

# SAFE DEPOSIT BOX LEASE AGREEMENT AND PRIVACY NOTICE



## We currently do not rent new safe deposit boxes.

**To protect yourself**, read this entire Safe Deposit Box Lease Agreement (“Agreement”), including details about the contents you keep in the box:

- Do not store money, coin and currency in the box unless it is of a collectible nature.
- Contents are not insured by the Bank or the FDIC.
- You agree that the Bank’s maximum liability, if any, will be limited to \$25,000.

## The Lease:

By signing the Safe Deposit Contract Card (“Contract Card”) or using the Safe Deposit Box services—such as paying the annual rent, setting up a PIN, receiving two safe deposit box keys, or accessing the box—the person or persons (“you”) agree to lease a safe deposit box (“box”) identified on the Contract Card with JPMorgan Chase Bank, National Association (“Bank”, “we” or “us”). You are renting the box for your use, and you keep possession and control of all property placed in the box. This lease only creates a landlord (“us”) and tenant (“you”) relationship, which you cannot assign or sublet. This lease does not create a bailor and bailee relationship between you and the Bank. We may assign the lease to anyone who purchases the box. The tenants (or lessees) of the Safe Deposit Box are determined by the most current Contract Card and our deposit system.

## Governing Law and Severability:

This lease, and your and our rights and obligations under this lease, are governed by and interpreted according to federal law and the law of the state where your box is or was physically located (the “Governing Law”). A determination that any provision of the Agreement is invalid or unenforceable will not affect its remaining terms. If this Agreement conflicts with any statements made by one of our employees or by our affiliates’ employees, this Agreement will govern.

## Term and Rental:

You are leasing the box for a term of one year from the date you sign the Contract Card or use the Safe Deposit Box services. The annual rent (“rent”) must be paid by or on the anniversary of the opening date (“renewal date”), as reflected on the Safe Deposit Box Invoice. If the rent is not paid by the renewal date, the lease will be in default, and we are permitted to terminate the lease at that time or any time thereafter. If we terminate the lease, we may consider the box’s contents to be abandoned property according to applicable state law. We may, at our sole discretion, accept payment after the renewal date and reinstate the lease on its prior terms. If rent is paid, the term of the lease will be renewed on an annual basis until it is terminated. We may adjust the amount of any subsequent rent, such as increasing the rent, providing or removing rental discounts or waivers for any succeeding term with thirty (30) days advance written notice at any address that we have on record. You agree to the new annual rent amount if you do not close or surrender the box prior to the start of any succeeding term.

During the term of the lease, we may terminate the lease if at least one tenant does not own an eligible checking or savings account with us. You consent and pre-authorize us to automatically pay or deduct any rent, taxes or, fees as defined in the Service Confirmation, or the annual invoice or notice provided, from any of your checking or savings account(s) held in your name. In addition, you consent and pre-authorize us to set up recurring annual debits from any checking or savings account(s) held in your name as may be necessary to ensure the annual invoice is paid.

We may charge you for all reasonable expenses that we incur because of any legal proceeding affecting the box. We may charge you a fee if we drill open the box, replace keys, if any taxes are due, or to pay court costs and attorney fees incurred by us related to this lease. If you owe us rent, we will have a secured lien upon the contents of the box, which means that we have a legal right or security interest in your property until the amount owed is paid.

## Termination:

You may terminate this lease at any time by visiting the branch where your box is located, removing all contents from the box, turning in all keys, and you also agree to signing the surrender section of the Contract Card. If you terminate the lease, we have no obligation to provide you a refund of any rent paid. We have the right to terminate this lease, for any reason, at any time, by telling you verbally, or mailing you written notice, as may be required by applicable law, to any address that we have on record. There are many reasons we may terminate your lease or otherwise restrict access to your box, but we generally do it to protect you or us, or to comply with legal requirements or Legal Process.

