Business Account Bill Payments and Transfers Agreement

Last updated: 02/13/2025

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 "Agreements & disclosures" tab within the website. To print the Bill Payment and Transfers & Other Services Agreement, select File from the menu bar and then select Print. Finally, select OK in the Print Setup box.

TABLE OF CONTENTS

General Terms

- 1. Payments and Transfers
 - 1.1 General Terms Applicable to Payments and Transfers
 - 1.2 Transfers
 - 1.3 Payment Services
- 2. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR CONSUMER ACCOUNTS
 - 2.1 Your Liability for Unauthorized Transfers or Payments
 - 2.2 Our Liability for Failure to Complete Payments and Transfers
 - 2.3 Errors and Questions about Payments and Transfers
- 3. Our Guarantees
 - 3.1 The Online and Mobile Banking Guarantee Only for Online and Mobile Payments and Transfers (for Consumer Deposit and Prepaid Accounts Only)
 - 3.2 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
- 4. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR BUSINESS ACCOUNTS
 - 4.1 Linking Multiple Accounts Business and Consumer
 - 4.2 Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only
 - 4.3 Errors and Questions about Payments and Transfers for Business Deposit Accounts Only
- 5. OTHER SERVICES
 - 5.1 Terms Applicable to Your Use of the Real-Time Payments Service

General Terms

NOTE: If you are a Chase prepaid account holder, some products and services may not be available to you via the Online Service.

This Bill Payment and Transfers Agreement ("Addendum") supplements the Online Service Agreement ("Initial Agreement") to which you agreed at your initial logon to the Online Service, and amends and becomes a part of the Initial Agreement. The terms of the Initial Agreement are hereby ratified, affirmed and incorporated herein, and shall continue to apply in all respects, as amended hereby. Any capitalized term used but not defined herein shall be given the meaning ascribed thereto in the Initial Agreement. In the event of any conflict between the terms of the Initial Agreement and this Addendum, the terms of this Addendum shall be controlling. All references hereinafter to the term "Agreement" shall mean the Initial Agreement as modified by this Addendum.

1. Payments and Transfers

1.1 General Terms Applicable to Payments and Transfers

You may use the Online Service to make one-time or repeating payments to companies, merchants, individuals or Chase Loans or Credit Accounts, or to transfer funds between your eligible accounts held by us or between an eligible account held by us and an External Account ("Payments and Transfers"). When you use, or allow another to use, the Online Service to send instructions to us to make payments or transfers through the Online Service you agree to the following terms and conditions set forth in this Addendum. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Addendum. You also agree that once a Payment or Transfer has been designated with a status of "Sent" or "Completed", you cannot cancel that Payment or Transfer.

All of your payments and transfers made through Payment and Transfers will appear on the statement for your respective accounts. Certain payments or transfers available through the Online Service may be subject to terms and conditions in agreements separate from this Addendum that apply to such other services including, but not limited to, the online wire transfer service; payroll and tax payment services, the Chase QuickPay® with Zelle® Service and Terms for Your Chase Pay Wallet. Please refer to the agreements and documentation that you receive for those services for that information.

Note: Any transfer made from any of your savings accounts by using the Online 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. 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.

You agree to be bound by and comply with such other written requirements as we may furnish to you in connection with your deposit or prepaid accounts, credit card accounts, and other products that may be accessed via Payments and Transfers, 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 the Payments and Transfers section of this Addendum and such other agreements, these Payments and Transfers terms and conditions shall control.

Note: Not all accounts are eligible for Payments and Transfers. 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 Payments and Transfers may be made in our sole discretion.

A. Definitions

As used in this Addendum, the following terms have the meaning set forth below. If you use the PFM Software, the capitalized terms used in this Section or on our website may not be used by your PFM Software or may not correspond to the terms used by your PFM Software.

