

Transfers Agreement

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This agreement with Chase is available in Spanish as a courtesy. If there is any difference in meaning between the Spanish and English versions of this agreement or any related documents we provide you, either now or in the future, the English version is the official document and will prevail. Please consult with a translator if you have any questions.

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

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General Terms

This Transfers Agreement ("Addendum") supplements the Online Service Agreement such as the Digital Services Agreement or a Chase Online Services Agreement that you agreed to at your initial logon to the Online Services, as amended ("Initial Agreement"), and amends and becomes a part of the Initial Agreement. The terms of the Initial Agreement are hereby

ratified, affirmed and incorporated herein, and shall continue to apply in all respects, as amended hereby. Any capitalized term used but not defined herein shall be given the meaning ascribed thereto in the Initial Agreement unless otherwise defined herein. In the event of any conflict between the terms of the Initial Agreement and this Addendum, the terms of this Addendum shall be controlling. All references hereinafter to the term "Agreement" shall mean the Initial Agreement as modified by this Addendum. Definitions can be found in Section 1.1A and Section 5 (for Real-time Payments Service only) below.

1. Payments and Transfers

1.1 General Terms Applicable to Payments and Transfers

You may use Online Services to make one-time or repeating payments to Chase Loans or Credit Accounts ("**Chase Bill Payments**" or for the purposes of this Addendum only "**Payments**"), or to transfer funds between your eligible accounts held by us, or between an eligible account held by us and an External Account ("**Transfers**", collectively "**Chase Bill Payments and Transfers**" or "**Payments and Transfers**"). For the purposes of this Addendum only, **Transfers** means a transfer of funds pursuant to an Instruction to move funds electronically from one account to another specifically when using Payments and Transfers. When you use, or allow another to use, Online Services to send instructions to us to make Payments or Transfers between two eligible accounts through Online Services, you agree to the following 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 Addendum. You also agree that once a Payment or Transfer has been designated with a status of "Sent" or "Completed", you cannot cancel that Payment or Transfer.

All of your payments and transfers made through Payment and Transfers will appear on the statement for your respective accounts. Certain payments or transfers available through the Online Services may be subject to terms and conditions in agreements separate from this Addendum that apply to such other services including, but not limited to, the online wire transfer service, payroll and tax payment services, the Chase Zelle® Service (aka Zelle® or Zelle® Service). 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 Online Services is a restricted transfer that may be subject to certain limitations. Please refer to our Deposit Account Agreement or other terms and conditions governing your account for full details. Additionally, eligible 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 and other products that may be accessed via Payments and Transfers, including without limitation, your Deposit Account Agreement, or other terms and conditions governing your account, credit card, mortgage,

auto, installment loan or line of credit agreements, including securities backed portfolio lines of credit and business loans or lines of credit that use Payments and Transfers. In the event of a conflict between the terms applicable to this Addendum and such other agreements, the terms and conditions of this Addendum shall control.

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

A. Definitions

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

- "Automatic Payments" means Payments that are triggered based on an associated billing date and the payment amount may vary each month; separate 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;
- "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;
- "Consumer Account" refers to any deposit account, such as a checking or savings account, you have with us that is established primarily for personal, family or household banking purposes;
- "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 or transfer will be posted by your Payee;
- "External Account" means checking and savings accounts held by institutions other than us that you can add to your account for use with eligible products and services such as External Transfers. The account holder of the External Account must be the same individual or business entity as the account holder of the deposit 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 and transfers to or from accounts, as applicable,

not held by us;

- "From Account" means an eligible account from which a transfer is being requested by you via Payments and Transfers;
- "Funded" means 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 transfer made will not be delivered after multiple unsuccessful attempts have been made to withdraw funds from the 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 From Account had insufficient funds or available credit to complete the transaction after an attempt to withdraw the funds;
- "Future Dated" means Instructions you provide in advance to direct and authorize us to initiate a Payment or Transfer that is not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated Payments or Transfers;
- "Instructions" means the information provided by you to us to authorize us to initiate a Payment or Transfer to be delivered to a Chase Loan or Credit Account or To Account (such as, but not limited to, the name of the financial institution, account number, payment amounts, and Deliver By date);
- "Internal Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payment 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;
- "Online Services" means any online products, services, functionality and associated documentation or software available on Chase Online or J.P. Morgan Online through the use of a desktop computer or laptop, and, as applicable, any mobile products, services, functionality and associated documentation or software available on Chase Mobile or J.P. Morgan Mobile through the use of a mobile device or tablet device;
- "Paid" means a payment made via paper check has been completed because the check has been presented to Chase for payment;
- "Payee" means the merchant or other person or entity to whom you designate a payment or transfer to be directed;
- "Pay From account" means an eligible deposit account you maintain with us from which payments will be made;
- "Payment(s)" means the service that allows for payments to eligible Chase Loans or Credit Accounts;
- "Payment Amount" refers to the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer;
- "Payment date" means the date you would like your payment sent to your Chase Loan or Credit Account;
- "Pending" means any Instruction that you have requested to be made that has not

