

# AGREEMENT AND FEE SCHEDULE



## WELCOME TO CHASE

Thank you for opening your Chase Liquid® Card. We look forward to serving you.

Chase Liquid gives you access to thousands of Chase ATMs and branches nationwide, chase.com, Chase Mobile®, and Account Alerts.

This Chase Liquid Agreement and Fee Schedule has three sections:

1. Summary of Fees that are applicable to your Card
2. Services and Fee Schedule
3. Card Agreement

This agreement is the contract that governs your Chase Liquid Card. You must be at least 18 years of age and make an initial load of \$25 to obtain a Chase Liquid Card. You agree not to use your Chase Liquid Card for business purposes. Please keep this agreement for answers when you need them.

And remember, whenever you have a question, you can call us at 1-877-712-0088 or see a Chase banker at your nearest branch.

### Summary of Fees

| Monthly Fee  | Per Purchase | ATM Withdrawal  | Cash Reload  |
|--|--------------|---|--|
| <b>\$4.95</b><br>No monthly fee if linked to a qualifying Chase checking account   | <b>\$0</b>   | <b>\$0</b> Chase ATMs<br><b>\$2.50</b> Non-Chase ATMs | <b>\$0</b>   |
| ATM balance inquiry (at Chase ATMs or Non-Chase ATMs)  |              |   | \$0 or \$2.50  |
| Customer service (banker assisted)   |              |   | \$0  |
| Inactivity (after 12 months with no transactions)  |              |   | \$0  |
| <b>We charge 6 other types of fees.</b> Here are some of them:   |              |   |  |
| Deposited Item Returned/Cashed Check Returned  |              |   | \$12 per item<br><b>Up to \$75</b> per item. Processing of any garnishment, tax levy, or other court order or administrative order against a Chase Liquid Card, whether or not the funds are actually paid |
| Legal Processing   |              |   |  |
| <b>No overdraft or credit-related fees.</b><br>Your funds are FDIC insured up to the maximum allowed by law.<br>For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> .<br>For more information on Chase Liquid please call us at <b>1-877-712-0088</b> or visit <a href="http://chase.com/liquid">chase.com/liquid</a> . |              |   |  |

# SERVICES AND FEE SCHEDULE

| All Fees   | Amount     | Details   |
|--|------------|---|
| <b>Get Started</b>   |            |   |
| Card purchase  | \$0        |   |
| <b>Monthly Usage</b>   |            |   |
| Monthly Service Fee  | \$4.95     | No Monthly Service Fee if linked to a qualifying Chase checking account. Qualifying accounts include Chase Premier Plus Checking <sup>SM</sup> , Chase Premier Platinum Checking <sup>SM</sup> , Chase Private Client Checking <sup>SM</sup> , Chase Premier Checking <sup>SM</sup> , Chase Better Banking <sup>®</sup> Checking and Chase Workplace Checking <sup>SM</sup> |
| <b>Add Money</b>   |            |   |
| Direct deposit   | \$0        |   |
| Cash loads   | \$0        | At Chase ATMs or Chase branches   |
| Transfers from checking/savings accounts or Chase Liquid Cards | \$0        | See your agreement for limits on savings account withdrawals  |
| Check deposits   | \$0        | At Chase ATMs, Chase branches, or by using Chase QuickDeposit <sup>SM</sup> . For mobile users, message and data rates may apply  |
| <b>Spend Money</b>   |            |   |
| Per purchase transaction                                       | \$0        |   |
| Online Bill Pay  | \$0        |   |
| Bill Pay using your 16-digit Card number                       | \$0        | Can be used on merchant sites that accept Visa <sup>®</sup> debit cards. Merchant fees may apply  |
| Chase QuickPay <sup>®</sup> with Zelle <sup>SM</sup>           | \$0        |   |
| Money Order  | \$5        | A check issued by you, purchased at a branch, for an amount up to \$1,000 (personal checks are not available)   |
| Cashier's Check  | \$8        | A check issued by the bank, purchased at a branch, for any amount and to a payee you designate  |
| <b>Get Cash</b>  |            |   |
| Chase ATM withdrawal   | \$0        |   |
| Non-Chase ATM withdrawal                                       | \$2.50     | ATM owner fees apply  |
| Chase branches   | \$0        |   |
| Non-Chase branches   | \$0        | Other bank fees may apply   |
| <b>Information</b>   |            |   |
| Chase by Phone Customer Service/Balance inquiry                | \$0        |   |
| Chase ATM balance inquiry                                      | \$0        |   |
| Non-Chase ATM balance inquiry                                  | \$2.50     | ATM owner fees apply  |
| Chase Online and Mobile balance inquiry                        | \$0        | For mobile users, message and data rates may apply  |
| <b>Using Your Card Outside the U.S.</b>                        |            |   |
| Exchange Rate Adjustment                                       | 3%         | Of withdrawal amount after conversion to U.S. dollars. You make card purchases, non-ATM cash transactions, or ATM withdrawals in a currency other than U.S. dollars   |
| International ATM withdrawal                                   | \$2.50     | ATM owner fees apply  |
| International ATM balance inquiry                              | \$2.50     | ATM owner fees apply  |
| <b>Other</b>   |            |   |
| Inactivity   | \$0        |   |
| Card replacement – Rush Request                                | \$5        | You request express shipping of a replacement Liquid Card. (Avoid this fee by requesting standard shipping)   |
| Non-Chase ATM transfer (Domestic or International)             | \$2.50     | ATM owner fees apply  |
| Deposited Item Returned or Cashed Check Returned               | \$12       | Per item. You load or cash an item that is returned unpaid  |
| Legal Processing   | Up to \$75 | Per item. Processing of any garnishment, tax levy, or other court order or administrative order against a Chase Liquid Card, whether or not the funds are actually paid   |

No overdraft/credit feature.