- "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" means when a payment or transfer will neither be processed nor sent for any reason;
- "Chase Loan or Credit Account" means 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;
- "Current Day" refers to 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" means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled "Cutoff Times" for additional details;
- "Deliver By date" means the date you would like your 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 payment will be posted by your Payee;
- "Delivery Method" means the way your payment is transmitted (i.e., either electronically or via check);
- "Draft" means checks, or other negotiable instruments or items prepared by us or our agents and issued pursuant to your Instructions under Bill Pay;
- "External Account" means 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" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, to or from accounts not held by us;
- "From Account" means 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 ("Chase Liquid Card");
- "Funded" means 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" means 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" means 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;
- "Instructions" means 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" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments and transfers, as applicable, between two eligible accounts held by us;
- "Investment Account(s)" means 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;
- "Paid" means a payment made via paper check has been completed because the check has been presented to Chase for payment.
- "Payee" means the merchant or other person or entity to whom you designate a payment to be directed;
- "Pay From account" means an eligible deposit or prepaid account you maintain with us from which 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;
- "Payment date" means the date you would like your payment sent, including payment to your Chase Loan or Credit Account;
- "Pending" means 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;
- "Primary Account" means the checking or prepaid account, if eligible, you designate for paying any potential **monthly** service-fees;
- "Processed" means an electronic payment has been sent to the payee; however, since electronic payees do not provide us with confirmation of receipt or processing of electronic payments, you need to contact payee directly for confirmation
- "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 RealTime 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;
- "Repeating " means 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;
- "Send On date" means 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;
- "Sent" means the status of a Payment or Transfer where the funds have been debited from the applicable account, but which Payment or Transfer has not yet been posted to the account;
- "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;
- "To Account" means, the account to which a transfer is being requested by you via Payments and Transfers Service;
- "Transfer date" means 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" means, collectively, Internal and External Transfers.

B. Disclosure of Account Information to Third Parties

We may disclose information to third parties about your account or the bill payments and transfers you make:

- 1. as necessary to complete transactions.
- 2. in connection with the investigation of any claim you initiate.
- 3. to comply with government agency or court orders.
- 4. in accordance with your written permission.
- 5. as otherwise permitted by the terms of our privacy policy.

Our privacy policy, which includes details about our information sharing practices and your right to opt-out of certain information sharing was provided to you when you opened your account. It can be viewed by clicking on the "Privacy" link on any of our website pages.

C. Cutoff Times

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

<u>Transfers</u> **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

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

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 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

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 ET 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 ("ET"):

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

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

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 ET 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 ET on that Send On date

<u>Transfers</u> **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 Addendum 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. If you enter Instructions after the Cutoff Time with a Send On date that is the Current Day or next Business Day, we may initiate the Transfer process immediately, which means the Transfer may be Funded prior to the requested Send On date.

Notwithstanding the foregoing, for Investment Accounts, Sections 1.2(B)(iv) and 1.2(C)(iv) also apply.

D. Service Fees

Unless otherwise noted in your account agreement, we do not charge a monthly service fee for Payments or Transfers. If we process a payment or transfer 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 Deposit Account Agreement, Cardmember agreement, or other applicable agreement. We are not responsible for any payment or transfer request if there isn't enough money in the designated Pay From or From Account or if the payment request exceeds your credit card limit.

E. Repeating Payments and Transfers

Repeating 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 following Business Day if the regular Send On date falls on a non-Business Day (for payments) or on the prior Business Day if the regular Transfer date falls on a non-Business Day (for transfers). Repeating 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 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 transaction on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you wish to cancel a Repeating payment or transfer, you should cancel your transaction online. Future Dated or Repeating Internal Transfers may be Cancelled before 11:59 p.m. ET the Business Day before the Send On date or Transfer date. Future dated Payments to Chase Loan or Credit Accounts may be Cancelled until the Cutoff Time on the Payment date. If you order us to stop a Repeating 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 for any reason you cannot access the Online Service, you may also call or write online customer service at the phone number or address set forth in the paragraph entitled "Your Liability for Unauthorized Transfers or Payments". If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Repeating transfers are not available for Investment transfers.

