

Online Services Agreement For Consumer Customers with Checking or Asset Management Accounts or Home Equity Lines of Credit, with or without other non-checking accounts

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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.

Please read the Online Service Agreement. It contains the basic terms and conditions for customers that use Online or Mobile services. By tapping "I Consent" you acknowledge that you have read and agree to the terms and conditions of the agreement. You can see this document in the Legal Agreements section of our app.

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the Agreements & disclosures tab within the website. To print the Online Service Agreement, select File from the menu bar and then select Print. Finally, select OK in the Print Setup box.

TABLE OF CONTENTS

1. General Terms Applicable To All Users
2. Agreement; Online Service
3. Computer Equipment; Browser Access and Internet Services
4. Passwords
5. Notices
6. New Features
7. Online Service Fees
8. Limitation of Liability; No Warranties
9. Other Agreements
10. Termination; Availability; No Assignment
11. Disputes
12. Binding Arbitration
13. Privacy
14. Indemnity
15. Records; Communications
16. Special Provision for Business Customers
17. Site Links

18. Choice of Law/Successors; Waiver; Severability
19. Risk Of Loss
20. Mobile Services
21. Identity and Location Verification
22. Alerts and Mobile Text Services
23. Authorization for Minors and Children to Access Digital Platforms and Services
24. Account Information
25. Our Right to Review Funds Processing
26. SPECIAL PROVISIONS FOR J.P. MORGAN ONLINE CLIENTS
 - 26.1 Risks of Electronic Transactions and Access to Information
 - 26.2 Conflicts of Interest
 - 26.3 Information Providers
 - 26.4 Portfolio Information
 - 26.5 Right to Restrict Access
 - 26.6 Access by your J.P. Morgan Online Team
 - 26.7 Access by your Advisors
27. Securities and Investment Advisory Services; JPMorgan Funds
28. Additional Terms Applicable to Personal Financial Management Software Users and Use of Other Third Party Software (for Asset Accounts)
 - 28.1 The PFM Service
 - 28.2 PFM Service Fees
 - 28.3 Cancellation of Your PFM Service
 - 28.4 Use of Other Third Party Software for Asset Accounts
29. Payments and Transfers
 - 29.1 General Terms Applicable Payments and Transfers
 - 29.2 Transfers
 - 29.3 Payments
30. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR CONSUMER ACCOUNTS
 - 30.1 Your Liability for Unauthorized Transfers or Payments
 - 30.2 Our Liability for Failure to Complete Payments and Transfers
 - 30.3 Errors and Questions about Payments and Transfers
31. Our Guarantees
 - 31.1 The Online and Mobile Banking Guarantee – Only for Online and Mobile Payments and Transfers (for Consumer Deposit and Prepaid Accounts Only)
 - 31.2 The Bill Pay Guarantee – for Online and Mobile Bill Payments and for Online and Mobile Payments to a Chase Loan or Credit Account made from a Chase checking account or Chase Liquid Card
32. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR BUSINESS ACCOUNTS
 - 32.1 Linking Multiple Accounts – Business and Consumer
 - 32.2 Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only
 - 32.3 Errors and Questions about Payments and Transfers for Business Deposit Accounts Only
33. Terms Applicable to Your Use of Chase Pay
34. Terms Applicable to Your Use of the Gifting Service

35. Terms Applicable to Your Use of the Real-Time Payments Service

About the Real-Time Payments Service

Definitions

Sending Funds

Risks Associated with the Real-Time Payments Service

Receiving Payments

Fees

Requests for Payment

Failed Service Transfers

Availability of Funds

Prohibited Payments

Transaction Errors; Unauthorized Transactions; Lost or Stolen Passwords

1. General Terms Applicable To All Users

This Online Service Agreement ("Agreement") states the terms and conditions that govern your use of Chase OnlineSM, Chase Mobile[®], Chase Pay[®], Chase Online for Business Banking, and J.P. Morgan Online and any applicable software products and associated documentation we may provide through those websites and mobile applications, or to use the products, services or functionality offered through those websites and mobile applications, ("Software") and certain third party digital platforms as determined by us from time to time (collectively, the "Online Service"). As used herein, the terms "Bank", "Chase", "us," "we," or "our" means JPMorgan Chase Bank, National Association, or the affiliate of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee the we may, at our sole discretion, involve in the provision of the Online Service; "you" or "your" means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; and "Card" refers to the credit or debit card issued by us.

Products and services described, as well as associated fees, charges, interest rates and balance requirements, may differ among geographic locations. Not all products and services are offered at all locations. By offering this Online Service and information, products or services via the Online Service, we make no distribution or solicitation to any person to use the Online Service or such information, products or services in jurisdictions where the provision of the Online Service and such information, products or services is prohibited by law.

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

2. Agreement; Online Service

When you use or access, or permit any other person(s) or entity to use or access the Online Service, or download or use any Software, you agree to the terms and conditions of this

Agreement. We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the sites within the Online 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 Online Service. Your use of the Online Service after we have made such changes available will be considered your agreement to the change.

The Online Service is an online financial services website offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable limited and revocable right to access and use the Online Service as well as any Software in object code. Any Software provided through the Online Service must be downloaded by you in the United States. You agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You further agree not to use the Online Service to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. You agree not to attempt to log on to the Online Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online Service from one of these countries may result in your access being restricted and/or terminated.

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

3. Computer Equipment; Browser Access and Internet Services

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Online Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices 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 certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you

hereby expressly assume such risks, 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 Online Service, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Online 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 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. You will not use the Online Service in any manner so as to interfere with the operation of any Chase digital platform.

4. Passwords

We may at our option change the parameters for the password used to access the Online 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 Online Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online 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 Online 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, or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online 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 Online 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 866-265-1727 or 302-634-5115 for international clients).

5. Notices

You agree that by using the Online Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Service may be sent to you electronically to any electronic mailbox we have for you, or at our

option, another electronic mail address you provide to us or in any other manner permitted by law.

6. New Features

We may, from time to time, introduce new features to the Online 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 concerning these features.

7. Online Service Fees

General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service. We reserve the right from time to time to add or modify fees and will notify you when we do so.

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 Online Service. If you use personal financial management software to access your accounts (such as Quicken® or Quickbooks®), a fee may be charged for the use of those services and additional service terms and conditions may apply.

8. Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, 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 ONLINE SERVICE IS AT YOUR SOLE RISK

AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, 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 MAKE NO WARRANTY THAT THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE 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.

9. 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 this service or products which may be accessed via this service, including, but not limited to, all account agreements, end user license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, or any end user license agreements ("EULA") provided in conjunction with your use of the Software, the terms of your account agreement, or EULA, as the case may be, will control except as may be otherwise stated herein.

10. Termination; Availability; No Assignment

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

Not all of the products or services, or functionality of those products and services, described on the Site(s) are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service.

You may not assign this Agreement.

11. Disputes

In the event of a dispute arising under or relating in any way to this Agreement or to the Online 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.

12. 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 ONLINE 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 IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH 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.

The party filing a Claim(s) in arbitration must file its Claim(s) before JAMS or 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.

