

# Zelle® Service Agreement and Privacy Notice

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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 (the "Service") as described herein. References to Chase QuickPay®, Chase QuickPay® with Zelle®, QuickPay, Send Money with Zelle®, Chase Person- to-Person, QuickPay, Chase QuickPay for Small Business, Zelle, or other trade name or trademark as determined by us, and J.P. Morgan QuickPay 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

We have partnered with the Zelle Network<sup>®</sup> (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers. We will refer to financial institutions, like Chase, that have partnered with Zelle<sup>®</sup> as “Network Banks.”

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Zelle<sup>®</sup> provides no deposit account or other financial services. Zelle<sup>®</sup> neither transfers nor moves money. You may not establish a financial account with Zelle<sup>®</sup> of any kind. All money will be transmitted by a Network Bank.

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.

NEITHER WE NOR ZELLE<sup>®</sup> OFFERS A PROTECTION PROGRAM 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).

When you use or access, or permit any other person(s) or entity to whom you have delegated

to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. 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 the sites within the Service (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.

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.

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. 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. 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.
- b. 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) two enrolled Zelle accounts; (ii) a Chase Account and a Network Bank Account, or (iii) a Chase Account and an Out-of-Network Bank Account (as defined below).
- c. 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) and you have the authority to authorize debits from and credits to the registered bank account(s). You agree that you will only use the Service for lawful purposes. 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 prohibited under this Agreement. 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. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations

such as legal guardianship or pursuant to a power of attorney.

**d. Zelle Content Standards:**

- i. You agree that you will not 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. The Service may include functionality for you to add a unique alpha-numeric identifier to your enrolled User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle® tag." You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. 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 enroll or enroll with a home phone or "landline" phone 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 with (a) the Service or (b) the person-to-person payment service of clearXchange, Zelle or a Network Bank, and (ii) have an eligible Pay To Account or Pay From Account, and in the case of transfers between you and another User at 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 at the request of that User; and
  - ii. receive money from another User at that User's initiation or at 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 12 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment 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 picture for each U.S. mobile number and/or email address 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 or email addresses should be used to send money to you with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is enrolled to you with the e-mail or mobile phone provider, but is not already enrolled with Zelle), you will receive a message with instructions on how to enroll with Zelle.

### 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, by cXc or Zelle in the case of certain Out-of-Network Bank Accounts, 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 a checking account held by us or other eligible Chase account as determined by us from time to time and enrolled for the Service.
- "clearXchange" or "cXc" refers to a digital payments network and company that arranges electronic money transfers, using email addresses and mobile phone numbers.
- "clearXchange platform" means the website, [clearXchange.com](https://clearXchange.com), operated and made available by cXc at its sole discretion, solely to those Users who bank with an Out-of-Network Bank.
- "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.
- "Out-of-Network Bank" means any financial institution that does not participate in the clearXchange or Zelle digital payments network.
- "Out-of-Network Bank Account" means a deposit account held by an Out-of-Network Bank and enrolled for clearXchange's or Zelle's out-of-network person-to-person payment service.
- "Network Bank" means a financial institution participating from time to time in the clearXchange or Zelle digital payments network, other than Chase.
- "Network Bank Account" means an account enrolled with the person-to-person transfer service of a Network Bank.
- "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 registration status in the Service or the person-to-person transfer service of a Network Bank, Zelle or cXc 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. It provides no deposit account or other financial services. Zelle neither transfers nor moves money. Users may not establish a financial account with Zelle of any kind. All money will be transmitted by us and/or a Network Bank.
- "Zelle platforms" means the website, [zellepay.com](https://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, including those who bank with an Out-of-Network Bank.

## 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 or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers (e.g. IMSI and IMEI) and other device and subscriber status and device details, if available, to us or our service providers, which we may use for the duration of your business relationship with us, solely to allow verification of your identity, to compare information you have provided to us or to Zelle® with your wireless operator account profile information, and for other user, token or transaction verifications to help prevent scams and fraud. See [Zelle's Privacy Policy](#) for how it treats your data. See the "Disclosure of Account Information to Third Parties" and "Privacy Policy and Notice" sections below for how we handle your data.