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

For Investment Accounts, you can establish a repeating incoming Transfer instruction only; **outgoing** Transfers must be entered individually. To cancel or modify an existing transfer request, you must contact Investment Services at **1-800-392-5749**.

1.2 Transfers

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. Except with regard to certain Transfers to and from Investment Accounts, if there are insufficient available funds, including funds in any linked account used for Overdraft Protection, (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 (inclusive of any funds in a linked account used for Overdraft Protection) 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 online. After the final attempt, the transfer request will be Cancelled. A status of "Funding Failed" will appear online. We will send a message advising you of each failed attempt to transfer from your From Account.

For Investment Accounts, you can set a future Transfer date even if there are insufficient funds in the Investment Account. On the Transfer date, any available funds will be transferred, **even if the amount is below the requested Transfer**, which will mean that the

cash balance in the Investment Account will be zero (\$0). You will be notified if your available cash balance is below your Transfer amount. If your account has a zero (\$0) balance as of the Transfer date, the Transfer will be rejected.

B. Internal Transfers

Internal Transfers can be used to transfer funds between your eligible accounts held by us, or to make a payment from an eligible account held by us to a Chase Loan or Credit Account. 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.

- 1. Transfer Limits: To protect your account, we place a daily dollar limit on Internal Transfers sent to or from your eligible Chase accounts, even if your available balance is higher than the daily limit. However, we may allow transactions that exceed your limits or temporarily reduce your limits without notice, for security purposes. We may refuse to process any transaction that exceeds the applicable limits or to protect the security of your account or the transfer system. You may make Internal Transfers up to (A) your available balance plus any amount in your overdraft protection account; or (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.
- 2. 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 payments and transfers; however the funds will not be available to cover other 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 or prepaid accounts held by us) will be deducted from your From Account on the Transfer date.
- 3. <u>Transfers from line of credit accounts held by us:</u> Current Day money transfers from line of credit accounts held by us 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.

- 4. <u>Transfers to or from Investment Accounts:</u> Current Day Transfers can be made between eligible deposit accounts or prepaid 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.**
 - Transfers to Investment Account

When Instructions are received by us at or before the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the next Business Day following the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. During the interim period between when the funds are posted and are viewable and available for trading, a hold for the amount in question will be placed on the From Account in the amount of the transfer for up to four (4) Business days. Please note that, with Transfers to Investment Accounts in excess of \$100,000, only the first \$100,000 will be immediately available to trade.

Transfers from Investment Account

When Instructions are received at or before the Cutoff Time, funds in the Investment Account will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading. These Transfers will be posted to, and viewable in, the To Account as of 5:01 PM ET on the day the Instruction was made. These funds will be available in the To Account at or about 11:59 PM ET on the day they post and are viewable in the To Account. When Instructions are received **after** the Cutoff Time, funds in the Investment Account will be reduced by the amount of the transfer on the next Business Day following the day the Instruction was made and be posted to, and viewable in, the To Account as of 5:01 PM ET that day. The funds will be available in the To Account. For Transfers from Investment Accounts, the Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading, regardless of whether Instructions are received at or before/after the Cutoff Time.

5. <u>Autosave Feature:</u> 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. We may offer certain Autosave features which, if used by you, 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 <u>chase.com</u> 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.

C. External Transfers

External Transfers can be used to transfer funds between an eligible account held by us and an External Account. To initiate 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.

i. <u>Transfer Limits:</u> To protect your account, we place a daily dollar limit on Internal Transfers sent to or from your eligible Chase accounts, even if your available balance is higher than the daily limit. However, we may allow transactions that exceed your limits or temporarily reduce your limits without notice, for security purposes. We may refuse to process any transaction that exceeds the applicable limits or to protect the security of your account or the transfer system. Excluding Transfers to or from Investment Accounts, Transfers to or from External Accounts may be made in amounts of up to the daily maximum noted in the chart below for your applicable account segment in the aggregate from all your combined Chase accounts, except as otherwise described in the subsections below. To help protect you from fraud and scams, Chase dynamically determines the limit for each External Transfer(s) based on internal Chase criteria at the time you schedule the transfer. The maximum daily limit applicable to you will be displayed at the time you set up the transfer and may be lower than the maximum shown in the table 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.