Your funds are FDIC insured up to the maximum allowed by law.

Contact JPMorgan Chase Bank, N.A. by calling 1-877-712-0088, by mail at PO Box 659754, San Antonio, TX 78265-9754, or visit [chase.com/liquid](http://chase.com/liquid).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

CHASE LIQUID AGREEMENT AND FEE SCHEDULE

JPMorgan Chase Bank, N.A. Member FDIC

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# CARD AGREEMENT

| TABLE OF CONTENTS  | PAGE |
|--|------|
| DEFINITIONS.....   | 4    |
| ELECTRONIC FUNDS TRANSFER SERVICE TERMS.....                                 | 4    |
| A. Types of EFT Services.....  | 4    |
| B. Important Information and Agreements About Your Card.....                 | 5    |
| C. Limitations on Transfers, Amounts and Frequency of Transactions.....      | 6    |
| D. Receipts and Statements.....  | 6    |
| E. In Case of Errors or Questions About Your Electronic Funds Transfers..... | 6    |
| F. Our Liability For Failure to Complete Transactions.....                   | 6    |
| G. Preauthorized (Recurring) Transfers and Stop Payments.....                | 6    |
| H. Disclosure of Card Information to Third Parties.....                      | 7    |
| I. Notice of Your Rights and Liabilities.....                                | 7    |
| GENERAL ACCOUNT TERMS.....   | 7    |
| A. Loading Your Card (Deposits) or Cashing Checks Payable to You.....        | 7    |
| B. Withdrawals, Transfers and Other Charges.....                             | 8    |
| C. Your Responsibility to Repay Overdrafts.....                              | 9    |
| D. Setoff and Security Interest.....   | 9    |
| E. Notice of Errors, Forgeries and Unauthorized Signatures.....              | 9    |
| F. Canceling Your Card.....  | 9    |
| G. Other Legal Terms.....  | 9    |
| ACCOUNT ALERTS AND TEXT BANKING.....   | 12   |
| FUNDS AVAILABILITY POLICY.....   | 13   |
| PRIVACY NOTICE.....  | 14   |
| HOW TO CONTACT US.....   | 16   |

## DEFINITIONS

Here are some important terms that we use throughout this agreement:

**Account:** The financial tool with which we measure the balance on your Chase Liquid Card. While your account is not a deposit account established in your name, the funds on your Card are held by us in a subaccount established for the Chase Liquid Card program and are covered by FDIC insurance. You may only have one Card associated with an account at any one time. If your Card is closed (for example, because it is lost or stolen) we may issue a new Card connected to the same account.

**ACH (Automated Clearing House):** An electronic deposit to, or withdrawal from, your account that we receive or send through the “automated clearing house” network. Common examples include a direct deposit of payroll and a one-time or recurring payment to a utility company.

**ATM (Automated Teller Machine):** An electronic device that provides many of the same services as a teller, including withdrawals and deposits. An ATM may be described in several different ways in this agreement. **Enhanced ATM:** An ATM that offers expanded services over traditional ATMs. When you use an Enhanced ATM, you will have access to all of your personal checking, savings, Chase Liquid and credit card accounts, regardless of whether the accounts are linked to your card. **Staffed ATM:** An Enhanced ATM located inside a branch lobby and that you use during the branch’s posted business hours.

**Available balance:** Your previous day’s balance plus any pending credit transactions (excluding pending Card purchase returns), such as ACH direct deposits minus:

- Pending charges such as Card purchases, electronic payments or other transactions that we are legally obligated to pay or have already paid,
- Amount of deposits that are not yet available for withdrawal under our Funds Availability Policy,
- Any holds on your balance, such as holds on funds to comply with court orders or other legal requirements.

**Business day:** Every day except Saturdays, Sundays and federal holidays. Some branches may close on a business day due to an emergency or to observe a state holiday.

**Card or Chase Liquid Card:** The reloadable general-purpose prepaid card issued to you.

**Check:** A written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

**Direct deposit:** An automatic electronic deposit made through the ACH network to your account by someone else, such as an employer issuing payroll or a government paying benefits.

**Hold on your account:** Any amount of money that is in your balance but that you cannot withdraw because of delayed funds availability, a court order or other reasons. A hold may be placed for more than your balance.

**Item:** Any check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, Card purchase, fee, charge or other amount that is added to or subtracted from your balance.

**Load:** Adding funds (depositing) to your balance.

**Overdraft/Overdrawn:** A negative balance, or the amount by which all the items presented to us on a business day exceed the available balance.

**PIN:** A four-digit personal identification number that you either select or request us to randomly generate and mail to you. A PIN is needed in order to use some of the features of the Card, such as ATM transactions.

## ELECTRONIC FUNDS TRANSFER SERVICE TERMS

We provide a variety of electronic funds transfer (EFT) services. These include all Card transactions, electronic payments, credits and transfers, telephone transfers and online banking transactions. We may also issue you a code or other means of accessing your balance to initiate EFTs.

### A. Types of EFT Services

#### 1. Card transactions

The Card is a reloadable general-purpose prepaid card we issued to you. We may provide you a temporary Card, which will be replaced by a personalized Card. Once you activate your personalized Card, your temporary Card will no longer work. Your account may remain open even if your Card is closed. We retain the right to limit the number of Chase Liquid Cards you may have open at any one time. If you do not select a PIN when you open your Card, we will mail you a randomly generated PIN.

You can use your Card as follows:

#### At ATMs to:

- Withdraw cash;
- Transfer money;
- Check your balances;
- Deposit cash or checks;\*
- Make payments to qualifying Chase credit cards and loans;\*
- Obtain a copy of recent Card activity.\*

Services marked with an asterisk (\*) are available only at Chase ATMs, and all services may not be available at all Chase ATMs. Services are available only for designated accounts linked to your Card.