Once your lease has been terminated for any reason, the contents of the box must be removed, and you must surrender all keys and pay any amount owed. If you have not removed the contents and/or have not returned all keys on the date of termination of the lease, or if the rent has not been paid, we will, after observing the time prescribed by applicable law and/or regulation, gain access to the box and remove, list and store its contents as required by state law. We may sell any or all of the contents, and the proceeds of the sale may be used to satisfy the outstanding rent or fees and costs incurred by us. If you have not claimed the contents or proceeds of the sale within a certain time after the lease terminates, applicable state laws may require us to transfer the contents of the box or proceeds derived from auction to the appropriate state. We are not liable for any damage or loss caused by accessing, handling, inspecting or moving the contents.

If we terminate your lease for any reason, you agree this Agreement will continue to govern any matters related to your Safe Deposit Box, any contents found inside the Safe Deposit Box, and disputes arising under the terms of this Agreement. We will have no liability for any action we take under this section and/or related sections.

## Keys, Combinations and PIN:

You agree to notify us immediately if:

- One or more keys is lost, and you will surrender any remaining key(s) so that the lock may be changed. If you lose your key(s), we will arrange to drill the lock and replace it, if possible. We may require you to be present when we drill the lock to replace it. If the lock cannot be replaced, you agree that you may be required to surrender the box and remove any contents that may be located in the box.
- You believe your PIN has been compromised.

You may be responsible for all expenses related to the loss of keys or combinations. You agree not to duplicate any keys. Once you surrender the box and all associated keys, we will refund your key deposit without interest, if you made one, provided you do not owe any past due rent or fees.

## Right of Access:

The Bank will set the hours for accessing your Box and shall have the right to change these hours from time to time without notice. The Bank reserves the right to limit usage of the viewing rooms, and may request you to set an appointment, in order to accommodate other customer(s) and/or Bank business needs.

We can restrict access to your box for any reason, including but not limited to past due rent and fees, court orders or documents, and as required by applicable law or regulation including our inability to obtain information that satisfies our "Know Your Customer" requirements.

The Bank may deny access at any time in the event of unsafe or hazardous conditions such as fire, flooding, natural disasters, or other circumstances beyond the Bank's control, or for any other reason when it deems closing prudent or proper, with no notice or liability to you. The Bank shall not be liable for any delay caused by its failure to open the vault doors or failure of the locks on the box to operate.

If more than one person rents the box, each person may access the box as if he or she is the only tenant. Each person has unrestricted authority to access and remove contents, give a receipt for the contents of the box, give complete discharge for any liability for the contents, and surrender the box. However, after receiving notice of death for one or more tenant, we may restrict the surrender of, or access to, the box and its contents to comply with any law or regulation or as we in our sole discretion may find appropriate.

## Deputy, AIF and Other Fiduciaries:

Each person may appoint an agent ("deputy") or Attorney in Fact ("AIF") to have access to, to add or remove any part or all of its contents, to terminate the lease or surrender or exchange the box and sign any document necessary to terminate or close the box as permitted by applicable state law. The Deputy and AIF will be deemed to have full authority to represent you in all respects except as such authority may be limited by applicable state laws.

We reserve the right to refuse to recognize the authority of a deputy at any time and to require that any appointment of a deputy be in a form satisfactory to us. A Deputy must not store personal assets or property in the box.

The authority of a Deputy or AIF will continue until revoked by, or the death of, the principal who appointed the deputy, whichever occurs first. Each person will have the right to revoke the appointment of any deputy or AIF appointed by that person. We will not be liable for permitting access to a Deputy or AIF until we have received notice of the fact of such revocation or death in a form that is satisfactory to us.

You agree that we are not liable to any tenant for the action or inaction of any other tenant, Deputy, or any AIF. You and your Deputy or AIF each agree to indemnify and save harmless the Bank from any and all claims made against the Bank by reason of any act of any representative, AIF or Deputy.

You agree that we may admit only you, a Deputy or an AIF or designee, who has been duly authorized and designated on our forms except as may otherwise be required of us by law, including without limitation as a result of any appointment of a guardian, conservator, receiver, trustee, personal representative, executor or other special fiduciary that can exercise authority over your estate.

You agree that access to the safe deposit vault is in the presence of our employee. We may require you, your deputy, AIF, or any appointed fiduciary to provide us with identification and documentation that is acceptable to us before allowing access to the box.

