# Zelle® Service Agreement and Privacy Notice

Last updated: 10/16/2026

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.

This Zelle® Service Agreement and Privacy Notice (this "Agreement") states the terms and conditions that govern your use of the Zelle® service with Chase as described herein. References to Zelle with Chase, Zelle with J.P. Morgan, Chase QuickPay®, Chase QuickPay® with Zelle®, QuickPay, Send Money with Zelle®, Chase Person-to-Person, QuickPay, Chase QuickPay for Small Business, Zelle, and J.P. Morgan QuickPay, or other trade name or trademark as determined by us, mean the Zelle® service or "Service". As used herein, the terms "Bank", “Chase” "us," "we," or "our" mean JPMorgan Chase Bank, National Association, or any affiliate, agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Service; "you" or "your" means (1) an individual or entity that is the owner of an account or (2) an authorized signer on an account who has authority to view account information and effect transactions on such account.

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# 1. Description of the Service

a. Chase offers eligible customers the opportunity to use the Zelle Network® (“Zelle®” or “Zelle”) as a convenient way to send and receive money with others you trust who are enrolled in Zelle with us or are enrolled with another financial institution that provides Zelle through its online banking and/or mobile app (each, a “User”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described in these terms (the “Service”). We will refer to financial institutions, like Chase, that provide Zelle® through its online banking and/or mobile app as “Network Financial Institutions.”
b. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.
c. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transferred by a Network Financial Institution.
d. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU

TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

e. NEITHER WE NOR ZELLE® OFFERS PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE WITH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). For more information, see the section titled “No Purchase Protection” below. REIMBURSEMENT IS AVAILABLE FOR VALID, TIMELY REPORTED UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. See your deposit account agreement for information on your error resolution rights and contact information for notifying us about disputed transactions.
f. We grant to you, for your personal use or, if you are a business, internal business purposes only, a nonexclusive, limited and revocable right to access and use the Service. You agree not to use the Service for any other purpose, including commercial purposes, such as co- branding, framing, linking, or reselling any portion of the Service without our prior written consent.
g. Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control.

## 2. Eligibility and User Profile

a. When you enroll to use the Zelle Service or use or access the Zelle Service, or another person(s) or entity who is legally delegated to act on your behalf uses or accesses the Zelle Service, you are agreeing to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.
b. We may amend or change this Agreement (including any applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail or by posting the updated terms on our website or mobile app (the "Site(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Service. Your use of the Service after we have made such changes available will be considered your agreement to the change.
c. In order to enroll in the Service to request, send or receive money, you must have one or more eligible U.S. accounts to designate a Pay From Account and/or a Pay To Account, as applicable. Customers may only enroll in Zelle with Chase with an eligible Chase checking account. If the existing default Pay From Account or Pay To Account you designated is inactive or terminated, we may, and you hereby authorize us to, designate on your behalf another eligible and active Chase Account in your profile as your primary Pay From Account or Pay To Account. You may change the designated accounts at any time subject to the terms of this Agreement.

d. We have the right to determine eligibility and to restrict categories of recipients to whom payments may be made using the Service in our sole discretion. If eligible, the Service may be used to make a transfer between (i) a Chase Account and another Chase Account, or (ii) a Chase Account and a Network Bank Account (other than Chase).
e. **Restrictions and limitations on use of the Service, including some that are specific to your use of Zelle with Chase**:
    i. The Service is intended only for domestic use in the United States. You represent that you are a U.S. resident (not including U.S. territories). You agree that you will not use the Service for International ACH Transactions or to send or receive payments through the Service to or from non-U.S. locations, which are improper payments prohibited under this Agreement.
    ii. You agree that you will only use the Service for lawful purposes and consistent with its intended purposes as disclosed in these terms. You further agree not to use the Service to request, send or receive money from anyone 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, and you agree that you will not use the Service to request money from anyone for any such payments.
    iii. You agree that you will not authorize a third party to use the Zelle Service or share your credentials with a third party to use the Zelle Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.
    iv. As a recipient or sender of any transfer using the Service, you acknowledge and agree that we may, in our discretion, (A) require the use of a trusted device (as defined in your deposit account agreement), (B) delay, block or cancel a payment, (C) put a hold on the amount of such payment to or from the Pay From Account or other account (as permitted by applicable law), or (D), charge back and/or claim a refund from you for the amount of such payment, for various reasons including, but not limited to, fraud, scams, suspicious or illegal activity, ineligible or improper payment, payment does not comply with our policies, network rules or terms of service, duplicate payment, incorrect payment (amount or recipient), or otherwise to meet our regulatory, network or other legal obligations. This may include, but is not limited to, payments identified as originating from contact made through social media, social media marketplaces, and/or social media messaging apps. For example, we may delay or hold your payment if we need additional time to verify your identity, the identity of the person sending or receiving the money, or details about the payment, or the payment may be delayed or held due to technical difficulties or circumstances beyond our control. If we delay or block a payment that you have initiated, we will notify you in your account online and/or through email or text message. Neither we nor Zelle shall have liability to you for any such payments, including without limitation, (i) any failure, through no fault of us or Zelle, to complete a transaction in the correct amount or to the correct recipient

