

# Chase and J.P. Morgan QuickDeposit Agreement for Mobile

Last updated 11/11/2018

## Chase and J.P. Morgan QuickDeposit Service Addendum for Mobile

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

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### 1. General

As a subscriber to the Chase and J.P. Morgan QuickDeposit Service (the "Service"), this Addendum ("Addendum") amends and becomes a part of the Online Service Agreement, Digital Services Agreement and the deposit account agreement governing your account(s), as amended from time to time (collectively, the "Account Documentation") between the entity that provides you one or more accounts or services and you (the business entity or individual applying for or using the Service). Entities may include, but are not limited to, JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC or J.P. Morgan Trust Company of Delaware. The terms of the Account Documentation are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. For clarification purposes, the definition of business days and the following sections in the Electronic Fund Transfer Service Terms of the deposit account agreement governing your account(s) apply to this Addendum: "In Case of Errors or Questions about Your Electronic Funds Transfers," "Our Liability for Failure to Complete Transactions," "Disclosure of Account Information to Third Parties," and "Notice of Your Rights and Liabilities." By acknowledging or signing the applicable Account Documentation or by using or continuing to use the Service, you agree to this Addendum. In the event of a conflict between this Addendum and the Account Documentation, this Addendum will govern with respect to deposits made through the Service. Deposits made through other channels continue to be

governed by the deposit account agreement governing your account(s).

## 2. Chase and J.P. Morgan QuickDeposit Service

1. In order to enroll in the Service, you must be designated as an authorized signer or owner of an account with J.P. Morgan, a Chase checking or savings account or Chase Liquid® Card, and other accounts as we may determine in our sole discretion from time to time (each, an "Eligible Account"). The Service is designed to allow you to make certain deposits to an Eligible Account electronically by using a Chase Mobile application and capture device (such as a smartphone or other mobile device) to (i) create electronic images of the front and back of a paper check or other paper source document only payable in U.S. Dollars ("Item") by scanning the Item and (ii) transmit it and related data to us or our designated processor for review and processing in accordance with this Addendum. As part of the Service you must use software and hardware provided by or acceptable to us. You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. Before you scan any Item, you shall endorse all Items with your name and the legend "For Electronic Deposit at Chase Only," for Chase Customers, or "For Electronic Deposit at J.P. Morgan Only," for J.P. Morgan clients, or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.
2. As conditions to Chase's and J.P. Morgan's provision of the Service, you shall (a) maintain the Eligible Account(s) in good standing, (b) subscribe to the Online Service and (c) comply with such restrictions on the Service as we may communicate to you from time to time.
3. You agree that after the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other image thereof.
4. You further agree that you shall be solely responsible for the original Item, including storage, retrieval and destruction.
5. You agree that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes (except for funds availability, see section 2(g) below), including return items processing.
6. If we receive a scanned Item at or before 11:00 p.m. Eastern Time on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after 11:00 p.m. Eastern Time or on a weekend or a state or federal holiday, we will consider that the deposit was made on the next business day.
7. You agree that Items submitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds from deposits made via the Service generally will be available for withdrawal by the next business day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion.
8. The maximum amount you may deposit through the Service is \$2,000 per day, or \$5,000 in any rolling 30 day period, unless you are a (i) Chase Private Client, in which case the maximum is \$25,000 per day, or \$100,000 in any rolling 30 day period, or a (ii) J.P. Morgan client, in which case the maximum is \$100,000 per day or \$500,000 in any rolling 30 day period. However, we may allow transactions that exceed your limits, and if we do so, we may increase or decrease that amount (but not below the disclosed limits) without notice. We may temporarily reduce your limits below these disclosed limits without notice for security reasons. When you open the Service on your mobile device and select an account, the application will display your current available limit and you may view the maximum amounts

we will permit you to deposit daily and on a rolling 30 day basis. We reserve the right to modify the foregoing limits, and/or impose limits on the number of deposits that you transmit using the Service from time to time, and will notify you to the extent required by law.

9. We may, at our discretion, return or refuse to accept all or any part of a deposit to your account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned.
10. We do not charge you for using the Service.
11. All of your deposits using the Service will be reflected on your account statements and in your online account activity. You will also receive a receipt on your mobile device at the time the deposit is completed through the Service.

### **3. Item Quality and Processing**

The image of an Item transmitted to us using the Service must be legible. If the electronic files and/or images transmitted to us with respect to any Item do not comply with our or our processor's requirements for content and/or format, we may, in our sole discretion:

1. further transmit the Item and data in the form received from you;
2. repair or attempt to repair the Item or data and then further transmit it
3. process the Item as photocopies in lieu of originals; or
4. return the data and Item to you unprocessed and charge back your account

### **4. Warranties**

You represent and warrant to us that:

1. any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
2. the information you transmit to us corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
3. no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item that has already paid;
4. you will not redeposit through this Service any Item previously deposited and returned to you unless we advise you otherwise;
5. you will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
6. you will use the Service only to transmit Items that originated as paper Items
7. you will comply with this Addendum and all laws, rules and regulations applicable to you in your use of the Service and of the Product (as defined below), including, without limitation, those pertaining to (i) exports or imports of software and related property; (ii) use or remote use of software and related property; or (iii) registration of this Addendum;
8. if you are depositing Items on behalf of third parties, the owner of the Item has authorized you to negotiate the Item and electronically transmit the Item;
9. you will only transmit Item(s) that are drawn on or payable at or through banks located within the United States; and
10. if you are scanning Items from a location outside of the United States, such authorization covers the cross-border transmittal of the Item.

