

# Digital Services Agreement

Last updated: 4/1/2021

This agreement with Chase is available in Spanish as a courtesy. If there is any difference in meaning between the Spanish and English versions of this agreement or any related documents we provide you, either now or in the future, the English version is the official document and will prevail. Please consult with a translator if you have any questions.

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the Legal Agreements & Disclosures tab within the website or mobile application that you are accessing.

This Digital Services Agreement ("**DSA**" or "**Agreement**") governs your use of the following websites and mobile applications owned by JPMorgan Chase Bank, National Association, an affiliate of such entity that holds your accounts or provides you services; and/or any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the following websites and mobile applications ("**JPMC**", "**we**", "**us**", or "**our**"):

- *Chase Online*
- *Chase Mobile®*
- *Chase Business Online*
- *J.P. Morgan Online*
- *J.P. Morgan Mobile (collectively, the "Digital Platforms").*

In this Agreement, we outline your obligations to us and our obligations to you as a user and provider of the Digital Platforms, respectively. Certain mobile products, services, functionality and associated documentation or software available on a mobile application or otherwise through the use of a mobile device or tablet device ("Mobile Services") and certain online products, services, functionality and associated documentation or software available on a website through the use of a desktop computer or laptop ("Online Services") are available to you on the Digital Platforms and certain third party digital platforms as determined by us from time to time (collectively, "Services"). These Services include, but are not limited to

- *Alerts & Text Banking*
- *Bill Payments*
- *Transfers*
- *Personal Financial Management*
- *Gifting*
- *Real-Time Payments*
- *Digital wallets/third-party wallets*

If you have any questions regarding this Agreement, please call (877) CHASE-PC.

**NOTE:** Unless otherwise defined within a provision, capitalized terms used in this Agreement have the meanings given to them in Section X. Definitions. Additionally, all references to the "Online Services Agreement" in any addenda to the Online Services Agreement, displayed on the Digital

Platforms, or in any communications that we send to you, shall be replaced by this DSA.

## **TABLE OF CONTENTS**

### **I. General Terms Applicable To Your Use of the Digital Platforms**

General Terms

Fees Associated with the Digital Platforms & Services

Records; Communications

Account Information

Notices Associated with Electronic Communications, Change in Terms of this Agreement, or New Features

Computer Equipment; Browser Access and Internet Services

Passwords & Other Sensitive Information

### **II. Terms Applicable to Your Use of the Mobile Services**

Communications

Differences from the Online Services

Identity and Location Verification

Alerts and Text Banking

### **III. Terms Applicable to your use of the Bill Payments and Transfers Services for both Consumer and Business Accounts**

A. General Terms Applicable to your use of the Bill Payments and Transfers Services for both Consumer and Business Accounts

B. Terms Applicable to Your Use of the Bill Payments & Transfers Services for Consumer Accounts Only

C. Terms Applicable to your use of the Payments & Transfers Services for Business Accounts Only

### **IV. Terms Applicable to your use of the PFM Service**

General Terms Applicable to PFM Software Users and Use of Other Third Party Software  
The PFM Service

Cancellation of your PFM Service

### **V. Terms Applicable to Your Investment Accounts**

Use of Other Third Party Software for Asset Accounts

Risks of Electronic Transactions and Access to Information

Conflicts of Interest

Information Providers

Portfolio Information

Right to Restrict Access

Access by your JPMorgan Online Team

Access by your Advisors

Investment Products and Services; JPMorgan Funds

### **VI. Terms Applicable to Your Use of the Gifting Service**

### **VII. Terms Applicable to Your Use of the Real-Time Payments Service**

About the Real-Time Payments Service

Sending Funds

Risks Associated with the Real-Time Payments Service

Receiving Payments

Fees

- Requests for Payment
- Failed Service Transfers
- Availability of Funds
- Prohibited Payments
- Transaction Errors; Unauthorized Transactions; Lost or Stolen Passwords

#### VIII. Additional Terms Applicable To All Users of the Digital Platforms

- Limitation of Liability
- No Warranties
- Disputes
- Binding Arbitration
  - What claims or disputes are subject to arbitration?
  - What about class actions or representative actions?
  - Does arbitration apply to Claims involving third parties?
  - How does arbitration work?
  - Is the arbitrator's decision final? Is there an appeal process?
  - Who will pay for costs?
  - How do I (customer) file an arbitration claim?
- Choice of Law/Successors; Waiver; Severability
- Restrictions
- Termination; Availability; No Assignment
- Privacy
- Indemnity
- Risk of Loss
- Authorization for Minors and Children to Access Digital Platforms and Services
- Special Provision for Business Customers
- Intellectual Property

#### IX. Definitions

## **I. General Terms Applicable To Your Use of the Digital Platforms**

### **General Terms**

This Agreement contains the terms and conditions that govern your use of the Digital Platforms and Services. When you use or access, or permit any other person(s) or entity(ies) to use or access the Digital Platforms or Services on your behalf, you agree to the terms and conditions of this Agreement.

Additionally, you agree to be bound by and comply with such other written requirements as we may provide to the Digital Platforms or Services, including, but not limited to, all account agreements, any end user license agreement (EULA), and all applicable State, Federal and International laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, any addenda to this Agreement or any EULA provided in conjunction with your use of the Digital Platforms or Services, the terms of your account agreement, the addenda or EULA, as the case may be, will control except as may be otherwise stated in this Agreement.

Services described in this Agreement, as well as any associated fees, charges, interest rates and balance requirements, may differ among geographic locations. Not all Services are offered at all locations. Therefore, you may not be eligible for all the Services described in this Agreement. We reserve the right to determine your eligibility for any Service. By offering the Services via the Digital Platforms, we make no distribution or solicitation to any person and/or entity to use the Services in jurisdictions where the provision of the Services is prohibited by law.

## **Fees Associated with the Digital Platforms & Services**

- **General Access:** General access to the Digital Platforms is currently provided to you at no additional cost. However, you may incur fees if you access or use some of the Services available on the Digital Platforms. Additionally, you will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Digital Platforms.
- **Alerts and Text Banking:** There is no service fee for the Alerts and Text Banking services, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your Communications Service Provider.
- **Bill Payments & Transfers Services; Gifting Services:** Unless otherwise noted in your account agreement, we do not charge a monthly service fee for your use of the Bill Payments Service, Transfers or the Gifting Service. If we process a Bill Payment, Transfer or a Gifting transaction in accordance with your Instructions that overdraws your account or exceeds your Chase credit card limit, we may assess a fee or charge interest in accordance with the terms of your account agreement, Cardmember agreement, or other applicable agreement.
- **PFM Service Fees:** Generally, when you use PFM Software to access your accounts through the PFM Service, a fee may be charged by the PFM Software providers for the use of such software, and additional terms and conditions may apply.  
*Consumer Accounts:* There is no PFM Service Fee for customers who use the PFM Service for their personal accounts.  
*Business Accounts:* The PFM Service Fee for customers who use the PFM Service for their Business Accounts is \$9.95 each month. You authorize us to deduct this PFM Service Fee each month from the eligible Business checking account or asset management account you designate as your Primary Account. If there are insufficient funds in your Primary Account, you authorize us to charge any other account of yours with us in order to pay such fees and charges. The PFM Service Fee is in addition to any regular transaction fees that may be in effect for your Business Account(s).

## **Records; Communications**

Our records shall be presumed to accurately reflect the contents of your Instructions to us and, in the absence of manifest error, will be binding and conclusive.

You agree to provide a valid e-mail address so that we may send you certain information related to the Digital Platforms, including but not limited to, for the purpose of servicing or managing any of your accounts. Unless otherwise prohibited by law, any communication or material you transmit to us via the Digital Platforms or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose, including, but not limited to, reproduction, publication,

broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications to us or made via the Digital Platforms, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations, and to maintain the security of the Digital Platforms. You agree that information you provide to us will be complete and accurate.

By accessing the Digital Platforms, you agree we may send you emails and other notifications through your mobile device or tablet device regarding benefits and features that you may receive in connection with the Digital Platforms. When you give us your mobile phone number, we have your permission to contact you at that number about all your accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. You may contact us at any time to change these preferences or to opt out of these communications.

You agree that you will not transmit securities trade orders or any other transactional instructions to us using electronic mail. You acknowledge that we will not act upon Instructions transmitted through electronic mail and that we may not be in a position, by virtue of time zone difference and otherwise, to respond to your communications sent by electronic mail within the time frame contemplated by you.

## **Account Information**

Account information provided to you on the Digital Platforms is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in the Paperless Statements Service, will remain the official record. Information provided on the Digital Platforms is generally updated regularly, but is subject to adjustment and correction, and therefore should not be relied upon by you for taking, or forbearing to take, any action.

## **Notices Associated with Electronic Communications, Change in Terms of this Agreement, or New Features**

We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion. In the event we do so, we will notify you by sending you written notice by electronic mail or by regular mail, or by posting the updated terms on the Digital Platforms. Your use of the Digital Platforms after we have made such changes available will be considered your agreement to the change. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Digital Platforms.

We may, from time to time, introduce new features to the Digital Platforms or Services, or modify or delete existing features. We shall notify you of any of these changes to features as appropriate. By using any new or modified features when they become available, you agree to be bound by the terms and conditions concerning these features.

## **Computer Equipment; Browser Access and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all Systems necessary for you to access and use the Digital Platforms. You are additionally responsible for obtaining Internet services via the Internet Service Provider of your choice. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

You acknowledge that you are responsible for the data security of the Systems used to access the Digital Platforms, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested to use and access the Digital Platforms for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems, and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the EULA or other agreements of that provider, in addition to the terms and conditions of this Agreement. You will not use the Services in any manner so as to interfere with the operation of the Digital Platforms.

## **Passwords & Other Sensitive Information**

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Digital Platforms, you agree to protect and keep confidential your Card number, account number, PIN, user ID, Password, or other means of accessing your accounts via the Digital Platforms. We may at our option change the parameters for your Password without prior notice to you, and if we do so, you will be required to change your password the next time you access the Digital Platforms.

The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, user IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line if you have a Business Account, or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, user IDs, and/or Passwords to any person or entity, including any employee or agent, you assume all risks and losses associated with such disclosure. If you permit any other person or entity, including any data aggregation service providers, to use the Digital Platforms or to access or use your Card numbers, account numbers, PINs, user IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by any person or entity to whom they may provide that personal and account information.

If you believe someone may attempt to use or has used the Digital Platforms to access your accounts without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-877-242-7372, (J.P. Morgan Online clients only,

call 866-265-1727 or 302-634-5115 for international clients).

## **II. Terms Applicable to Your Use of the Mobile Services**

Your enrollment in the Digital Platforms may include access to the Mobile Services. By using the Mobile Services, you agree to the following terms.

### **Communications**

You agree that we may send you information related to the Mobile Services through your Communication Service Provider and that your Communication Service Provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you information related to the Mobile Services, including but not limited to, information about your applicable account or Card.

You understand and agree these services may not be encrypted and may include personal or confidential information about you, such as your account activity or status. Delivery and receipt of information, including Instructions for Bill Payment, Transfer and/or other move money transactions through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet Service Provider(s), Communication Service Provider(s) or other parties, or because of other reasons outside of our control. You also understand that there may be a disruption in service when you change your Communication Service Provider.

### **Differences from the Online Services**

Not all of the Services described in the Agreement may be available when you use a mobile device.