(e.g. you enter the amount or recipient information incorrectly), or (ii) any related losses or damages. See Section IX.C. *Restricting Your Account; Blocking or Delaying Transactions* of your Chase deposit account agreement for additional details.

v. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle Service at any time and without prior notice for reasons, including, but not limited to, your use of the Zelle Service at any Network Financial Institution which may be deemed to be: (i) illegal, (ii) ineligible or improper, (iii) inconsistent with (A) network rules, (B) our policies, or (C) terms of service, (iv) potentially associated with scams or fraud, (v) brand damaging, or (vi) potentially exposing us, Zelle, or the financial system to risk.

vi. **Using Zelle through Chase to send payments identified as originating from contact through Social Media:**

- To help protect you from fraud and scams, the Zelle Service should be used for payments between friends, family, and others you trust and should not be used to pay for goods from recipients with whom you are not familiar. The Service is not intended, and should not be used, for the purchase of goods from retailers, merchants, or the like, including on or through social media or social media marketplaces or messaging apps. Neither we nor Zelle offer purchase protection for non-receipt, damage, or "not as described" claims related to the purchase of goods and/or services. See the section titled *No Purchase Protection* for more information.
- If you are sending a Zelle payment from your Chase account that is identified as originating from contact through social media, we may, in our discretion delay, decline or block that payment.
  - We may request information from you (for example, when you set up a payment or add a recipient) regarding your purpose of payment, the method of contact with your recipient, or other details we deem appropriate to assess whether your payment has elevated fraud or scam risk, or is an illegal, ineligible or improper payment. You agree to provide the requested information if asked.
  - We may in our discretion decline payments, restrict your use of Zelle® through Chase, or take other actions as described in your account agreement if you do not respond truthfully to questions we ask or if you otherwise engage in risky use of the Zelle Service, which includes alleged deceit, fraud, or material misrepresentations in providing information about your payment.
  - Any failure to delay, decline or block an ineligible payment does not constitute a waiver of our right to so do for future payments.

f. **Zelle Content Standards:**

i. You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service (including but not limited to memo fields accompanying a transfer) any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic,

defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

ii. Although neither we nor Zelle have any obligation to monitor any Content, both we and Zelle have absolute discretion to remove Content at any time and for any reason without notice. We and Zelle may also monitor such Content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability for, any Content, including any loss or damage to any of your Content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.

iii. **Zelle tags:** The Service may include functionality for you to use a unique alpha-numeric identifier to your enrolled User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your "Zelle tag." Not all Users may be eligible for Zelle® tag enrollment, and Zelle and Chase may determine eligibility in their sole discretion. Initially, only Chase Business Account Users of our Zelle service are eligible to enroll a Zelle tag, although consumer Zelle Users may send money to and receive payment requests from a User using a Zelle tag. Each Zelle tag must have an eligible U.S. mobile phone number associated with it, and there will be a limit on the number of Zelle tags you may use. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle® tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant

intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

# 3. Enrolling in the Service

a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers), and must immediately update any enrolled email address or mobile phone number that you surrender or no longer use. You may not register or enroll with a home phone or “landline” phone number, toll-free number, Google Voice number, or Voice over Internet Protocol phone number.
b. To send, request and/or receive money, the User must (i) be enrolled in Zelle at Chase or at another Network Financial Institution, and (ii) have an eligible Pay To Account or Pay From Account, and in the case of transfers between you and another User at J.P. Morgan Chase, eligible Pay To and Pay From Accounts that are Chase Accounts.
c. Once enrolled, you may:
    i. authorize a debit of your account to send money to another User at your initiation or in response to the request of that User; and
    ii. receive money from another User at that User's initiation or in response to your request, subject to the conditions of the Section below titled "Requesting Money."
d. If at any time while you are enrolled, you do not send or receive money using the Service for a period of twelve (12) consecutive months, we will deactivate your unused Zelle token(s). We will give you notice of the inactivity and potential token deactivation in advance as described herein, and you may request to reenroll those tokens after deactivation. After eleven (11) months of inactivity, we may contact you and request you verify your Zelle token or complete a qualifying activity (such as sending a Zelle payment from your Chase app or Chase online, or receiving a Zelle payment with the unused token(s)) (“verification process”) and/or take other steps to confirm that the U.S. mobile phone number, email address or Zelle tag (if applicable) that you enrolled as your Zelle token still belongs to you. If you do not complete the verification process and we are unable to confirm that you are the owner of the mobile phone number, email address or Zelle tag, or we receive information that you are not the owner of the mobile number, email address or Zelle tag, then we may deactivate your token(s) and cancel your enrollment in the Service and you will not be able to send or receive money with the Service until you enroll again.
e. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number, email address and/or Zelle tag (if applicable) that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers, email addresses and/or Zelle tag should be used to send money to you with