started to process and has not been Cancelled by you;

- "Person" means a natural person or a business, government, or nonprofit entity;
- "Preauthorized Electronic Funds Transfer" means an electronic funds transfer you have authorized in advance to recur at substantially regular intervals (e.g., Repeating Transfers and Payments, and Automatic Payments);
- "Processed" means an electronic payment has been sent to the payee; however, since electronic payees do not provide us with confirmation of receipt or processing of electronic payments, you need to contact payee directly for confirmation;
- "Real-Time Payments Service" refers to a service that allows you to send or receive payments to other Persons;
- "Real-Time Payments Service for Vendors and Employees" refers to a type of Real-Time Payments Service that allows you to send payments to your vendors and/or employees, but only if you have a Business Account and are enrolled in ACH Payments Services. For clarity, Real-Time Payments Service for Vendors and Employees is a "Real-Time Payments Service," as defined and used herein, except as expressly referenced separately by name in the Fees section under "Terms Applicable to Your Use of the Real-Time Payments Service";
- "Real-Time Transfer System" refers to the real-time transfer system that is accessed through the Real-Time Payments Service;
- "Receiver" refers to a Person that receives a payment through the Real-Time Payments Service;
- "Receiver Addressing Information" refers to addressing information of the Receiver, which may include the Receiver's account number, routing number, telephone number, and/or email address, as applicable;
- "Receiving Financial Institution" refers to us, when you are the Receiver, and the Receiver's financial institution, when you are the Sender;
- "Repeating" means recurring transfers made on fixed intervals (e.g. monthly) to the same Payee or To Account, respectively, for the same amount 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 or From Account;
- "Sender" refers to a Person that sends a payment through the Real-Time Payments Service;
- "Sending Financial Institution" refers to us, which you are the Sender, and means the financial institution that holds the Sender's account, when you are the Receiver;
- "Sent" means the status of a Payment or Transfer where the funds have been debited from the applicable account, but which Payment or Transfer has not yet been posted to the account;
- "Service Participant" refers to a financial institution that participates in the Real-Time Payments System, which includes J.P. Morgan Chase;
- "Service Transfer" refers to a payment from a Sender to a Receiver through the Real-Time Payments Service;
- "Service Transfer Amount" refers to the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver;

- "To Account" means, the account to which a transfer is being requested by you via Payments and Transfers;
- "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

Cutoff Times are as follows on any Business Day in Eastern Standard Time ("ET"):

Transfer/Payment Type	Schedule Payments and Transfers	Cancel Payments and Transfers
Transfers to or from Chase deposit accounts	<ul style="list-style-type: none"> • 11:00 PM ET on any Business Day for Internal Transfers • 8:00 PM ET on any Business Day for External Transfers 	<ul style="list-style-type: none"> • 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

<p>Payments to Chase mortgage loans</p>	<ul style="list-style-type: none"> • 7:30 PM ET on any Business Day for payments from a Chase eligible deposit account • 8:00 PM ET on any Business Day for payments from a non-Chase deposit account 	<ul style="list-style-type: none"> • 7:30 PM ET on any Business Day for payments from a Chase eligible deposit account • 8:00 PM ET on any Business Day for payments from a non-Chase deposit account
<p>Payments to Chase commercial term lending mortgage loans</p>	<ul style="list-style-type: none"> • 8:00 PM ET on any Business Day for payments from a Chase eligible deposit account • 8:00 PM ET on any Business Day for payments from a non-Chase deposit account 	<ul style="list-style-type: none"> • 8:00 PM ET on any Business Day for payments from a Chase eligible deposit account • 8:00 PM ET on any Business Day for payments from a non-Chase deposit account
<p>Payments to Chase home equity or personal loans or line of credit accounts</p>	<ul style="list-style-type: none"> • 11:59 PM ET on any day for payments from a Chase eligible deposit 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 deposit account 	<ul style="list-style-type: none"> • 8:00 PM ET for same day payments from a Chase eligible deposit account, if the payment was scheduled prior to 8:00 PM ET • 11:00 PM ET for same day payments from a Chase eligible deposit 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 eligible deposit account or