Additionally, information available through the Online Services may not be available via the Mobile Services or may differ from the information available via the Mobile Services. Such information available through the Online Services may also be described using different terminology (including capitalized terms used in the Agreement or on certain of our Digital Platforms), or may be more current than the information available via the Mobile Services. This includes but is not limited to, account balance information, and Transfer and bill payment information.

The method of entering Instructions via the Mobile Services may also differ from the method of entering Instructions directly through the Online Services.

Processing of Bill Payment and Transfer Instructions may take longer through the Mobile Services.

### **Identity and Location Verification**

You authorize your wireless carrier to use and/or disclose information about you and your wireless device to Chase for the duration of your relationship with us, to help identify you or your wireless device and to help protect against fraud or unauthorized use of our services under this Agreement. Those details may include, among others, name, billing address, email, and phone number.

## **Alerts and Text Banking**

Your enrollment in the Mobile Services includes access to Alerts and Text Banking. The Alerts and Text Banking services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts.

The Alerts and Text Banking services are only available to customers who have an eligible account with us. An eligible account includes Consumer, Business, auto, mortgage, home equity and Investment accounts. You may be automatically enrolled to receive certain Alerts.

**To cancel the Text Banking services or Alerts sent via text message, send STOP to 24273 at any time (J.P. Morgan Online clients only, send STOP to 576746).** For help or information regarding the Text Banking services, text HELP to 24273 (J.P. Morgan Online clients only, text HELP to 576746). For additional assistance with the Alerts and Text Banking services, contact customer service at 1-877-242-7372.

## **III. Terms Applicable to your use of the Bill Payments and Transfers Services for both Consumer and Business Accounts**

### **A. General Terms Applicable to your use of the Bill Payments and Transfers Services for both Consumer and Business Accounts**

When you use, or allow another to use on your behalf, the Services to send Instructions to us to make Bill Payments or Transfers through the Bill Payments Service or Transfers Service, you agree to the terms and conditions set forth in this Agreement.

You also agree to be bound by and comply with such other written requirements as we may furnish to you in connection with your deposit accounts, prepaid accounts, credit card accounts, and other products that may be accessed via the Bill Payments and Transfers Services, including without limitation, your Deposit Account Agreement, Cardmember agreement, or other terms and conditions governing your account, credit card, mortgage, auto, installment loan, or line of credit agreements. In the event of a conflict between the terms applicable to this Section III of this Agreement and such other applicable agreements, these terms and conditions shall control.

All of the Bill Payments and Transfers that you initiate through the Bill Payment Service or Transfers Service will appear on the statement for your respective accounts. You agree that you will not use the Bill Payment Service or Transfers Service for international ACH transactions, which are prohibited under this Agreement.

Not all accounts are eligible for the Bill Payment Service or Transfers Service. We reserve the right to limit eligibility to certain types of accounts and to change such eligibility from time to time. We also reserve the right to restrict categories of recipients to whom Bill Payments and Transfers may be made in our sole discretion.

As a sender of Instructions to make Bill Payments or Transfers using the Bill Payment Service or



Transfers Service, you acknowledge and agree that we may delay or cancel the execution of your Instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient. You also agree that we are not responsible for any Bill Payment or Transfer request if there isn't enough money in the designated Pay From or From Account.

## **Cutoff Times for Scheduling and Cancelling Bill Payments or Transfer**

Cutoff Times for initiating Bill Payments or Transfers are as follows on any Business Day:

(i) Cutoff Times to **schedule** Bill Payments and Transfers are as follows in Eastern Standard Time:

Transfers **to** or **from** Chase deposit accounts:

- 11:00 PM on any Business Day for Internal Transfers
- 8:00 PM on any Business Day for External Transfers

Transfers **from** Chase line of credit accounts:

- 11:59 PM any day for Internal Transfers to a Chase checking or prepaid account
- 8:00 PM on any Business Day for External Transfers

Bill Payments **to** Chase mortgage loans:

- 7:30 PM on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM on any Business Day for payments **from** a non-Chase checking account

Bill Payments **to** Chase commercial term lending mortgage loans:

- 8:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Bill Payments **to** Chase home equity or personal loan or line of credit accounts:

- 11:59 PM on any day for payments **from** a Chase checking or prepaid account, with the exception of Future Dated payments, which can be made by 11:59 PM on any Business Day.
- 8:00 PM on any Business Day for payments **from** a non-Chase checking account

Bill Payments **to** Chase auto loan or lease accounts:

- 11:00 PM on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM on any Business Day for payments **from** a non-Chase checking account

Bill Payments **to** non-Chase accounts (excluding payments made using a Chase credit card):

- For Bill Payments with a Send On date falling on a Business Day, 8:00 PM on that Send On date

Transfers **to** or **from** Investment Accounts:

- 4:30 PM on any Business Day for initiating a Current Day Transfer **to** Investment Accounts
- 4:15 PM on any Business Day for initiating a Current Day Transfer **from** Investment Accounts

(ii) Cutoff Times to **Cancel** Payments and Transfers are as follows in Eastern Standard Time:

Bill Payments **to** a Chase home equity or personal loan or line of credit account:

- 8:00 PM for same day payments from a Chase deposit or prepaid account, if the payment was scheduled prior to 8:00 PM
- 11:00 PM for same day payments from a Chase deposit or prepaid account, if the payment was scheduled after 8:00 PM
- 8:00 PM on the Bill Payment date for Future Dated payments from a Chase deposit or prepaid account or a non-Chase checking account

Bill Payments **to** Chase mortgage loans:

- 7:30 PM on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM on any Business Day for payments **from** a non-Chase checking account

Bill Payments **to** Chase commercial term lending mortgage loans:

- 8:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase auto loan or lease accounts:

- 11:00 PM on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM on any Business Day for payments **from** a non-Chase checking account

Bill Payments **to** non-Chase accounts (excluding payments made using a Chase credit card):

- Automatic and future-dated Bill Payments must be canceled before 10:00 AM on the day that Bill Payment is to be processed
- For all other Bill Payments with a Send On date falling on a Business Day, 8:00 PM on that Send On date

Transfers **to** or **from** Chase deposit accounts:

- 11:00 PM on any Business Day for Future Dated Internal Transfers, except as provided below
- Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such Transfer.
- 8:00 PM on any Business Day for External Transfers

Transfers **from** Chase line of credit accounts:

- 11:59 PM any day for Internal Transfers to a Chase checking or prepaid account

- Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such Transfer.
- 8:00 PM on any Business Day for External Transfers

If you wish to Cancel a Bill Payment or Transfer, you should cancel your transaction online.

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. Instructions entered after the Cutoff Time with a Send On date that is the Current Day or next Business Day may start to process immediately, and may be Funded prior to the requested Send On date.

### **Repeating Bill Payments and Transfers**

Repeating Bill Payments and Transfers that are for the same fixed amount each month will be sent on the same calendar day of each month, or on the prior Business Day if the regular Send On date falls on a non-Business Day (for Bill Payments) or on the next Business Day if the regular Transfer date falls on a non-Business Day (for Transfers). Repeating Bill Payments and Transfers will be deducted from your Pay From account or From Account, or charged to your Chase credit card, on the Send On date or Transfer date, as applicable. In order to authorize a Repeating Bill Payment or Transfer, you agree to have means to print a copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating Bill Payment or Transfer on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you order us to stop a Repeating Bill Payment or Transfer three (3) Business Days or more before the Send On date or Transfer date, and we do not do so, we will be liable to you for those losses or damages as provided by law. If you call, we may also require you to present your request in writing within fourteen (14) days. Repeating Transfers are not available for Investment Transfers.

Some Chase Loan and Credit Accounts will allow you to set up Automatic Bill Payments. Automatic Bill Payments differ from Repeating Bill Payments in that Automatic Bill Payments are triggered based on the associated billing date and the payment amount may vary each month. Terms and conditions for Automatic Bill Payments to Chase Loan and Credit Accounts will be presented to you at the time you set up the payments for the service.

## **1. Terms Applicable to your use of the Bill Payments Service for both Consumer and Business Accounts**

### **General Terms Applicable to the Bill Payments Service**

1. Your responsibilities. You authorize us to remove funds from your designated Pay From account for all Bill Payments that you initiate and you agree to have sufficient available funds on the Send On date or Bill Payment date for each such Bill Payment you schedule. Please

note that if you have Chase Overdraft Protection for your Pay From account, available funds in the account that you use for overdraft protection are included in the determination of funds used to pay Bill Payments under the Service. If there are insufficient available funds to cover a Current Day Bill Payment, we will not retry the Bill Payment and it will be immediately rejected. In the case of Future Dated Bill Payments, if sufficient funds are not in your account on the Send On or Bill Payment date we may reject the request, or accept the request and process the Bill Payment for delivery (even if such payment processing causes you to exceed your credit limit or overdraw your account). In the alternative, if sufficient available credit or funds are not in your account on the Send On date or Bill Payment date, we will automatically try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the Bill Payment request will be Cancelled. A status of "Funding Failed" will appear. We will send you a message advising you of each failed attempt to debit your Pay From account.

You agree that we may, at our option, follow your Instructions to make Bill Payments to a named Payee, even though a charge to or a debit from your Pay From account may cause you to exceed your credit limit, or bring about or increase an overdraft. In the event of an overdraft to your Pay From account, we may charge any of your other deposit accounts for the amount of the overdraft. **WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED OR ANY OTHER ACTION BY A PAYEE RESULTING FROM A LATE BILLPAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR BILL PAYMENT TO BE LATE.**

Bill Payment can be used to make one-time or repeating payments to companies, merchants or individuals you have designated as a Payee to pay bills such as rent, utilities, or car payments (sometimes referred to as the "Bill Payment" or other trade name or trademark as determined by us from time to time). You must have an eligible checking account, Chase Liquid Card, AMA, or investment account with us in order to use the Bill Payments Service. The eligible accounts from which a Bill Payment can be made do not include a Chase home equity line of credit or other line of credit account, except for Chase credit cards. We reserve the right to determine eligibility and to restrict categories of recipients to whom Bill Payments may be made in our sole discretion.

Further, for Bill Payments to certain eligible healthcare providers only, you authorize us to charge your Chase credit card for any eligible Bill Payments to certain healthcare providers that you initiate using your Chase credit card and you agree to have sufficient available credit balance on the Send On date or Bill Payment date for each such Bill Payment you schedule. If your Chase credit card payment is rejected for any reason, we will not retry the Bill Payment and you will be notified of the failed attempt to charge your Chase credit card. You agree that we may, at our option, follow your Instructions to make Bill Payments to a named Payee, even though a charge to your Chase credit card may cause you to exceed your credit limit. **WE ARE NOT RESPONSIBLE FOR ANY OVER-THE-CREDIT-LIMIT FEE, OR CHARGES IMPOSED OR ANY OTHER ACTION BY A PAYEE RESULTING FROM A LATE BILLPAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES; PROVIDED, HOWEVER, THAT IF WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR BILL PAYMENT TO BE LATE, WE WILL BE RESPONSIBLE FOR ANY**

LATE FEES ONLY, IN ACCORDANCE WITH OUR BILL PAY GUARANTEE.

2. Description of Services. To make Bill Payments, you must maintain an eligible checking account, Chase Liquid Card, AMA or investment account with us and designate one of your eligible accounts with us as your Pay From account. You may select Payees located within the United States to pay using Bill Payment, subject to our and the Payee's approval with the following exceptions: **You agree not to use the Bill Payment Service to pay Payees to whom you are obligated for payments to loan sharks, gambling debts or illegal payments otherwise prohibited by law.**

The minimum Bill Payment allowed is normally \$0.01. The maximum total dollar amount of all Bill Payments is \$100,000.00 in the aggregate attributable to any Business Day.

