

# Terms and Conditions for Credit Journey

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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.

Use of Credit Journey is subject to the following Credit Journey Terms and Conditions, as amended from time to time. YOU MUST ACCEPT THE TERMS AND CONDITIONS BELOW BEFORE YOU WILL BE PERMITTED ACCESS TO CREDIT JOURNEY. Credit Journey is supported by data and services from Experian Information Solutions, Inc. (the "Experian Credit Bureau") and its service provider, CSIdentity Corporation, an Experian company ("CSID") (collectively "Experian").

As used herein, the terms "Chase," "us," "we," or "our" mean JPMorgan Chase Bank, N.A., or any affiliate, agent, service provider, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of Credit Journey; "you" or "your" means the individual that is the user of the service.

When you use, access, or permit any other person(s) or entity to use or access Credit Journey, you agree to these terms and conditions. We may amend or change these terms and conditions from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail or by posting the updated terms on the Credit Journey website. Please access and review these terms and conditions regularly. If you find the terms and conditions unacceptable to you at any time, please discontinue your use of Credit Journey (see cancellation section below). Your use of Credit Journey after we have made such changes available will be considered your agreement to the change.

## Eligibility

You must be a U.S. resident or a resident of any territory or possession of the U.S. to use Credit Journey. Also, you must be at least 18 years old. All features of Credit Journey may not be available to you if you have limited or no credit bureau data. We reserve the right to refuse access to Credit Journey at any time.

## Registration and Accurate Information

If you choose to access Credit Journey, you will be required to provide personal information to register and complete enrollment. You agree to provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a username or password of another person. You agree to notify Chase promptly of any unauthorized use of Credit Journey and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a

breach of these terms and conditions and shall constitute grounds for immediate termination of your right to access Credit Journey.

## **Your Authorization to Chase to Obtain Your Credit Information**

By checking the Authorization box and clicking “I consent” during enrollment, you are providing written instructions under the Fair Credit Reporting Act and other applicable laws, including similar state laws, for Experian, including the Experian Credit Bureau, or any other consumer reporting agency to release your credit report information, for example a VantageScore Credit Score or employment and income information about you, to Chase upon Chase’s request at any time as long as you are enrolled in the Credit Journey service. Chase will use this information to provide you with the Credit Journey service, to offer you other Chase products from time to time and to prefill and facilitate applications for products and services.

## **VantageScore Credit Score**

The credit score provided is your VantageScore Credit Score, which is a model created by the three major credit bureaus, Equifax Inc., Experian Information Solutions, Inc. and TransUnion. VantageScore Credit Score predicts credit risk. Specifically, it measures the probability that a person will pay his or her debts on time. There are many different credit scores in the marketplace based on different models with different scoring ranges. The scores provided by Credit Journey are for educational/informational purposes only. You can view your VantageScore Credit Score and Credit Journey as often as you like. It won’t impact your credit score. Credit Journey can only evaluate the account information that appears on your Experian consumer credit report. Accounts not reported to or subsequently deleted from your Experian consumer credit report will not be reflected in your score. Credit Journey does not maintain your credit report information and is not able to make any changes to it.

Your credit information will be presented to you by Chase in an easy-to-read format. We intend for you to learn more about your credit score and the factors that impact it. Chase and Experian are not responsible for inaccurate results, including any due to incorrect, incomplete, or outdated information in your credit report.

## **Simulations**

Credit Journey has certain features that estimate how certain changes in your credit behavior may impact your credit score. These features show how these changes may impact the credit score displayed on Credit Journey, which is the VantageScore Credit Score. Simulated scores and score changes simulated by Credit Journey are only predicted estimates. Credit Journey and Experian do not guarantee that your actual credit score will change by the same amount, in the same way, or at all.

# Identity Restoration Services

As part of your Credit Journey enrollment Identity Restoration Services ("Restoration Service") are available to you at no cost or obligation to use. There are certain steps that you must follow in order to receive the Restoration Service and obtain assistance from an Identity Restoration agent. These steps include contacting Customer Care at the phone number stated on your notification materials. Please note that you may be asked to provide a limited power of attorney to facilitate any Identity Restoration related work on your behalf, including without limitation, if applicable, investigating alerts and disputing fraudulent events.

If you contact us regarding identity restoration, you are agreeing to permit Experian to order a copy of your credit report for any purpose relating to your request for assistance, if applicable. "Identity Theft" means that your name, address, Social Security number, credit card, debit card or other personal identifying information was lost, stolen or was used without your knowledge or approval to commit fraud or other crimes.