13. Privacy

Your privacy and the security of your information are important to us. Our online privacy policy and, where appropriate, our U.S. consumer privacy notice, as amended from time to time (available online at chase.com and jpmorganonline.com), apply to your use of the Digital Platforms and any of the Services. Our privacy notices, which include details about our information sharing practices and your right to opt out of certain information sharing, were provided to you when you opened your account with us. The notices can be viewed by clicking on the "Security & Privacy" tab, then "Data Privacy" or by scrolling to the bottom of our website pages and clicking the "Privacy" link. Our sharing of your information may include providing a merchant, the applicable payment network (such as Visa), a Third Party Wallet provider, and others (such as a payment processing entity or a token service provider) your name, card number, card expiration date, email address, phone number, billing address, and shipping address as required to complete a purchase or transaction including a transaction using Chase Pay, and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. We can also share your information in order to make information available to you about your Card transactions, and to improve our ability to offer these services. Once we share your information with a merchant, Third Party Wallet provider, or such other third party, you agree that the merchant or such other third party, and not Chase, is responsible for the security and use of your information, and that your data will be subject to their privacy policies. You acknowledge that the use and disclosure of any personal information provided by you directly to the payment network (such as Visa) or other third parties will be governed by such party's privacy policy and not our Online Privacy Policy or Privacy Notice.

14. Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service or the use of the Online 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.

15. 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 Site or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Notice, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Online Service.

You agree to provide a valid e-mail address so that we may send you certain information related to the Online Service. You agree that information you provide to us will be complete and accurate.

By accessing the Online Service, you agree we may send you emails regarding benefits and features that you have a right to receive in connection with the Online Service. To service and manage any of your account(s), or the services offered through the Online Service, we may contact you at any telephone number or email address you provide or any number where we believe we may reach you. 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.

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

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

16. Special Provision for Business Customers

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

17. Site Links

The Sites may contain links to other third party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or

guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

18. 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, except for section 5-1401 of the New York General Obligations Law, which does apply, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Online 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.

19. Risk Of Loss

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

20. Mobile Services

Your enrollment in the Online Service may include access to some products and services through a mobile application or otherwise through the use of a mobile device or tablet device including via the Chase Mobile App or the JPMorgan 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. 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.

You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for 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 a mobile device. 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 Online Service and Site(s) without the use of a mobile device. Information available directly through the Online Service 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 Online 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 imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

21. Identity and Location Verification

You authorize your wireless carrier to use and/or disclose information about you and your wireless device to Chase for the duration of your relationship with us, to help identify you or

your wireless device and to help protect against fraud or unauthorized use of our services under this Agreement. Those details may include, among others, name, billing address, email, and phone number.

22. Alerts and Mobile Text Services

Your enrollment in the Online Service includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. 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. The alerts may be delayed and/or delivered at any time of the day or night and you specifically consent to receive such alerts between the hours of 9 p.m. and 8 a.m. local time in your location. 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. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. 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. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), 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 Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and 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. **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).** For help or information on the Text Services, send HELP to 24273 (J.P. Morgan Online clients only, send HELP to 576746). For additional assistance with the Alerts and Text Services, contact customer service at 1-877-242-7372.

Your enrollment may also provide you with access to a feature of the Online Service which will allow you to received alerts via e-mail for events related to markets and securities, such as the price of a specified security reaching a particular threshold ("Market Alerts"). Market

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

23. Authorization for Minors and Children to Access Digital Platforms and Services

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

24. Account Information

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online 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.

25. Our Right to Review Funds Processing

As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

26. SPECIAL PROVISIONS FOR J.P. MORGAN ONLINE CLIENTS

(The provisions in this Section 26 apply only to J.P. Morgan Private Bank and J.P Morgan

Securities LLC clients (collectively, "J.P. Morgan Online Clients") who have brokerage accounts or other accounts that hold securities.) To the extent that the provisions in this Section 26 conflict with other provisions in this Agreement, the provisions in this Section 26 will prevail.

26.1 Risks of Electronic Transactions and Access to Information

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

26.2 Conflicts of Interest

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

26.3 Information Providers

- i. The information providers for securities prices and quotations available on the Online Service ("Information Providers") will include such securities markets as the New York Stock Exchange, Inc.; the American Stock Exchange; NASDAQ Stock Market, Inc.; and other exchanges, their affiliates, agents and other parties. By your use of the Online Service, you agree to the following conditions:
 - Securities prices and quotations received from such Information Providers ("Market Data") are solely for your individual use, and you will not retransmit or furnish Market Data to any other person or entity.
 - The Market Data is and shall remain the property of the respective Information Providers or of the market on which the reported transaction took place or a reported transaction was entered.
 - The Information Providers are third-party beneficiaries under these provisions and may enforce these provisions against you.
 - At any time, Information Providers may cease disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or signal characteristics, and you shall not hold the Information Providers liable for any resulting liability, loss or damages that may arise therefrom.

These terms and conditions shall remain in effect as long as you have the ability to receive Market Data through the Online Service as contemplated hereunder.

- ii. You agree to use the quotes provided by Information Providers only for your individual use in your business. You will not furnish the quotes to any person or entity other than

an officer, partner or employee of your business.

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

26.4 Portfolio Information

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

26.5 Right to Restrict Access

J.P. Morgan reserves the right to terminate your access to financial market information, news

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

26.6 Access by your J.P. Morgan Online Team

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

26.7 Access by your Advisors

- i. If you would like to grant your advisors access to the Online Service, please contact your client service team to make the appropriate arrangements. If you grant access to such specified third parties, they will be able to view all information related to you and your accounts (including family member accounts and other accounts that are linked to your accounts) and assets provided through various designated sections of the Online Service (the "Client Information"), as well as any other information provided by those sections of the Online Service ("Other Information"). **Any authorized third party whom you permit access to the Web site will also be able to print out any Client Information or Other Information.**
- ii. Your Responsibilities

After you have granted your Agent(s) and/or Attorney(s)-in-Fact access to the Online Service by making the necessary arrangements through your client service team, your Agent(s) and/or Attorney(s)-in-Fact will be given a user name and individually selected password, which we will transmit to them. It is your responsibility to ensure that your Agent(s) and/or Attorney(s)-in-Fact will not share their passwords with any person and will take all reasonable precautions to keep the passwords confidential and to prevent unauthorized access. Upon the conclusion of each session your Agent(s) and/or Attorney(s)-in-Fact must log off the Online Service to ensure that no one else can enter your account if they leave their computer unattended. You agree to take full responsibility for the consequences of any unauthorized access, including responsibility for all orders entered through and under each of your Agent's and/or Attorney-in-Fact's passwords. Any orders received by J.P. Morgan will be deemed to have been received by us at the time received and in the form received. You assume full responsibility for the disclosure of any confidential information by your employees, Agent(s), Attorney(s)-in-Fact or other third parties.

You must notify us or ensure that your Agent(s) and/or Attorney(s)-in-Fact notify us immediately by calling 866-265-1727 (or 302-634-5115) if you are an international client)

if you or they become aware of:

- the loss or compromising of any password or other secure access information entrusted to your Agent(s) and/or Attorney(s)-in-Fact
- any unauthorized use of your password(s) assigned to Agent(s) and/or Attorney(s)-in-Fact
- any inaccuracies in your personal or account information

You agree to hold us harmless from any loss or liability resulting from acting, purporting to act or disclosing any information in accordance with your authorization pursuant to electronic or other written instructions granting View Only, View and Update and View and Transact privileges on the Online Service to your Agent(s) and/or Attorney(s)-in-Fact.

27. Securities and Investment Advisory Services; JPMorgan Funds

Securities and investment advisory services are offered through J.P. Morgan Securities LLC ("JPMS"), member NYSE/FINRA/SIPC. JPMS is an affiliate of JPMorgan Chase Bank, National Association, and is a member of FINRA and SIPC.