Your PFM Software may set different limits but we will not be responsible for Bill Payment Instructions that are rejected because they do not meet the limits described in the preceding sentence.

To use Bill Payments you must provide sufficient information online to us to properly identify your Payees, direct your Bill Payment and permit the Payee to identify you as the payment source upon receipt of a Bill Payment. You must complete all required fields with accurate information, as directed by the screen messages.

By providing us with the names and account information of those Payees to whom you wish us to direct your Bill Payment, you authorize us to follow the Instructions that we receive through the Bill Payments Service. You further authorize us to update or change any of your Payee information (including but not limited to changes to account information, Payee name and mailing address) as requested or provided by your Payee, the U.S. Post Office or pursuant to any updates or changes through other tools and resources we may use from time to time to effectuate the Bill Payment. When we receive a Bill Payment Instruction (for the current or a future date), we will send funds to the Payee on your behalf, from the funds in your Pay From account or charged to your Chase credit card. You authorize us to charge your designated Pay From account or Chase credit card, for all Bill Payments that you authorize through the Bill Payments Service. We and any agent used by us in connection with the Bill Payment Service is authorized to prepare Drafts drawn on your Pay From account, charge your Chase credit card, and/or electronically debit your Pay From account for the purpose of making payments. We are authorized to accept any Draft drawn on the Pay From account on presentment and charge the Pay From account even though it does not bear your signature where such Draft has been issued as part of Bill Payments. Such Drafts may originate from us or any financial institution in the United States used by us or any of our agents.

Because your Bill Payment Instructions are transmitted to us on your computer, mobile device or tablet device, the Bill Payment will not be sent to your Payee with the Payee's payment stub. Bill Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the Bill Payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right

address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted.

3. Scheduling Payments Through your PFM Software. You will enter the Deliver By date when scheduling a Bill Payment via your PFM Software. You should enter Instructions for electronic payments at least three (3) Business Days before the desired Deliver By date, and Instructions for paper payments or Bill Payment Instructions for newly added Payees at least six (6) Business Days before the desired Deliver By date.
4. Delivery Method (excluding Chase credit card Bill Payments). We remit two types of Bill Payments on your behalf to your Payees: electronic and paper check, depending on your Payees' determined method of receiving Bill Payments. The Delivery Method and lead time expected for each type of Bill Payment your Payee will ordinarily receive will be indicated on the Digital Platforms when your Bill Payment is scheduled. The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic Bill Payments, or the Bill Payment encounters delivery errors, Bill Payments to that Payee will be delivered by paper check and the Send On Date will be changed to five (5) Business Days before the Deliver By date for all subsequent Bill Payments and for the most current if the Payee provides us with sufficient notice. If a Payee begins accepting electronic Bill Payments, Bill Payments to that Payee will be processed electronically and the Send On date will be changed accordingly for all subsequent Bill Payments. In addition, if an electronic Bill Payment is undeliverable the Bill Payment may be resubmitted by check. We will notify you via e-mail of a change to a Delivery Method for Pending Bill Payments you have scheduled if that change results in a Delivery Method that increases the delivery time of your Bill Payment, otherwise you will not be notified of Delivery Method changes. Please note that, in some situations, if a Bill Payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result. Late payments arising from changes in your Payee's Delivery Method are explicitly excluded from coverage of our Guarantee as we have no control over your Payee's acceptance of or changes to a particular Delivery Method.

While it is anticipated that most transactions will be delivered by the Deliver By date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting Bill Payments by other companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account. FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR BILL PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE, AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

5. Additional Terms Applicable to Only Variable Automatic Bill Payments. You may now also set up variable automatic bill payments for select Payees participating in the e-Bills Service. Variable automatic bill payments differ from repeating payments in that variable automatic payments are triggered based on the associated billing date and/or the bill due date, as set up by you, and the payment amount may vary each month. While it is anticipated that most variable automatic bill payments will be delivered by the Deliver By date you set, it is

understood that due to circumstances beyond our control, particularly when your Payee is late in providing the e-Bill and/or we receive the e-Bill too close to, on, or after the bill's due date, WE MAY BE UNABLE TO PAY THAT BILL AND YOU WILL HAVE TO MAKE ALTERNATIVE PAYMENT ARRANGEMENTS DIRECTLY WITH THE PAYEE. These terms apply in addition to the other terms applicable to repeating payments in this Section III(A)(1), and additional terms for variable automatic bill payments may be presented to you at the time you set up the variable automatic bill payment.

6. Canceling Bill Payments. You may cancel any Pending or Funded Bill Payment if you do so no later than the Cutoff Time on the Send On Date. Funds will be returned to your Pay From account by the following Business Day. You may not stop a Bill Payment after the Cutoff Time has passed.

For Chase credit card Bill Payments only, the Cutoff Times do not apply and you may cancel the payment any time before it is sent.

#### **Bill Payments to Chase Loans or Credit Accounts**

Only Business Days may be chosen as Bill Payment dates for Chase Loan or Credit Accounts, and Instructions must be received by us by the Cutoff Time to receive credit on that same Business Day. Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day. Bill Payments to Chase Loan or Credit Accounts made before the Cutoff Time on any Business Day will be applied with the date the Bill Payment is submitted. Bill Payments made after the Cutoff Time will be applied with the next Business Day's date. Updates to the outstanding balances of the Chase Loan or Credit Account will be made by the Business Day following the Bill Payment date.

Instructions for Bill Payments to Chase Loan or Credit Accounts may be Cancelled until the Cutoff Time on the Bill Payment date. Bill Payments to a Chase Loan or Credit Account from an account held by us may be made in amounts of up to the available balance in your Pay From account (plus any available balance in any associated overdraft protection account) per day. Bill Payments to Chase credit card or student loan accounts have separate terms that will be provided at the time Instructions are provided by you.

#### **Bill Payments to Certain Healthcare Providers**

Provided that you maintain an eligible checking account, Chase Liquid Card, AMA or investment account with us and designate one of your eligible accounts with us as your Pay From account, you may also have the option to use one of your Chase credit cards to pay certain healthcare providers listed in our Bill Pay directory. Your Chase credit card will be shown as one of the payment options if a healthcare provider you are trying to pay is eligible to receive Chase credit card payments. You may be able to schedule a one-time, future-dated, or recurring Bill Payment using a Chase credit card for certain healthcare providers and may cancel any such payment at any time before it is sent. Sent Chase credit card payments will be authorized immediately so you will not be able to cancel any payment after it has been sent. These terms apply in addition to and, in the event of conflict shall supersede, the other terms applicable to the Bill Payment Service.

For Business Accounts: Even if the dual control function has been turned on for the Bill Payment Service, payments to healthcare providers using a Chase credit card will not be submitted for approval.

**The Bill Pay Guarantee – for Online and Mobile Bill Payments and for Online and Mobile Payments to a Chase Loan or Credit Account made from a Chase checking account or Chase Liquid Card**

If we ever cause processing delays of your online or mobile bill payments or online or mobile payments to a Chase Loan or Credit Account made from a Chase checking account, Chase credit card, or Chase Liquid Card that result in late fees, we will cover 100% of those fees. This guarantee covers everything within our control. Our guarantee does not cover losses which you cause, or payment processing delays, which are not caused by us or within our control, such as:

- Your failure to make your payment request by the Cutoff Time sufficiently in advance of the Payee's due date for the payment to arrive on time (before the grace period begins);
- Your input errors or errors made by your Payees;
- Your negligent handling of User Ids and Passwords;
- Your failure to completely log out of the Online Service or logging in to the Online Service and leaving your computer, mobile device or tablet device unattended;
- Your failure to notify us of any suspected unauthorized transaction from your Account, or theft of your ID or Password within the time periods specified in this Agreement and your account agreement; if you suspect any suspicious activity on your account with us, notify us immediately at 1- 877-242-7372;
- Your failure to follow the procedures or to otherwise fail to use the Online Service in accordance with the terms of this Agreement;
- Your Payee's change to the Delivery Method resulting in an increase in processing time for your payments or your Payee mishandles or delays processing or posting a payment.

As a precondition to this guarantee, you agree not to enter into any agreements where one of the purposes is to generate late payment fees. The risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you in the event you do not follow the procedures or otherwise fail to use Payments and Transfers in accordance with the terms of this Agreement.

**Duplicate Payments**

If you submit a duplicate Bill Payment request, an error message may be displayed on the Digital Platforms but you may choose to bypass the message and schedule the Bill Payment. If you submit a duplicate Bill Payment to a Chase Loan or Credit Account, an error message may be displayed and such duplicate Bill Payments may not be permitted. No error message will be displayed for duplicate Bill Payments made through different methods (e.g., Bill Pay and PFM) and the Bill Payments will be processed as normal.

For customers making Bill Payments via your PFM Software, you may not receive an error message for duplicate Bill Payments. If you decide for any reason to reload your original PFM Software or to change PFM Software at any time after you have begun using the Digital Platforms with your original PFM Software, you MUST (1) check to see if any Pending Bill Payments which



you have ordered to be made remain outstanding, and (2) cancel any Pending Bill Payments prior to loading the new software. Failure to cancel Pending Bill Payments prior to installing the new software may result in the issuance of duplicate Bill Payments. You authorize us to pay any duplicate Bill Payments that you have directed. **WE WILL NOT BE RESPONSIBLE FOR ANY PAYEE'S REFUSAL TO RETURN ANY DUPLICATE BILL PAYMENTS MADE AS A RESULT OF SOFTWARE CHANGES THAT YOU DIRECT.**

#### **Stale Dated Payments**

If we issue a paper check to your Payee and it is not presented before the end of the period noted on the check, usually 90 days, we will decline to pay the check. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. When this happens, we will notify you and credit your Pay From account. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period.

#### **Merchant or Payee Limitation**

We reserve the right to refuse to pay any Payee whom you may designate for a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay tax or court related payments, make payments to Payees located outside the United States or make any other payments prohibited by law, each of which is prohibited under this Agreement.

## **2. Terms Applicable to your use of the e-Bills Service for both Consumer and Business Accounts**

e-Bills is a feature of the Bill Payment Service that enables you to receive bills electronically from participating Payees.

- i. **Electronic Communications/Payee Terms.** By activating e-Bills, you agree to abide by the terms and conditions stated in this Section to get e-Bills, and to get other related communications electronically. By activating e-Bills, you will be required to agree to each Payee's terms and conditions, which will also include the requirement to not to receive paper bills. For avoidance of doubt, you understand and agree that enrollment into eBills will terminate the provision of paper statements to you by the Payee, including any reformatted paper statements, i.e. Braille or enlarged font, that you were receiving from the Payee, and any accommodations or exceptions will be agreed upon and made between you and the Payee and not Chase.
- ii. **Limitations.** You must enroll each Payee individually in e-Bills. You also acknowledge and agree that the right to activate and receive e-Bills for each Payee is limited to one financial institution. If you activate e-Bills for a particular Payee through us, you will no longer receive e-Bills for that Payee through the financial institution through which you're currently receiving such e-Bills. Conversely, if you activate e-Bills for a particular Payee through another financial institution, your action will effectively terminate the e-Bills service for that Payee and you will no longer receive such e-Bills through us.
- iii. **Approval of e-Bills.** Participating Payees establish their own criteria for reviewing requests

to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to five (5) Business Days to approve an e-Bill set-up request. By requesting that bills, statements, or other related communications be sent to you electronically, you warrant that you have the right, power, and authority to receive them.