You agree that our employee will not be required to remove and replace the box; however, if an employee handles the liner (metal/plastic box) or any contents of the box as an accommodation to you, Deputy or AIF, we and such employee will act as your agent, and you will waive any right to recover from the Bank and such employee for any loss claimed to be caused by the handling of the box.

We may restrict your access and that of your deputy, AIF or authorized designee to the box to comply with estate, tax, succession or other state or federal laws.

## Insurance:

**Important notices: The contents of your safe deposit box are not protected against loss or damage under the insurance coverage maintained by the Bank or Federal Deposit Insurance Corporation. For your protection, you may wish to secure your own insurance through an insurance company of your choice. You must keep a complete list and description of all property stored in your safe deposit box with any available proof of ownership/value, and store the list/records somewhere other than the box. You understand and agree that safe deposit boxes and vaults are not fireproof, burglarproof or waterproof.**

## Prohibited Contents of Box:

You agree NOT to store any item that is inherently dangerous, including but not limited to:

- Firearms, guns or ammunition
- Other weapons, even if such weapons are lawfully owned by you
- Drugs or narcotics
- Anything illegal to possess under any federal, state, or local law
- Anything of a character or nature which we believe may injure the premises of the Bank, its employees or customers
- Any perishable goods
- Liquid of any kind, corrosive, pressurized, hazardous, or explosive materials such as dynamite, fireworks, flares, tear gas and self-defense sprays

**You agree not to use the box to store money, coin or currency unless it is of a collectable nature, and you assume all risks and hold the Bank harmless of any loss or alleged loss of said money, coin or currency.**

You further agree not to use the box for any dangerous or unlawful purpose or for anything that can be considered a nuisance.

You agree that we may turn over to any law enforcement or other governmental agency any object, of yours, which we believe, in our sole discretion, to be prohibited by the terms of this lease and we will bear no liability for doing so. You forfeit all rights to any contents stored in the box that are not permitted by the terms of this lease. You agree to indemnify and hold us harmless from any and all claims, of any losses or alleged loss, judgments and expenses, or other liability we may incur because you placed any prohibited contents in the box or for any actions we take, at our discretion, with respect to such prohibited contents. You agree that your indemnification and hold harmless obligation shall survive the termination of this lease.

## Standard of Care:

Any provision of this Agreement that limits the Bank's liability does not negate the Bank's duty (if any) under applicable law to act in good faith and with ordinary care. "Ordinary care" means the implementation by the Bank of access procedures and the use of security precautions deemed by the Bank to be reasonable and appropriate to safeguard property. The fact that any contents or lessee records may be missing will neither imply that unauthorized access has been granted nor used as evidence of lack of ordinary care or negligence on our part. This lease does not create a bailor and bailee relationship between you and the Bank.

## Limitation of Liability:

We do not have knowledge of and we do not exercise supervision over the box, or over examination or removal of any of its contents. You understand that the Bank does not know what contents are placed inside the box. You assume all risks of injury, loss or damage of any kind (including but not limited to loss or damage due to fire, water, other mishap, robbery or burglary) arising out of the deposit of anything in the box, provided we have exercised ordinary care. You agree that we will not be liable to you if circumstances beyond our control affect the normal physical environment in which the box is located or if items contained in the box are damaged or degraded in any way due to the absence of any special environment conditions that we do not, as a routine course of business, maintain for the box even if you have indicated the necessity for such special environmental conditions.

We may physically relocate the box, upon notice and in accordance with all applicable laws, to another facility without any liability for so doing, including but not limited to, loss or damage of any items.

In the event of fire, flood, or other emergency or threatened danger or risk to the Bank's property or personnel, or upon instruction of any federal or state agency, we, in our sole discretion, may close our vaults and/or forcibly open any box and remove the contents under the supervision of our personnel without prior notice to you and without any liability for doing so.

If any provision of this Agreement is determined to limit the Bank's liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law.