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

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

28. Additional Terms Applicable to Personal Financial Management Software Users and Use of Other Third Party Software (for Asset Accounts)

The Personal Financial Management Service ("PFM Service") allows you to use personal financial management software ("PFM Software"), such as Quicken® or QuickBooks®, to access the Online Service to make bill payments and transfers and access account information such as balance and transaction history. This Section sets forth additional terms and conditions that apply whenever you use or permit any other person(s) or entity to use

the PFM Service. See also the Section on General Terms Applicable to Payments and Transfers for additional terms and conditions that apply to use of the PFM Service to make bill payments and transfers. The terms and conditions contained in this Section are limited to use of the PFM Service, and do not include use of products and services directly accessible through the Online Service without the use of PFM Software. The Online Service utilizes current releases of Quicken® and QuickBooks®, as may be made available from time to time from the respective software manufacturer. You are responsible for obtaining and maintaining any PFM Software that is required for operation of the PFM Service.

Quicken® and QuickBooks® are registered trademarks of Intuit Inc.

28.1 The PFM Service

The PFM Service allows you to make transfers between accounts held by us, to make bill payments and to access account information. To activate the PFM Service you must have a checking, AMA or credit card account with us. Some services and functionality that may be available directly through the Online Service (including, but not limited to, wire transfers; payroll and tax payment services; transfers to or from accounts not held by us) may not be available via your PFM Software.

Information about activity is synchronized between your PFM Software and our website. You may access such information directly through the Online Service, including information about payments and transfers initiated through your PFM Software. Transfer and payment information via your PFM Software may differ from the information that is available directly through the Online Service. Information available directly through the Online Service may not be available via your PFM Software, may be described using different terminology, or may be more current than the information available via your PFM Software. The method of entering Instructions via your PFM Software may also differ from the method of entering Instructions directly through the Online Service. We are not responsible for such differences, whether or not attributable to your use of PFM Software.

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

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

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

28.2 PFM Service Fees

In addition to any other fees set forth in the Agreement, there is a monthly service fee ("PFM Service Fee") for Business customers who subscribe to the PFM Service. The PFM Service Fee is \$9.95 each month. You authorize us to deduct the PFM Service Fee each month, from the eligible business checking account or asset management account you designate as your Primary Account.

The PFM Service Fee is in addition to any regular transaction fees that may be in effect for your account(s). If there are insufficient funds in your Primary Account, you authorize us to charge any other account of yours with us in order to pay such fees and charges.

28.3 Cancellation of Your PFM Service

You can cancel the PFM Service by calling 1-877-242-7372. When you call us, we may also require you to put your request in writing. You should cancel any Pending payments prior to canceling the PFM Service. When you cancel the PFM Service, you will no longer be able to access any of your PFM Service features via your PFM Software. FEES APPLICABLE TO THE PFM SERVICE WILL CONTINUE TO APPLY UNTIL YOU CANCEL THE PFM SERVICE. You will not receive a refund of any PFM Service Fee if your PFM Service is cancelled

28.4 Use of Other Third Party Software for Asset Accounts

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

29. Payments and Transfers

29.1 General Terms Applicable Payments and Transfers

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

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

Note: Any transfer made from any of your savings accounts by using the Online Service is a restricted transfer subject to certain limitations. Please refer to our Deposit Account Agreement or other terms and conditions governing your account for full details. Additionally, External Transfers made from any line of credit account will be treated as an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will also be subject to all other terms and limitations on advances thereunder.

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

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

A. Definitions

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

- "Business Day" refers to Monday through Friday, excluding federal holidays. For purposes of transfers to or from Investment Accounts via Internal Transfers, "Business Day" also excludes Good Friday.
- "Cancelled" means when a payment or transfer will neither be processed nor sent for any reason;
- "Chase Loan or Credit Account" means one of our credit or loan accounts (including, but not limited to, a mortgage, auto or student loan or credit card) held in your name that has been added as a Payee;
- "Current Day" refers to payments or transfers from an account held by us that are scheduled with a present day Send On date, or the next Business Day if scheduled after the Cutoff Time;
- "Cutoff Time" means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled "Cutoff Times" for additional details;
- "Deliver By date" means the date you would like your payment or transfer delivered to your intended recipient (i.e., your Payee or your To Account); this may or may not be the date your payment will be posted by your Payee;
- "Delivery Method" means the way your payment is transmitted (i.e., either electronically or via check);
- "Draft" means checks, or other negotiable instruments or items prepared by us or our

agents and issued pursuant to your Instructions under Bill Pay;

- "External Account" means checking and savings accounts held by institutions other than us and registered for External Transfers. The account holder of the External Account must be the same individual or business entity as the account holder of the deposit or prepaid account, or line of credit, mortgage, installment loan or auto account who is authorized to access the Online Service;
- "External Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, to or from accounts not held by us;
- "From Account" means an eligible account from which a transfer is being requested by you through Payments and Transfers, including from a reloadable, prepaid account established under the Chase Liquid[®] Card program ("Chase Liquid Card");
- "Funded" means when a payment amount has been withdrawn from the available balance or available credit of your Pay From account or when an amount to be transferred has been withdrawn from (or in the case of a line of credit, charged against) the available balance of your From Account;
- "Funding Failed" means when a payment or transfer will not be delivered after multiple unsuccessful attempts have been made to withdraw funds from the appropriate Pay From account or From Account on consecutive Business Days or when the financial institution holding your External Account notifies us that your attempted transfer from your External Account could not be completed;
- "Funds Needed" means when an Instruction made through Payments and Transfers is not processed because the respective Pay From account or From Account had insufficient funds or available credit to complete the transaction after an attempt to withdraw the funds;
- "Future Dated" means Instructions that are not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated payments and transfers
- "Instructions" means the information provided by you to us for a bill payment or transfer to be delivered to the Payee, Chase Loan or Credit Account or To Account (such as, but not limited to, Payee or To Account name, account number, and Deliver By date);
- "Internal Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, between two eligible accounts held by us;
- "Investment Account(s)" means certain non-FDIC insured investment products and services offered by JPMorgan Chase Bank, N.A. and its affiliates, which may include bank-managed accounts and custody, as part of its trust and fiduciary services, as well as brokerage and advisory accounts offered through J.P. Morgan Securities LLC;
- "Payee" means the merchant or other person or entity to whom you designate a payment to be directed;
- "Pay From account" means an eligible deposit or prepaid account, you maintain with us from which payments will be made;
- "Payment date" means the date you would like your payment sent, including payment to your Chase Loan or Credit Account;
- "Payment(s)" refers to the service that allows for payments, including to eligible Chase Loans or Credit Accounts.

- "Pending" means any Instruction that you have requested to be made that has not started to process and has not been Cancelled by you;
- "Primary Account" means the checking or prepaid account, if eligible, you designate for paying any potential monthly service-fees;
- "Repeating" means automatic bill payments or transfers to the same Payee or To Account, respectively, for the same amount (or varying amount, in the case of variable automatic bill payments) which you can authorize for transmission;
- "Send On date" means the date we will begin the delivery process or the date we will send a request to withdraw funds from your External Account, and begin the delivery process. The Send On date may or may not be the date funds are withdrawn from your Pay From account;
- "Sent" means the status of a Payment or Transfer where the funds have been debited from the applicable account, but which Payment or Transfer has not yet been posted to the account;
- "To Account" means, the account to which a transfer is being requested by you via Payments and Transfers;
- "Transfer date" means the date we will begin the delivery process for transfers made via the Internal Transfer Service, or the External Transfer Service, this is the date the transfer request will be sent;
- "Transfers" means, collectively, Internal and External Transfers.