- iv. **Individual and Joint Responsibility.** Any individual borrower, account holder or authorized user on your loan, line of credit, or account can enroll in and use e-Bills. Regardless of the individual who enrolls in e-Bills, the terms of this Section apply to all borrowers/account holders/authorized users, individually and jointly.
- v. **Timely Delivery of e-Bills.** We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee.
- vi. **Cancel e-Bills.** All parties have the right to cancel the service at any time. We may also elect to discontinue delivering e-Bills for certain Payees or customers. We will notify you if Chase or a Payee discontinues/stops e-Bills. If you request that an e-Bill be discontinued, we generally require at least seven (7) Business Days for the Payee to receive and process the request. Therefore, you may not receive a paper statement from the Payee, and/or you may not receive an e-Bill through the new financial institution through which you have activated the e-Bill service for the Payee, but continue to receive e-Bills from us instead for one or two cycles. We also reserve the right to terminate a Payee's participation in e-Bills at any time.
- vii. **Privacy.** When you request e-Bills from a participating Payee you will provide certain information such as required username and password, and you authorize us and our third party service provider to collect and forward such information onto the Payee on your behalf, and you appoint us and our third party service provider as your agent for the limited purpose of completing your enrollment. If you have concerns about the future use of this information by the Payee you should contact your Payee directly.
- viii. **Fees, Charges or Other Terms.** Unless otherwise noted in your account agreement, we do not charge any fees for using e-Bills. We reserve the right to change the charges, fees, or terms for e-Bills. If we make a change, we'll provide notice to you in accordance with terms of this Addendum. We also reserve the option, in our business judgment, to waive, reduce, or reserve charges or fees in individual situations.
- ix. **Acknowledgements and Agreements.**
  - You understand and agree that e-Bills are provided for your convenience, and payments due continue to be your responsibility.
  - You also understand and agree that the e-Bills service and therefore the e-Bills (and any content contained therein) may only be available in English, and not in a foreign language, including Spanish, regardless of whether you currently receive a Payee's bill in a foreign language, depending on the Payee. By using this service, you agree to receive the e-Bills in English, even if you use or access Chase's website, mobile application or Chase's other products and services in a foreign language. You agree that Chase is not responsible for delivering the e-Bills to you in a foreign language, and any questions regarding this issue will be directed to your Payee.
  - You also understand and agree that the eBill summary (and any content contained therein) is accessible via screen reader software and other Assistive Technology (AT)

as presented on any Chase digital platform. The eBill summary may include the statement date, due date, amounts due and/or other information, and is different from the eBill.

- You also understand and agree that the e-Bills service and therefore the e-Bills (and any content contained therein) may not be presented in a way which is accessible to screen reader software or AT which are conformant to web content accessibility guidelines (WCAG) version 2.0, level AA success criteria, regardless of whether you currently can access Payee's bill online or via digital application using screen reader software or other AT, depending on the Payee. By using this Service, you agree to receive the e-Bills as provided, which may include an inaccessible format, even if you use or access Chase's website, mobile application or Chase's other products and services by using screen reader software or other AT. You agree that Chase is not responsible for delivering the e-Bills to you in a digitally accessible format which conforms to WCAG v. 2.0 AA, and any questions regarding this issue will be directed to your Payee.

x. **Accuracy or Completeness.** An e-Bill may or may not have all the same information as the paper version, depending on the Payee. Chase presents the e-Bills as provided by the Payee. Chase is not responsible for any information or communications related to them, or for the acts or omissions of any Payee.

xi. **Chase Is Not Responsible for Third Parties.** We are not responsible for any aspect of your relationships with the Payees, or for the performance or non-performance of these third parties. We do not act as a service provider of the Payees. Transactions between you and a Payee are governed by the Payee's terms and conditions. We do not endorse or assume any liability for any Payee you use, and we do not have any liability for payments, returns, refunds, chargebacks, loyalty and rewards related offers and benefits or any disputes between you and a Payee or other third parties.

### **3. Terms Applicable to your use of the Transfers Service for both Consumer and Business Accounts**

#### **A. General Terms Applicable to Transfers**

You authorize us to charge your designated From Account for all Transfers of funds that you initiate and you agree to have sufficient funds or available credit in your From Account on the Transfer date for each such Transfer you schedule. If there are insufficient available funds (or available credit) to cover a Current Day Transfer, we will not retry the transaction and the Transfer will be immediately rejected.

In the case of Future Dated Transfers (excluding Autosave Transfers), if sufficient funds are not in your account on the Transfer date, we will automatically try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear on the Digital Platforms. After the final attempt, the Transfer request will be Cancelled. A status of "Funding Failed" will appear on the Digital Platforms. We will send a message advising you of each failed attempt to Transfer from your From Account.

Any Transfer made from any of your savings accounts by using the Transfers Service is a restricted Transfer subject to certain limitations. Please refer to our Deposit Account Agreement,

or other terms and conditions governing your account, for full details.

## Internal Transfers

To make Internal Transfers, you must have at least two eligible accounts with us between which you may Transfer money. Notwithstanding the foregoing, the eligible accounts from which a payment can be made to a Chase Loan or Credit Account do not include a Chase home equity line of credit or other line of credit account. We reserve the right to determine eligibility and to restrict categories of recipients to whom Internal Transfers may be made in our sole discretion.

- i. You may make Internal Transfers up to (A) your available balance plus any amount in your overdraft protection account and (B) your credit limit, to the extent applicable. If you have selected a home equity line of credit secured by Texas homestead property as your From Account, the minimum allowed through Transfers is \$4,000.00, to the extent eligible. Current Day Internal Transfer Instructions begin to process immediately and cannot be Cancelled. If your From Account is a Chase home equity line of credit, to the extent eligible, you may make Internal Transfers up to a maximum amount of (A) \$200,000 daily; or (B) \$500,000 daily, if you are a Private Banking customer.
- ii. Transfers between eligible deposit and prepaid accounts held by us. Current Day Transfers between eligible deposit and prepaid accounts held by us that are made before the Cutoff Time will be processed immediately and the Transferred funds will be available the same day to cover all Transfers. Funds Transferred to deposit or prepaid accounts held by us and made after the Cutoff Time on the Current Day or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online Bill Payments and Transfers; however, the funds will not be available to cover other Bill Payments, such as paper checks, until the next Business Day. Repeating Transfers will be paid on the same calendar day of each Transfer period, or on the next Business Day if the regular Transfer date falls on a non-Business Day. Future Dated Transfers (including Repeating Transfer(s) from deposit and prepaid accounts held by us) will be deducted from your From Account on the Transfer date.
- iii. Transfers from line of credit accounts held by us. Current Day Transfers from line of credit accounts held by us or Chase Liquid Cards will be reflected in your account as soon as we receive the Transfer request. The minimum or maximum you will be able to withdraw via Transfers is subject to the terms of your existing credit agreements with us. Future Dated and Repeating Transfers cannot be made from line of credit accounts with us.
- iv. Transfers to or from Investments. Current Day Transfers can be made between eligible deposit or prepaid accounts held by us and an Investment Account. **NOTE: To cancel or modify an existing Transfer request, please contact Investment Services at 1-800-392-5749.**

When Instructions are received by us at or before the Cutoff Time, funds will be posted to, and viewable in, the receiving account on the day the Instruction was made. When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in, receiving account on the next Business Day following the day the Instruction was made. For more information about Transfers involving your Investment Account, including when funds will be available for trading or appear in the receiving account, please review the Transfer Agreement.

v. Autosave Feature. You can set up automatic transfers from your checking account to your savings account, investment account, or to other types of accounts that we may specify from time to time. Certain Autosave features give us discretion, within limits set by you, to make periodic transfers based on factors such as your account balance and spending patterns, and you agree to regularly monitor such transfers closely and change or cancel them as you determine necessary. Use the Chase Mobile app or [chase.com](https://www.chase.com) to set up, review, change or cancel your transfers. Except as specifically set forth herein or where the law requires a different standard, we are not liable for any errors, losses or damages in connection with any transfer of funds or failure to transfer funds under any Autosave feature that you select, for any reason, including system outages or defects. In particular, we will not be liable for any interest, gains or dividends you might have earned or not earned in any account as a result of your use of Autosave.

## External Transfers

To activate External Transfers, you must have at least one eligible deposit or prepaid account, Investment Account, line of credit, mortgage, installment loan or auto loan account with us. We reserve the right to determine eligibility and to restrict categories of recipients to whom External Transfers may be made in our sole discretion. External Transfers are governed by the terms of the Transfers Agreement.

i. External Transfers may be made in amounts of up to \$10,000 or \$25,000 per transaction, depending on internal Chase criteria (applicable limit will be displayed and/or applied at the time of transfer), or a maximum of \$25,000 per day in the aggregate from all your combined accounts, except as otherwise noted below. If your From Account is a home equity line of credit secured by your Texas homestead, to the extent eligible, each Transfer must be a minimum of \$4,000. If you are a Chase Sapphire Banking, J.P. Morgan Securities LLC, Private Banking, or Business Banking customer, the following Transfer limits apply to you in lieu of the foregoing:

	<b>Per Transaction Limit</b>	<b>Maximum Daily Limit (all accounts in the aggregate)</b>
<b>Chase Sapphire Banking</b>	\$100,000.00	\$100,000.00
<b>Chase Private Client</b>	\$100,000.00	\$100,000.00
<b>Private Banking</b>	\$100,000.00	\$100,000.00
<b>Business Banking</b>	\$100,000.00	\$100,000.00

ii. If your From Account is a Chase home equity line of credit, to the extent eligible, you may make External Transfers up to a maximum amount of (A) \$200,000 daily; or (B) \$500,000 daily, if you are a Private Banking customer.

iii. Transfers between eligible deposit or prepaid deposit accounts held by us and an External Account that we receive by the Cutoff Time on any Business Day will begin processing on the same day. Transfers **to** an External Account will be deducted from your From Account held by us on the calendar date and will usually be reflected in your External Account on the Deliver By date. Transfers **from** External Accounts are subject to the processing times of the

financial institution holding your External Account.

Instructions for Transfers from External Accounts that we receive by the Cutoff Time on a Business Day will be sent to the holder of your External Account on the same day for processing. Instructions entered via the External Transfer Service may be Cancelled until the Cutoff Time on the Send On date.

#### iv. Transfers To/From Investment Accounts

When Instructions are received at or before the Cutoff Time, funds will be posted to, and viewable in, the receiving account on next Business Day after the day the Instruction was made. When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in, the Investment Account on the second Business Day following the day the Instruction was made. For more information about Transfers involving your Investment Account, including when funds will be available for trading or when they will be available in the external account, please review the Transfer Agreement.

- v. Transfer instructions relating to External Accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the Rules. You and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit or prepaid account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a Transfer for any reason, we shall charge back the amount of such Transfer to the Transfer To or From Account (as applicable) or any other of your accounts or claim a refund from you. Additionally, External Transfers made from any line of credit account will be treated as an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will also be subject to all other terms and limitations on advances thereunder.

## **B. Terms Applicable to Your Use of the Bill Payments & Transfers Services for Consumer Accounts Only**

If you perform transactions from a home equity line of credit or other credit account or Investment Account, please see your home equity line of credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts.