## 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.

## **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 Banks or their agents regarding the Services or related transfers between Network Banks, Out-of-Network Banks 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 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 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 an Out-of-Network Bank Account or 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 an Out-of-Network Bank Account or 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 or mobile phone number 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. For avoidance of doubt, payments sent to you will be Cancelled if you have not designated any Chase Account as the primary or default account for the Service. To avoid this cancellation, 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.
- b. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.
- c. Notwithstanding anything set forth in this Agreement, processing times vary depending on registration 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 the Service, or the person-to-person payment service of clearXchange, Zelle or a Network Bank. 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.

- d. The recipient may not initiate a transfer of funds from a third party's Pay From Account to the recipient's Pay To Account. You may however send an e-mail via the Service to request money from a third party if you have a valid e-mail address for such third party.
- e. As a recipient or sender of any transfer using the Service, you acknowledge and agree that, we may delay, block or cancel a payment, charge back and/or put a hold on the amount of such payment to or from the Pay From Account or other account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, scams, suspicious or illegal activity, duplicate payment, incorrect amount or incorrect recipient or otherwise to meet our regulatory obligations. The hold on the amount of such payment may be up to ten (10) days. For example, we may need additional time to verify your identity or the identity of the person sending the money, or the payment may be delayed due to technical difficulties or circumstances beyond our control. If we delay or block a payment that you have initiated, we will notify you. Neither we nor *Zelle* shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages.

## 12. Requesting Money

- a. You may also send a text message via the Service to request money from a recipient holding an Out-of-Network Bank Account or an account at a Network Bank, if you have a valid mobile phone number for such recipient and the Network Bank or Zelle sends text messages at that mobile phone number to the recipient. If a request for transfer is subsequently cancelled by the requestor, and the sender has initiated a transfer tied to that request, the transfer will be Cancelled unless it is a Current Day transfer, the transfer is already accepted, or it is after the Cutoff Time on the Send On date.
- b. You may request money from an individual or a group of individuals (up to a maximum number as determined by us from time to time) enrolled with clearXchange, Zelle or a Network Bank. 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, 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. The sender must be enrolled with (i) the Service with an eligible Pay From Account or (ii) the person-to-person payment service of clearXchange, Zelle or a Network Bank, and provide a valid e-mail address or mobile phone number for the recipient. Funds will not be withdrawn from the Pay From Account until the transfer has been accepted.

You acknowledge and agree that payment transfers will be completed using only the email address or mobile phone number 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 or mobile phone number and ensure that their email address or mobile phone number is current and enrolled by the recipient 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.

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. 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 Out-of-Network Bank Accounts**

To use the Service to send and receive money between a Chase Account and an Out-of-Network Bank Account, the parties must use at least one eligible Chase Account with us and at least one Out-of-Network Bank Account. To send money from a Chase Account,

you may transfer funds - up to your available balance plus any amount in your overdraft protection account, if applicable.

Transfers between a Chase Account and an Out-of-Network Bank Account: 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 on the date of acceptance, the transfer will fail and we will not make repeat attempts to debit the applicable account.

Instructions for transfers **to** an Out-of-Network Bank Account will be deducted from the Pay From Account held by us following acceptance. Transfers **from** Out-of-Network Bank Accounts are subject to the processing times of the Out-of-Network Bank Account.

Instructions for transfers **from** the Out-of-Network Bank Accounts that we receive by the Cutoff Time on a Business Day will be sent to the Out-of-Network Bank Account on the same day for processing.

1. Transfers to an Out-of-Network User through [clearXchange.com](https://clearXchange.com):

For transfers from a Chase Account to an Out-of-Network Bank Account through use of the [clearXChange.com](https://clearXchange.com), the transfer should typically be completed one to two Business Days after the Business Day following acceptance, subject to the processing times of the Out-of-Network Bank.

2. Transfers from an Out-of-Network User through [clearXchange.com](https://clearXchange.com):

For transfers from an Out-of-Network Bank Account to a Chase Account through use of [clearXChange.com](https://clearXchange.com), the transfer should typically be completed four to five Business Days after the Business Day following acceptance, subject to the processing times of the Out-of-Network Bank.