## 5. Disclaimer

We make no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service. We specifically disclaim any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. We and our subcontractors also do not guarantee that your access to the Service will be uninterrupted, error free or secure.

## 6. Limitation of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, RELATED IN ANY WAY TO YOUR USE OF THE SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

## 7. Indemnification

In addition to the indemnities contained in the Account Documentation, you agree to defend, indemnify and hold us, our officers, affiliates, employees and agents harmless from and against any actions, claims, losses, demands, liabilities, litigation, or damages (including attorney's fees and expenses of litigation) resulting from:

1. your breach of any of the warranties made by you pursuant to this Addendum (including but not limited to Section 4(d)) or the Account Documentation;
2. your unauthorized use of the Products;
3. any claim pertaining to any warranty or indemnity that we make with respect to an item under any and all laws, regulations and industry and clearing house rules applicable to the Items.

## 8. Grant of License

1. **Grant of License.** To the extent we or our licensors make any software available to you via download on our website for use in conjunction with the Service, we hereby grant, and you hereby accept, for the term of this Addendum, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("Products") for use only directly in conjunction with its permitted use of the Service.
2. **Title and Ownership** Except for the license granted to you hereunder, all rights, interest and title in and to the Service, associated content, technology, application, website(s) and Products, including any improvements, modifications, and derivative works, will at all times remain with us or our licensors, and you shall acquire no rights in the Service or Products. Your use of the Service and Products is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, any breach of this Addendum immediately terminates your right to use the Service. Without limiting the foregoing, you may not use the Service or Products (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect.

### **3. Use of Products.**

1. You agree that the Products will be used only by you and your Affiliates, provided that each Affiliate agrees to be bound by the terms hereof and further that you will be liable for your Affiliates' acts and omissions in connection with the Products. For purposes of this Addendum, "Affiliates" means those entities that control, are controlled by or are under common control with you. For purposes of this definition, "control" (including with correlative meaning, controlled by, and under common control with) means the possession, directly or indirectly, of greater than a 50% ownership interest in an entity.
2. Except as otherwise expressly provided herein, you will not copy, modify, or create derivative works of the Products or display, assign, sublicense, distribute, or otherwise transfer any interest in this Addendum or the Products to any third party.
3. You will not, and will not permit others to, reverse engineer, reverse-compile, or reverse-assemble the Products or otherwise attempt to obtain source code for the Products.
4. You shall use the Products solely for your personal or internal business purposes. For purposes of this clause, you may not use the Products for time sharing, rental, or service bureau purposes, or the sale, marketing or (except as otherwise expressly provided herein) commercial exploitation of the Products.
5. You will notify us in writing regarding any unauthorized use or disclosure of the Products immediately after it becomes known to you.

### **4. Confidentiality.**

1. You acknowledge that the Products constitute trade secrets and represent significant economic and commercial value to us and/or our licensors and must be maintained as secret, confidential and proprietary. You agree that copyright legends borne by the Products in no way reduce the trade secret, proprietary and/or confidential nature thereof. You will take all reasonable steps to safeguard the Products to ensure that no unauthorized disclosure or use is made, in whole or in part, and will use at least the same degree of care to prevent the unauthorized use, disclosure or availability of the Products as you ordinarily use in protecting your own most valuable confidential and proprietary information. You will not remove or alter any copyright or other proprietary legends contained on the Products.
2. Your obligations under this Section survive termination of this Addendum.

**5. Installation, Training and Maintenance.** You will be solely responsible for the installation, training and maintenance of the Products. It is your (and expressly not our) responsibility to establish reasonable backups, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access.

**6. Patent Infringement.** In the event the Products become, or in our opinion are reasonably likely to become, the subject of a claim of infringement, you will allow us, at our option and expense, to replace the Products with a non-infringing alternative, modify the Products so that they become non-infringing or terminate the license.

**7. Risk of Loss.** You will bear the entire risk of loss, destruction and damage to the Products from any cause whatsoever, and no such loss, destruction or damage shall impair any of your obligations hereunder which shall continue in full force and effect.

## **9. Termination of Service**

1. We reserve the right to terminate the Service at any time without notice to you.

2. The provisions of sections 4, 5, 6, 7, 9(b) and 10 shall survive termination of this Addendum.

## **10. Right to Audit**

We may periodically audit and verify your compliance with this Addendum. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by us to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for audit purposes.

## **11. Miscellaneous**

If you receive notice of any claim regarding the Service, you shall promptly provide us with a written notice of it.