### **Your Liability for Unauthorized Transfers or Bill Payments**

If you permit other persons to use the Bill Payments and Transfers Services, or use or access your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has made payments, Transferred or may Transfer money from your account without your permission, notify us AT ONCE, by calling 1-877-242-7372 (J.P. Morgan Online clients only, call 877- 840-0723) or writing us at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.**

You must tell us immediately if you believe your Password has been lost or stolen or that an unauthorized Transfer or Bill Payment has been made from any of your deposit or prepaid accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password, you may not be reimbursed if someone makes a Transfer or Bill Payment without your authorization. If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized Transfer or Bill Payment has been made from any of your deposit or prepaid accounts, and we can prove we could have stopped someone from making a Transfer or payment without your authorization if you had told us, you could lose as much as \$500.

Furthermore, if any account statement shows online Transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a Transfer or Bill Payment was transmitted to you, you may not be reimbursed the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or hospital stay, kept you from telling us, we may extend the time periods.

### **Our Liability for Failure to Complete Bill Payments and Transfers**

If we do not complete a Transfer or Bill Payment to or from a Consumer account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- i. If, through no fault of ours, your account does not contain sufficient funds to make the Transfer or payment and the Transfer or payment would exceed any credit line or any overdraft for such account.
- ii. Your operating system or software was not functioning properly at the time you attempted to initiate such Transfer or payment, and it was evident to you at the time you began the Transfer or Bill Payment. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- iii. The Payee or, for Bill Payments and Transfers from an External Account, the third party financial institution holding your account, mishandles or delays processing or posting a payment or Transfer sent by Bill Payments and Transfer.
- iv. If you have not provided us with complete and correct payment or Transfer information, including without limitation the financial institution name, address, account number, Transfer amount for a Transfer or Bill Payment amount for the Payee on a Bill Payment.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a Transfer or Bill Payment and is not intended to list all of the circumstances where we would not be liable.

## **Errors and Questions about Bill Payments and Transfers**

If you think your statement is wrong with regard to a Bill Payment or Transfer, or if you need more information about a transaction listed on it, call us at 877-242-7372 (J.P. Morgan Online clients only, call 877- 840-0723) or write us at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your balance within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you opened your account less than 30 days before the date of the suspected error, the 10 Business Day period is extended to 20 Business Days. If you opened your account less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 Business Days. If we do not receive it within 10 Business Days, we may not credit your balance.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. In case of errors or questions about your electronic Transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

### **The Online and Mobile Banking Guarantee – Only for Online and Mobile Payments and Transfers (for Consumer Deposit and Prepaid Accounts Only)**

In the event that money is removed from Your Consumer deposit accounts (i.e., checking or savings) or prepaid accounts with us without your authorization through the Bill Payments or Transfers Services, we will reimburse you 100% if you tell us within two Business Days of your discovery of the unauthorized transaction.

## **C. Terms Applicable to your use of the Payments & Transfers Services for Business Accounts Only**

### **Linking Multiple Accounts**



You may use Chase Business Online to access eligible accounts. These accounts may include a Multiple- Business Subscription. You may be permitted to link Consumer accounts to your profile on the Digital Platforms provided: (i) the authorized signer on the Business account is also an authorized signer on the Consumer accounts to be linked and (ii) the Consumer account information provided during linkage is accurate and can be validated.

### **Liability for Unauthorized Bill Payments and Transfers**

You are responsible for all Bill Payments and Transfers that are authorized using your Password for accessing the Digital Platforms. If you permit other persons to use your Password to access the Digital Platforms, you are responsible for any transactions they authorize. If you make information available to persons that would enable them to create a Password for and/or access your accounts for Bill Payments and/or Transfers, you are responsible for the Bill Payments and/or Transfers they complete. You make information available when you provide it and/or fail to secure it.

ACCOUNT ACCESS THROUGH THE DIGITAL PLATFORMS IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE DIGITAL PLATFORMS, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We are not liable to you for any errors or losses you sustain in using the Services except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for the Bill Payments and Transfer Services. Our liability in any case shall be limited to the amount of any money improperly Transferred from your Pay From account or From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized Transfer, Bill Payment or error from any of your accounts within thirty (30) days of our providing or making available to you a bank statement showing such unauthorized Transfer, Bill Payment or error shall relieve us of any liability for any losses sustained after the expiration of such thirty-day period and you shall thereafter be precluded from asserting any such claim or error.

### **Errors and Questions about Bill Payments and Transfers**

In case of errors or questions about your electronic Transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

## **IV. Terms Applicable to your use of the PFM Service**

### **General Terms Applicable to PFM Software Users and Use of Other Third Party Software**

The PFM Service allows you to use PFM Software, to access the Online Service to make Bill Payments and Transfers and access account information, such as balance and transaction history.

The Digital Platforms utilizes current releases of Quicken, QuickBooks and TurboTax, as may be made available from time to time from the respective software manufacturer. You are responsible for obtaining and maintaining any PFM Software that is required for operation of the PFM Service.

### **The PFM Service**

The PFM Service allows you to make Bill Payments and Transfers, and to access account information.

To activate the PFM Service you must have a checking, AMA or credit card account with us. Some services and functionality that may be available directly through the Digital Platforms may not be available via your PFM Software.

Information about your account activity is synchronized with your PFM Software. You may access such information directly through the Digital Platforms, including information about Bill Payments and Transfers initiated through your PFM Software. Transfer and Bill Payment information via your PFM Software may differ from the information that is available directly through the Digital Platforms, may be described using different terminology, or may be less current than the information available via the Digital Platforms. The method of entering Instructions via your PFM Software may also differ from the method of entering Instructions directly through the Digital Platforms. We are not responsible for such differences, whether or not attributable to your use of PFM Software.

The following Bill Payment or Transfer services or features are not available via PFM Software:

- Transfers to or from Investment Accounts;
- External Transfers; and
- Future Dated and Repeating Transfers.

Depending on your PFM Software, you may not be able to enter Repeating Bill Payment Instructions via your software.

### **Cancellation of your PFM Service**

You can cancel the PFM Service by calling 1-877-242-7372. When you call us, we may also require you to put your request in writing. You should cancel any Pending Bill Payments prior to canceling the PFM Service. When you cancel the PFM Service, you will no longer be able to access any of your PFM Service features via your PFM Software. Fees applicable to the PFM

Service will continue to apply until you cancel the PFM Service. You will not receive a refund of any PFM Service Fee if your PFM Service is cancelled.

## **V. Terms Applicable to Your Investment Accounts**

To the extent that the provisions in this Section V conflict with other provisions in this Agreement, the provisions in this Section V will prevail.

### **Use of Other Third Party Software for Asset Accounts**

If you are an Investment Account holder, you may be given the ability to use third party software (such as Quicken or TurboTax) to access information regarding your accounts and transactions. We are not responsible for the use, interpretation, or presentation of information through such third party software or any data, reports, advice or other information produced by such third party software (including without limitation any data, reports, advice or information created for tax filing purposes) notwithstanding that we may allow or provide access to certain third party software to access such information for asset account download purposes.

### **Risks of Electronic Transactions and Access to Information**

Your ability to access the Digital Platforms may be limited during periods of high volume, systems upgrades and maintenance or for other reasons. If the Digital Platforms are not available for transactions or if conditions render its use inappropriate, you agree to use alternative means to place your orders, such as calling J.P. Morgan Online Site Support. We will not be liable to you if you are unable to access the Digital Platforms or complete transactions through it.

### **Conflicts of Interest**

J.P. Morgan Securities LLC has diverse business dealings with companies and entities that may be issuers of securities described in the website. Accordingly, J.P. Morgan Securities LLC and its employees may hold a position or act as market maker in the financial instruments of any issuer discussed herein or act as underwriter, placement agent, advisor, or lender to any such agent.

### **Information Providers**

- i. By your use of the Online Service, you agree to the following conditions: Market Data is solely for your individual use, and you will not retransmit or furnish Market Data to any other person or entity. The Market Data is and shall remain the property of the respective Information Providers or of the market on which the reported transaction took place or a reported transaction was entered. The Information Providers are third-party beneficiaries under these provisions and may enforce these provisions against you. At any time, Information Providers may cease disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or signal characteristics, and you shall not hold neither the Information Providers nor us liable for any resulting liability, loss or damages that may arise therefrom. These terms and conditions shall remain in effect as long as you have the ability to receive Market Data through the

Online Service as contemplated hereunder.

- ii. You agree to use the quotes provided by Information Providers only for your individual use. You will not furnish the quotes to any person or entity.
- iii. Some of the financial market information, news and information (collectively, Information) accessible through the Online Service is prepared by Information Providers, who are independent parties. We may not identify information as provided by third parties. Information and JPMorgan Securities LLC research reports are not intended to provide tax, legal or investment advice. JPMorgan Securities LLC research is subject to a disclaimer included in all research. Any materials excerpted or summarized from a full research report are subject to the terms of the disclaimer. Neither we nor any Information Provider assesses for you, or any particular investor, the suitability of any particular investment on which you may receive information through the Online Service. We do not assess for you or any particular investor the potential value of any particular investment or the suitability of any Information source. We will treat as unsolicited any security order you place after accessing Information.
- iv. If you are a securities professional, such as an investment advisor, you may occasionally furnish limited amounts of quotes to your clients, but solely in the regular course of your securities business. If you furnish quotes to your clients who are not on your premises, you may do so solely (a) in written advertisements, educational material, sales literature or similar written communications and (b) during telephonic voice communication not entailing the use of computerized voice synthesis or similar technology. You shall not permit any customer or client to take physical possession of "your equipment" (i.e., the equipment that you use to receive, display, or otherwise use quotes). You shall abide by any additional limitations on use of quotes that we may specify in the future.
- v. Neither the Information nor the research available through the Services is an offer to buy or sell any security or financial instrument. No services or securities will be offered or sold in any jurisdiction in which such offer or solicitation, purchase or sale would be contrary to applicable local laws or regulations. The Information is for the use of the private client who is the specific signatory to the Agreement and may not be reproduced or distributed in any way without our specific written authorization.

## **Portfolio Information**

The Online Service may permit you to view account data for your Investment Account and any other accounts linked to it. By accessing and using the Online Service, you represent on a continuing basis that you are authorized to have viewing access to any account that you access. All account data is provided as a convenience and for your information, but it is not the official record of your account or its activity. Your account statement shall remain the official record. The Online Service is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon as justification for taking any action or forbearing to take any action. All account information should be confirmed with J.P. Morgan Online Site Support before you take investment action.

## **Right to Restrict Access**

J.P. Morgan Securities LLC reserves the right to terminate your access to Information and to take

any other action it deems appropriate, at its sole discretion, without limitation for any reason whatsoever, including but not limited to, the unauthorized use of your account number(s), breach of this Agreement, discontinuance of J.P. Morgan Securities LLC's access to any Information or research reports or termination of one or more agreements between J.P. Morgan Securities LLC and the Information Providers.

## **Access by your JPMorgan Online Team**

You acknowledge and agree that any information you enter or provide through the Online Service will be accessible by any member of your J.P. Morgan team, including, without limitation, your banker, relationship manager, broker, sales trader, investment manager, wealth advisor and members of the Client Service team. Information which you enter that will be accessed by members of your J.P. Morgan team includes information relating to assets held at other institutions and other personal information.