B. Disclosure of Account Information to Third Parties

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

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

Our privacy 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 account. It can be viewed by clicking on the "Privacy" link on any of our website pages.

C. Cutoff Times

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

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

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

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

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

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

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

Payments **to** Chase mortgage loans:

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

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

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

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

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

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

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

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

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

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

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

- 8:00 PM ET for same day payments from a Chase deposit or prepaid account , if the payment was scheduled prior to 8:00 PM ET
- 11:00 PM ET for same day payments from a Chase deposit or prepaid account , if the

payment was scheduled after 8:00 PM ET

- 8:00 PM ET on the Payment date for Future Dated payments from a Chase deposit or prepaid account or a non-Chase checking account

Payments **to** Chase mortgage loans:

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

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

1. 8:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
2. 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

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

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

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

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

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

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

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

- 11:59 PM ET any day for Internal Transfers to a Chase checking or prepaid account
- Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
- 8:00 PM ET on any Business Day for External Transfers

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

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any

Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. If you enter Instructions after the Cutoff Time with a Send On date that is the Current Day or next Business Day, we may initiate the Transfer process immediately, which means the Transfer may be Funded prior to the requested Send On date.

Notwithstanding the foregoing, for Investment Accounts, Sections 29.2(B)(iv) and 29.2(C)(iv) also apply.

D. Service Fees

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

E. Repeating Payments and Transfers

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

If you order us to stop a Repeating payment or transfer three (3) Business Days or more before the Send On date or Transfer date, and we do not do so, we will be liable to you for those losses or damages as provided by law. If for any reason you cannot access the Online Service, you may also call or write online customer service at the phone number or address set forth in the paragraph entitled "Your Liability for Unauthorized Transfers or Payments". If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Repeating transfers are not available for Investment transfers.

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

For Investment Accounts, you can establish a repeating **incoming** Transfer instruction only; **outgoing** Transfers must be entered individually. To cancel or modify an existing transfer

request, you must contact Investment Services at **1-800-392-5749**.

29.2 Transfers

A. General Terms Applicable to Transfers

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

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

For Investment Accounts, you can set a future Transfer date even if there are insufficient funds in the Investment Account. On the Transfer date, any available funds will be transferred, **even if the amount is below the requested Transfer**, which will mean that the cash balance in the Investment Account will be zero (\$0). You will be notified if your available cash balance is below your Transfer amount. If your account has a zero (\$0) balance as of the Transfer date, the Transfer will be rejected.

B. Internal Transfers

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

- i. **Transfer Limits:** To protect your account, we place a daily dollar limit on Internal Transfers sent to or from your eligible Chase accounts, even if your available balance is higher than the daily limit. However, we may allow transactions that exceed your limits or temporarily reduce your limits without notice, for security purposes. We may refuse to process any transaction that exceeds the applicable limits or to protect the security of your account or the transfer system. You may make Internal Transfers up to (A) your available balance plus any amount in your overdraft protection account; or (B) your credit limit, to the extent applicable. If you have selected a home equity line of credit secured by Texas homestead property as your From Account, the minimum allowed

through Transfers is \$4,000.00, to the extent eligible. Current Day Internal Transfer Instructions begin to process immediately and cannot be Cancelled. If your From Account is a Chase home equity line of credit, to the extent eligible, you may make Internal Transfers up to a maximum amount of (A) \$200,000 daily; or (B) \$500,000 daily, if you are a Private Banking customer.

- ii. Transfers between eligible deposit and prepaid accounts held by us: Current Day transfers between eligible deposit and prepaid accounts held by us that are made before the Cutoff Time will be processed immediately and the transferred funds will be available the same day to cover all transfers. Funds transferred to deposit or prepaid accounts held by us and made after the Cutoff Time on the Current Day or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online payments and transfers, however the funds will not be available to cover other payments such as paper checks until the next Business Day. Repeating transfers will be paid on the same calendar day of each transfer period, or on the next Business Day if the regular Transfer date falls on a non-Business Day. Future Dated transfers (including Repeating transfer(s) from deposit and prepaid accounts held by us) will be deducted from your From Account on the Transfer date.
- iii. Transfers from line of credit accounts held by us: Current Day money transfers from line of credit accounts held by us or Chase Liquid Cards will be reflected in your account as soon as we receive the transfer request. The minimum or maximum you will be able to withdraw via Transfers is subject to the terms of your existing credit agreements with us. Future Dated and Repeating Transfers cannot be made from line of credit accounts with us.
- iv. Transfers to or from Investment Accounts: Current Day Transfers can be made between eligible deposit or prepaid accounts held by us and an Investment Account. **NOTE: To cancel or modify an existing transfer request, please contact Investment Services at 1-800-392-5749.**
 - a. Transfers to Investment Account: When Instructions are received by us **at or before** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. When Instructions are received **after** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the next Business Day following the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. During the interim period between when the funds are posted and are viewable and available for trading, a hold for the amount in question will be placed on the From Account in the amount of the transfer for up to four (4) Business days. **Please note that, with Transfers to Investment Accounts in excess of \$100,000, only the first \$100,000 will be immediately available to trade.**
 - b. Transfers from Investment Account: When Instructions are received **at or before** the Cutoff Time, funds in the Investment Account will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading. These Transfers will be posted to, and viewable in, the To Account as of 5:01 PM ET on the day the Instruction was made. These funds will be available in the To

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

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

C. External Transfers

External Transfers can be used to transfer funds between an eligible account held by us and an External Account. To initiate External Transfers you must have at least one eligible deposit or prepaid account, Investment Account, line of credit, mortgage, installment loan or auto loan account with us. We reserve the right to determine eligibility and to restrict categories of recipients to whom External Transfers may be made in our sole discretion.

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

\$4,000.

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

- ii. If your From Account is a Chase home equity line of credit, to the extent eligible, you may make External Transfers up to a maximum amount of (A) \$200,000 daily; or (B) \$500,000 daily, if you are a Private Banking customer.
- iii. Transfers between eligible deposit or prepaid deposit accounts held by us and an External Account that we receive by the Cutoff Time on any Business Day will begin processing on the same day. Transfers to an External Account will be deducted from your From Account held by us on the calendar date and will usually be reflected in your External Account on the Deliver By date. Transfers from External Accounts are subject to the processing times of the financial institution holding your External Account. Instructions for transfers from External Accounts that we receive by the Cutoff Time on a Business Day will be sent to the holder of your External Account on the same day for processing. Instructions entered via the External Transfer Service may be Cancelled until the Cutoff Time on the Send On date.
- iv. Transfers to or from Investment Accounts
 - a. Transfers to Investment Account: When Instructions are received by us **at or before** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 pm ET on the next Business Day after the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the second Business Day following the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. During the interim period between when the funds are posted and are viewable and available for trading, a hold for the amount in question will be placed on the External Account in the amount of the transfer for up to four (4) Business Days.
 - b. Transfers from Investment Account: When Instructions are received at or before the Cutoff Time, funds will be posted to, and viewable in, the External Account as of 5:01 PM ET on the next Business Day after the day the Instruction was made. These funds will be available in the External Account at or about 11:59 PM ET on the day they post and are viewable in the External Account. When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in, the bank account as of 5:01 PM ET that day. The funds will be available in the External Account at or about 11:59 PM ET on the day they post and are viewable in the External Account. **Regardless of whether Instructions are received at or**

before/after the Cutoff Time, the Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading.

- v. Transfer instructions relating to External Accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit or prepaid account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Transfer To or From Account (as applicable) or any other of your accounts or claim a refund from you.