		a non-Chase deposit account
Payments to Chase auto loans or lease accounts	<ul style="list-style-type: none"> • 11:00 PM ET on any Business Day for payments from a Chase eligible deposit account • 8:00 PM ET on any Business Day for payments from a non-Chase deposit account 	<ul style="list-style-type: none"> • 11:00 PM ET on any Business Day for payments from a Chase eligible deposit account • 8:00 PM ET on any Business Day for payments from a non-Chase eligible deposit account
Transfers from Chase home equity lines of credit	<ul style="list-style-type: none"> • 11:59 PM ET any day for Internal Transfers to a Chase eligible deposit account • 8:00 PM ET on any Business Day for External Transfers 	<ul style="list-style-type: none"> • 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 business lines of credit	<ul style="list-style-type: none"> • 11:59 PM ET any day for Internal Transfers to a Chase eligible deposit account • Transfers to a non-Chase deposit account are not available 	<ul style="list-style-type: none"> • Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
Payments to Chase business lines of credit	<ul style="list-style-type: none"> • 11:00 PM ET on any Business Day for payments from a Chase eligible deposit account • Payments from a non-Chase deposit 	<ul style="list-style-type: none"> • 8:00 PM ET for same day payments from a Chase eligible deposit account, if the payment was scheduled prior to

	<p>account are not available</p>	<p>8:00 PM ET</p> <ul style="list-style-type: none"> • 11:00 PM ET for same day payments from a Chase eligible deposit 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 eligible deposit account
<p>Transfers from Securities-based lines of credit</p>	<ul style="list-style-type: none"> • 4:00 PM ET on any Business Day for transfers to a Chase eligible deposit account 	<ul style="list-style-type: none"> • Once you initiate a same day internal transfer, you have no ability to stop or cancel such transfers
<p>Payments to Securities-based lines of credit</p>	<ul style="list-style-type: none"> • 4:00 PM ET on any Business Day for payments from a Chase eligible deposit account 	<ul style="list-style-type: none"> • Once you initiate a same day internal payments, you have no ability to stop or cancel such payments
<p>Transfers to or from Investment Accounts</p>	<ul style="list-style-type: none"> • 4:30 PM ET on any Business Day for initiating a Current Day Transfer to or from Investment Accounts* <p>*Transfers involving money market mutual funds may be subject to other cutoff times</p>	<ul style="list-style-type: none"> • 4:30 PM ET on any Business Day for initiating a Current Day Transfer to or from Investment Accounts* <p>*Transfers involving money market mutual funds may be subject to other cutoff times</p>

	<p>mandated by the applicable mutual fund company, which may be earlier than 4:30 PM ET. For more information, please see the prospectus or call the telephone number on the front of your account statement.</p>	<p>mandated by the applicable mutual fund company, which may be earlier than 4:30 PM ET. For more information, please see the prospectus or call the telephone number on the front of your account statement.</p>
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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 1.2(B)(iv) and 1.2(C)(iv) also apply.

D. Service Fees

Unless otherwise noted in your account agreement, we do not charge a monthly service fee for Payments or Transfers. If we process a payment or transfer in accordance with your Instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account 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.

E. Preauthorized Electronic Fund Transfers

You may set up an eligible Payment or Transfer as a Preauthorized Electronic Fund Transfer, which you authorize in advance of a Payment or Transfer so it will take place on a recurring basis, at substantially regular intervals, and no further action will be required from you to initiate it. Preauthorized Electronic Fund Transfers may recur on a set Transfer period, e.g., monthly, or if available, other interval of time (e.g. biweekly, bimonthly) for the same fixed amount to the same Payee or To Account (“Repeating Payments and Transfers”), and will be sent on the same calendar day of each month or other set date that you schedule (e.g., every two weeks), if applicable. However, if the regularly scheduled Send On date or Transfer date falls on a non-Business Day, Payments will be Sent on the following Business Day (except for Auto and Business Loans and Lines of Credit, which will be sent on the prior Business Day), and Transfers will be Sent on the prior Business Day. Repeating Payments and Transfers will be deducted from your Pay From account or From Account, 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.