## **Access by your Advisors**

- i. If you would like to grant your advisors access to the Service, please contact your client service team to make the appropriate arrangements. If you grant access to such specified third parties, they will be able to view all information related to you and your accounts (including family member accounts and other accounts that are linked to your accounts) and assets provided through various designated sections of the Service, as well as any other information provided by those sections of the Service. **Any authorized third party whom you permit access to the Digital Platforms will also be able to print out such information.**
- ii. **Your Responsibilities.** After you have granted your Agent(s) and/or Attorney(s)-in-Fact access to the Online Service by making the necessary arrangements through your client service team, your Agent(s) and/or Attorney(s)-in-Fact will be given a user name and individually selected password, which we will transmit to them. It is your responsibility to ensure that your Agent(s) and/or Attorney(s)-in-Fact will not share their passwords with any person and will take all reasonable precautions to keep the passwords confidential and to prevent unauthorized access. Upon the conclusion of each session your Agent(s) and/or Attorney(s)-in-Fact must log off the Online Service to ensure that no one else can enter your account if they leave their computer unattended. You agree to take full responsibility for the consequences of any unauthorized access, including responsibility for all orders entered through and under each of your Agent's and/or Attorney-in-Fact's passwords. Any orders received by J.P. Morgan will be deemed to have been received by us at the time received and in the form received. You assume full responsibility for the disclosure of any confidential information by your employees, Agent(s), Attorney(s)-in-Fact or other third parties.
- iii. You must notify us or ensure that your Agent(s) and/or Attorney(s)-in-Fact notify us immediately by calling 866-265-1727 (or 302-634-5115) if you are an international client) if you or they become aware of: the loss or compromising of any password or other secure access information entrusted to your Agent(s) and/or Attorney(s)-in-Fact any unauthorized use of your password(s) assigned to Agent(s) and/or Attorney(s)-in-Fact any inaccuracies in your personal or account information you agree to hold us harmless from any loss or liability resulting from acting, purporting to act or disclosing any information in accordance with your

authorization pursuant to electronic or other written instructions granting View Only, View and Update and View and Transact privileges on the Online Service to your Agent(s) and/or Attorney(s)-in-Fact.

## **Investment Products and Services; JPMorgan Funds**

Investment products and services are offered through J.P. Morgan Securities LLC, a member of FINRA and SIPC.

J.P. Morgan Securities LLC is an affiliate of JPMorgan Chase Bank, National Association.

**Securities (including mutual funds) are not bank deposits and are not FDIC insured, nor are they obligations of or guaranteed by JPMorgan Chase Bank, National Association, or its affiliates. Securities (including mutual funds) involve investment risks, including the possible loss of the principal amount invested.**

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., member FINRA, which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co., including, among others, JPMorgan Chase Bank, National Association receive fees for providing various services to JPMorgan Funds and JPMorgan Distribution Services, Inc. An investment in the JPMorgan Funds Money Market Funds is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although such Funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Funds. **For additional information about the JPMorgan Funds, including charges and expenses, call 1-800-480-4111 for a prospectus. Please read the prospectus carefully before investing or sending money.**

Your enrollment may also provide you with access to Market Alerts. Market Alerts are provided as an accommodation to you. You should not rely on Market Alerts, or the absence of a Market Alert, for any purpose, including without limitation, as the basis for any trade or other action in regard to any investment or security. Market Alerts may be delayed at least 20 minutes and should not be considered real time information. Market Alerts are provided for informational purposes only and are not offers or solicitations for the purchase or sale of any securities or financial instrument or for the provision of any investment service or advice. Market Alerts are not recommendations by us or any other party, and specifically are not, without limitation: (a) recommendations regarding the purchase or sale of any investment or security; (b) investment advice; (c) a judgment regarding the suitability of any investment or security; or (d) a representation regarding the availability of any investment or security at the price presented or other price.

## **VI. Terms Applicable to Your Use of the Gifting Service**

- i. You may use your eligible Pay From Account to buy a digital merchant gift card (“Gift Card”) to send to another Chase customer, as well as anyone you know residing in the United States (the “Gifting Service”). Eligible accounts for this service are currently certain Chase checking accounts and Chase Liquid® card. We have the right to determine eligibility and to restrict categories of accounts and recipients to whom Gift Cards can be sent using the Gifting Service in our sole discretion.

- ii. You cannot buy a physical gift card through the Gifting Service.
- iii. We provide the Gifting Service through an arrangement with our gift card service provider or the merchant that accepts the Gift Card and the merchant's vendor. We have the right to determine eligibility and to restrict categories of merchants from whom Gift Cards can be purchased using the Gifting Service in our sole discretion.
- iv. We do not sell or issue the Gift Cards. When you buy a Gift Card through the Gifting Service, you are purchasing a Gift Card from the merchant or its vendor that can only be used with that merchant. We are not responsible for any damage or harm to you or any third party resulting from the purchase of a Gift Card through the Gifting Service. We do not warrant the availability or functionality of a Gift Card purchased through the Gifting Service.
- v. To buy a Gift Card, you must enter the Gift Card amount, the Send On date, and the recipient's email address or other information as we may require. The email address must belong to the intended recipient residing in the United States. You should only use the Gifting Service to send Gift Cards to people that you know. Please make sure you accurately enter the recipient's email address since your obligation to pay for the Gift Card will not be excused by an error in the information you enter. Both Chase and a merchant may limit the amount of a Gift Card you can purchase. You acknowledge and agree that Gift Card purchase will be completed using only the email address you provided for the recipient, even if it identifies a person different from your intended recipient. The name you enter will help you identify your intended recipient and the purchase in your transaction history but will not be used to process the Gift Card purchase or to validate that the intended recipient owns or has authorized access to the email address you entered.
- vi. We will not process your payment for the Gift Card if you do not have sufficient funds in your designated Pay From Account on the Send On date or at the time the transaction is initiated for Current Day purchases of Gift Cards. If sufficient funds are not in the Pay From Account on the Send On date or at the time the transaction is initiated for Current Day purchases, the Gift Card transaction will fail and we will not make repeat attempts to debit the applicable account.
- vii. We will share your Gift Card information including recipient's information with our gift card service provider or the merchant, who will share the information with their vendor. Our gift card service provider or the merchant and the merchant's vendor are responsible for delivering the Gift Card to the person you choose and to the email address or other contact information you provided. If your payment for the Gift Card is successful, you authorize us to withdraw and transfer money from your Pay From Account in the amount of the Gift Card immediately or on the Send On date, as applicable, to pay our gift card service provider or the merchant.
- viii. Gift Cards can be purchased in amounts of up to \$100 per transaction with a maximum of \$1,000 per day, and \$5,000 in any calendar month, in the aggregate from all your combined accounts registered with the Gifting Service. All limits are subject to temporary reductions to protect the security of customer accounts and/or our processing systems. At our discretion we may refuse to process any transaction that exceeds any of the limits. In this case, you are responsible for making alternate arrangements or rescheduling the Gift Card purchase.
- ix. We are not responsible for any acts or omissions by our gift card service provider or the merchant or their vendor.
- x. A Gift Card is subject to terms and conditions imposed by the merchant that accepts the Gift Card and the merchant's vendor. We do not control the terms of a Gift Card purchased

through the Gifting Service. Nothing in those terms and conditions limits our rights or your obligations under any agreement between you and us. We do not provide Gift Card support services related to issues arising after the issuance of the Gift Card. You must contact our gift card service provider or the merchant or their vendor to resolve issues related to a Gift Card arising after issuance of the Gift Card.

- xi. There is no service fee from us to use the Gifting Service. However, if we process a payment in accordance with your Instructions that overdraws your Pay From Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement. Fees are subject to change from time to time upon notice to you as may be required by law.
- xii. You may not edit or cancel a pending or processed Gift Card, but you may cancel any Future Dated Gift Cards up until the Send On date.
- xiii. Gift Cards cannot be returned, refunded, replaced, or redeemed for cash.
- xiv. Gift Cards may only be sent to a recipient in the United States and may only be redeemed within the United States.

## **VII. Terms Applicable to Your Use of the Real-Time Payments Service**

By sending payments or receiving payments through the Real-Time Payments Service, you agree that you accept and will comply with the terms and conditions set forth in this Agreement. If you wish to return a payment received through the Real-Time Payments Service, you must contact us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723).

### **About the Real-Time Payments Service**

The Real-Time Payments Service enables you to send payments to and receive payments from Persons that bank with Service Participants, which includes the ability to send payments to your accounts with other Service Participants. In addition, if enabled by us, you can use the Real-Time Payments Service to receive requests for payment from Persons that bank with Service Participants and to send requests for payment to Persons that bank with Service Participants.

### **Sending Funds**

You may initiate a Service Transfer by submitting a request (a “**Service Transfer Request**”) through Chase Online, Chase Mobile®, Chase Business Online, J.P. Morgan Online, J.P. Morgan Mobile, or such other Digital Platforms as we may make available from time to time. When you submit a Service Transfer Request, you will be required to provide Receiver Addressing Information for the Receiver and the Service Transfer Amount. By submitting a Service Transfer Request, you represent and warrant that the Service Transfer complies with these Terms.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to deduct the Payment Amount from your account. We may deduct this amount immediately upon receipt of your submission of the Service Transfer Request.

The Real-Time Payments Service is typically available 24 hours a day, 7 days a week, including



weekends and state and federal holidays. However, the Real-Time Payments Service may be unavailable from time to time, including due to scheduled or unscheduled maintenance.

You may not send through the Real-Time Payments Service more than: (i) \$5,000.00 in a single transaction, \$10,000.00 in one day, or \$50,000.00 in one month from a **Consumer Account**; (ii) \$25,000.00 in a single transaction or your currently applicable daily transfers limit (with no monthly limit) from a **Business Account**; or (iii) \$10,000.00 in a single transaction or \$20,000.00 in one day (with no monthly limit) from a **Private Banking Account**. We may establish lower transaction limits for you and may block any attempted Service Transfer that exceeds the limit(s). We may adjust the limits at any time in our sole discretion. We will notify you of such adjustments.

## **Risks Associated with the Real-Time Payments Service**

There are risks associated with using the Real-Time Payments Service. Service Transfers are irrevocable and cannot be reversed. You should only use the Real-Time Payments Service to make payments to Persons that you know. If you receive a request for payment through the Real-Time Payments Service, you should verify that the request relates to a payment you were expecting to make to the Person who requested payment. If a request for payment that you receive through the Real-Time Payments Service does not relate to a payment you were expecting to make to the Person who requested payment, please notify us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723). If a Person contacts you outside of the Real-Time Payments Service and asks for payment, you should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting a Service Transfer Request. **If you send payment to a Person that you do not know, or you do not verify the identity and legitimacy of Persons who contact you and ask for payment, you may lose the full amount of your payment.**

We do not provide buyer protection with respect to Service Transfers. That means that you cannot reverse or dispute a Service Transfer on the basis that you are dissatisfied with the goods or services provided by the Receiver; because the Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or because you wish to return purchased goods or cancel a pre-paid service.

The Real-Time Payments Service does enable you to request that a Receiver return funds to you, but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because you entered the incorrect Service Transfer Amount or funds were sent to someone other than your intended Receiver because you incorrectly entered the Receiver Addressing Information or the Receiver Addressing Information you entered was associated with someone other than your intended Receiver. If you wish to request that a Receiver return funds that you sent through the Real-Time Payments Service (a "**Return Request**"), please notify us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723). Our sole obligation is to transmit the Return Request to the Receiving Financial Institution through the Real-Time Payments Service. We cannot guarantee that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request.