29.3 Payments

A. General Terms Applicable to Payments

- i. Your responsibilities: You authorize us to remove funds from your designated Pay From account for all payments that you initiate and you agree to have sufficient available funds on the Send On date or Payment date for each such payment you schedule. Please note that if you have Chase Overdraft Protection for your Pay From account, available funds in the account that you use for overdraft protection are included in the determination of available funds for the Service. If there are insufficient available funds to cover a Current Day payment, we will not retry the payment and it will be immediately rejected. If sufficient funds are not in your account to cover a Current Day payment, we will not retry the transaction and the payment will be immediately rejected. In the case of Future Dated payment, if sufficient funds are not in your account on the Send On or Payment date we may reject the request, or accept the request and process the payment for delivery (even if such payment processing causes you to exceed your credit limit or overdraw your account). In the alternative, if sufficient available credit or funds are not in your account on the Send On date or Payment date, we will automatically try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the payment request will be Cancelled. A status of "Funding Failed" will appear. We will send you a message advising you of each failed attempt to debit your Pay From account. You agree that we may, at our option, follow your Instructions to make payments to a Payee, even though a charge to or a debit from your Pay From account may cause you to exceed your credit limit, or bring about or increase an overdraft. In the event of an overdraft to your Pay From account, we may charge any other of your accounts for the amount of the overdraft.
- ii. WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A

PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR PAYMENT TO BE LATE.

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

B. Bill Payments

Bill Payment can be used to make one-time or repeating payments to companies, merchants or individuals you have designated as a Payee to pay bills such as rent, utilities, or car payments (sometimes referred to as the "Bill Payment" or other trade name or trademark as determined by us from time to time). This can include us for payments to Chase Loan or Credit Accounts (if set up as a Payee through the Bill Payment service prior to December 2, 2012). You must have an eligible checking account, Chase Liquid Card, AMA, or investment account with us in order to make bill payments. The eligible accounts from which a Bill Payment can be made do not include a Chase home equity line of credit or other line of credit account, except for Chase credit cards. We reserve the right to determine eligibility and to restrict categories of recipients to whom Bill Payments may be made in our sole discretion.

- i. Description of Services: To make Bill Payments, you must maintain an eligible checking account, Chase Liquid Card, AMA or investment account with us and designate one of your eligible accounts with us as your Pay From account. You may select Payees located within the United States to pay using Bill Payment, subject to our and the Payee's approval with the following exceptions: **you agree not to use Bill Payment to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.** The minimum Bill Payment allowed is normally \$0.01. The maximum total dollar amount of all Bill Payments is \$100,000.00 in the aggregate attributable to any Business Day. Your PFM Software may set different limits but we will not be responsible for payment Instructions that are rejected because they do not meet the limits described in the preceding sentence. To use Bill Payments you must provide sufficient information

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

- ii. Because your payment Instructions are transmitted to us on your computer or mobile device, the payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted.
- iii. Scheduling Payments Through Your PFM Software: When scheduling a payment via your PFM Software, you will enter the Deliver By date. You should enter Instructions for electronic payments at least three Business Days before their desired Deliver By date and Instructions for paper payments or payment Instructions for newly added Payees at least six Business Days before their desired Deliver By date.
- iv. Delivery Method (excluding Chase credit card Bill Payments): We remit two types of payments on your behalf to your Payees – electronic and paper check, depending on your Payees determined method of receiving payments. The Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen when your payment is scheduled.

The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, or the payment encounters delivery errors, payments to that Payee will be delivered by paper check and the Send On Date will be changed to five (5) Business Days before the Deliver By date for all subsequent payments and for the most current if the Payee provides us with sufficient notice. If a Payee begins accepting

electronic payments, payments to that Payee will be processed electronically and the Send On date will be changed accordingly for all subsequent payments. In addition, if an electronic payment is undeliverable the payment may be resubmitted by check. We will notify you via e-mail of a change to a Delivery Method for Pending payments you have scheduled if that change results in a Delivery Method that increases the delivery time of your payment, otherwise you will not be notified of Delivery Method changes. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result. Late payments arising from changes in your Payee's Delivery Method are explicitly excluded from coverage of our Guarantee as we have no control over your Payee's acceptance of or changes to a particular Delivery Method.

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

- v. **Additional Terms Applicable to Only Variable Automatic Bill Payments:** You may now also set up variable automatic bill payments for select Payees participating in the e-Bills Service. Variable automatic bill payments differ from repeating payments in that variable automatic payments are triggered based on the associated billing date and/or the bill due date, as set up by you, and the payment amount may vary each month. While it is anticipated that most variable automatic bill payments will be delivered by the Deliver By date you set, it is understood that due to circumstances beyond our control, particularly when your Payee is late in providing the e-Bill and/or we receive the e-Bill too close to, on, or after the bill's due date, WE MAY BE UNABLE TO PAY THAT BILL AND YOU WILL HAVE TO MAKE ALTERNATIVE PAYMENT ARRANGEMENTS DIRECTLY WITH THE PAYEE. These terms apply in addition to the other terms applicable to repeating payments in this Section 29.3(B), and additional terms for variable automatic bill payments may be presented to you at the time you set up the variable automatic bill payment.
- vi. **Canceling Bill Payments:** You may cancel any Pending or Funded bill payment if you do so no later than the Cutoff Time, on the Send On Date. Funds will be returned to your Pay From account by the following Business Day. You may not stop a bill payment after the Cutoff Time has passed.

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

C. Payments to Chase Loans or Credit Accounts

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

Only Business Days may be chosen as Payment dates for Chase mortgage or auto loan or lease accounts and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.

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

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

Payments to a Chase Loan or Credit Account from an account held by us may be made in amounts of up to the available balance in your Pay From account (plus any available balance in any associated overdraft protection account) per day.

Note: Payments to Chase credit card accounts have separate payment options and terms that will be displayed at the time Instructions are provided by you.

D. Bill Payments to Certain Healthcare Providers

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

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

E. Duplicate Payments

If you submit a duplicate Bill Payment request, an error message may be displayed on our

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

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

F. Stale Dated Payments

Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 90 days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. When this happens, we will notify you and credit your Pay From account. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period.

G. Merchant or Payee Limitation

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

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

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

1. **Electronic Communications/Payee Terms.** By activating e-Bills, you agree to abide by the terms and conditions stated in this Section to get e-Bills, and to get other related communications electronically. By activating e-Bills, you will be required to agree to each Payee's terms and conditions, which will also include the requirement to not to receive paper bills. For avoidance of doubt, you understand and agree that enrollment into eBills will terminate the provision of paper statements to you by the Payee, including

any reformatted paper statements, i.e. Braille or enlarged font, that you were receiving from the Payee, and any accommodations or exceptions will be agreed upon and made between you and the Payee and not Chase.