Your Card will work at a non-Chase ATM only if the ATM is in a participating network. Non-Chase ATMs will display your Card as a checking account and will display up to one linked savings account. Outside the U.S., non-Chase ATMs will generally allow you to access only your Card balance.

We may charge you a Non-Chase ATM Fee to withdraw cash, transfer money or check your balance. We won’t charge for balance inquiries and transfers completed within 15 minutes of a withdrawal using the same Card at the same ATM. If only transfers and inquiries are performed, only one Non-Chase ATM Fee will be charged.

#### At participating merchants to:

- Purchase goods and services (excluding rentals for cars, equipment and furniture). Purchases are subtracted from your balance. If you have arranged with your merchant to make recurring payments, you must notify the merchant if your Card number or expiration date has changed or if your Card has closed. We may also provide the merchant or the participating network your new Card number and expiration date.

- Withdraw cash while making a purchase using your PIN if the merchant permits the cash-back option.
- Send or receive payments from another person or receive payments from a business by providing your Card number to third-party payment services.

**At participating financial institutions to:**

- Withdraw funds at a teller. Withdrawals are subtracted from your balance. You will be charged a Non-ATM Cash Fee.

**2. ACH transactions**

You can receive ACH direct deposits. You may provide your account number for these deposits but you agree not to provide your account number to third parties to withdraw funds.

**3. Online banking and Chase Mobile**

You may use chase.com or Chase Mobile to view your account information, make deposits (Chase Mobile only), transfer funds between your Chase accounts or other linked accounts, pay qualifying Chase loans or credit cards, or make payments from your Card to third parties. Enroll for these services on chase.com or by downloading the Chase Mobile app for select mobile devices. You must agree to the additional disclosures and specific terms for using these services when you enroll.

**4. Telephone banking**

You may use our automated customer service system or speak to a telephone banker to get your Card information, transfer funds between your accounts with us, or pay qualifying Chase loans or credit cards. You must have a valid Card, and a valid password or PIN to use the automated system.

**B. Important Information and Agreements About Your Card**

**1. Authorizations and holds**

Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will reserve or place a hold on your balance, generally for three business days, to pay for your purchase.

At gas stations, when you pay at the pump, we may attempt to authorize and hold up to \$50 even if the purchase amount is less than \$50. Depending upon your remaining balance, this could cause a subsequent purchase to be declined. To avoid a declined purchase, or a hold greater than the actual purchase, pay for your gas at the cashier.

If the Available Balance on your Card is less than \$50, we may decline the purchase or we may authorize an amount up to your Available Balance. For some types of purchases we may place a hold for a longer period. There are times—for example, at restaurants, hotels or car rental agencies—that merchants won't know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain for a day or two even after your purchase amount has been subtracted from your balance. We will pay the purchase amount from your balance whenever the merchant sends it to us, even if the hold has expired.

**2. Our right to refuse transactions**

We can refuse to authorize any transaction when your Card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity.

**3. Foreign exchange transactions**

The exchange rate applied to card transactions that occur in a different currency will be selected by the network that processes the transaction. The network will select from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date it processes the transaction. This rate may be different from the rate the network receives, may include a spread, commissions, and other costs that we, our affiliates or vendors charge in providing that exchange to you, and will be less favorable than the exchange rate for institutions that is usually quoted in the newspaper or online services. The processing date on which the exchange rate is applied may differ from the date you used your card. We will add an Exchange Rate Adjustment Fee to the amount the network charged us for foreign currency transactions.

**4. Debit or Credit prompts at terminals**

If a merchant asks "Debit or Credit?" when you make a purchase, you can choose either one and your purchase will be subtracted from your balance.

- If you select Debit, you must also enter your PIN.
- If you select Credit, you may have to provide a signature except for some smaller amounts and when paying for self-service fuel.

**5. ATM safety and safeguarding your Card information**

**Be safe at ATMs.** We advise you to be aware of your surroundings before, during and after you use an ATM. Here are some additional tips:

- Choose an ATM that is well lit.
- Don't use an ATM that looks unusual or altered. If you suspect the ATM isn't working properly, cancel the transaction and find another machine.
- At a walk-up ATM, minimize transaction time by having your Card ready to use. At a drive-up ATM, keep your car engine running and lock your doors.
- Stand between the ATM and anyone waiting to use the machine or cover your hand so others can't see your PIN or the transaction amount.
- As soon as your transaction is complete, remove your Card from the ATM, and then put away your money, receipt, and Card.
- Contact the police or a security officer if you see any suspicious activity at the ATM. If you think you're being followed, go to a busy area and immediately contact police.

**Keep your PIN confidential. Never give your PIN to anyone, and don't write it down. In addition, to keep your Card information safe:**

- Change your PIN every few months by visiting a branch. Use a PIN that others can't easily figure out. For example, don't use your birthday.
- To change your PIN (or if you forget your PIN), visit any Chase branch or request a new PIN at chase.com.
- A Chase employee will never ask you for your PIN or the numbers on the back of your Card.

**Protect your Card as you would a credit card or cash.**

**Notify us immediately if your Card is lost or stolen**, or if you discover any other error. The sooner you report a problem, the sooner we can take precautions to ensure your Card isn't misused.

### **C. Limitations on Transfers, Amounts and Frequency of Transactions**

To protect your balance, we place daily dollar limits on ATM withdrawals and Card purchases, even if your available balance is higher than the daily limit. We provided your card limits when we gave you your card.

However, we may:

- Allow transactions that exceed your limits.
- Temporarily reduce your limits without notice, for security purposes.
- Change your limits (we'll notify you if we do).