**The Bank will not be liable for indirect, special, consequential or emotional damages or attorney's fees regardless of the form of action. You agree and represent that the aggregate value of the contents of the box will not exceed \$25,000 at any time and based on this representation further acknowledge and agree that the Bank's maximum liability, if any, will be limited to \$25,000 with respect to any claim arising out of, or otherwise connected with, this Agreement, the box or items stored in the box.**

## Arbitration:

You and we agree that upon the election of either of us, any claims or disputes (as defined below) 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").

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 A 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 your safe deposit box or any items stored in your safe deposit box are subject to arbitration. Any claims or disputes arising from or relating to this Agreement, any prior agreement between us, or the advertising of any Chase products or services, the application for, or the denial, approval or establishment of this Agreement 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 Agreement 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 the opening date of your box. Requests to opt out of this agreement that are made more than sixty (60) days after opening your box are invalid. If you already have pending litigation or arbitration against/with us when you open a box, any request to opt out of this arbitration clause will not apply to that litigation or arbitration. If you want to opt out, call us at 1-800-935- 9935. Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your lease is terminated; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy. 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:

- 1) SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION, PRIVATE ATTORNEY GENERAL PROCEEDING, OR OTHER REPRESENTATIVE PROCEEDING;
- 2) SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING DIFFERENT CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME LEASE), UNLESS WE AGREE;
- 3) BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
- 4) 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 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 subject to this Agreement for your box, and "we" includes JPMorgan Chase Bank, N.A., 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 Agreement 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 agreement 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, and will honor all 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 will pay any fees of 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.

## **Death or Incompetence of a Tenant:**

You agree to notify us immediately of the death or incompetence of another tenant before seeking access to the box.

After receiving notice of death for one or more tenant, we may restrict the surrender of, or access to, the box and its contents to comply with state law or as we in our sole discretion may find appropriate.

In the event of death of any tenants, we may provide access to the box, (1) for a search for testamentary, burial and related documents and/or (2) for removal of contents, to any person with a legal right as defined by state law or as we otherwise permit in our sole discretion unless prohibited by state law. Until we receive notice, in a manner satisfactory to us, we may act as if all tenants are alive and competent. We reserve the right to require U.S. legal documents to allow the surrender of or access to the box. The surviving tenant(s) jointly and severally agree to indemnify, exonerate and hold the Bank forever free and harmless from and against, and to reimburse the Bank for any and all claims, losses, liabilities, damages, expenses (including attorney fees), actions or suits of any nature whether groundless or not, with respect to the access to the box or removal of contents prior to our receipt of a written notice of the death, or incompetency of a tenant, and each of you individually agree that we will have no liability because of such access to or the removal of the contents of the box.

## **Tenant Is a Business:**

If the tenant is a corporation, partnership, unincorporated association, sole proprietorship or limited liability company ("business"), then all provisions in this Agreement will be applicable to such tenant except provisions limited by their context to individuals. If this lease is entered into by a business, it is hereby agreed that the box rented under this lease will be held in the name of the business for the sole and exclusive purpose of safeguarding assets of the business. Only assets and property of the business will be placed in the box.

## **Receipt of Legal Process:**

If we receive any legal process that affects or in our opinion may affect the box or the contents, you authorize us to comply with it. "Legal Process" means any Subpoena or document that appears to have the force of law regarding restricting access, holding or producing content stored in your box, including a garnishment, attachment, execution, levy or similar order. You acknowledge and agree that Legal Process served on us may instruct us to take certain actions with respect to your box, which may create potential liability or other risks to us if we fail to take any action directed by the Legal Process. You agree that it is your responsibility to consult with an attorney and/or to initiate, or participate in, legal proceedings related to the Legal Process if you do not believe that the Legal Process is valid; otherwise dispute any issue related to the Legal Process, and/or seek to claim any additional exemption of funds related to the Legal Process not otherwise applied by us. You further agree that we will have no obligation to initiate any legal proceedings, or seek clarification, of any kind regarding any issue related to Legal Process. If you fail to properly seek or obtain judicial relief related to Legal Process within the deadlines provided for in the Legal Process or by applicable law, you acknowledge and agree that we will continue to comply with the Legal Process, including producing all content as directed by the Legal Process. We do not have to determine whether the legal process was validly issued or enforceable; and we will have no liability for any action we take as directed by the Legal Process or otherwise permitted by this agreement. If a hold is in effect, we will continue to charge rent and any applicable fees even though the box cannot be surrendered. You will be liable to us for any loss, cost or expense (including attorneys' fees that we incur) resulting from our compliance with any Legal Process or any related litigation.