Zelle. If a User sends you money using a different U.S. mobile number, email address or Zelle tag (if applicable) that they may have for you (for example, your e-mail or mobile phone number that is not already enrolled with Zelle), you will receive a message with instructions on how to enroll with Zelle.

f. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the Contact Method for communication related to the Service and must meet the requirements described herein.
g. If you receive a Zelle payment or request for payment from another User, or have sent a payment or request for payment and no longer want to receive payments or requests for payments from that User, the Service may include functionality that allows you to block them through Zelle with Chase in the Chase mobile app or online at chase.com. You may block, unblock or reblock the User at any time. You understand and agree that once you place a block through Zelle with Chase:
    i. The blocked User will not be able to send any payments or requests through the Service to you unless you remove the block; you will still be able to send payments to the blocked User;
    ii. While we will take reasonable steps to completely block your selected User from transacting with you on Zelle with Chase, due to Network limitations at this time, certain changes pertaining to the User's account and/or Zelle IDs may impact the effectiveness of the User block; we cannot guarantee that you will never receive another payment or request for payment from that User post-block and if you do, you may need to block the User again;
    iii. We do not guarantee the availability, timeliness or success of any blocking functionality described in this Section;
    iv. We will not notify the User that you have blocked them; however, we cannot guarantee that the User will not become aware that you have blocked them;
    v. Neither we nor Zelle shall have any liability to you or any third party for any losses or damages related to any delay or failure by us to block a User, for any subsequent payments or requests from that User that we are unable to block due to Network limitations.

# 4. Definitions

As used in this Agreement, the following terms have the following meanings:

- "**Accept(s)**" or "**acceptance**" means the recipient's consent to receive the funds or transfers, which could be provided through various ways, including by the recipient or by the financial institution holding that account on recipient's behalf, either manually or through an automated process. For those financial institutions that accept payments on behalf of their accountholders, including us, the date of acceptance as used in this Agreement typically has the same meaning as the Send On date.
- "**Business Day**" refers to Monday through Friday, excluding federal holidays.
- "**Cancelled**" means funds will neither be processed nor sent for any reason.

- "**Chase Account**" means an eligible checking account held by us or other eligible J.P. Morgan Chase account as determined by us from time to time and enrolled for the Service.
- "**Completed**" means funds have been successfully processed and both Pay To and Pay From Accounts have been updated. It does not mean funds have necessarily been received into the Pay To Account.
- "**Current Day**" refers to funds from a Chase Account that are scheduled to be sent with a present day Send On date (i.e., the transfer is scheduled to begin processing the same date as the Instructions are entered).
- "**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.
- "**Funded**" means when an amount to be sent has been withdrawn from the available balance of the Pay From Account.
- "**Future Dated**" means Instructions that are not scheduled to begin processing on the Current Day; only Business Days may be selected for Future Dated transfers.
- "**In Process**" means the funds requested for transfer are in transit but have not yet been credited to the Pay To Account.
- "**Instructions**" means the information provided by you or the sender in order for the funds to be delivered to the Pay To Account.
- "**Network Bank**" or "**Network Financial Institution**" means a financial institution participating from time to time in the Zelle digital payments network.
- "**Network Bank Account**" means an account enrolled in Zelle with Chase or with another Network Financial Institution.
- "**Pay From Account**" means the account from which funds will be transferred.
- "**Pay To Account**" means the account to which funds will be transferred.
- "**Pending**" means any Instruction that has not been Cancelled before the Cutoff Time on the Send On date and has not been Funded.
- "**Repeating**" means automatic recurring payment or transfer to the same Pay To Account, for the same amount which you can authorize for transmission;
- "**Send On date**" means the date you select which will instruct us to begin the delivery process and notify the recipient of the payment. NOTE: The date that we will deliver the funds to recipient may vary depending on available funds, the Business Day on which it falls, acceptance of the transfer or the recipient's enrollment status in Zelle and may be on or after the date entered in the sender's Instructions.
- "transfer" means any Instruction to move funds electronically from one account to another, and/or Instructions that have been processed through the Service, as the context requires.
- "**User**" has the meaning set forth in Section 1.
- "**Zelle**" or "**Zelle®**" refers to a service of Early Warning Services, a digital payments network and company.
- "**Zelle platforms**" means the website, zellepay.com, and/or the Zelle mobile application operated and made available by Zelle to certain Users as determined by Zelle from time

to time.