Your ATM withdrawal limits may be different depending on which type of ATM you use:

- When you use a Staffed ATM with any of your Chase Liquid Cards, you have a combined \$500 daily withdrawal limit for all of your Chase Liquid Cards. Withdrawals at a Staffed ATM don't affect your card limits at other ATMs. You will have higher limits if you have Chase deposit accounts and use a debit or ATM card.
- When you use an Enhanced ATM, all withdrawals made with any of your Liquid, ATM, debit or other prepaid cards count toward every card's daily withdrawal limit.
- When you use non-Chase ATMs and Chase ATMs that are not Enhanced, you can withdraw up to the card's daily withdrawal limit. Withdrawals using other cards will not count toward that card's daily withdrawal limit.

Your card will be restricted if we consider your account to be inactive or dormant.

### **D. Receipts and Statements**

You will receive or have the option to receive a receipt at ATMs, teller stations and merchant locations each time you make a transaction. However, for certain small dollar transactions at merchant locations, you may not receive a receipt.

We will have available for your review a monthly statement through our online banking service, which will show all transactions for the statement period. The monthly "statement period" may or may not be a calendar month, but in most cases it won't be more than 32 days or less than 28. The specific dates covered by your statement period will be on your statement. However, if there have been no deposits, withdrawals or other activity within a two-month period, we may provide one statement each year. At your request, we can mail you a paper copy of your monthly statement to your home address, or print a paper statement for you at any of our branches. We may change your mailing address of record if we receive a notice of address change from the U.S. Postal Service, or if we receive information from another party in the business of providing correct address information, that the address in our records no longer matches your address. If we do so, we will notify you.

### **E. In Case of Errors or Questions About Your Electronic Funds Transfers**

If you think your statement is wrong, or if you need more information about a transaction listed on it, call or write us at the telephone number or address at the end of this agreement. We must hear from you **NO LATER** than 60 days after we sent you, or made available, the **FIRST** statement on which the error appeared.

Please provide us with the following:

- Your name and Card or 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 obtained your Card less than 30 days before the date of the suspected error, the 10-business-day period is extended to 20 business days. If you obtained your Card 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 so and 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.

### **F. Our Liability for Failure to Complete Transactions**

If we do not complete a transaction on time or in the correct amount, we will be liable for your losses or damages. However, we are not liable for any failed transaction if you do not have enough money on your Card to cover a transaction, if the ATM or device does not have enough cash or is not working properly, if circumstances beyond our control prevent the transaction, if the merchant authorizes an amount greater than the purchase amount, or if there are other exceptions stated in this agreement or as provided by law.

### **G. Preauthorized (Recurring) Transfers and Stop Payments**

You may use your Card to make recurring payments. If these recurring payments vary in amount, the payee will tell you the amount and date of the next payment at least 10 days before the payment due date. You may choose to get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

You can stop a recurring payment by telephone, chase.com, Chase Mobile or at a branch before the scheduled payment date by providing us sufficient information for the type of payment.

1. If you provided your card number for the preauthorized transfer, you must give us the exact card number. We will close your Card and open a new one to replace it.
2. You are not permitted to use your account for preauthorized transfers except through chase.com, but if you do, we will not place a stop payment.
3. If you set up your recurring bill payments or transfers through chase.com, you can cancel pending and future payments on chase.com or Chase Mobile.



4. If you previously set up recurring Card transfers in the branch, you can only cancel those pending and future transfers in the branch. We will generally process a stop payment request as soon as we receive it. If you place a stop payment three or more business days before the transfer is scheduled, and we still pay, we will be responsible for your losses or damages.

#### H. Disclosure of Card Information to Third Parties

Information about your Card or the transactions you made will be disclosed to third parties:

- As necessary to complete transactions;
- In connection with the investigation of any claim you initiate;
- To comply with government agency, arbitration or court orders;
- With your written permission;
- As permitted by our Privacy Notice.

#### I. Notice of Your Rights and Liabilities

Tell us AT ONCE if you believe your Card, PIN or code has been lost or stolen. Calling us is the best and fastest way of keeping your possible losses to a minimum. If you tell us within two business days, you can lose no more than \$50 if someone used your Card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, PIN or code and we can prove we could have stopped unauthorized transactions if you had told us, you could lose as much as \$500.

If your statement shows electronic funds transfers that you did not make, tell us right away. If you do not tell us within 60 days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We will extend the time periods.

Special Provisions for Card Transactions (Zero Liability Protection):

You are not liable for any unauthorized transactions, including transactions made at merchants, over the telephone, at ATMs or on the Internet, if you notify us promptly.

However, these special provisions do not apply where you were grossly negligent or fraudulent in the handling of your account or Card, where you have given someone else your Card, card number or PIN, or where you delay reporting unauthorized transactions for more than 60 days.

### GENERAL ACCOUNT TERMS

#### A. Loading Your Card (Deposits) or Cashing Checks Payable to You

##### 1. Direct deposits; notice of electronic deposits

You have an account number, which is different than your Card number. Your account number is only to be used by you to set up direct deposit. When we receive an electronic deposit to your account, the only notice you will receive from us is on your next statement. You may visit chase.com or Chase Mobile and use Account Alerts, or call us to confirm that we have received a deposit.

If the bank that sent an electronic deposit notifies us that it was sent by mistake, or was intended for another customer or account, we may deduct the amount from your balance without investigating.

##### 2. Limitations on deposits

Cash deposits to Chase Liquid are limited to no more than \$4,000 per calendar month. You cannot load your Card using a wire transfer.

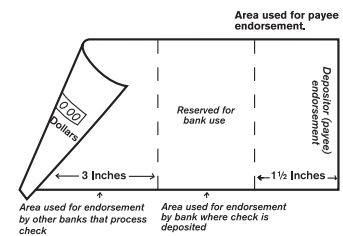
##### 3. Endorsements

An endorsement is a signature, stamp or other mark made on a check to transfer the check to another person. If a check you deposited doesn't have your endorsement, we may endorse it for you or treat the check as if we had endorsed it. Either way, the effect will be the same as if you had endorsed the check. Also, any deposited check that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. We are not bound by any conditional or restrictive endorsements on a check you cash or deposit, or by any endorsement "without recourse."