2. **Limitations.** You must enroll each Payee individually in e-Bills. You also acknowledge and agree that the right to activate and receive e-Bills for each Payee is limited to one financial institution. If you activate e-Bills for a particular Payee through us, you will no longer receive e-Bills for that Payee through the financial institution through which you're currently receiving such e-Bills. Conversely, if you activate e-Bills for a particular Payee through another financial institution, your action will effectively terminate the e-Bills service for that Payee and you will no longer receive such e-Bills through us.
3. **Approval of e-Bills.** Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to five (5) Business Days to approve an e-Bill set-up request. By requesting that bills, statements, or other related communications be sent to you electronically, you warrant that you have the right, power, and authority to receive them.
4. **Individual and Joint Responsibility.** Any individual borrower, account holder or authorized user on your loan, line of credit, or account can enroll in and use e-Bills. Regardless of the individual who enrolls in e-Bills, the terms of this Section apply to all borrowers/account holders/authorized users, individually and jointly.
5. **Timely Delivery of e-Bills.** We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee.
6. **Cancel e-Bills.** All parties have the right to cancel the service at any time. We may also elect to discontinue delivering e-Bills for certain Payees or customers. We will notify you if Chase or a Payee discontinues/stops e-Bills. If you request that an e-Bill be discontinued, we generally require at least seven (7) Business Days for the Payee to receive and process the request. Therefore, you may not receive a paper statement from the Payee, and/or you may not receive an e-Bill through the new financial institution through which you have activated the e-Bill service for the Payee, but continue to receive e-Bills from us instead for one or two cycles. We also reserve the right to terminate a Payee's participation in e-Bills at any time.
7. **Privacy.** When you request e-Bills from a participating Payee you will provide certain information such as required username and password, and you authorize us and our third party service provider to collect and forward such information onto the Payee on your behalf, and you appoint us and our third party service provider as your agent for the limited purpose of completing your enrollment. If you have concerns about the future use of this information by the Payee you should contact your Payee directly.
8. **Fees, Charges or Other Terms.** Unless otherwise noted in your account agreement, we do not charge any fees for using e-Bills. We reserve the right to change the charges, fees, or terms for e-Bills. If we make a change, we'll provide notice to you in accordance with terms of this Addendum. We also reserve the option, in our business judgment, to waive, reduce, or reserve charges or fees in individual situations.
9. **Acknowledgements and Agreements.**

- You understand and agree that e-Bills are provided for your convenience, and payments due continue to be your responsibility.
- You also understand and agree that the e-Bills service and therefore the e-Bills (and any content contained therein) may only be available in English, and not in a foreign language, including Spanish, regardless of whether you currently receive a Payee's bill in a foreign language, depending on the Payee. By using this service, you agree to receive the e-Bills in English, even if you use or access Chase's website, mobile application or Chase's other products and services in a foreign language. You agree that Chase is not responsible for delivering the e-Bills to you in a foreign language, and any questions regarding this issue will be directed to your Payee.
- You also understand and agree that the eBill summary (and any content contained therein) is accessible via screen reader software and other Assistive Technology (AT) as presented on any Chase digital platform. The eBill summary may include the statement date, due date, amounts due and/or other information, and is different from the eBill.
- You also understand and agree that the e-Bills service and therefore the e-Bills (and any content contained therein) may not be presented in a way which is accessible to screen reader software or AT which are conformant to web content accessibility guidelines (WCAG) version 2.0, level AA success criteria, regardless of whether you currently can access Payee's bill online or via digital application using screen reader software or other AT, depending on the Payee. By using this Service, you agree to receive the e-Bills as provided, which may include an inaccessible format, even if you use or access Chase's website, mobile application or Chase's other products and services by using screen reader software or other AT. You agree that Chase is not responsible for delivering the e-Bills to you in a digitally accessible format which conforms to WCAG v. 2.0 AA, and any questions regarding this issue will be directed to your Payee.

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

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

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

A consumer account is one that is used primarily for personal, family or household purposes. If you perform transactions from a home equity line of credit or other credit account, please see your

home equity line of credit or other credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts. Except for online transfers covered by this Section 28, concerns about other transactions in your Investment Account or errors on your confirmations and statements from J.P. Morgan Securities LLC must be reported in accordance with the terms of your Brokerage Account Agreement.

30.1 Your Liability for Unauthorized Transfers or Payments

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

Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized transfer or payment has been made from any of your deposit or prepaid accounts.

Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer or payment without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer or payment has been made from any of your deposit or prepaid accounts, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

30.2 Our Liability for Failure to Complete Payments and Transfers

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

- A. If, through no fault of ours, your account does not contain sufficient funds to make the transfer or payment and the transfer or payment would exceed any credit line or any overdraft for such account.

- B. Your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and it was evident to you at the time you began the transfer or payment.
- C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- D. The Payee or, for Payments and Transfers from an External Account, the third party financial institution holding your account, mishandles or delays processing or posting a payment or transfer sent by Payments and Transfer.
- E. If you have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee on a payment.

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

30.3 Errors and Questions about Payments and Transfers

If you think your statement is wrong, or if you need more information about a transaction listed on it, call or write us at the telephone number or address at the end of this Agreement.

For personal accounts only, the following procedures apply:

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

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

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

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

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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

31. Our Guarantees

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

In the event that money is removed from your consumer deposit accounts (i.e., checking or savings) or prepaid accounts with us without your authorization through Payments or Transfers, we will reimburse you 100% if you tell us within two Business Days of your discovery of the unauthorized transaction. (See the paragraph entitled "Your Liability for Unauthorized Transfers or Payments", above governing "Your Liability for Unauthorized Transfers.")

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

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

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

As a precondition to this guarantee, you agree not to enter into any agreements where

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

32. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR BUSINESS ACCOUNTS

32.1 Linking Multiple Accounts – Business and Consumer

You may use Chase Online for Business Banking to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax identification number which may be added to your business subscription with the agreement of each such business (a "Multiple-Business Subscription"). You may be permitted to link consumer accounts to your Online Service profile provided: (i) the authorized signer on the business account is also an authorized signer on the consumer accounts to be linked and (ii) the consumer account information provided during linkage is accurate and can be validated.

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

You are responsible for all payments and transfers that are authorized using your Online Service Password. If you permit other persons to use the Online Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

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

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized

transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

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

For business accounts, our practice is to follow the procedures described in Section 28.3 above, but we are not legally required to do so.

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

33. Terms Applicable to Your Use of Chase Pay

These Terms govern your use of the Chase Pay Wallet (“Chase Pay”) and, except as otherwise stated, any eligible credit card, debit card, prepaid card, or other card (each, a “Chase Pay Card”) provisioned or stored in Chase Pay. The term “Card Issuer” means the issuer of your Chase Pay Card, which may be us or any other issuer of an eligible Chase Pay Card. When we use the word “merchant” in this Section, it also includes “retailers. You agree to these Terms by signing or accepting them, including by your electronic signature, as well as when you use or request Chase Pay.

- i. Service Description. Chase Pay (i) allows the electronic storing of your Chase Pay Card information, which we sometimes refer to as adding a Chase Pay Card to or provisioning a Chase Pay Card for use with Chase Pay, (ii) allows you to use such stored, eligible Chase Pay Cards to enter into transactions where Chase Pay is accepted or to fund another Chase Pay Card, and (iii) allows other services that are described in this Agreement or that we may offer from time to time. We may add or provision all your eligible Chase Cards (e.g., those you have now and those you obtain or open in the future) onto Chase Pay, unless you remove them as described below. Each Chase Pay Card may be used as the payment source for your Chase Pay transactions. When you use Chase Pay, you request us to provide the merchant, the applicable payment network (such as Visa), the Third Party Wallet provider and others (such as a payment processing entity or a token service provider) your selected Chase Pay Card information and other information that’s associated with the selected Chase Pay Card, to allow your transaction to be completed and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. Transactions conducted using a Chase Pay Card are subject to the same rights and obligations as stated in the applicable CardMember Agreement or account agreement that governs the Chase Pay Card.
- ii. Chase Pay Information. You agree that the information you provide to us to establish Chase Pay will be complete and accurate. You will keep any passwords, PINs and/or User IDs that access Chase Pay confidential. If you disclose your Chase Pay passwords,

PINs, and/or User IDs to any person(s) or entity, you are authorizing that person or entity to transact on your behalf as if they were an authorized user of your Cards and you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to access or other means to use your Chase Pay password, PIN or User ID, you are authorizing any transactions and activities performed by them. You are also agreeing to be responsible for any use of your personal and Chase Pay information. Notify us immediately if any of your Chase Pay passwords, PINs, or User IDs is lost or stolen.