## 5. Statements

All of your transfers made through the Service to or from a Chase Account will appear on the Chase statement for such account.

## 6. Wireless Operator Data

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud, scams, or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle or its service providers for the duration of your business relationship, solely to help identify you or your wireless device and to help prevent scams and fraud.

## 7. Disclosure of Account Information to Third Parties

We may disclose information to third parties about your account or the funds you send or receive:

1. as necessary to complete transactions;
2. as necessary in connection with offering the Service;
3. in connection with the investigation of any claim related to your account or the funds you send or receive;
4. to comply with government agency or court orders;
5. in accordance with your written permission; and
6. as otherwise permitted by the terms of our privacy notice.

Our Chase privacy notice, 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 Chase Account with us. It can be viewed by clicking on the "Security" link, then "Privacy" on any of our website pages.  See Zelle's Privacy Policy [https://www.zellepay.com/privacy-policy] for how it treats your data.

## 8. Mobile & Text Services; Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the

receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. While we do not currently use automatic telephone dialing systems, you agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll.

a. **Mobile Services**
   i. Your use of the Service may include access to some products and services through a mobile device, web-browser or a mobile app ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. You will immediately notify us if any phone number you have enrolled or is used as a contact method for a Zelle tag is (i) surrendered by you, or (ii) changed by you.
   ii. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision, whether directly or indirectly (such as through our use, to the extent agreed to by you from time to time, of any tool or technology) of a phone number, e-mail address, information and photographs associated with recipients contained in your mobile device Contacts, or other delivery location that is not your own, or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.
   iii. You understand and agree that these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use the Mobile Services. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services,

including balance, transfer and payment information, may differ from the information that is available directly through the Chase online services and Site(s) without the use of a mobile device. Information available directly through the Chase online services and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging, data, or other message services imposed by your communications service provider, including, without limitation, for short message service. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

iv. We, or our licensors, own all right, title and interest, including, without limitation, all intellectual property rights (including all names, trade names, trademarks, service marks, slogans, logos or other indicia) in and to the Service (including the products and services accessed through the Mobile Services). No license or other right in or to such products and services is granted to you except for the rights specifically set forth in this Agreement.

b. **Text Services**

i. Your enrollment in the Service includes access to mobile text messaging related services (collectively, "Text Services"). By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. You will immediately notify us if any mobile phone number or email address you have enrolled is (i) surrendered by you, or (ii) changed by you.

ii. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that

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

iii. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. Messages may be delayed or impacted by factor(s) pertaining to your phone carriers or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Text Services.

iv. There is no service fee from us for the Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Please check your mobile service agreement for details or applicable fees. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences. **To cancel the Text Services, send STOP to 24273 at any time (J.P. Morgan Online clients only, send STOP to 576746). You expressly consent to receipt of a text message to confirm your "STOP" request.** For help or information on the Text Services, send HELP to 24273. For additional assistance with the Text Services, contact customer service at 1-877-242-7372 **(J.P. Morgan Online clients only call 1-866-265-1727).**

# 9. Cancellation of Your Service

You may cancel the Service by calling 1-877-CHASEPC (1-877-242-7372) or online. By canceling the Service, any Pending, Repeating and Future Dated transfers will also be terminated, however any transfer that is In Process cannot be Cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of service fees, if any. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

# 10. Payment Types and Cutoff Times

When sending and receiving money with the Service, if the recipient is already enrolled in Zelle, the money typically will be available to the recipient in minutes. However, depending on the enrollment status of your recipient and/or their financial institution’s policies, funds sent using the Service may be sent as Standard Payments which will typically be received in 1-2 business days. See sections “Receiving Money”, “Requesting Money” and “Sending Money”,

below, for further information.

### Cutoff Times:

Between Chase Accounts: The Cutoff Time for sending payments in order for recipients to receive money on the same day is **11:00 PM** Eastern Time on any Business Day.

Between a Chase Account and a Network Bank Account: The Cutoff Time for receiving payments from an Out-of-Network Bank Account or a Network Bank Account is **11:00** PM Eastern Time on any Business Day. The Cutoff Time for sending payments to a Network Bank Account is **8:00** PM Eastern Time on any Business Day.