	Maximum Daily Limit (all accounts in the aggregate)
Consumer Banking	\$25,000.00
Chase Sapphire Banking	\$100,000.00
Chase Private Client	\$100,000.00
Private Banking	\$100,000.00
Business Banking	\$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 or from Investment Accounts

- a. Transfers to Investment Account: When Instructions are received by us **at or before** the Cutoff Time, funds will be posted to, and viewable in, the Investment
 Account as of 5:01 pm ET on the next Business Day after the day the Instruction
 was made. These funds will be available for trading at or about 11:59 PM ET on the
 day they post and are viewable in the Investment Account. When Instructions are
 received after the Cutoff Time, funds will be posted to, and viewable in, the
 Investment Account as of 5:01 PM ET on the second Business Day following the
 day the Instruction was made. These funds will be available for trading at or about
 11:59 PM ET on the day they post and are viewable in the Investment Account.
 During the interim period between when the funds are posted and are viewable
 and available for trading, a hold for the amount in question will be placed on the
 External Account in the amount of the transfer for up to four (4) Business Days.
- b. Transfers from Investment Account: When Instructions are received at or before the Cutoff Time, funds will be posted to, and viewable in, the External Account as of 5:01 PM ET on the next Business Day after the day the Instruction was made. These funds will be available in the External Account at or about 11:59 PM ET on the day they post and are viewable in the External Account. When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in, the bank account as of 5:01 PM ET that day. The funds will be available in the External Account at or about 11:59 PM ET on the day they post and are viewable in the External Account. Regardless of whether Instructions are received at or before/after the Cutoff Time, the Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading.
- 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 of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and 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. We reserve the right at any time to delay the availability of funds transferred into your deposit account via a debit from another account pending settlement or until such time as those

transactions cannot be reversed in accordance with the Rules or applicable law.

1.3 Payment Services

A. General Terms Applicable to Payments

- 1. Your responsibilities: You authorize us to remove funds from your designated Pay From account for all payments that you initiate and you agree to have sufficient available funds on the Send On date or Payment date for each such 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 available funds for the Service. If there are insufficient available funds to cover a Current Day payment, we will not retry the payment and it will be immediately rejected. If sufficient funds are not in your account to cover a Current Day payment, we will not retry the transaction and the payment will be immediately rejected. In the case of Future Dated payment, if sufficient funds are not in your account on the Send On or Payment date we may reject the request, or accept the request and process the 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 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 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 payments to a 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 other of your accounts for the amount of the overdraft.
- 2. WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR PAYMENT TO BE LATE.
- 3. 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.

B. Bill Payments

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). This can include us for payments to Chase Loan or Credit Accounts (if set up as a Payee through the Bill Payment service prior to December 2, 2012). You must have an eligible checking account, Chase Liquid Card, AMA, or investment account with us in order to make bill payments. 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.

1. <u>Description of Services:</u> 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 Bill Payment to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. The minimum Bill Payment allowed is normally \$.01. The maximum total dollar amount of all 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 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 payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the Instructions that we receive through Bill Payments. 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 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 payments that you authorize through the Bill Payments. 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.

- 2. Because your payment Instructions are transmitted to us on your computer or mobile device, the payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the 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. <u>Delivery Method (excluding Chase credit card Bill Payments):</u> We remit two types of payments on your behalf to your Payees electronic funds transfer and paper check, depending on your Payees determined method of receiving payments. The Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen when your payment is scheduled. If paper check is displayed, your Payee does not accept electronic payments.