- iii. Transaction History. You agree and acknowledge that the transaction history displayed in the Chase Pay Wallet solely represents our authorization of your Chase Pay Wallet transaction and may not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Chase Pay Wallet transaction history in connection with use of your Card in the Chase Pay Wallet may be preliminary and may not match the transaction amount that ultimately clears, settles, and posts to your Card's billing or monthly statement.
- iv. Using Chase Pay with Another Wallet. We may also offer you the option to use your Chase Pay Wallet to either link your Chase Pay Wallet or all of the eligible Chase Pay Cards in your Chase Pay Wallet to another digital wallet (a "Third Party Wallet"), or to add one of the eligible Chase Pay Cards in your Chase Pay Wallet to a Third Party Wallet. Chase does not charge you a fee for this process, but the Third Party Wallet provider or other third parties may charge you fees.

The terms and account or card agreement that govern your Chase Pay Wallet and your Chase Pay Card do not change when you link your Chase Pay Wallet or Chase Pay Cards, or load a Chase Pay Card, to a Third Party Wallet. The Third Party Wallet simply provides another way for you to make a purchase or other transactions with your Chase Pay Wallet or your Chase Pay Card. Any applicable interest, fees, and charges that apply to your Chase Pay Card will also apply when you use the Third Party Wallet to access your Chase Pay Card, including if you use the Third Party Wallet to access your Chase Pay Wallet, and then use your Chase Pay Wallet to access your Chase Pay Card.

When you link your Chase Pay Wallet or Chase Pay Cards, or load a Chase Pay Card, to a Third Party Wallet, you may be subject to the terms of the Third Party Wallet. You may only use the Third Party Wallet where the Third Party Wallet is accepted, which may be at fewer or different places than you can use your Chase Pay Card or the Chase Pay Wallet.

Chase is not the provider of the Third Party Wallet, and is not responsible for providing the Third Party Wallet services to you. We are not responsible for any failure of the Third Party Wallet, or the inability to use the Third Party Wallet for any reason. We are not responsible for the performance or non-performance of the Third Party Wallet provider or any other third parties regarding any agreement you enter into with the Third Party Wallet provider or associated third party relationships that may impact your use of the

Third Party Wallet.

You can de-link your Chase Pay Wallet or Chase Pay Cards, or remove a Chase Pay Card, from the Third Party Wallet by either following our instructions on our digital platforms, or contacting the Third Party Wallet provider.

- v. Removing Your Card Information. Only Chase Pay Cards that we determine are eligible can be added to or provisioned for use with Chase Pay. You may designate any Chase Pay Card stored in the Chase Pay Wallet to be temporarily inaccessible (and similarly, re-designate such Chase Pay Card to be accessible) for use with Chase Pay at any time by following our instructions as provided from time to time. If your credit card, debit card, prepaid card, or other card or underlying account is not in good standing, that credit card, debit card, prepaid card, or other card will not be eligible to be added to or provisioned for use with Chase Pay. We may determine other eligibility criteria in our sole discretion. When your Chase Pay Card information is added or provisioned onto Chase Pay, Chase Pay allows you to use the Chase Pay Card to enter into transactions where Chase Pay is accepted. Chase Pay may not be accepted at all merchants where your Chase Pay Card is accepted, and we also reserve the right to terminate a merchant's acceptance of Chase Pay at any time. You can also remove one or more of your Chase Pay Cards from Chase Pay at any time by calling us or following our instructions as provided from time to time.
- vi. Your Chase Pay Card Terms Do Not Change. When a Card is added or provisioned onto Chase Pay, the terms and the agreement that govern your Chase Pay Card do not change. The applicable CardMember Agreement or account agreement that governs the Chase Pay Card, as amended from time to time, are incorporated by reference as part of this Agreement. Please review those agreements, as applicable, for important information on your rights and responsibilities when making purchases through Chase Pay. Chase Pay provides another way for you to make purchases or other transactions with the Chase Pay Card. Chase Pay may also allow you to access certain features of a Chase Pay Card issued by Chase, or the rewards programs associated with that Chase Pay Card, such as the ability to pay with points. For avoidance of doubt, in that case, this Agreement, the CardMember Agreement or account agreement that governs the Chase Pay Card, and any agreement governing the rewards program, will apply. For the avoidance of doubt, in that case, this Agreement covers only those elements not governed by the CardMember Agreement or account agreement that governs the Chase Pay Card, and any agreement governing the rewards program.
- vii. Chase Is Not Responsible for Third Parties. Using Chase Pay may depend on your relationship with other third parties, including other Chase Pay Card Issuers. We are not responsible for any aspect of those relationships, or for the performance or non-performance of these third parties. If your Chase Pay Card is not issued by us, we do not process payments or act as a service provider of your Chase Pay Card Issuer. Instead, our role is limited to providing information to a merchant, the applicable payment network (such as Visa) and others (such as a payment processing entity or a token service provider) to allow that party to honor your Card and/or to facilitate customer

participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. Transactions between you and a merchant are governed by the merchant's terms and conditions. Unless we are the Chase Pay Card Issuer, we do not endorse or assume any liability for any Chase Pay Card you use, and we do not have any liability for payments, returns, refunds, chargebacks, loyalty and rewards related offers and benefits or any disputes between you and your Chase Pay Card Issuer or between you and a merchant or other third parties.

- viii. Contacting You Electronically, and by Email or through Your Mobile Device. In addition to your consent to receive information concerning your account via email and mobile device above, you consent to receive electronic communications and disclosures from us in connection with your Chase Pay Card and Chase Pay. If at any time you revoke your consent to such communications, your Chase Pay Wallet activation may be cancelled.
- ix. Deactivating Chase Pay. You can deactivate Chase Pay at any time by calling us or following the instructions we provide from time to time. We can also deactivate Chase Pay at any time, or otherwise block, restrict or suspend your access to or use of any Chase Pay Card or Chase Pay at any time and for any reason. These reasons include, but are not limited to, if we suspect fraud or illegal, unauthorized or improper conduct.
- x. Access and License. You may not, and will not allow or cause any third party to do the following: (i) use Chase Pay in connection with any fraudulent or illegal conduct, transaction or business, as determined by us in our sole discretion; or (ii) act as a payment intermediary, aggregator or service bureau yourself or on behalf of any third party, including, without limitation, handling, processing or transmitting funds for any third party.
- xi. Links. Our websites may contain third party content and links to other third party apps or web sites (collectively, "Linked Sites"). We are not responsible for, nor do we control, the content, products, or services provided by Linked Sites. We do not endorse or guarantee the products, information or recommendations provided by Linked Sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.
- xii. Merchant Offers. Through your enrollment in Chase Pay or required Systems, you may be presented with certain discounts, rebates or other benefits and offers ("Offers") from merchants that may be of interest to you. In order to use these Offers, you may be required to register with the merchant or service provider, which may include providing personal information and agreeing to additional terms of use. Offers from merchants may not always be available and may change without notice. We, or any merchant, may provide you with additional terms, conditions or disclosures related to these Offers. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your CardMember

Agreement or the account agreement that governs your Chase Pay Card, all matters related to these Offers, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through the Chase Pay Wallet or the Offers that they provide.