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

## 11. Receiving Money

a. You authorize us to accept, on your behalf, all payments sent to you through the Service. Once a Zelle user initiates a transfer of money to your email address, mobile phone number or Zelle tag (if applicable) enrolled with the Service, you have no ability to stop or cancel the transfer. By using the Service, you agree and authorize us to initiate credit entries to the primary or default account you have enrolled for the Service. If the existing primary or default account you designated is inactive or terminated, we may, and you hereby authorize us to, designate on your behalf another eligible and active Chase Account in your profile as your primary or default account to receive payments sent to you through the Service. Payments sent to you will be Cancelled if you have not designated any Chase Account as the primary or default account for the Service and there are no other active and eligible Chase Accounts in your profile.
b. If you are receiving a payment from a commercial business, government agency, not-for-profit organization or other commercial enterprise, your payment will be delivered in accordance with both this Agreement and the procedures of the commercial business, government agency, not-for-profit organization or other commercial enterprise that is sending you the payment.
c. We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.
d. Notwithstanding anything set forth in this Agreement, processing times vary depending on enrollment and information provided by the sender and recipient. We will automatically begin the delivery process and send notice of a transfer to the recipient

on the Send On date. We will continue our attempts by sending a second notice of a transfer to the recipient, and providing the recipient a period of nine (9) succeeding Business Days to enroll in Zelle at Chase or at another Network Financial Institution. At the end of this period, if the recipient still has not enrolled, the transfer request will be Cancelled. The sender may cancel the transfer at any time during this ten (10) day period if the recipient is not enrolled at the time of cancellation. During this period, a hold may be placed on the sender's account for the amount of the transfer. Once the recipient has successfully enrolled, transfers will automatically be debited from the sender's account and deposited in the recipient's account.

e. The recipient may not initiate a transfer of funds from a third party's Pay From Account to the recipient's Pay To Account.

# 12. Requesting Money

a. You may only send a request for payment using Zelle to an enrolled token (mobile phone, email or Zelle Tag) of a recipient who is enrolled in Zelle at Chase or another Network Financial Institution. You may cancel a request for payment you have sent, but if the recipient of your request has already initiated a payment in response to that request, we cannot guarantee successful cancellation of their payment. We will attempt to cancel their payment unless it is a Current Day payment, the payment is already accepted, or it is after the Cutoff Time on the Send On date.

b. You may request money from an individual or multiple individuals (up to a maximum number as determined by us from time to time) enrolled with Zelle at another Network Financial Institution using their enrolled Zelle token(s). You understand and acknowledge that individuals to whom you send payment requests may reject or ignore your request. We do not guarantee that you will receive money from other individuals by sending a payment request or that you'll receive the requested amount. If an individual ignores your request, we may decide, in our sole discretion, that we will not send a reminder or repeat request to that individual. We have the right to expire all pending payment requests sent by you after a period of time determined by us from time to time, which is currently set at 14 days from the Send On date.

c. By accepting this Agreement, you agree that you will not use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify and hold us, Zelle and our respective officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees), resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

d. By using the Service, you agree to receive money requests from others (although you may be able to block other Zelle users from sending you requests as described in Section 3(g) above), and to only send requests for legitimate and lawful purposes.

Requests for money are solely between the sender and recipient and are not reviewed or verified by us. We do not assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

e. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

## 13. Sending Money

You may send money to a recipient at your initiation or in response to that recipient's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, once it reaches Funded status, which typically happens immediately after you initiate the payment, you will have no ability to stop or cancel it. Otherwise, you may only cancel a payment once you initiate it if the person to whom you sent the money has not yet enrolled in the Service with the email address or mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle with a Network Financial Institution, the money is sent directly to their bank account and may not be canceled or revoked (except as otherwise provided herein). We therefore recommend that you use the Service to send money only to recipients you know and trust.

You acknowledge and agree that payment transfers will be completed using only the email address, mobile phone number or Zelle tag (if applicable) you enter **even if it identifies a person different from your intended recipient.** The name you enter will help you identify your intended recipient in the drop down menu and your transaction history but will not be used to process payments.

Please make sure you accurately enter the recipient's email address, mobile phone number or Zelle tag and ensure that their email address, mobile phone number or Zelle tag is current and enrolled by the recipient in the Service since your obligation to pay for the transfer will not be excused by an error in the information you enter.

You also acknowledge and agree that we can: (1) use and add any person or entity (and their associated information) with whom you have transacted through the Service to your list of Zelle recipients; and (2) access, use and add any person or entity from your contacts contained on your device (subject to your consent) for the purposes of updating your list of Zelle recipients, verifying their Zelle enrollment status, and displaying of a Z logo (or substantially similar indicia) for each such mobile number or email address of those contacts that are enrolled. You may add, edit and/or remove any recipients at any time.

1. **Sending Money Between Chase Accounts**

   To use the Service to send money between two Chase Accounts, the sender and the recipient must each maintain a Chase Account. Subject to Zelle dollar limits on transactions, you may transfer funds up to your available balance plus any amount in your overdraft protection account, if applicable.

   Transfers between Chase Accounts: If you use the Service to send money, you authorize us to withdraw funds from your designated Pay From Account for all transfers of funds that you initiate through the Service and you also agree to have sufficient funds in your Pay From Account on the Send On date for each such transfer you schedule until the transfer is Completed or Cancelled, subject to Section 10(e). We will not be obligated to make any transfer you may request unless there are sufficient available funds in the Pay From Account to cover the transfer. Transfers from Chase Accounts will be Funded from your Pay From Account on the date of acceptance.