##### 4. Endorsement requirements

To help ensure that checks you deposit or cash will be processed timely, your endorsement (and any other endorsement before the check is deposited) must be in the 1 1/2 inch area that starts on the right side as viewed from the back. If you don't endorse your check properly, and it causes us a loss, cost, or expense, you have to pay that amount to us.

Payee or customer information must not be on any other part of the back of the check (look at the diagram):



##### 5. Deposit records and receipts

We may rely on the account number on any deposit slip or similar record we receive, even if that account number is associated with a name that's different from the name you've provided. It's not our responsibility to detect any inconsistency between the account number you provide and the name.

If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your balance for any errors including any errors on your deposit slip.

## **6. Night depository and large cash deposits**

Any of our employees may open and count any deposit that a teller didn't count in front of you, including night depository deposits and large cash deposits, and you agree not to dispute that employee's determination of the amount you deposited.

If you use our night depository, you are responsible for any disappearance, theft or loss of any envelope, bag or money before we issue a written receipt for the deposit.

## **7. Our right to refuse deposits**

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We can reverse any amount we've added to your balance for a deposited check and send the check on a collection basis even after we've taken physical possession of the check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If we refuse a deposit, we may take a check on a "collection basis," which means we won't add funds to your balance until we've actually been paid for the check.

## **8. When you can withdraw funds you've deposited**

Generally, you may withdraw funds the next business day after the business day you deposit them. But in some cases you may not. Please see the Funds Availability Policy for details.

If funds from a deposit become available and you can withdraw them, that does not mean the check or other item you've deposited is "good," has "cleared" or has been paid by the paying bank. It's possible that the item will be returned unpaid months after we've made the funds available to you and you've withdrawn them. No one, including our employees, can guarantee to you that a check will not be returned.

## **9. Transactions in a foreign currency**

Any transaction we conduct for you in a foreign currency, depositing a foreign check, or exchanging foreign currency in our branches, will use an exchange rate. Currency exchange is only available at a limited number of branches and in certain currencies. The exchange rate we use may include a spread, commissions, or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate will vary depending upon the type of transaction being conducted, the dollar amount, the type of currency, the date and time of the exchange, and whether the transaction is a debit or credit to your account. The exchange rate you pay will be less favorable than the exchange rate for institutions that is usually quoted in newspapers or online services. We are not required to accept for deposit checks that are drawn on a non-U.S. bank or payable in a foreign currency. We may accept those checks on a collection basis without your specific instruction to do so. We can reverse any amount we've added to your balance and send the check on a collection basis even after we've taken physical possession of the check. Our Funds Availability Policy does not apply to any foreign check, whether we accept it for deposit or on a collection basis. The actual amount you receive for checks payable in a foreign currency will be determined at the exchange rate for such items that's in effect when we're paid for the check. If a check is returned later for any reason, we will subtract the amount of the check and any charges from other banks from your balance. We will use the applicable exchange rate in effect at the time of the return, which may be different from the exchange rate originally used for the deposit.

## **10. Depositing substitute checks**

A substitute check is a copy of a check that is the legal equivalent of the original check. You may receive a substitute check, such as when a check you deposited is returned unpaid. If you deposit a substitute check and we suffer a loss, cost or expense as a result, you will have to pay us that amount.

## **11. Our responsibility for collecting deposits**

If you deposit or cash a check, or we send one for collection, we act only on your behalf. Our only responsibility is to exercise reasonable care. We will not be liable for the lack of care of any bank or third party we use to collect checks, or for checks lost during shipping. We may send checks to any bank or to the entity on which the check was written in our customary manner. We may have agreements with other banks regarding times and methods for collecting or returning items.

If we lose a check, you agree to use reasonable efforts to help us locate or replace it.

Although we attempt to identify and prevent fraudulent transactions, we have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, improperly endorsed or otherwise improper.

## **12. Our right to charge back deposited or cashed items**

If you deposit or cash a check or other item and (1) the paying bank returns it to us unpaid; (2) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your balance. If a deposited or cashed item is returned, we will charge you a Deposited Item Returned Fee or a Cashed Check Returned Fee. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them.

## **B. Withdrawals, Transfers and Other Charges**

### **1. Withdrawals and transfers from your Card or account**

We may subtract from your balance the amount of any purchase, withdrawal or other item that you or any person you authorize created or approved. We may require you to provide us with identification, documentation or information that's acceptable to us before allowing the transaction. We will not issue you checks, and you are not permitted to write checks drawn on your Card or account. We will not pay checks if you attempt to do so. You cannot send wire transfers from your account.

### **2. Large cash withdrawals**

We may place reasonable restrictions on when and how you make any large cash withdrawal. We may also require that you sign a document releasing us from any liability if you are robbed or assaulted. We may refuse the withdrawal request if you do not agree with these conditions.

### **3. Account numbers on funds transfers**

If you instruct us to send a funds transfer, we and every other bank involved in the transfer may rely on any bank number or account number you provide. If the funds transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified by number, we and other banks that handle the funds transfer may still rely exclusively on the number. We have no duty to detect any inconsistency between the bank number or account number and the name.



#### **4. Fees**

You agree to pay all fees outlined in this agreement. We may subtract these fees from your balance, even if the fee makes your balance negative.

#### **5. Death or incompetence**

We will treat your account as if you are alive and competent until we receive notice otherwise.

After we receive notice of death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax.

If you authorize any transaction, but it's not presented for payment until after your death or incompetence, we are still authorized to pay the transaction. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death.