The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, 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 payments and if the Payee provides us with sufficient notice, for the most current payment. If a Payee begins accepting electronic payments, payments to that Payee will be processed electronically and the Send On date will be changed accordingly for all subsequent payments. In case of payment delivery errors, we will modify the payment delivery method accordingly, i.e., if an electronic payment is undeliverable or Payee cannot accept an electronic payment due to a temporary issue, the payment may be resubmitted by check. We will notify you via e-mail if the Delivery Method indicated for your scheduled payments changes to a slower Delivery Method, i.e., one that increases the delivery time of your payment; otherwise, you will not be notified of Delivery Method changes. Once an electronic payment is indicated on screen as "Processed", we no longer control or receive updates on the payment status and you will need to contact your Payee for further information. Please note that, in some situations, if a 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 due to internal fraud review, or in handling and posting payments by slow responding 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 PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

- 4. 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 1.3(B), and additional terms for variable automatic bill payments may be presented to you at the time you set up the variable automatic bill payment.
- 5. <u>Canceling Bill Payments:</u> 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.

C. Payments to Chase Loans or Credit Accounts

i. Payments to Chase Mortgage or Auto Loan or Lease Accounts:

Only Business Days may be chosen as 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.

ii. Payments to Chase Home Equity or Personal Loan or Line of Credit Accounts:

Same day payments using a Chase deposit or prepaid account made before the Cutoff Time as stated above on any day will be credited with the date the payment is submitted. Only Business Days may be chosen as Payment dates for Future Dated payments or payments made using a non-Chase checking account and Instructions must be received by us by the Cutoff Time as stated above 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.

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.

Note: Payments to Chase credit card or student loan accounts have separate terms that will be provided at the time Instructions are provided by you.

D. 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.

E. Duplicate Payments

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

For customers making payments via your PFM Software, you may not receive an error message for duplicate payments. Should 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 Online Service with your original PFM Software, you MUST (1) check to see if any Pending payments which you have ordered to be made remain outstanding, and (2) cancel any Pending payments prior to loading the new software. Failure to cancel Pending payments prior to installing the new software may result in the issuance of duplicate payments. You authorize us to pay any duplicate payments that you have directed. WE WILL NOT BE RESPONSIBLE FOR ANY PAYEE'S REFUSAL TO RETURN ANY DUPLICATE PAYMENTS MADE AS A RESULT OF SOFTWARE CHANGES THAT YOU DIRECT.

F. Stale Dated Payments

Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 90 days. 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.

G. 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 or payments to Payees located outside the United States, each of which is prohibited under this Agreement.

H. Terms Applicable to your use of the e-Bills Service for both Consumer and Business Account

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

- 1. <u>Electronic Communications/Payee Terms</u>. 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.
- 2. <u>Limitations.</u> 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.
- 3. <u>Approval of e-Bills</u>. 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.
- 4. 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.
- 5. <u>Timely Delivery of e-Bills</u>. 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.
- 6. <u>Cancel e-Bills</u>. 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.
- 7. **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.
- 8. **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.

9. 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.

- 10. **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.
- 11. **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.

2. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR CONSUMER ACCOUNTS

A consumer account is one that is used primarily for personal, family or household purposes. If you perform transactions from a home equity line of credit or other credit account, please see your home equity line of credit or other credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts. Except for online transfers covered by this Section 2, concerns about other transactions in your Investment Account or errors on your confirmations and statements from J.P. Morgan Securities LLC must be reported in accordance with the terms of your Brokerage Account Agreement.

If we tell you the Delivery Method for your payment is paper check and make the payment by paper check, the terms in this Section 2 do not apply to the payment. For information on your rights and obligations involving erroneous paper checks (including paper checks you did not authorize), see Section V of our Deposit Account Agreement. If we make the payment electronically, this Section 2 will apply to the payment even if we told you the Delivery Method for your payment is a paper check.

2.1 Your Liability for Unauthorized Transfers or Payments

If you permit other persons to use Payments and Transfers or 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 or writing us at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.

Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized online transfer or 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 tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer or 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 online transfer or 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 payment was transmitted to you, you may not get back any 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 will extend the time periods.