34. Terms Applicable to Your Use of the Gifting Service

- i. You may use your eligible Pay From Account to buy a digital merchant gift card (“Gift Card”) to send to another Chase customer, as well as anyone you know residing in the United States (the “Gifting Service”). Eligible accounts for this service are currently certain Chase checking accounts and Chase Liquid® card. We have the right to determine eligibility and to restrict categories of accounts and recipients to whom Gift Cards can be sent using the Gifting Service in our sole discretion.
- ii. You cannot buy a physical gift card through the Gifting Service.
- iii. We provide the Gifting Service through an arrangement with our gift card service provider or the merchant that accepts the Gift Card and the merchant’s vendor. We have the right to determine eligibility and to restrict categories of merchants from whom Gift Cards can be purchased using the Gifting Service in our sole discretion.
- iv. We do not sell or issue the Gift Cards. When you buy a Gift Card through the Gifting Service, you are purchasing a Gift Card from the merchant or its vendor that can only be used with that merchant. We are not responsible for any damage or harm to you or any third party resulting from the purchase of a Gift Card through the Gifting Service. We do not warrant the availability or functionality of a Gift Card purchased through the Gifting Service.
- v. To buy a Gift Card, you must enter the Gift Card amount, the Send On date, and the recipient’s email address or other information as we may require. The email address must belong to the intended recipient residing in the United States. You should only use the Gifting Service to send Gift Cards to people that you know. Please make sure you accurately enter the recipient's email address since your obligation to pay for the Gift Card will not be excused by an error in the information you enter. Both Chase and a merchant may limit the amount of a Gift Card you can purchase. You acknowledge and agree that Gift Card purchase will be completed using only the email address you provided for the recipient, even if it identifies a person different from your intended recipient. The name you enter will help you identify your intended recipient and the purchase in your transaction history but will not be used to process the Gift Card purchase or to validate that the intended recipient owns or has authorized access to the email address you entered.
- vi. We will not process your payment for the Gift Card if you do not have sufficient funds in your designated Pay From Account on the Send On date or at the time the transaction is initiated for Current Day purchases of Gift Cards. If sufficient funds are not in the Pay From Account on the Send On date or at the time the transaction is initiated for Current Day purchases, the Gift Card transaction will fail and we will not make repeat attempts to debit the applicable account.
- vii. We will share your Gift Card information including recipient’s information with our gift card service provider or the merchant, who will share the information with their vendor.

Our gift card service provider or the merchant and the merchant's vendor are responsible for delivering the Gift Card to the person you choose and to the email address or other contact information you provided. If your payment for the Gift Card is successful, you authorize us to withdraw and transfer money from your Pay From Account in the amount of the Gift Card immediately or on the Send On date, as applicable, to pay our gift card service provider or the merchant.

- viii. Gift Cards can be purchased in amounts of up to \$100 per transaction with a maximum of \$1,000 per day, and \$5,000 in any calendar month, in the aggregate from all your combined accounts registered with the Gifting Service. All limits are subject to temporary reductions to protect the security of customer accounts and/or our processing systems. At our discretion we may refuse to process any transaction that exceeds any of the limits. In this case, you are responsible for making alternate arrangements or rescheduling the Gift Card purchase.
- ix. We are not responsible for any acts or omissions by our gift card service provider or the merchant or their vendor.
- x. A Gift Card is subject to terms and conditions imposed by the merchant that accepts the Gift Card and the merchant's vendor. We do not control the terms of a Gift Card purchased through the Gifting Service. Nothing in those terms and conditions limits our rights or your obligations under any agreement between you and us. We do not provide Gift Card support services related to issues arising after the issuance of the Gift Card. You must contact our gift card service provider or the merchant or their vendor to resolve issues related to a Gift Card arising after issuance of the Gift Card.
- xi. There is no service fee from us to use the Gifting Service. However, if we process a payment in accordance with your Instructions that overdraws your Pay From Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement. Fees are subject to change from time to time upon notice to you as may be required by law.
- xii. You may not edit or cancel a pending or processed Gift Card, but you may cancel any Future Dated Gift Cards up until the Send On date.
- xiii. Gift Cards cannot be returned, refunded, replaced, or redeemed for cash.
- xiv. Gift Cards may only be sent to a recipient in the United States and may only be redeemed within the United States.

35. Terms Applicable to Your Use of the Real-Time Payments Service

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

About the Real-Time Payments Service

The Real-Time Payments Service enables you to send payments to and receive

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

Definitions

As used in this "Terms Applicable to Your Use of the Real-Time Payments Service" Section, the following terms shall have the meaning set forth below.

"Payment Amount" refers to the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer;

"Person" means a natural person or a business, government, or nonprofit entity;

"Real-Time Payments Service" refers to a service that allows you to send or receive payments to other Persons;

"Real-Time Payments Service for Vendors and Employees" refers to a type of Real-Time Payments Service that allows you to send payments to your vendors and/or employees, but only if you have a Business Account and are enrolled in ACH Payments Services. For clarity, Real-Time Payments Service for Vendors and Employees is a "Real-Time Payments Service," as defined and used herein, except as expressly referenced separately by name in the Fees section;

"Real-Time Transfer System" refers to the real-time transfer system that is accessed through the Real-Time Payments Service;

"Receiver" refers to a Person that receives a payment through the Real-Time Payments Service;

"Receiver Addressing Information" refers to addressing information of the Receiver, which may include the Receiver's account number, routing number, telephone number, and/or email address, as applicable;

"Receiving Financial Institution" refers to us, when you are the Receiver, and the Receiver's financial institution, when you are the Sender;

"Sender" refers to a Person that sends a payment through the Real-Time Payments Service;

"Sending Financial Institution" refers to us, when you are the Sender, and means the financial institution that holds the Sender's account, when you are the Receiver;

"Service Participant" refers to a financial institution that participates in the Real-Time Payments System, which includes JPMC;

"Service Transfer" refers to a payment from a Sender to a Receiver through the Real-Time Payments Service;

“Service Transfer Amount” refers to the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver;

Sending Funds

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

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

The Real-Time Payments Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. However, the Real-Time Payments Service may be unavailable from time to time, including due to scheduled or unscheduled maintenance.

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

Risks Associated with the Real-Time Payments Service

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

We do not provide buyer protection with respect to Service Transfers. That means that you

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

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

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

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

Receiving Payments

You are not obligated to accept a payment that is sent to you through the Real-

Time Payments Service. If you wish to reject a payment sent to you through the Real-Time Payments Service, please contact us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723).

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

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

Fees

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

The fee for sending a payment using Real-Time Payments Service for Vendors and Employees will be the lesser of \$25 or 1% of the total payment amount; provided, however, that this amount may vary if you are also a Private Banking customer.

Requests for Payment

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

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

Failed Service Transfers

A Service Transfer may fail if:

- There are insufficient funds available in the Sender's account when the Sender submits the Service Transfer Request;

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

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

If you are the Sender, we will notify you if a Service Transfer fails. If you are the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

Availability of Funds

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

Prohibited Payments

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

You acknowledge that you are permitted to use the Real-Time Payments Service solely for the purpose of making or receiving payments: (i) on your own behalf; or (ii) on behalf of Persons that are resident of or domiciled in the United States of America. If you make or receive payments on behalf of another Person, you must comply with all applicable laws and

regulations in conjunction with such payments, including all regulations of the Office of Foreign Assets control. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

Transaction Errors; Unauthorized Transactions; Lost or Stolen Passwords

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

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

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

Furthermore, if any account statement shows Service Transfers that you did not make, tell us AT ONCE.

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

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

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

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