You have the right to stop payment of a Preauthorized Electronic Funds Transfer from your Consumer Account by notifying us at least three (3) Business Days before the Send On date of the scheduled Payment or Transfer in the manner specified in your applicable account agreement; if we do not do so in response to a timely stop payment notice, we will be liable to you for those losses or damages as provided by law. If for any reason you cannot access the Online Services, 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**" herein. If you call, we may also require you to present your request in writing within fourteen (14) days after you call.

- i. Some Chase Loan and Credit Accounts may allow you to set up **Automatic Payments**. Terms and conditions for Automatic Payments to eligible Chase Loan and Credit Accounts will be presented to you at the time you set up the payments. These may include information on available payment options, payment timing and how your payment will be applied to your outstanding balance, applicable interest and fees. See additional details about Automatic Payments in the Section entitled **Payments to Chase Loans or Credit Accounts** below.

For Investment Accounts, you can cancel an existing one time transfer request or cancel/modify a recurring transfer request using the Chase Mobile App, [chase.com](https://www.chase.com) or by calling Investment Services at 1-800-392-5749. However, in order to modify or cancel a recurring distribution from a retirement account, you must call Investment Services at 1-800-392-5749.

1.2 Transfers

A. General Terms Applicable to Transfers

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

In the case of Future Dated Transfers (excluding Autosave Transfers from a deposit), if sufficient funds are not in your account (**inclusive of any funds in a linked account used for Overdraft Protection**) on the Transfer date, you understand and agree that we will, without any further instruction or authorization from you, try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. While making or those attempts, a status of "Funds Needed" will appear in your Transfer Activity on Chase Online and Chase Mobile. If we are unable to complete the Transfer after the final attempt, the

Transfer request will be Cancelled, and a status of "Funding Failed" will appear in your Transfer Activity on Chase Online and Chase Mobile. We will also notify you of each failed attempt to transfer from your From Account in accordance with applicable laws and regulations.

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 for Transfers between your eligible account(s) held by us, or for Payments from an eligible account held by us to a Chase Loan or Credit Account. Notwithstanding the foregoing, Chase home equity line of credit or other line of credit accounts are not eligible Pay From accounts for Payments to a Chase Loan or 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 transfer 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 deposit and eligible prepaid accounts held by us: Current Day transfers between deposit 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 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 transactions, however the funds will not be available to cover other payments such as paper checks until the next Business Day. Future Dated Transfers may not be scheduled for a non-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 accounts held by us) will be

deducted from your From Account on the Transfer date. For questions about your preauthorized Transfers or for status regarding whether an incoming Preauthorized Electronic Funds Transfer has been deposited to your account, you may contact us at the telephone number on your account statement or deposit account agreement.

- iii. Transfers from line of credit accounts held by us: Current Day money transfers from line of credit accounts held by us will be reflected in your account as soon as we receive the transfer request. The minimum or maximum you will be able to withdraw via Transfers is subject to the terms of your existing credit agreements with us. Future Dated and Repeating Transfers cannot be made from line of credit accounts with us.
- iv. Transfers to or from Investment Accounts: Current Day Transfers can be made between eligible deposit accounts held by us and an Investment Account. **NOTE: You can cancel an existing one time transfer request or cancel/modify a recurring transfer request online. However, in order to modify or cancel a recurring distribution from a retirement account, you must call Investment Services at 1-800-392-5749.**

- a. Transfers to Investment Account

When Instructions are received by us on a Business Day between 3:00AM ET and the Cutoff Time, funds will be posted to, and viewable in, the Investment Account and available for trading immediately as of the day the Instruction was made.

When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in the Investment Account and available for trading at or about 3:00AM ET on the next Business Day following the day the Instruction was made. When Instructions are received on a non-Business Day, funds will be posted to, and viewable in, the Investment Account and available for trading at or about 3:00AM ET on the next available Business Day following the day the Instruction was made.