   For transfers between Chase Accounts, funds should typically be available within minutes, but no later than the next Business Day if the transfer is sent before the Cutoff Time.

   Current Day transfers between Chase Accounts: Any transfer Instruction for a requested Current Day transfer received by us after the Cutoff Time or on non-Business Days will not be a Current Day transfer and will be processed the following Business Day. If there are insufficient available funds to cover a Current Day transfer, the transfer request will fail and we will not make repeat attempts to debit the applicable account.

   Repeating and Future Dated transfers between Chase Accounts: In the case of Repeating and Future Dated transfers, if sufficient funds are not in the Pay From Account on the Send On date, the transfer will fail and we will not make repeat attempts to debit the applicable account.

2. **Sending Money Between Chase Accounts and Network Bank Accounts**

   To use the Service to send and receive money between a Chase Account and a Network Bank Account other than Chase, the parties must use at least one eligible Chase Account with us and at least one other Network Bank Account. The holder of an account with a Network Financial Institution other than Chase may enroll in Zelle with the Network Financial Institution holding their account and will not be required to enroll in Zelle with Chase. To send money from a Chase Account, you may transfer funds up to (A) your available balance plus any amount in your overdraft protection account, if applicable.

   Transfers from a Chase Account **to** a Network Bank Account other than Chase: You authorize us to charge your designated Pay From Account with us for all transfers of funds that you initiate through the Service, and you also agree to have sufficient funds in your Pay From Account on the Send On date to cover each such transfer you schedule

and any fees that might be associated with such transfer until the transfer is Completed or Cancelled, subject to Section 10(e). We will not be obligated to make any transfer you may request unless there are sufficient available funds (including any available overdraft protection account you may have) in your Pay From Account to cover the transfer on the Send On date until the transfer is Completed or Cancelled.

If there are insufficient available funds to cover a transfer to a Network Bank Account on the date of acceptance, the transfer request will fail and we will not make repeat attempts to debit the applicable account.

Instructions for transfers to an unenrolled recipient at a Network Financial Institution will be deducted from the Pay From Account held by us once the recipient enrolls. Otherwise, funds are deducted when you initiate the transfer and it reaches Funded status, which typically happens immediately after initiation. Funds will typically be available in the non-Chase Network Bank Account when J.P. Morgan Chase sends a guarantee of payment or a similar notice to the Network Financial Institution, and depending on the Network Financial Institution and whether there are sufficient funds in your Chase Account, that may be within minutes or within two Business Days following acceptance. Once your transfer has been submitted and confirmed, we will provide you information on when the funds for each transfer will become available.

Transfers **from** a Network Bank Account to a Chase Account: Transfers from non-Chase Network Bank Accounts to Chase Accounts are subject to the terms of service of the Network Financial Institution and may be delayed or canceled as the Network Financial Institution may determine in its sole discretion.

Funds will be typically available in the Chase account when J.P. Morgan Chase receives a guarantee of payment or a similar notice from the Network Financial Institution sending the transfer, and depending on the Network Financial Institution, that may be within minutes or within three Business Days following acceptance, subject to the processing times of the Network Financial Institution and payment networks. After acceptance, we will provide you with information on when the funds for each transfer will become available through a communication (e.g. email, secure message, SMS) and/or in your account online or in the mobile app.

# 14. Transfer Limits

To protect your account, we place a daily dollar send limit on Zelle payments sent from your eligible Chase checking 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.

Zelle transfers from your Chase Accounts may be made in any amounts from $1 up to the

limit applicable to your transaction. Limits are aggregate from all of your combined Chase accounts enrolled with the Service. To help protect you from fraud and scams, Chase dynamically determines the limit for each transaction at the time you set it up based on a number of factors including your recipient. Each transaction will fall within a tier limit that reflects the aggregate total you can send to all recipients within that tier in a day:

| Daily $ Limits | Chase Consumer Bank | Chase Private Client | Chase Business Banking | JPMorgan Private Bank | JPMorgan Wealth Management |
|---|---|---|---|---|---|
| **Tier 0** | $500 | $1,000 | $1,000 | $1,000 | $1,000 |
| **Tier 1** | $2,000 | $5,000 | $5,000 | $5,000 | $5,000 |
| **Tier 2** | $5,000 | $7,500 | $7,500 | $7,500 | $7,500 |
| **Tier 3** | $10,000 | $15,000 | $15,000 | $15,000 | $15,000 |

We'll show you the applicable limit for your transaction in the Chase Mobile app or Chase online when you set it up. For same day payments, if you've already sent a transaction to someone that day, we'll show you the remaining amount of your daily limit if you send to another recipient within the same tier. The limit tiers are based on a number of factors which we cannot share for security reasons and which may change from time to time in our discretion. We do not currently limit the dollar amount you may receive each day through Zelle.