3. Transfers to or from the Zelle platforms:

For transfers between a Chase Account and an Out-of-Network Bank Account or a Network Bank Account through use of the Zelle platform(s), the transfer should typically be completed within minutes, subject to the processing times of the financial institution holding the other account.

### 3. 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, the parties must use at least one eligible Chase Account with us and at least one Network Bank Account. The holder of an account with a Network Bank may

enroll with the person-to-person transfer service of the Network Bank holding their account and will not be required to enroll through the Service. 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: 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 a Network Bank Account will be deducted from the Pay From Account held by us once the recipient or the Network Bank accepts. Funds will typically be available in the Network Bank Account when Chase sends a guarantee of payment or a similar notice to the Network Bank, and depending on the Network Bank 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 Network Bank Accounts to Chase Accounts are subject to the terms of the person-to-person transfer service of the Network Bank and may be delayed or canceled as the Network Bank may determine in its sole discretion.

Funds will be typically available when Chase receives a guarantee of payment or a similar notice from the Network Bank sending the transfer, and depending on the Network Bank, that may be within minutes or within three Business Days following acceptance, subject to the processing times of the Network Bank. After acceptance, we will provide you information on you when the funds for each transfer will become available.

## 14. Transfer Limits

Transfers from your Chase Accounts may be made in any amounts from \$1 up to the limits shown below. Limits are aggregate from all of your combined Chase accounts enrolled with the Service. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system. **Note that the amount of money you can send a new recipient may be initially subject to lower limits; however, we may adjust**



**the transfer limit when you send subsequent payments to the same recipient.**

	<b>Consumer Chase Accounts</b>	<b>Chase Private Client or Chase Private Banking Client Chase Accounts</b>	<b>Business Chase Accounts</b>
<b>Per transaction</b>	\$2,000	\$5,000	\$5,000
<b>Per day</b>	\$2,000	\$5,000	\$5,000
<b>Per calendar month</b>	\$16,000	\$40,000	\$40,000

Your individual transfer limits may vary from the transfer limits shown above as determined in our sole discretion based on your recipient, the transaction history for your recipient, and your account tenure. Your transfer limits may be different from those of other Users depending upon the foregoing criteria which we may change from time to time. We will present your applicable limit for your recipient when using the Service if it varies from the limits shown above. We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using Zelle without prior notice to you, unless otherwise required by applicable law or regulation. At our discretion we may refuse to process any transaction that exceeds your individual limits or to protect the security of your account and/or the transfer system. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Transfer limits, if any, applicable to a holder of Network Bank Accounts or Out-of-Network Bank Accounts for transfers to Chase Accounts or in receiving transfers to their Network Bank Accounts or Out-of-Network Bank Accounts are governed by the terms of the person-to-person transfer service of clearXchange, Zelle or the applicable Network Bank.

## **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](https://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. However, 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.

***The following additional terms apply whenever you use the Service to send transfers from a consumer deposit account. 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 beginning with "ADDITIONAL TERMS APPLICABLE ONLY TO TRANSFER SERVICES FOR BUSINESS ACCOUNTS" for additional terms applicable to business transactions. Network Bank Accounts are subject to the terms of the agreement of the Network Bank.***

## 18. 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.

## **19. 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 with the Service or the person-to-person transfer service of clearXchange, Zelle or a Network Bank.

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.

## **20. Errors and Questions about 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.

## **21. 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.

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

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

You are responsible for all transfers that are authorized using your Password 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 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**

For business accounts, our practice is to follow the procedures described above entitled "Errors and Questions about Service: For Transfers From Consumer Deposit Accounts", but we are not legally required to do so.

### **Miscellaneous Terms for Business Accounts**

You may not send or receive payments to or from a Zelle mobile app user who is enrolled with a debit card. 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)**.

## **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.

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 MAINTENENACE 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 (including but not limited to, use of [clearXchange.com](https://clearXchange.com)), 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 or potentially brand damaging, 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 clearXchange or 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 EarlyWarning 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](http://jamsadr.com)) or the American Arbitration Association (800-778-7879 or [www.adr.org](http://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.

## **Special Provisions for Business Customers**

Any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity 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.

## **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.