- b. Transfers from Investment Account

When Instructions are received by us on a Business Day between 3:00AM ET and the Cutoff Time, Transfers will typically be posted to, and available for withdrawal in the To Account on the same day, however, it may take up to 1 business day to process the Transfer. When Instructions are received by us on a Business Day before 3:00 AM ET, after the Cutoff Time, or on a non-Business Day, Transfers will typically be posted to, and available for withdrawal in the To Account at or about 3:00AM ET on the next Business Day following the day the Instruction was made, however, it may take up to 1 business day to process the Transfer. **In all instances, 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.**

- i. Manual Approval

Certain transfers including, but not limited to, Transfers from an Investment Account over \$100,000.00, multiple same day Transfers and certain future dated Transfers are subject to manual approval and Transfers to/from Investment

Accounts will occur according to these terms upon such approval.

v. **Autosave Feature:** You can set up automatic Transfers from your eligible checking account to your eligible savings account, or to other types of eligible accounts that we may specify from time to time. We may offer certain Autosave features which, if used by you, give us discretion, within limits set by you, to make periodic transfers based on factors such as your account balance and spending patterns, and you agree to regularly monitor such transfers closely and change or cancel them as you determine necessary. Use the Chase mobile app or [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

Adding an External Account

We may allow you to add eligible accounts from other financial institutions (“External Accounts”) to your Online Services profile for use with the Chase Bill Payments and Transfers and/or for use with our Aggregation Service, our informational and complimentary service that allows you to retrieve your financial account information, such as balances, transaction history, holdings, and account and routing number, and account ownership information (“Aggregated Data”), from accounts with other financial institutions.

To add an eligible External Account, you may digitally link it (“Account Linking”), which may be done directly by us, or by a third party service provider engaged by us (“Aggregation Vendor”), or add the external account through Trial Deposits, if applicable. During Account Linking, you will be presented with and required to accept our **Account Aggregation Agreement** which governs the process for linking your eligible External Account with your eligible Chase account, and, among other things, provides your consent to obtain your data. If linking for use with Chase Bill Payments and Transfers, your data will be used to verify your ownership of the accounts you want to add and to otherwise support your use of Chase Bill Payments and Transfers. Acceptance of the Account Aggregation Agreement does not enroll you in the Aggregation Service, which you would need to do separately in order to use that service. See our Privacy Policy and the Account Aggregation Agreement for information on how your External Account data may be used by us and by our Aggregation Vendor.

If your other financial institution does not support Account Linking or we cannot verify your account through Account Linking, we may, in our discretion, allow you to add your external account using Trial Deposits. During Trial Deposits, we will ask you to authorize us to make microdeposits (each less than \$1.00) to the account you are seeking to add, and a corresponding withdrawal from that account equaling the amount of those microdeposits. It may take 1-2 business days for the microdeposits to appear in your other account. Once they appear, you must return to your Chase account to tell us the microdeposit amounts so we

can complete account validation.

Using an Added Account for 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 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 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 Addendum 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 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.

1.3 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 Payments, 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. For questions about your preauthorized Payments, you may contact us at the telephone number on your account statement or the front of our deposit account agreement.
- 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.

B. 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 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.

iii. Payments to Chase Credit Card Accounts:

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.

iv. Payments to Securities-based Loans or Business Loans or Lines of Credit:

Note: Securities backed, portfolio or margin lines of credit or loans have separate payment options and terms that will be provided to you in your origination and/or other related loan documents. Not all payment types discussed herein are available for payments to these loans or lines of credit. See your loan terms for details as well as information of other methods of payment that may be available to you.

v. Automatic Payments:

You may be permitted to schedule Automatic Payments for your eligible Chase loan and line of credit accounts. Separate terms govern Automatic Payments. Consult your loan documents and authorization language, as applicable, presented in the Online Services on Chase online or in the Chase mobile app for details. To establish Automatic Payments, we will ask you to provide your authorization for us to withdraw Payments from your designated Pay From account every month in the amount of your regularly scheduled payment, on the due date specified in your loan documents (or other monthly or other Transfer Period amount or due date you agreed to with us).

Generally, loan payments (one-time and Automatic Payments) are applied to interest first, then principal, escrow (if applicable), and unpaid fees. This may vary depending on your loan product and the status of your account; review the disclosures presented in on Chase online or the Chase mobile app and your associated loan documents for details.