## **Adverse Claims:**

If there are conflicting claims or instructions or any dispute regarding the box or the contents in the box, we may suspend all right of access to the box. If we are notified of a dispute, we do not have to decide if the dispute has merit before we take further action. We may suspend and continue suspension until we obtain a release or releases in favor of the Bank from any person(s) making a claim. Lacking such release or releases, we may (but are not required to) submit such claim or claims for judicial determination by interpleader or other legal proceeding and in such case we would be entitled to all costs and expenses incurred, including without limitation the Bank's attorney's fees.

## **Our Responsibility to Obtain Personal Information:**

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that leases a box. We require the following information or documents as a condition to your leasing a box:

- For personal boxes: your name; residential address; date of birth; Social Security number, driver's license or other identifying documents.
- For business boxes: your business name, taxpayer identification number, business address and documents to verify the business's existence. We also require documentation that states that the individual who will be signing the Contract Card has authority to open and maintain the box on behalf of the business. We will also ask for the name, residential address, date of birth, and Social Security number of each authorized signer, which will allow us to verify their identity.

We may require additional information when, or after, you lease a box to comply with "Know Your Customer" requirements. We may restrict or close your box if we are unable to obtain information to satisfy our "Know Your Customer" requirements. By renting a box with us, you confirm that neither you nor any beneficial owner of any account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

## **Authorization to Share Information:**

For various reasons, including but not limited to in the course of any investigation, claim or legal proceedings related to your safe deposit box, Chase needs to share your personal information with affiliates and third parties. You authorize us to share information about you and your box with affiliates and third parties, unless the law or our Privacy Notice prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.

## **Telephone and Electronic Communication:**

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. We may use your voice to verify your identity.

When you give us your address, email, landline or mobile number, we have your permission to contact you at that number, email, or address about the box rental and this Agreement. Your consent allows us to use text messaging, artificial or prerecorded voice messages, and automatic dialing technology for informational and box or account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your box or account. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages related to your box rental (such as hold alerts) to that address.

We may send invoices, notices, or communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

## **Changes to the Agreement:**

We may change the terms of this Agreement, including rent or fees, at any time. If any change would adversely affect you, we will notify you in advance at any address listed in our records, unless the change is necessary to comply with a legal requirement. We may provide notice to any of you if there is more than one tenant or as provided by applicable law. You agree to be bound by a change unless you surrender the box before the lease renews.

## **Invoices and Notices:**

We will mail invoices and notices through U.S. mail to any address listed in our records. We have no obligation to ensure those addresses are current or valid. We may change your mailing address if we receive an address change notice. We have made invoices and notices available to you on the day we mail or electronically send them, even if your current mailing or electronic address is invalid. You must notify us promptly of any change in address, email, or phone numbers. You agree that, unless otherwise required by applicable law, that sending the invoice or notice to one tenant of a box qualifies as sending it to all tenants, even if all tenants don't have access to the mailing or electronic address listed in our records. You agree that if a Deputy or AIF is added to the box, that we may mail or share any invoice or notice with that person.