THE IDENTITY RESTORATION FEATURE IS DESIGNED TO HELP YOU IN CONNECTION WITH RESOLUTION OF AN IDENTITY THEFT. THIS PRODUCT IS PROVIDED TO ASSIST WITH RESOLUTION AND IS SEPARATE FROM ANY AND ALL PRECAUTIONS YOU SHOULD REASONABLY BE EXPECTED TO TAKE, INCLUDING PROTECTING YOUR USERNAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONALLY IDENTIFYING INFORMATION. ECS'S IDENTITY RESTORATION DOES NOT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE AGAINST IDENTITY THEFT AND/OR THE CONSEQUENCES OF IDENTITY THEFT.

Experian, including its agents, independent contractors, assigns or other expressly authorized third party, reserves the right to make an independent investigation of the facts and circumstances related to any identity restoration request, including making contact by telephone, email, United States Postal Service or otherwise, to any service provider or any other person or entity that Experian deems necessary, in its sole and absolute discretion, regardless of whether you provide express authorization to make such contact for purposes of verifying and assisting you with your identity restoration assistance request.

Experian reserves the right to request that you provide corroborating evidence of the unauthorized transaction, Identity Theft or other facts related to your identity restoration request, including signed affidavits, law enforcement or governmental agency reports, receipts of expenses, insurance declaration forms, or any other corroborating evidence that we may deem necessary and reasonable. Further, Experian reserves the right to refuse any identity restoration request or provide any identity restoration assistance in the event you fail or refuse to provide us with any requested corroborating evidence related to a possible Identity Theft, including without limitation, a limited power of attorney.

Experian reserves the right not to provide you with any identity restoration assistance in the event ECS determines that you knew, or should reasonably have known, of an act of Identity Theft that commenced prior to your membership. If at any time you cancel your membership, Experian is no longer obligated to provide any identity restoration assistance.

If, at any time (including after beginning identity restoration assistance), you choose to discontinue using the Service, you may contact us at any time to cancel Experian's provision of or your receipt of any further assistance. You may contact us by calling the phone number stated on your notification materials.

## Identity Theft Insurance

The Identity Theft Insurance is underwritten and administered by American Bankers Insurance Company of Florida, an Assurant company under group or blanket policy(ies). The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions. Review the [summary of benefits](#).

## Identity Monitoring

Experian cannot guarantee that Identity Alerts, including any internet surveillance scans and reports, will detect all possible instances of identity theft and/or potentially fraudulent, or otherwise improper, use of your information. Certain information contained in Identity Alerts may be obtained from criminal activities monitored on the Internet. Because of the dynamic nature of this data, the exchange platforms, and the fact that it may have been obtained from criminals, among other considerations, Experian cannot guarantee the accuracy or completeness of the Identity Alerts provided. Please understand that the third party databases monitored to enable Identity Alerts are subject to change.

As a condition for using and receiving Identity Alerts, you acknowledge and agree that you will keep any personal information required to enable the applicable Identity Alert accurate and current, including without limitation, your name, address, date of birth, e-mail address, telephone number, social security number, driver's license number, and financial account numbers (e.g. credit or debit card numbers, if applicable).

Your Service offers access to internet surveillance scans and reports to identify activity associated with your identity. You acknowledge that Experian may use your personal information to the extent necessary to perform a scan of applicable websites and database and provide you with an opportunity to view the results of such scan.

## Communications

You agree to receive these terms and conditions and all other communications regarding Credit Journey in electronic format. You agree that by using Credit Journey, all notices, alerts or other communications which we may be required to give you arising from our obligations under Credit Journey may be sent to you by any or all of the following sources, at our option:

- Through electronic notice given to any electronic mailbox we have for you,
- Any other electronic mail address or telephone number you provide to us,
- The current address we have on file for you,

- By push notifications,
- By text message or
- In any other manner permitted by law including, but not limited to, posting it on our website.

By enrolling in Credit Journey, you are consenting to receive these communications. We will continue to honor any opt out requests that you have made for messages from Chase.