2.2 Our Liability for Failure to Complete Payments and Transfers

If we do not complete a transfer or 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:

- A. 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.
- B. 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 payment.
- C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- D. The Payee or, for 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 Payments and Transfers.
- E. 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 payment amount for the Payee on a 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 payment and is not intended to list all of the circumstances where we would not be liable.

2.3 Errors and Questions about Payments and Transfers

If you think your statement is wrong, or if you need more information about a transaction listed on it, call or write us at the telephone number or address at the end of this Addendum. For personal accounts only, the following procedures apply: 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:

- 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.

3. Our Guarantees

3.1 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 Payments and Transfers, we will reimburse you 100% if you tell us within two Business Days of your discovery of the unauthorized transaction. (See the paragraph entitled "Your Liability for Unauthorized Transfers or Payments", above governing "Your Liability for Unauthorized Transfers.") Our guarantee covers only things that are within our control -- the guarantee does not cover your failure to completely log out and exit the Online Service when you're finished with your online session or away from your computer or mobile device, nor does it cover your negligent handling of your User ID and Password. It is your responsibility to use care when exiting the system and safely maintain your user IDs and Passwords.

3.2 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 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.

4. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS

AND TRANSFERS FOR BUSINESS ACCOUNTS

4.1 Linking Multiple Accounts - Business and Consumer

You may use Chase Online for Small Business to access eligible accounts. These accounts 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 (a "Multiple-Business Subscription"). You may be permitted to link consumer accounts to your Online Service profile 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.

4.2 Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only

You are responsible for all transfers and payments that are authorized using your Online Service Password. If you permit other persons to use the Online Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE 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 ONLINE SERVICE, 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 Online Banking 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 Payments and Transfers. 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, 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, 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.

4.3 Errors and Questions about Payments and Transfers for Business Deposit Accounts Only

For business accounts, our practice is to follow the procedures described in Section 2.3

above, but we are not legally required to do so.

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.

5. OTHER SERVICES

5.1 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 a return of 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, including those made in response to a request for payment, cannot exceed \$100,000.00 per transfer. If you are expecting a Service Transfer, it is your responsibility to advise the Sender of this limit. Additionally, we may set a transaction limit for outgoing payments you make using the Real-Time Payments Service in connection with a request for payment, in which case we will provide you with notice of the amount of such limit. Any such transaction limit may change from time to time. If you receive a request for payment that exceeds the transaction limit, you may make a partial payment up to the transaction limit, subject to any limitations or restrictions on receipt of payment by the Receiver.

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, or make payments in response to requests for payment, subject to the following terms:

- i. You may only submit requests for payment, or make payments in response to requests for payment, to Persons who: (i) are known to you; and (ii) would reasonably expect to receive a request for payment, or receive a payment in response to a request for payment, from you.
 - By submitting a request for payment or making a payment in response to a request for payment, you represent and warrant that the request or payment is not for a Prohibited Payment (as defined below) and is not fraudulent, abusive, or unlawful.
- ii. You acknowledge and agree that we do not guarantee that the Sender will send payment, in whole or in part, in response to, or otherwise accept, your request for payment.
- iii. You acknowledge and agree that our enabling the use of the Real-Time Payments
 Service to receive requests for payment or to make payments in response to requests
 for payment does not require us to provide for or guarantee delivery of a request for
 payment or payment in response to a request for payment to any and all Persons. 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.
- iv. You acknowledge and agree that your use of the Real-Time Payments Service to receive requests for payment or to make payments in response to requests for payment may be subject to eligibility requirements, and we may suspend or terminate your ability to submit or receive 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.

Deposit and prepaid accounts are FDIC insured to the fullest extent allowed by law.

JPMorgan Chase Bank, N.A. Equal Opportunity Lender

Investment products and services are offered through J.P. Morgan Securities LLC (JPMS), a member of FINRA and SIPC. JPMS is an affiliate of JPMorgan Chase Bank, N.A. Products not available in all states.

INVESTMENT PRODUCTS ARE:

- NOT INSURED BY FDIC
- NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, JPMORGAN CHASE BANK, N.A. OR ANY OF ITS AFFILIATES
- SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.