We may decline a Future dated or Repeating Zelle transfer on the Send On date if it exceeds the applicable tier limit for the transaction, even if your available balance is higher than the limit.

## 15. Repeating Transfers

Repeating transfers that are for the same fixed amount each month will be sent in accordance with your Instructions and on the same calendar day of each period you designate, or on the prior Business Day if the regular Send On date falls on a non-Business Day. In order to authorize a Repeating transfer, you agree to have a printer or other means to obtain a printed copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating transfer on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you desire to cancel a Repeating transfer, you may cancel your transaction online. 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 in your deposit account agreement

## 16. Terms applicable to your use of Zelle platforms

The Zelle platforms, such as the standalone Zelle mobile app and zellepay.com site, are additional platforms owned and controlled by Zelle. The Zelle platforms are not a part of the Service and the Service is not available on the Zelle platforms. By using the Zelle platforms, you will be required to agree to Zelle's terms and conditions. Chase hereby disclaims any and all liabilities, representations and warranties with respect to the Zelle platforms.

## 17. Zelle Fees

There is no service fee from us to use the Service, but your eligible Chase Account used in connection with the Service may have its own fees. Check your deposit account agreement and accompanying fee schedule for information on account fees. Additionally, if we process a transfer in accordance with your Instructions that overdraws your Chase Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement. We will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to the designated Pay From Account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Service. Fees are subject to change from time to time upon notice to you as may be required by law.

## 18. No Purchase Protection

Neither we nor Zelle offer purchase protection program for the purchase of goods and/or services (e.g., coverage for non-receipt, damage, or "not as described" claims related to the purchase of such goods and/or services). The Service is not intended for the purchase of goods from retailers, merchants, or the like, including on or through social media or social media marketplaces or messaging apps.

## 19. Your Liability for Unauthorized Transfers

If you permit other persons to use the Service 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 transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling 1-877-242-7372 (J.P. Morgan Online clients only call 1-866-265-1727) or writing us at Online Customer**

**Service, P. O. Box 2558, Houston, TX 77252-9968.**

**For Consumer Deposit Accounts Only:** Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized online transfer has been made from any of your deposit 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 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 has been made from any of your deposit accounts, and we can prove we could have stopped someone from making a transfer without your authorization if you had told us, you could lose as much as $500. Furthermore, if any account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days for a transfer from a Chase Account after a Chase statement showing such a transfer was transmitted, 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.

## 20. Our Liability for Failure to Complete Transfers: For Consumer Deposit Accounts Only

If we do not complete a transfer you send from your consumer deposit 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 and the transfer would exceed any credit line or any overdraft for such account.
B. The Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.
C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
D. If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number (if applicable) for your Pay To and Pay From Accounts enrolled with Zelle, the email address or mobile phone number of the recipient for transfers you send and transfer amount for a

transfer.

E. If the intended recipient of a transfer is not enrolled in Zelle at Chase or another Network Financial Institution.

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 and is not intended to list all of the circumstances where we would not be liable.

## 21. Errors and Questions about the Service: For Transfers From Consumer Deposit Accounts Only

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 Agreement.

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.

## 22. ADDITIONAL TERMS APPLICABLE ONLY TO THE SERVICE FOR BUSINESS ACCOUNTS

The Service is available at Chase for use with eligible consumer and business accounts. A consumer account is one that is used primarily for personal, family or household purposes; all other accounts are business accounts. **You should use your consumer account to send or receive payments for personal, family, or household purposes, and you should use your business account to send or receive payments for business purposes.** If you perform transactions from business accounts enrolled through the Service, please refer to the paragraphs below for additional terms applicable to business transactions.

## Zelle Liability for Unauthorized Transfers for Chase Business Deposit Accounts Only

You are responsible for all transfers that are authorized using your Password or login credentials to access the Zelle Service. If you permit other persons to use the Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE ZELLE 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 ZELLE 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 shall have no liability to you for any errors or losses you sustain in using the Service except where we fail to exercise ordinary care in processing any transaction. We shall also not be liable for any failure to provide any service if the account(s) involved is no longer linked for use with the Service. Our liability in any case shall be limited to the amount of any funds improperly transferred from your Pay 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 or error from any of your Chase Accounts **within thirty (30) days** of our providing or making available to you a bank statement showing such unauthorized transfer or error shall relieve us of any liability for any losses sustained after the expiration of such thirty-day period and you shall thereafter be precluded from asserting any such claim or error.

