



USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

REMOTE DEPOSIT CAPTURE USER AGREEMENT ("AGREEMENT")

This Agreement contains the terms and conditions for the use of USAA Deposit@Mobile and/or other remote deposit capture services (collectively, the "Service") that USAA Federal Savings Bank ("FSB" "us," or "we") may provide to you ("you," or "User").

1. **Service:** The Service is designed to allow you to make deposits to your checking, savings, or money market savings accounts by taking a picture or scanning your eligible check or other item (see "Eligible Items" in Section 5 below) with a smartphone or other mobile device and delivering the images and associated deposit information to FSB or FSB's designated processor using the USAA Mobile App. You may use the Service only for non-business, personal use in accordance with this Agreement. There is currently no charge for the Service.
2. **Acceptance of these Terms:** By enrolling in the Service, you agree to and accept the terms and conditions of this Agreement. This Agreement is subject to change from time to time. Your continued use of the Service will indicate your acceptance of the revised Agreement. The Service is also governed by other agreements you have entered into with FSB, including the Depository Agreement and Disclosures governing your FSB account (the "Deposit Agreement"), which are a part of these terms and conditions and are incorporated into this Agreement by reference.
3. **Limitations of Service:** When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service may have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice.
4. **Modifications to the Service; Discontinuation:** We reserve the right, in our sole discretion, to change, modify, add to, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service. We further reserve the right to suspend or discontinue the Service, in whole or in part, immediately and at any time without prior notice to you.
5. **Eligible Items:** FSB shall determine, at its sole discretion, the types of checks and other items accepted for deposit to your account through the Service.
6. **Representations and Warranties:** You represent and warrant to FSB that:
 - a. You will use the Service in accordance with all applicable laws, rules and regulations, including, without limitation, the Texas Uniform Commercial Code.
 - b. You will not transmit or deposit any item:
 - (i) containing obvious alteration to any of the fields on the front of the item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the item is drawn;
 - (ii) drawn on a financial institution located outside a state or territory of the United States;
 - (iii) not payable in United States dollars;
 - (iv) dated more than 6 months prior to the date of deposit; or
 - (v) prohibited by FSB's current procedures relating to the Service or which are otherwise not acceptable under the terms of the Deposit Agreement.
 - c. If you deposit an item payable to a party other than you (or payable to you and another party), the other party has authorized you to negotiate and deposit the item or you are authorized to obtain payment of the item on behalf of that other party.
 - d. You will not transmit or deposit any item with the Service more than once, and you will not transmit an item using the Service that was previously presented to another bank or to FSB through another means.
 - e. The amount that you declare as your deposit is true and accurate.

You agree that we may reject or return to you any item that you attempted to deposit with the Service. Notwithstanding the foregoing, all items deposited will remain subject to the terms and conditions of this Agreement and we will have no obligation to accept similar deposits using the Service in the future.

7. **Image Quality:** The image of an item transmitted to FSB using the Service must be legible. If the item is not readable or does not meet our image quality standards, we may reject or return the item to you without prior notice.
8. **Endorsements and Procedures:** You agree to endorse any item transmitted through the Service with your signature and include the following below your signature: "For mobile deposit at USAA FSB account number _____". If you transmit an item for deposit that does not have an endorsement, we may accept your deposit and will treat it as if you have endorsed it as described above. You agree to transmit the front and the back of the item and follow any and all other procedures and instructions for use of the Service as FSB may establish from time to time. If we determine that there is a discrepancy between the amount you input through the Service and the actual amount of the item, we may adjust (debit or credit) your account for the error.
9. **Receipt of Items:** We reserve the right to reject or return to you unpaid any item transmitted through the Service, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from FSB that we have received the image. Receipt of such confirmation does not mean that the item transmission was error free, complete or accepted for deposit.
10. **Availability of Funds:** You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC or the Funds Availability Policy section of the Deposit Agreement. Generally, funds deposited using the Service are made available to you the first business day after the day that we receive your deposit. If we receive your deposit before 9 p.m. Central Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if we receive your deposit after 9 p.m. Central Time or on a day that is not a business day or that we are not open, we will consider the deposit to have been received on the next business day we are open. For the purpose of this Section, a business day is Monday through Friday, excluding federal holidays. We may hold all or a portion of the funds deposited with the Service, and any hold times and amounts will be displayed within the USAA Mobile App before you transmit the item. Notwithstanding the foregoing, we reserve the right in our sole discretion to place a hold or extend any hold beyond the time period displayed in the USAA Mobile App, after you deposit the item.
11. **Disposal of Transmitted Items:** Upon your receipt of a confirmation from FSB that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID." You agree to securely retain and store the transmitted item for a period of 30 days from the date of transmission, and then destroy the item in a secure manner at the end of this 30-day period. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to FSB upon our request for any reason, including but not limited to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for FSB's audit purposes.
12. **Deposit Limits:** We may impose limits on the dollar amount and/or number of deposits that you transmit using the Service and we reserve the right to modify such limits from time to time. Notwithstanding the foregoing, if we decrease your daily deposit limit below \$1,000.00, we will notify you in advance, to the extent required by law. Your deposit limit will be displayed in the USAA Mobile App when you select "Deposit." The deposit limit is the maximum aggregate amount you can deposit into all of your accounts of which you are an owner. If you attempt to deposit an item over your limit, we may reject the deposit. If we permit you to make a deposit that exceeds your limit, we will have no obligation to allow you to make a deposit that exceeds your limit at another time.
13. **Errors:** You agree to notify FSB of any suspected errors regarding items deposited through the Service right away, and in no event not later than 60 days after we send or otherwise make the applicable FSB account statement available to you. If you fail to notify FSB of any suspected errors within 60 days of the account statement being made available to you, such statement reflecting the deposit(s) made through the Service shall be deemed correct, and FSB will not be liable for such alleged error.
14. **Ownership & License:** Except for the limited right to use the Service and associated content, technology and/or website(s) for personal use in accordance with this Agreement, no other license is granted. You agree that FSB and/or its affiliates own all right, title and interest (including without limitation, all intellectual property rights) in and to the Service and associated content, technology and website(s) including all copies, modifications,

derivative works thereof, and all USAA trademarks, names, logos, all rights to patent, copyright, trade secret and other proprietary or intellectual property rights. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to FSB's business interest, or (iii) to FSB's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

15. **Suspension; Termination:** FSB may, at its discretion, immediately suspend or terminate your use of the Service at any time.
16. **Device Maintenance and Security:** You are responsible for obtaining and maintaining, at your expense, the mobile device where you have downloaded the USAA Mobile App and that you use to deposit items with the Service and a cellular and/or data service plan. Further, you are responsible for maintaining the security of your device and the confidentiality of your account information and your password or other credentials.
17. **DISCLAIMER OF WARRANTIES:** YOU AGREE YOUR USE OF THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND SUBJECT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED.
18. **LIMITATION OF LIABILITY:** YOU AGREE THAT, SUBJECT TO APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR OTHER DAMAGES OR LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, STATUTORY, OR OTHERWISE), EVEN IF FSB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
19. **Indemnification:** You agree to indemnify and hold FSB harmless from and against any claims, losses, expenses, damages, or costs resulting from your breach of any representation or warranty in this Agreement, or your failure to comply with the terms of this Agreement or the Deposit Agreement.
20. **Other Terms:** You may not assign this Agreement. This Agreement is governed by federal law, and, to the extent not superseded by federal law, by the law of the state of Texas. All items deposited with the Service will be treated as though they were negotiated, deposited, and processed in FSB's San Antonio, Texas office. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.