#### **C. Your Responsibility to Repay Overdrafts**

Your balance may at times be less than \$0, but you will not be charged overdraft fees. You agree not to use your Card to make purchases that exceed your Available Balance and you understand that such purchases will ordinarily be declined. You must immediately pay the amount of any overdraft. We also may report you to credit reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future. You authorize us to use the money from any subsequent deposits to your Card to pay any overdraft. Subsequent deposits include any federal or state benefit payments that you choose to deposit to your Card (including direct deposit of Social Security benefits). You understand and agree that if you don't want your benefits applied in this way, you may change your direct deposit instructions at any time.

You agree to pay all costs and expenses we incur in collecting any overdraft. We may still pursue collection of the amount you owe (including suing you) after it is charged off.

#### **D. Setoff and Security Interest**

If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of setoff to, and a security interest in, your balance to secure the debt. Debts include any overdrafts or fees you owe. If the debt is due or overdue, we may use the funds credited to your balance to pay all or part of the debt. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits). If you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. The right of setoff does not apply if the debt is created under a personal credit card plan.

If any federal benefits or other payments are deposited to your balance after you become ineligible to receive them, we may setoff against your Card or any of your accounts to recover the payments if we're obligated to return funds to the payor.

#### **E. Notice of Errors, Forgeries and Unauthorized Signatures**

You must notify us in writing within 30 days after we mail a statement or otherwise make a statement available (for example, paperless statements) if:

- An item that you did not authorize or that is altered is listed on the statement;
- Your account statement contains any errors; or
- You did not receive your scheduled statement.

You must provide us with all information we need to investigate the alleged error or item. You must also file any police reports and provide any supporting affidavits and testimony we reasonably request.

If you do not comply with the requirements above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the item or errors. In addition, if you fail to notify us of any unauthorized item within 30 days (14 days in New York) after we mail, or in any other way make available, a statement that lists an unauthorized item, we are not required to reimburse you for unauthorized items by the same person that we pay after that time.

These requirements are for transactions that are not covered by the Electronic Funds Transfer Service Terms outlined previously in this agreement.

#### **F. Canceling Your Card**

Either you or we may cancel your Card and close your account at any time for any reason or no reason without prior notice, including if your balance is zero or negative. Please destroy the card. We are not required to close your Card if you have pending transactions or the balance is negative. In those cases, we will restrict your Card and account against all future withdrawals until pending transactions are paid or returned and the balance is no longer negative.

We may send you written notice that we have closed or will close your Card and return the balance less any fees, claims, setoffs or other amounts if the remaining amount is more than \$1. After your Card is closed, we have no obligation to accept deposits or pay any outstanding items. We will have no liability for refusing to honor any items drawn on a closed Card. We have the right to advise consumer reporting agencies and other third party reporting agencies of Cards closed for misuse, such as kiting.

#### **G. Other Legal Terms**

##### **1. 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.

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

If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address. We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

## **2. Restricting your Card; blocking or delaying transactions**

There are many reasons we may decline or prevent transactions to or from your Card, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to your Card. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Card, or we may remove funds from your Card to hold them pending investigation, including in one or more of the following circumstances:

- Your Card is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Card ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We also may limit cash deposits to, or withdrawals from, your Card (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We will have no liability for any action we take under this section.

## **3. No waiver**

If we fail to exercise any right, that doesn't mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

## **4. Changes to the agreement**

We may change the terms of this agreement, including any fees and features of your Card, at any time. We will notify you about changes at least 30 days in advance. We may direct you to a branch or chase.com for the content of any changes or the revised agreement unless the law requires a different method. By maintaining your Card after the effective date of any change, you agree to the change. We may change or terminate this agreement without notice to comply with any appropriate federal or state law or regulation.

## **5. Rules governing your account**

This agreement, all accounts and services provided to you, and any dispute relating to those accounts and services are governed by federal law and, when not superseded by federal law, the law of the state where your account is located.

Here's how we determine where your account is located:

- If you opened your account in person, it is located in the state where you opened it;
- If you opened your account by mail, Internet or other remote means, and you resided in a state where we had branch offices at that time, it is located in that state; but if you resided anywhere else your account is located in Ohio.

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 reasonable care.

Transactions in your account are also subject to applicable clearinghouse and Federal Reserve rules and regulations. We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we don't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices.

If this agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this agreement will govern.

## **6. Research, legal process and requests for information**

If we receive any legal process relating to you or your Card and its balance, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to hold or pay out funds from your account, including a garnishment, attachment, execution, levy or similar order. We do not have to determine whether the legal process was validly issued or enforceable. As permitted by law, we will deduct from your balance a Legal Processing Fee or costs and expenses we incur in complying with the order, or both.

If any action, including administrative proceedings, garnishment, tax levies, restraining orders or another action is brought against you or your account, you will be liable to us for any loss, cost or expense (including attorneys' fees) resulting from our compliance with any legal process.

If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your account, we are authorized to comply with it. If we are required to answer a subpoena or similar order requesting records of your account, we may charge you a Research Fee, less any amount we are paid by the person issuing the subpoena before we deliver our response.

## **7. Permitted time for filing a lawsuit**

You must file any lawsuit or arbitration against us within two years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two years, you and we agree to the shortest permitted time under that state's laws.

We abide by federal and applicable state record retention laws and may dispose of any records that we retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period.

## **8. Location of legal proceedings**

If you file any lawsuit or other legal proceeding against us that's connected in any way to your Card or other services, you agree to do so in an appropriate court in the state where we issued your Card. If we file any lawsuit or legal proceeding that is connected in any way to your Card or other services, you consent to jurisdiction and venue in an appropriate court in the state where we issued your Card. If either party chooses to have disputes resolved by arbitration, the section entitled Arbitration governs the process and location of the arbitration proceedings.

## 9. Pre-judgment interest rate

If either you or we are awarded a judgment against the other in connection with your account, the rate of interest earned before judgment on the judgment amount will be the lowest generally available rate for a personal interest-bearing checking account.