You understand and agree that in the event that any Payment is rejected by your bank due to insufficient or unavailable funds in your designated Chase or External Account, (i) we may, in our discretion, resubmit the rejected payment up to two times as permitted by applicable law and/or ACH network rules, and (ii) we or your bank holding your External Account may charge you a fee each time a payment is rejected, including for a resubmitted payment.

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.

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

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

2.1 Your Liability for Unauthorized Transfers

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 transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling 1-877-242-7372 or writing us at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.**

Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized online transfer has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer without your authorization.

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

Furthermore, if any account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

2.2 Our Liability for Failure to Complete Payments and Transfers

If we do not complete a transfer 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:

1. If, through no fault of ours, your account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.
2. Your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.
3. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
4. 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 transfer sent by Payments and Transfers.
5. If you have not provided us with complete and correct transfer information, including without limitation the financial institution name, account number and transfer amount for a transfer.

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

2.3 Errors and Questions about Payments and Transfers

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

For personal accounts only, the following procedures apply:

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

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

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

the U.S., the 45-day period is extended to 90 days.

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

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

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

3. Our Guarantees

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

In the event that money is removed from your Chase consumer deposit account(s) (i.e., checking or savings) without your authorization through Payments and Transfers, we will reimburse you 100% if you tell us within two Business Days of your discovery of the unauthorized transaction. (See the paragraph above entitled "Your Liability for Unauthorized Transfers.") Our guarantee covers only things that are within our control -- the guarantee does not cover your failure to completely log out and exit the Online Service when you're finished with your online session or away from your computer or mobile device, nor does it cover your negligent handling of your User ID and Password. It is your responsibility to use care when exiting the system and safely maintain your user IDs and Passwords.

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

4.1 Linking Multiple Accounts – Business and Consumer

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

4.2 Liability for Unauthorized Payments or Transfers 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 Service except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for Payments and Transfers. Our liability in any case shall be limited to the amount of any funds improperly transferred from your From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer or error from any of your accounts within thirty (30) days of our providing or making available to you a bank statement showing such unauthorized transfer or error shall relieve us of any liability for any losses sustained after the expiration of such thirty-day period and you shall thereafter be precluded from asserting any such claim or error.

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

For business accounts, our practice is to follow the procedures described in Section 2.3 above, but we are not legally required to do so. In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

5. OTHER SERVICES

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

By sending payments or receiving payments through the Real-Time Payments Service, you agree that you accept and will comply with the terms and conditions set forth in this Agreement. If you wish to return a payment received through the Real-Time Payments Service, you must contact us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723). For Consumer Accounts, please see your deposit account agreement for important information about your rights and obligations regarding liability for activity on your account.

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. The Real-Time Payments service also includes “Real-Time Payments Service for Vendors and Employees”, which is a 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.

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** except as set forth in Request for Payment section below for payments sent in response to requests for payment; (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.

Fees

Except as set forth below, we do not charge a fee to use the Real-Time Payments Service.

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

Requests for Payment

If enabled, you may use the Real-Time Payments Service to submit requests for payment, or make payments in response to request for payment, subject to the following terms:

- You may not send more than \$25,000 for a single transaction or more than \$50,000 per day for payments sent in response to a request for payment from a Consumer Account. You may only submit requests for payment, or make payments in response to requests for payment, to Persons who: (a) are known to you; and (b) would reasonably expect to receive a request for payment, or receive a payment in response to a request for payment, from you.
- By submitting a request for payment or making a payment in response to a request for payment, you represent and warrant that the payment or request for payment is not for a Prohibited Payment (as defined below) and is not fraudulent, abusive, or unlawful.
- You acknowledge and agree that our enabling the use of the Real-Time Payments Service to receive requests for payment or to make payments in response to requests for payment does not require us to provide for or guarantee that the Sender will send payment, in whole or in part, 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 your use of the Real-Time Payments Service to receive request for payment or to make payments in response to requests for payment may be subject to eligibility requirements, and we may suspend or terminate your ability to submit or receive requests for payment or your access to the Real-Time Payments Service in the event that we reasonably suspect you have failed to comply with this Agreement.

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. Except as otherwise set forth herein, 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 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 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 accounts are FDIC insured to the fullest extent allowed by law.

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