Any dispute between you and a Receiver must be resolved directly between you and the Receiver. **We have no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Receiver.**

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to initiate a payment using the Receiver Addressing Information. Based on information available to us, we will provide you the Receiver name associated with the Receiver Addressing Information. **HOWEVER, WE MAKE NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO US IS CORRECT, AND YOU ARE RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT IS CORRECT PRIOR TO SUBMITTING A SERVICE TRANSFER REQUEST. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, OUR SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE REAL-TIME PAYMENTS SERVICE IN THE SERVICE TRANSFER AMOUNT INDICATED BY YOU USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY YOU. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, WE SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO ANY LOSS THAT YOU EXPERIENCE DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH YOUR INTENDED RECEIVER, OR YOUR FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE SERVICE TRANSFER AMOUNT.**

## **Receiving Payments**

You are not obligated to accept a payment that is sent to you through the Real-Time Payments Service. If you wish to reject a payment sent to you through the Real-Time Payments Service, please contact us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723).

A Sender may request that you return funds sent through the Real-Time Payments Service. If we receive a return request, we will contact you.

Incoming payments to you through the Real-Time Payments Service cannot exceed \$25,000.00 per transfer. If you are expecting a Service Transfer, it is your responsibility to advise the Sender of this limit.

## **Fees**

There are no fees to use the Real-Time Payments Service at this time. However, we may charge fees at a later time, in which case we will provide you with notice prior to charging any fees. Your continued use of the Real-Time Payments Service after such notice constitutes your agreement to the fees.

The fee for sending a payment using Real-Time Payments Service for Vendors and Employees

will be the lesser of \$25 or 1% of the total payment amount; provided, however, that this amount may vary if you are also a Private Banking customer.

## Requests for Payment

If enabled, you may use the Real-Time Payments Service to submit requests for payment, subject to the following terms:

- You may only submit requests for payment to Persons who: (i) are known to you; and (ii) would reasonably expect to receive a request for payment from you.
- By submitting a request for payment, you represent and warrant that the request is not for a Prohibited Payment (as defined below) and is not fraudulent, abusive, or unlawful.
- You acknowledge and agree that we do not guarantee that the Sender will send payment in response to or otherwise accept your request for payment.
- Any dispute between you and a Sender must be resolved directly between you and the Sender. **We have no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Sender.**
- You acknowledge and agree that we may suspend or terminate your ability to submit requests for payment or your access to the Real-Time Payments Service in the event that we reasonably suspect you have failed to comply with these Terms in conjunction with requests for payment.

## Failed Service Transfers

A Service Transfer may fail if:

- There are insufficient funds available in the Sender's account when the Sender submits the Service Transfer Request;
- The Sending Institution or Receiving Institution suspects or determines that the Service Transfer does not comply with these Terms or the rules of the Real-Time Transfer System;
- The Receiver rejects the Service Transfer or has declined to receive Service Transfers;
- The Service Transfer Request exceeds the Sender's limit(s);
- The Receiver's account at the Receiving Institution is closed, invalid, ineligible to receive Service Transfers, or being monitored for suspected fraudulent or other illegal activity;
- The Sender's account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity;
- The Sending Institution or Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons; or
- The Real-Time Payments Service is unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within 15 seconds of transmission of the Service Transfer Request by the Sender, unless the Service Transfer fails or is delayed as described above.

If you are the Sender, we will notify you if a Service Transfer fails. If you are the Receiver, we will

not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

## **Availability of Funds**

Funds transferred through the Real-Time Payments Service will be credited to the Receiver's account by the Receiving Institution immediately upon completion of the Service Transfer Request, and will be available for withdrawal by the Receiver immediately. Funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.

## **Prohibited Payments**

You agree that you shall not use the Real-Time Payments Service to make or receive any of the following types of payments (each, a "**Prohibited Payment**"): (i) payments that violate or appear to violate any local, state, or federal law or regulation; (ii) payments to accounts domiciled outside the United States; (iii) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "**Test Payment**"), provided, that you may conduct a Test Payment if you have a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to you by a Receiver that wishes to receive a payment from you; or (iv) any other payment that violates this Agreement.

You acknowledge that you are permitted to use the Real-Time Payments Service solely for the purpose of making or receiving payments: (i) on your own behalf; or (ii) on behalf of Persons that are resident of or domiciled in the United States of America. If you make or receive payments on behalf of another Person, you must comply with all applicable laws and regulations in conjunction with such payments, including all regulations of the Office of Foreign Assets control. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

## **Transaction Errors; Unauthorized Transactions; Lost or Stolen Passwords**

If you permit other persons to use the Real-Time Payments Services, or use or access your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has or may initiate a Service Transfer from your account without your permission, notify us AT ONCE, by calling 1-877-242-7372 (J.P. Morgan Online clients only, call 877- 840-0723) or writing us at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.**

You must tell us immediately if you believe your Password has been lost or stolen or that an unauthorized Service Transfer has been made from any of your deposit or prepaid accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password, you may not be reimbursed if someone makes a Service Transfer without your authorization. If you do not tell us within two (2) Business Days after you discover the loss or theft

of your Password or that an unauthorized Service Transfer has been made from any of your deposit or prepaid accounts, and we can prove we could have stopped someone from making a Service Transfer without your authorization if you had told us, you could lose as much as \$500.

Furthermore, if any account statement shows Service Transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a Service Transfer was transmitted to you, you may not be reimbursed the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or hospital stay, kept you from telling us, we may extend the time periods.

## **VIII. Additional Terms Applicable To All Users of the Digital Platforms**

### **Limitation of Liability**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE DIGITAL PLATFORMS AND SERVICES, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

### **No Warranties**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT WE PROVIDE NO WARRANTIES REGARDING YOUR USE OF THE DIGITAL PLATFORMS AND SERVICES. THE DIGITAL PLATFORMS AND SERVICES ARE INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE

FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE DIGITAL PLATFORMS AND SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **Disputes**

In the event of a dispute arising under or relating in any way to this Agreement or to the Digital Platforms provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

## **Binding Arbitration**

YOU AND WE AGREE THAT UPON THE ELECTION OF EITHER OF US, ANY DISPUTE RELATING IN ANY WAY TO THIS AGREEMENT, OR YOUR USE OF THE DIGITAL PLATFORMS AND SERVICES, WILL BE RESOLVED BY BINDING ARBITRATION AS DISCUSSED BELOW, AND NOT THROUGH LITIGATION IN ANY COURT (EXCEPT FOR MATTERS IN SMALL CLAIMS COURT). THIS ARBITRATION AGREEMENT IS ENTERED INTO PURSUANT TO THE FAA.

YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

## **What claims or disputes are subject to arbitration?**

Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such Claims, whether they arose in the past, may currently exist or may arise in the future.

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

## **What about class actions or representative actions?**

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. YOU AND WE AGREE NOT TO:

1. SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
2. SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE;
3. BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
4. SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

### **Does arbitration apply to Claims involving third parties?**

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, "you" includes any person who is listed on your account, and "we" includes JPMorgan Chase Bank, N.A., all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your account to an unaffiliated third party, then "we" includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

### **How does arbitration work?**

The party filing a Claim in arbitration must select either: JAMS or the AAA as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or this Agreement, this arbitration provision and this Agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure. The arbitrator will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the Claims between you and us.

## **Is the arbitrator's decision final? Is there an appeal process?**

The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

## **Who will pay for costs?**

We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. All other fees will be allocated according to the arbitration administrator's rules and applicable law. If you consider that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

## **How do I (customer) file an arbitration claim?**

Rules and forms may be obtained from, and Claims may be filed with, JAMS (1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com)) or the AAA (1-800-778-7879 or [www.adr.org](http://www.adr.org)). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

## **Choice of Law/Successors; Waiver; Severability**

Disputes related to the Digital Platforms or Services covered by this Agreement shall be governed by the laws of the State of New York, without regard to any choice of law provision, except for section 5-1401 of the New York General Obligations Law, which does apply, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise.

Any disputes relating to transactions on your account(s), or products and services access via the Digital Platforms, shall be governed by the laws set forth in the underlying applicable account, product or service agreements.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible



the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

## **Restrictions**

You agree not to attempt to log on to the Digital Platforms from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Digital Platforms from one of these countries may result in your access being restricted and/or terminated.

## **Termination; Availability; No Assignment**

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Services, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Services for a period of three (3) months or greater, or for reasons involving your use of the Services which we may deem to be illegal or potentially brand damaging. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Services and delete any applicable copies. You may not assign this Agreement.

## **Privacy**

Your privacy and the security of your information are important to us. Our Online Privacy Policy and, where appropriate, our U.S. Consumer Privacy Notice, as amended from time to time (available online at <https://chase.com>), applies to your use of any of the Services. You agree that we may collect, use and share your personal information in accordance with each of the Online Privacy Policy and the U.S. Consumer Privacy Notice, and to provide the Services you have requested and to maintain the Services. Our sharing of your information may include providing a merchant, the applicable payment network (such as Visa), a digital wallet provider, and others (such as a payment processing entity or a token service provider) your name, card number, card expiration date, email address, phone number, billing address, and shipping address as required to complete a purchase or transaction, and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. We can also share your information in order to make information available to you about your Card transactions, and to improve our ability to offer these services. Once we share your information with a merchant, digital wallet provider, or such other third party, you agree that the merchant or such other third party, and not Chase, is responsible for the security and use of your information, and that your data will be subject to their privacy policies. You acknowledge that the use and disclosure of any personal information provided by you directly to the payment network (such as Visa) or other third parties will be governed by such party's privacy policy and not our Online Privacy Policy or Privacy Notice.

## **Indemnity**

You acknowledge and agree that you are responsible for your conduct while using the Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Service or the use of the Service by anyone using your Card number, account number, PIN, user ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

### **A. Mobile Services Indemnity**

Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services.

We are not responsible for such differences, whether or not attributable to your use of the Mobile Services.

Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

### **B. Alerts and Text Services Indemnification**

Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services.

## **Risk of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any

transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

## **Authorization for Minors and Children to Access Digital Platforms and Services**

We may allow you to grant your child use or access to certain Digital Platforms and Services that are linked to your profile on the Digital Platforms. If you authorize us to grant your child such use or access, you acknowledge and agree that this Agreement, and any applicable digital wallet agreement or third-party wallet agreement, will apply to your child. You further agree and accept full responsibility for your child's use of the Digital Platforms and Services, including any liability that he or she may incur in connection with their use of the Digital Platforms or Services.

## **Special Provision for Business Customers**

Any user ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Online Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password leaves the employ of the entity to which that Password has been assigned.

## **Intellectual Property**

The Digital Platforms offer a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-Transferable, limited and revocable right to access and use the Digital Platforms, as well as any software, in object code. Any software provided through the Digital Platforms must be downloaded by you in the United States. You agree not to use the Digital Platforms for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Digital Platforms without our prior written consent.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Digital Platforms, or use the Digital Platforms to develop similar functionality; (b) copy any portion of the Digital Platforms, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Digital Platforms or otherwise Transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Digital Platforms; or (e) otherwise exercise any other right to the Digital Platforms not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Services. No license or other right in or to the Digital Platforms is granted to you except for the rights specifically set forth in this Agreement.

Please note that upon submission, any suggestion, idea, proposal or other material you provide to us becomes our property without limitation or further consideration.

"Chase Online", "Chase Mobile", "Chase Business Online", "J.P. Morgan Online", and "J.P. Morgan Mobile" are trademarks of JPMorgan Chase Bank, N.A.