## 10. Arbitration

You and we agree that upon the election of either of us, any dispute relating in any way to your Card, account or transactions 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. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS 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 account, Card, other transactions and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement or the advertising, the application for, or the approval or establishment of your Card are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as "Claims."

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

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

You have the right to opt out of this agreement to arbitrate if you tell us within 60 days of your Card being issued. If you want to opt out, call us at 1-800-935-9935, or see a banker. Otherwise this agreement to arbitrate will apply without limitation, regardless of whether 1) your Card is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

### *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 OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
2. SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES 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.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. 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, "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 account to an unaffiliated third party, then "we" includes that third party.)

The arbitration may not be consolidated with any other arbitration proceeding.

### *How does arbitration work?*

The party filing a Claim in arbitration must select either: JAMS or the American Arbitration Association ("AAA") as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The arbitrator will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the Claims between you and us.

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

The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

### *Who will pay for costs?*

We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration

administrator for the first two days of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. All other fees will be allocated according to the arbitration administrator's rules and applicable law. If you consider that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

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

Rules and forms may be obtained from, and Claims may be filed with, JAMS (1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com)) or the AAA (1-800-778-7879 or [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.

#### **11. Assignment of agreement and successors**

This agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns. You may not assign, transfer or grant a security interest in your Card or account to anyone other than us without our written consent. We will not issue a Card to your agent under a power of attorney. No assignment will be valid or binding on us, and we won't be considered to have knowledge of it, until we consent and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your Card or account is subject to our setoff rights.

#### **12. Authorization to share information**

You authorize us to share information about you and your Card and account 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.

#### **13. Referrals**

If you request it, our employees may at times provide contact information about third parties, such as lawyers, accountants, or contractors, who offer products or services to the public. Some of these third parties may be our customers. We provide this information only as a courtesy and convenience to you and the third party, but in some cases we may be compensated for a referral. We do not make any warranties or representations about the third parties or their products or services. If you choose to do business with any third party, that decision is yours alone, and we are not responsible for the third party's performance or to help resolve any dispute between you and the third party. Our employees may also receive compensation when you purchase a Chase product based on their referral.

#### **14. Illegal activities**

You will not use your Card to conduct transactions relating to unlawful Internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not.

#### **15. Inactive and unclaimed accounts**

Each state has laws that govern when Cards are considered inactive or abandoned, and when we're required to send a customer's funds to the state. We encourage you to make sure your Card remains active by making transactions, signing in online or meeting with a banker. We'll mail you a letter to notify you before we transfer your funds to the state as abandoned property.

#### **16. Our responsibility to obtain personal information**

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card. We require the following information or documents as a condition to your opening a Card: your name, residential address, date of birth, Social Security number, driver's license or other identifying documents.

Our policies may require additional information about you when or after you open the Card to assure that we comply with "Know Your Customer" requirements. We may restrict or close your Card if we are unable to obtain information in order to satisfy our "Know Your Customer" requirements. By opening a Card with us, you confirm that you are not covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

#### **17. English language — Other language preferences**

The terms of this agreement and the products and services we provide are governed by the English language. As a courtesy, we make some of our forms, disclosures and documents, including this agreement, available in languages other than English. However, many important bank documents, and some products and services related to this Card, are provided only in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version applies and is available upon request.

### **ACCOUNT ALERTS AND TEXT BANKING**

If you receive or otherwise use Account Alerts or text banking, you agree to the following terms. If you are enrolled with [chase.com](http://chase.com), the terms of the Online Service Agreement control the terms of these services instead.

- We may use a telephone number, email address, or other delivery point we have in our records for you, or other contact information that you provide to us for these services so we can send you certain information about your Card, [chase.com](http://chase.com) and any other Chase products or services.
- You may be automatically enrolled to receive certain Account Alerts via email. To manage your Alerts preferences or cancel Account Alerts, use [chase.com](http://chase.com) or Chase Mobile, or speak to a Telephone Banker.
- We will send Account Alerts or text banking messages through your service provider, who will act as your agent and deliver them to you. Delivery of alerts may be delayed for various reasons, including service outages affecting your phone, wireless or Internet provider; technology failures; and system capacity limitations.
- We do not charge for the Account Alerts or text banking, but message and data rates may apply. To cancel text banking services, send STOP to 24273 at any time. For help or information on text banking, send HELP to 24273 or contact us at 1-877-242-7372.
- Account Alerts and text banking are provided for your convenience and do not replace your monthly statement, which is the official record of your Card. Anytime you review your balance, keep in mind it may not reflect all transactions, including recent Card transactions.
- You understand we may not encrypt information when it is sent to you through these services. This information may include personal or confidential information about you, such as Card activity or the status of your Card.

You understand we are not liable for losses or damages from any disclosure of Card information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in Account Alerts or information sent through text banking. If we suffer a loss, cost or expense because you provide an incorrect telephone number, email address or other delivery point, or you violate applicable laws, you will have to pay that amount to us.

## FUNDS AVAILABILITY POLICY

Cash deposits and electronic direct deposits will be available the day we receive your deposit. Except as described later in this policy, when you make other deposits, the funds are available on the first business day after the day we receive your deposit. However, in most cases when you deposit checks drawn on a Chase account:

- At a teller station, funds from these deposits made with an employee will be available on the same day we receive your deposit;
- At an ATM, some or all funds from these deposits will be available on the same day we receive your deposit.

Once funds are made available, you may withdraw them in cash or use them to pay Card transactions and other items.

### When Your Deposit is Received:

If you make a deposit with a teller at one of our branches on a business day, we will consider that day to be the day of your deposit. If you make a deposit on a business day before our cutoff time at a Chase ATM, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day, or make an ATM deposit after the ATM cutoff time, we will consider the deposit to have been made on the next business day.