## **Your Right To Receive A Free Credit Report From AnnualCreditReport.com**

Credit Journey provides you with your VantageScore Credit Score, related information and other credit report information. However, it's important to know that, by law, you also have the right to free credit reports from [AnnualCreditReport.com](https://AnnualCreditReport.com) or by calling 877-322-8228, which is the authorized source under federal law for free credit reports. By law, you may obtain one free credit report from each of the three national consumer reporting agencies (Experian Information Solutions, Inc., Equifax Inc., and TransUnion) during any twelve-month period. For more information, go to [www.consumerfinance.gov/learnmore](https://www.consumerfinance.gov/learnmore).

## **New Features**

We may, from time to time, introduce new features to Credit Journey or modify or delete existing features at our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

## **Cancellation**

You may terminate your service with Credit Journey at any time by unenrolling on Credit Journey's website. Your cancellation will be effective after we have a reasonable time to process it. When you cancel, it does not affect the validity of any actions taken by us prior to your cancellation or while we are processing it. We may cancel or amend the terms of the product at any time for any reason.

## **Trademark Information**

Credit Journey and the other trademarks, logos, and service marks displayed on this web site (excluding those owned by Experian and VantageScore Solutions, LLC) are the trademarks of Chase, its affiliates or their respective third party owners. Under no circumstances may you alter, modify, or change these trademarks. You are prohibited from using these trademarks for any purpose without written permission.

## **Disputes and Arbitration**

You and we agree that, upon the election of either of us, any claims or disputes (as defined below) pertaining to the digital platforms, products, and services in this agreement will be resolved by binding arbitration as discussed below and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Any dispute, claim or controversy about the underlying accounts, loans, credit cards, etc. will be resolved pursuant to the provisions of the Other Documents (as defined in Section 1 above) pertaining to them. Any dispute, claim or controversy in connection with an Investment Account will be resolved pursuant to the provisions of the agreement governing your Investment Account and is not subject to the dispute provisions of this Section.

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL, AND YOU AND WE ARE ALSO WAIVING ANY ABILITY TO ASSERT OR PARTICIPATE IN CLASS, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING, WHETHER IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

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

Claims or disputes between you and us about the digital platforms, products, and services in this agreement are subject to arbitration. Any Claims or disputes arising from or relating to this Agreement or any prior agreements of similar type between us are included. Claims or disputes are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as "Claims." The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

## **Can I (customer) cancel or opt out of this agreement to arbitrate?**

You have the right to opt out of this agreement to arbitrate if you tell us within sixty (60) days of accepting this Agreement. Requests to opt out of this Agreement that are made more than sixty (60) days after the initial acceptance of this Agreement are invalid. If you already have pending litigation or arbitration against/with us when you accept this Agreement, any request to opt out of this arbitration clause will not apply to that litigation or arbitration. If you want to opt out, go to the Legal Agreements and Disclosures section of your [chase.com](https://chase.com) or [jpmorganonline.com](https://jpmorganonline.com) profile or on Chase Mobile or JP Morgan Mobile. Otherwise this agreement to arbitrate will apply without limitation. Opting out of this agreement to arbitrate will not affect the other provisions of this Agreement. If you validly opt out of this agreement to arbitrate, your decision to opt out will apply only to this arbitration agreement and not any

other arbitration agreement.

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

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only.

YOU AND WE AGREE NOT TO:

- SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION, PRIVATE ATTORNEY GENERAL PROCEEDING, OR OTHER REPRESENTATIVE PROCEEDING;
- SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING DIFFERENT CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS WE AGREE;
- BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
- SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION, INCLUDING BUT NOT LIMITED TO PUBLIC INJUNCTIVE RELIEF.

Any question regarding the enforceability or interpretation of this section ("What about class actions or representative actions?") shall be decided by a court and not the arbitrator. If a court determines that any of the terms of this section are legally unenforceable for any reason with respect to a Claim or request for relief sought in connection with a Claim, then you and we agree that the arbitration and litigation shall proceed as follows: (1) all Claims or requests for relief for which arbitration is legally enforceable must be filed and adjudicated in arbitration; (2) any Claims or requests for relief for which arbitration is not legally enforceable will be decided through litigation in court; (3) any Claims or requests for relief that are to be decided through litigation in court will be stayed pending completion of the arbitration of all other Claims or requests for relief; and (4) when litigation in court resumes, the Court may consider but will not be bound by any determination made by the arbitrator. By way of example, if a Claim seeks both public injunctive relief and other relief, and the prohibition on an award of public injunctive relief is found to be unenforceable, then the request for public injunctive relief will be decided in litigation in the court after Claims seeking other relief had been adjudicated in arbitration on an individual basis. For the avoidance of doubt, no arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