## IX. Definitions

- **Agreement or DSA:** refers to this Digital Services Agreement.
- **We, our, us, JPMC:** means JPMorgan Chase Bank, National Association, or the affiliate of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee the we may, at our sole discretion, involve in the provision of the Online Service.
- **You, your, them, user:** (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account.
- **Chase Online:** refers to the online, client-facing platform, [www.chase.com](http://www.chase.com), on which JPMC customers may conduct online banking and access the Online Services.
- **Chase Business Online:** refers to the online, client-facing platform, [www.chase.com/business](http://www.chase.com/business), on which JPMC customers who hold a Business Account may conduct online banking and access the Online Services.
- **Chase Mobile:** refers to the mobile platform on which JPMC customers may conduct mobile banking and access the Mobile Services.
- **Digital Platforms:** refers to websites or mobile applications owned by JPMC, including: Chase Online, Chase Business Online, Chase Mobile, J.P. Morgan Online and J.P. Morgan Mobile.
- **JPMorgan Online:** refers to the online, client-facing platform, [www.jpmorgan.chase.com](http://www.jpmorgan.chase.com), on which certain JPMC customers who are clients of our Private Bank and J.P. Morgan Securities businesses manage their assets and access their investment, banking and credit account information.
- **JPMorgan Mobile:** refers to the mobile, client-facing platform on which certain JPMC customers who are clients of our Private Bank and J.P. Morgan Securities businesses manage their assets and access their investment, banking and credit account information.

-----

- **AAA:** refers to the American Arbitration Association.
- **ACH (Automated Clearing House):** refers to an electronic deposit to, or withdrawal from, your account that we receive or send through the "automated clearing house" network.
- **Alerts:** refers to an online and mobile service which provides customers with the option of receiving text message communications, email communications and push notifications regarding their accounts from JPMC.
- **Bill Payment:** refers to a one-time payment or repeating payments made from an eligible account to companies, merchants, individuals or Chase Loans or Credit Accounts. This can include JPMC for payments to Chase Loan or Credit Accounts (if set up as a Payee through the Bill Payment service prior to December 2, 2012; otherwise, it would be a Transfer).
- **Bill Payment date:** refers to the date you would like your payment sent, including payment to your Chase Loan or Credit Account.

- **Bill Payment Service:** refers to a service which permits customers to make one-time or repeating payments to companies, merchants, individuals or Chase Loans or Credit Accounts.
- **Business Account:** refers to any deposit account, such as a checking or savings account, you have with us that is used for business (non-personal) banking purposes.
- **Business Day:** refers to Monday through Friday, excluding Federal holidays. For purposes of Transfers to or from Investment accounts via Internal Transfers, "Business Day" also excludes Good Friday.
- **Cancelled:** refers to when a payment or Transfer will neither be processed nor sent for any reason.
- **Card:** refers to the credit or debit card issued by us.
- **Chase Loan or Credit Account:** refers to one of our credit or loan accounts (including, but not limited to, a mortgage, auto or student loan or credit card) held in your name that has been added as a Payee.
- **Claim:** refers to any dispute, claim or controversy arising now or in the future under or relating in any way to this Agreement, the Digital Platforms or the Services.
- **Communication Service Provider:** refers to an entity offering the transmission, routing, or providing of connections for communications or access via the telephone.
- **Consumer Account:** refers to any deposit account, such as a checking or savings account, you have with us that is used for personal, family or household banking purposes.
- **Current Day:** refers to Bill Payments or Transfers from an account held by us that are scheduled with a present day Send On date; or the next Business Day if scheduled after the Cutoff Time.
- **Cutoff Time:** refers to the time by which we must receive Instructions to have them considered entered on that particular Business Day.
- **Deliver By date:** refers to the date you would like your Bill Payment or Transfer delivered to your intended recipient (i.e., your Payee or your To Account); this may or may not be the date your Bill Payment will be posted by your Payee.
- **Delivery Method:** refers to the way your Bill Payment is transmitted (i.e., either electronically or via check).
- **Draft:** refers to checks, or other negotiable instruments or items prepared by us or our agents and issued pursuant to your Instructions under the Bill Payment Service.
- **EULA:** refers to an end user license agreement or software license agreement whereby a licensor and purchaser establish the purchaser's right to use the software.
- **External Account:** refers to checking and savings accounts held by institutions other than us and registered for External Transfers. The account holder of the External Account must be the same individual or business entity as the account holder of the deposit or prepaid account, or line of credit, mortgage, installment loan or auto account who is authorized to access the Online Service.
- **External Transfers:** refers to the portion of the Payments and Transfers Services that allows you to issue Instructions to us for Payments or Transfers, as applicable, to or from accounts not held by us. External Transfers can be used to Transfer funds between an eligible account held by us and an External Account.
- **FAA:** refers to the Federal Arbitration Act, 9 U.S.C. sections one through sixteen.
- **From Account:** refers to an eligible account from which a Transfer is being requested by you through Payments and Transfers, including from a reloadable, prepaid account

established under the Chase Liquid Card program.

- **Funded:** refers to when a payment amount has been withdrawn from the available balance or available credit of your Pay From account or when an amount to be Transferred has been withdrawn from (or in the case of a line of credit, charged against) the available balance of your From Account.
- **Funding Failed:** refers to when a payment or Transfer will not be delivered after multiple unsuccessful attempts have been made to withdraw funds from the appropriate Pay From account or From Account on consecutive Business Days or when the financial institution holding your External Account notifies us that your attempted Transfer from your External Account could not be completed.
- **Funds Needed:** means when an Instruction made through Payments and Transfers is not processed because the respective Pay From account or From Account had insufficient funds or available credit to complete the transaction after an attempt to withdraw the funds.
- **Future Dated:** refers to Instructions that are not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated payments and Transfers.
- **Gift Card:** has the meaning set forth in Section VII(i) ("Terms Applicable to Your Use of the Gifting Service")
- **Gifting Service:** has the meaning set forth in Section VII(i) ("Terms Applicable to Your Use of the Gifting Service").
- **Information:** refers to financial market information, news and research.
- **Information Providers:** refers to information providers for securities prices and quotations available on the Service. These will include such securities markets as the New York Stock Exchange, Inc.; the American Stock Exchange; NASDAQ Stock Market, Inc.; and other exchanges, their affiliates, agents and other parties.
- **Instructions:** refers to the information provided by you to us for a Bill Payment or Transfer to be delivered to the Payee, Chase Loan or Credit Account or To Account (such as, but not limited to, Payee or To Account name, account number, and Deliver By date).
- **Internal Transfers:** refers to a type of Transfer that allows you to issue Instructions to us between two eligible accounts held by us or make a payment from an eligible account held by us to a Chase Loan or Credit Account.
- **Internet Service Provider:** refers to an entity offering the transmission, routing, or providing of connections for digital communications or access via the Internet.
- **Investment Account:** refers to certain non-FDIC insured investment products and services offered by JPMorgan Chase Bank, N.A. and its affiliates, which may include bank-managed accounts and custody, as part of its trust and fiduciary services, as well as brokerage and advisory accounts offered through J.P. Morgan Securities LLC.
- **Market Alerts:** refers to a feature of the Online Service which will allow you to receive alerts via e-mail for events related to markets and securities, such as the price of a specified security reaching a particular threshold.
- **Mobile Services:** refers to any mobile products, services, functionality and associated documentation or software available on Chase Mobile or JPMorgan Mobile through the use of a mobile device or tablet device.
- **Multiple-Business Subscription:** refers to accounts which may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax identification number which may be added to your business subscription with the agreement of each such

business.

- **NACHA:** refers to the National Automated Clearing House Association.
- **Online Services:** refers to any online products, services, functionality and associated documentation or software available on Chase Online or JPMorgan Online through the use of a desktop computer or laptop.
- **Password:** the password used to access a your profile on the Digital Platforms.
- **Paperless Statements Service:** refers to the service whereby customers can elect to receive certain communications from us in an electronic format. These communications include, but are not limited to, any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, prospectuses, trade confirmations, notices, responses to claims, transaction history, privacy policies and all other information that we are required by law to provide to you in writing.
- **Payee:** refers to the merchant or other person or entity to whom you designate a payment to be directed.
- **Pay From Account:** refers to an eligible deposit or prepaid account you maintain with us from which Bill Payments will be made.
- **Payment Amount:** refers to the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer.
- **Pending:** refers to any Instruction that you have requested to be made that has not started to process and has not been Cancelled by you.
- **Person:** means a natural person or a business, government, or nonprofit entity.
- **PFM Service:** refers to a service that allows you to use PFM Software to access the Online Service to make Bill Payments and Transfers, and access account information such as balance and transaction history.
- **PFM Service Fee:** refers to a monthly service fee for customers who subscribe to the PFM Service.
- **PFM Software:** refers to third party software, such as Quicken, QuickBooks, or TurboTax. Quicken, QuickBooks and TurboTax are trademarks or registered trademarks of Intuit Inc., in the United States and other countries.
- **Primary Account:** refers to the checking or prepaid account, if eligible, you designate for paying any potential monthly service-fees.
- **Real-Time Payments Service:** refers to a service that allows you to send or receive payments to other Persons.
- **Real-Time Payments Service for Vendors and Employees:** refers to a type of Real-Time Payments Service that allows you to send payments to your vendors and/or employees, but only if you have a Business Account and are enrolled in ACH Payments Services. For clarity, Real-Time Payments Service for Vendors and Employees is a "Real-Time Payments Service," as defined and used herein, except as expressly referenced separately by name in the Fees section under "Terms Applicable to Your Use of the Real-Time Payments Service".
- **Real-Time Transfer System:** refers to the real-time transfer system that is accessed through the Real-Time Payments Service.
- **Receiver:** refers to a Person that receives a payment through the Real-Time Payments Service.
- **Receiver Addressing Information:** refers to addressing information of the Receiver, which may include the Receiver's account number, routing number, telephone number, and/or email address, as applicable.

- **Receiving Financial Institution:** refers to us, when you are the Receiver, and the Receiver's financial institution, when you are the Sender.
- **Regional ACH:** refers to the applicable automated clearing house.
- **Repeating Bill Payments:** refers to automatic recurring Bill Payments or Transfers to the same Payee or To Account, respectively, for the same amount (or varying amount, in the case of variable automatic bill payments) which you can authorize for transmission.
- **Rules:** refers to the rules of NACHA and Regional ACH.
- **Send On Date:** refers to the date we will begin the delivery process or the date we will send a request to withdraw funds from your External Account, and begin the delivery process. The Send On date may or may not be the date funds are withdrawn from your Pay From account.
- **Sender:** refers to a Person that sends a payment through the Real-Time Payments Service.
- **Sending Financial Institution:** refers to us, which you are the Sender, and means the financial institution that holds the Sender's account, when you are the Receiver.
- **Service Participant:** refers to a financial institution that participates in the Real-Time Payments System, which includes JPMC.
- **Service Transfer:** refers to a payment from a Sender to a Receiver through the Real-Time Payments Service.
- **Service Transfer Amount:** refers to the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver.
- **Services:** refers to any Online Services and Mobile Services available on the Digital Platforms.
- **Systems:** refers to all software, hardware or other equipment necessary for you to access and use the Digital Platforms and Services.
- **Text Banking:** refers to mobile text messaging related services initiated by you for the purpose of accessing certain account related information and/or conducting certain money movement activities.
- **To Account:** refers to the account to which a Transfer is being requested by you via the Bill Payments and Transfers Services.
- **Transfer Date:** refers to the date we will begin the delivery process for Transfers made via the Internal Transfer Service, or the External Transfer Service, this is the date the Transfer request will be sent.
- **Transfers Service:** refers to a service which permits users to Transfer funds between your eligible accounts held by us or between an eligible account held by us and an External Account.