- For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.
- For deposits and transfers at most ATMs, the cutoff time is 11 p.m. Eastern Time (8 p.m. Pacific Time). For ATMs with an earlier cutoff, the ATM screen will notify you of the cutoff time.
- Deposits placed in a night depository are considered received when we remove them from the night depository; we will remove deposits no later than the next business day.
- Branches in some locations may be closed on business days in observance of a state holiday or because of an emergency, and deposits made at a night depository when those branches are closed will be considered received on the next business day when the branch is open.
- All deposits made by mail and addressed to Chase without using a specific branch name and street address will be considered received by the Chase-By-Mail facility in Louisville, Kentucky, on the date the deposit is received by that facility. Chase-By-Mail will not accept cash deposits.

### Longer Delays May Apply:

In some cases, we may not make all of the funds that you deposited by check available by the first business day after the day of your deposit. Funds may not be available until the second business day after the day of your deposit. However, at least the first \$200 of these deposits will be available on the first business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available, but further review of the deposit after we receive it may still result in delayed availability.

Funds you deposited by check may be delayed for longer than two business days under the following circumstances:

- We believe a check you deposited will not be paid;
- You deposited checks totaling more than \$5,000 in any one day;
- You redeposited a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of communications or our systems.

If we delay availability for one of these reasons, funds may not be available until the seventh business day after the day of your deposit.

If your check deposit is made with one of our employees or at an ATM and we decide at that time to delay your ability to withdraw funds, we will tell you then. If we decide to delay availability of your funds after you complete your deposit, we will mail you a deposit hold notice by the business day after we decide to take that action.

### Special Rules For New Cards:

If you are a new customer, the following special rules may apply during the first 30 days your Card is open:

- Funds from deposits of the first \$5,000 of a day's total deposits of cashiers, certified, teller's, travelers and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit; and
- Funds from all other check deposits will be available no later than the seventh business day after the day of your deposit.

### Holds On Other Funds:

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already available on your Card. Those funds will be available on the day they would have been available if you had deposited the check.





| FACTS        | WHAT DOES CHASE DO WITH YOUR PERSONAL INFORMATION?  |
|--------------|---|
| <b>Why?</b>  | 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.                |
| <b>What?</b> | 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> |
| <b>How?</b>  | 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? |
|---|-------------------|-----------------------------|
| <b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes               | No                          |
| <b>For our marketing purposes</b> – to offer our products and services to you   | Yes               | No                          |
| <b>For joint marketing with other financial companies</b>   | Yes               | No                          |
| <b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences   | Yes               | No                          |
| <b>For our affiliates' everyday business purposes</b> – information about your creditworthiness   | Yes               | Yes                         |
| <b>For our affiliates to market to you</b>  | Yes               | Yes                         |
| <b>For nonaffiliates to market to you</b>   | Yes               | Yes                         |

|                             |   |
|-----------------------------|---|
| <b>To limit our sharing</b> | <ul style="list-style-type: none"> <li>▪ Call 1-888-868-8618 – our menu will prompt you through your choice(s). For operator relay assistance, first dial 711 or</li> <li>▪ Visit us online: <a href="https://chase.com/privacypreferences">chase.com/privacypreferences</a></li> </ul> <p><b>Please note:</b></p> <p>If you are a new 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.</p> <p>However, you can contact us at any time to limit our sharing.</p> |
| <b>Questions?</b>           | Call 1-888-868-8618 – our menu will prompt you through your choice(s). For operator relay assistance, first dial 711.   |



**Who we are**

|                                      |   |
|--------------------------------------|---|
| <b>Who is providing this notice?</b> | The JPMorgan Chase & Co. family of companies. A partial list of its U.S. consumer financial companies is located at the end of this document. |
|--------------------------------------|---|

**What we do**

|   |   |
|---|---|
| <b>How does Chase protect my personal information?</b>                                    | 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.  |
| <b>How does Chase collect my personal information?</b>                                    | 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.   |
| <b>Why can't I limit all sharing?</b>   | 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. |
| <b>What happens when I limit sharing for an account I hold jointly with someone else?</b> | Your choices will apply to everyone on your account.  |

**Definitions**

|                        |   |
|------------------------|---|
| <b>Affiliates</b>      | Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with a Chase or J.P. Morgan name and financial companies such as J.P. Morgan Securities LLC</i></li> </ul> |
| <b>Nonaffiliates</b>   | Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Nonaffiliates we share with can include companies such as retailers, auto dealers, auto makers and membership clubs</i></li> </ul>      |
| <b>Joint marketing</b> | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include categories of companies such as insurance companies</i></li> </ul>                |

**Other important information****State Laws:**

VT: 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.

NV: 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 659752, San Antonio, TX 78265-9752.

For more information, contact us at the address above, or email [Privacy.Info@JPMChase.com](mailto:Privacy.Info@JPMChase.com), 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 [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us)

CA: 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.

**Who is providing this notice?**

JPMorgan Chase Bank, N.A.      Chase Insurance Agency, Inc.      Chase Bankcard Services, Inc.  
J.P. Morgan Securities LLC      Chase Bank USA, N.A.

Separate policies may apply to customers of certain businesses, such as J.P. Morgan Private Bank.

## *How to contact us:*

**Main phone number:** 1-877-712-0088

**Deaf and Hard of Hearing:**

Operator relay calls: 1-877-712-0088

Direct TTY calls: 1-800-CHASETD  
(1-800-242-7383)

**International Calls:** 1-713-262-1679

**Website:** [chase.com/liquid](https://chase.com/liquid)

**All Written Correspondence:** JPMorgan Chase Bank, N.A.  
PO Box 659754  
San Antonio, TX 78265-9754

**Electronic Funds Transfers (EFTs):** In case of error or questions about your EFTs,  
or if you believe your Card has been lost or  
stolen, call us at 1-866-564-2262 or write to:

Chase  
PO Box 659809  
Mail Code TX3-7849  
San Antonio, TX 78265-9109