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

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, "you" includes any

person who is listed on your account, and “we” includes J.P. Morgan Chase, all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your account to an unaffiliated third party, then “we” includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

## **How does arbitration work?**

The party filing a Claim in arbitration must select JAMS or the American Arbitration Association (“AAA”) as the arbitration administrator. That organization will apply its rules and procedures in effect at the time the arbitration is commenced. If there is a conflict between the applicable rules and procedures and this arbitration agreement and/or this Agreement, this arbitration provision and this Agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure. The arbitrator will decide the Claim in accordance with all applicable law and consistent with the FAA. A single arbitrator will conduct the arbitration and will apply applicable substantive law, including the Uniform Commercial Code, statutes of limitation, conditions precedent to suit, and recognized principles of equity, will honor claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the agreement between you and us (including the limitations set forth above).

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

The arbitration ruling will be considered final and binding, and enforceable by any court having jurisdiction. No party may seek an appeal of the arbitration ruling, except as provided under the FAA.

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

Unless the arbitration administrator waives your initial filing fee to commence arbitration, you are obligated to pay that fee but, if a settlement is reached between you and us prior to the hearing, we will reimburse you for up to \$500 for filing fees as part of the negotiated terms of the settlement. If a settlement is not reached prior to the hearing, we also will pay any fees for the arbitrator and arbitration administrator for the first two days of any hearing. If you are the prevailing party in the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. Except as provided above, all other fees will be allocated between you and us according to the arbitration administrator’s rules and applicable law.

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

Rules and forms may be obtained from, and Claims may be filed with, JAMS



([www.jamsadr.com](http://www.jamsadr.com)) or the AAA ([www.adr.org](http://www.adr.org)). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitration Section shall survive termination of this Agreement.

## **Limitation of Liability**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, NEITHER CHASE NOR EXPERIAN SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF CREDIT JOURNEY, 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 THE CONTROL OF CHASE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF CREDIT JOURNEY IS AT YOUR SOLE RISK AND THAT CREDIT JOURNEY AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

## **No Warranties**

YOU ACKNOWLEDGE THAT CHASE AND EXPERIAN MAKE NO WARRANTY THAT CREDIT JOURNEY 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, CHASE AND EXPERIAN DISCLAIMS 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 CREDIT JOURNEY AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **Other Agreements**

In addition to these terms and conditions, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either Credit Journey

or products which may be offered to you with your Credit Journey service, including, but not limited to, any account agreements that apply to any Chase accounts you may have, and with all applicable state and federal laws and regulations. In the event of a conflict between the terms of these terms and conditions and any applicable Chase account agreements with us, the terms of these terms and conditions will control except as may be otherwise stated herein.

## **Termination**

We may terminate, suspend or limit your access privileges to Credit Journey, in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these terms and conditions for all purposes. We may determine other eligibility criteria in our sole discretion.

## **Disputes**

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

## **Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using Credit Journey 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 Credit Journey or the use of Credit Journey by anyone using your account number, PIN, user ID or password or your violation of these terms and conditions or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of these terms and conditions.

## **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 Credit Journey or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our U.S. Consumer Privacy Notice at <https://www.chase.com/digital/resources/privacy-security/privacy/consumer-privacy-notice>, as amended from time to time, including reproduction, publication, broadcast and posting.

When you give us your mobile phone number, we have your permission to contact you at

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

## Choice of Law/Successors

These terms and conditions and their enforcement shall be governed by the laws of the State of Delaware, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. You irrevocably and unconditionally submit to the jurisdiction and venue of the United States District Court for the District of Delaware, or if such court does not have subject matter jurisdiction, to the courts of the State of Delaware.

**These terms and conditions and your use of the Credit Journey service will be governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use this account.**

## Waiver

We will not be deemed to have waived any of our rights or remedies under these terms and conditions 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.

## Severability

If any provision of these terms and conditions conflicts with the law under which these terms and conditions is to be construed or if any provision of these terms and conditions 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 these terms and conditions 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.

## 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.

## **Chase Account Information**

If you have a Chase account, any Chase account information provided to you as part of Credit Journey is not the official record of your Chase account or its activity. Your Chase account statement, furnished to you by us for Chase accounts in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. Credit Journey 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.

## **New Jersey Residents**

All provisions of these terms and conditions are valid, enforceable and applicable in New Jersey.