## Errors and Questions about Services for Chase Business Deposit Accounts Only

Except as noted in the prior section, for business accounts, our practice is to generally follow the error resolution procedures described above in the section entitled “Errors and Questions

about Service: For Transfers From Consumer Deposit Accounts", and in your deposit account agreement for errors related to electronic funds transfers from consumer deposit accounts, but (i) we are not legally required to do so, and (ii) providing any such error resolution procedures to Business Accounts does not obligate us to continue to do so for any future transfers.

### Miscellaneous Terms for Business Accounts

Further, you should use your business account to send or receive payments for business purposes, and you should use your consumer account to send or receive payments for personal, family, or household purposes.

## 23. ADDITIONAL TERMS APPLICABLE TO ALL USERS OF THE SERVICE

### Computer Equipment; Browser Access and Internet Services

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "System") necessary for you to access and use the Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems. You acknowledge that you are using Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement or warranty of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

### Passwords

We may at our option change the parameters for the password used to access and use the

Service ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access the Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Service, you agree to protect and keep confidential your card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Service. The loss, theft, or unauthorized use of your card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use the Service or to access or use your card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at **1-877-242-7372 (J.P. Morgan Online clients only call 1-866-265-1727).**

## Special Provisions for Business Customers regarding Passwords

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

## Notices

You agree that by using the Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Service may be sent to you by any or all of the following sources, at our option:

- Through electronic notice given to any electronic mailbox we have for you,
- Any other electronic mail address or telephone number you provide to us,
- The current address we have on file for you, or
- In any other manner permitted by law including, but not limited to, posting it on our website.

## New Features

We may, from time to time, introduce new features to the Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we

are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

## Limitation of Liability; No Warranties

Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service, including input errors in typing the recipient's Zelle ID as explained above.

YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

**EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE, ZELLE, NETWORK BANKS AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE AND ZELLE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.**

## Other Agreements

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either the Service or products which may be accessed via the Service, including, but not limited to, any account agreements that apply to your Chase Account or, and with all applicable State and Federal laws and regulations. In the event of a conflict between the terms of this Agreement and any applicable Chase account agreements with us, the terms of this Agreement will control except as may be otherwise stated herein.

## Termination

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Service, in whole or part, at any time for any reason without prior notice, including for reasons involving your use of the Service which we may deem to be illegal, improper, or potentially exposing the bank, Network or financial system to risk, and when you no longer have an eligible Chase Account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your Chase Account is not in good standing, that account will not be eligible to be used in Zelle transactions. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in the Zelle network or with a particular financial institution at any time.

## Disputes

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

## Binding Arbitration

**YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE SERVICE ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN**

**THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. FURTHER, CLAIMS IN ARBITRATION SHALL PROCEED ON AN INDIVIDUAL BASIS ONLY AND YOU AGREE THAT YOU WILL NOT BE ABLE TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING OR SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION. IF THE TERMS RELATING TO CLASS OR REPRESENTATIVE PROCEDURES ARE LEGALLY UNENFORCEABLE FOR ANY REASON WITH RESPECT TO A CLAIM, THEN THIS AGREEMENT TO ARBITRATE WILL BE INAPPLICABLE TO THAT CLAIM, AND THE CLAIM WILL INSTEAD BE HANDLED THROUGH LITIGATION IN COURT RATHER THAN BY ARBITRATION.**

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended. You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce this arbitration provision against you.

The party filing a Claim(s) in arbitration must file its Claim(s) before the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms may be obtained from, and Claims made may be filed with JAMS (800.352.5267 or jamsadr.com) or the American Arbitration Association (800-778-7879 or www.adr.org). Arbitration hearings shall be held at a place within the federal judicial district that includes your address at the time the Claim(s) is filed, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

## Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using the Service and agree to indemnify and hold us, Zelle and our respective officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense

of any kind (including, but not limited to, reasonable attorneys' fees) that we or they may incur in connection with a third party claim or otherwise, in relation to your use of the Service or the use of the Service by anyone using your card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

## Records; Communications

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Service or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Online Privacy Policy, and where appropriate, our U.S. Consumer Privacy Notice, as amended from time to time, including reproduction, publication, broadcast and posting.

When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

## Choice of Law/Successors; Waiver; Severability

This Agreement and its enforcement shall be governed by the laws of the State of New York, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Service shall be governed by laws of the applicable account agreements.

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

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

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

## Chase Account Information

Any Chase Account information provided to you as part of the Service is not the official record of your Chase Account or its activity. Your Chase Account statement, furnished to you by us for Chase Accounts in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

## Privacy Policy and Notice

Please click and read the Privacy Policy and Notice carefully and consider printing a copy for your records. This Privacy Policy and Notice explains what Chase does to keep information about you private and secure. We want you to know how we manage that information to serve you and that you have choices about how it is shared. This Privacy Policy and Notice covers our family of companies, a partial list of which is contained at the end of the Notice.