## **Statutory Provisions:**

**For boxes located in Georgia, we are required to set forth the following statute—**

### **Georgia Code Ann. § 44-12-209 Disposition of Unclaimed Property: Contents of Safe Deposit Box**

- (a) If the rental due on a safe deposit box has not been paid for one year, the lessor shall send a notice by registered mail or statutory overnight delivery to the last known address of the lessee stating that the safe deposit box will be opened and its contents stored at the expense of the lessee unless payment of the rental is made within 30 days. If the rental is not paid within 30 days from the mailing of the notice, the holder shall provide written notification to the commissioner of the drilling date not less than 30 days prior to this time. The commissioner may designate a representative to be present during the opening of the safe deposit box. The safe deposit box shall be opened in the presence of an officer of the lessor. The contents shall be sealed in a package by the officer who shall write on the outside the name of the lessee and the date of the opening. If a will, codicil, trust instrument, or amendment to a trust instrument is among the contents of a safe deposit box, the officer shall remove such document from the safe deposit box for separate cataloging and packaging. The officer shall execute a certificate reciting the name of the lessee, the date of the opening of the safe deposit box, and a list of its contents. A separate certificate shall be executed for any will, codicil, trust instrument, or amendment to a trust instrument, which shall be packaged separately but shall be transmitted along with the package containing the remainder of the contents of the safe deposit box. The certificate or certificates shall be included in the package or packages and a copy of the certificate shall be sent by registered mail or statutory overnight delivery to the last known address of the lessee. The package or packages shall then be placed in the general vaults of the lessor at a rental not exceeding the rental previously charged for the safe deposit box.
- (b) If the contents of the safe deposit box have not been claimed within two years of the mailing of the certificate, the lessor may send a further notice to the last known address of the lessee stating that, unless the accumulated charges are paid within 30 days, the contents of the safe deposit box will be delivered to the commissioner as abandoned property under the provisions of Code Section 44-12-214.
- (c) The lessor shall submit to the commissioner a verified inventory of all of the contents of the safe deposit box upon delivery of the contents of the safe deposit box or such part thereof as shall be required by the commissioner under Code Section 44-12-214, but the lessor shall not deduct from any cash of the lessee in the safe deposit box an amount equal to accumulated charges for rental but shall submit to the commissioner a verified statement of such charges and deductions. If there is no cash, or insufficient cash to pay accumulated charges, in the safe deposit box, the commissioner shall remit to the lessor the charges or balance due, up to the value of the property in the safe deposit box delivered to the commissioner, less any costs or expenses of sale; but, if the charges or balance due exceeds the value of such property, the commissioner shall remit only the value of the property, less costs or expenses of sale. Any accumulated charges for safe deposit box rental paid by the commissioner to the lessor shall be deducted from the value of the property of the lessee delivered to the commissioner.
- (d) A copy of this Code section shall be printed on every contract for rental of a safe deposit box.



Facts	What does Chase do with your personal information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• account balances and transaction history</li> <li>• credit history and payment history</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Chase chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chase share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing
<ul style="list-style-type: none"> <li>• Call 1-888-868-8618 – our menu will prompt you through your choice(s). We accept operator relay calls.</li> <li>• Visit us online: <a href="https://chase.com/privacypreferences">chase.com/privacypreferences</a></li> </ul> <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>

Questions	
Call 1-888-868-8618 – our menu will prompt you through your choice(s). We accept operator relay calls.	

Who we are	
Who is providing this notice?	The U.S. consumer financial companies within the JPMorgan Chase & Co. family, including JPMorgan Chase Bank, N.A., Chase Insurance Agency, Inc., and J.P. Morgan Securities LLC.

What we do	
How does Chase protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to get your information only when they need it to do their work, and we require companies that work for us to protect your information.
How does Chase collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• open an account or make deposits or withdrawals from your account</li> <li>• pay your bills or apply for a loan</li> <li>• use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Other important information
<p><b>VT:</b> Accounts with a Vermont mailing address are automatically treated as if they have limited the sharing as described on page 1. For joint marketing, we will only disclose your name, contact information and information about your transactions.</p> <p><b>NV:</b> We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call List by calling 1-800-945-9470, or by writing to us at P.O. Box 734007, Dallas, TX 75373-4007.</p> <p>For more information, contact us at the address above, or email <a href="mailto:Privacy.Info@JPMChase.com">Privacy.Info@JPMChase.com</a>, with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 1-702-486-3132; email <a href="mailto:aginfo@ag.nv.gov">aginfo@ag.nv.gov</a>.</p> <p><b>CA:</b> Accounts with a California mailing address are automatically treated as if they have limited the sharing with nonaffiliates as described on page 1. CA residents are provided a CA notice for additional choices.</p>