DEPOSIT ACCOUNT AGREEMENT
PRIVACY NOTICE
HOW TO CONTACT US

CHASE

Welcome to Chase

Thank you for opening your new account with Chase; we look forward to serving you.

Your new deposit account gives you access to a wide range of advantages that can save you time and money and make everyday banking secure and convenient. Such as our 16,000-plus Chase ATMs, 5,300-plus nationwide branches, online banking, bill payment, Chase Mobile®, and Account Alerts.

Please keep this agreement handy for answers when you need them. And remember, whenever you have a question, you can call us at 1-800-935-9935 (for Business Accounts 1-800-242-7338) or see a Chase banker at your nearest branch.

About this booklet

This booklet (formerly known as Account Rules and Regulations) contains the following three sections. Please review this information and keep it with your records.

DEPOSIT ACCOUNT AGREEMENT

This section is your Deposit Account Agreement, or contract, with us.

The Deposit Account Agreement also includes the following disclosures (which are separate documents we provide to you) that apply to our personal and business accounts:

- Rates for interest-bearing accounts
- Personal accounts:
  - Additional Banking Services and Fees
  - Personal account products
- Business accounts:
  - Additional Banking Services and Fees
  - Business account products
  - Business Deposit Express Fees and Agreement
- Any additional disclosures, such as amendments or agreements, that we will provide to you, either when you open your account or if we change the terms of your account.

PRIVACY NOTICE

The Privacy Notice explains what we do to keep information about you private and secure, and your choices about how we use your information.

HOW TO CONTACT US

This section contains information on how to contact us, by phone or mail, if you have any questions.

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DEPOSIT ACCOUNT AGREEMENT

This Deposit Account Agreement is the contract that governs your account. Please be sure to read it carefully and keep it in a safe place. If you have any questions regarding any of the information contained in this agreement, please stop by any Chase branch and talk with one of our bankers. They'll be happy to help. You can also call us at one of the numbers listed on the back cover.

Whether you're a personal or business customer with a Chase deposit account, this is the basic agreement between you and us (JPMorgan Chase Bank, N.A. or any of our affiliates where you have a deposit account). By signing a signature card or application, or using any of our deposit account services, you and anyone else identified as an owner of the account agree to the terms contained in this agreement. Customers of some of our business groups, such as Corporate Banking, will get a different agreement and their accounts will be governed by that agreement, not this one. If you have a product that is not a deposit account, such as a gift card or prepaid debit card, this agreement does not apply to that product. Also, other services, such as online banking or retirement accounts, have additional agreements. If another more specific agreement and this one disagree, the more specific agreement will govern.

This agreement also refers to and includes other disclosures we may provide to you, including (1) product information, (2) rate information disclosures (if applicable), (3) banking services and fee disclosures, and (4) other disclosures, agreements, and amendments that we may provide to you. All may contain information on fees that apply to your accounts.

Important Definitions:

Below are definitions of some important terms used throughout this agreement:

"Account": Means any deposit account you have with us (such as a checking or savings account) that is covered by this agreement.

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

"Direct deposit": With "direct deposit," someone, such as an employer or the government, sends your funds directly into your account through the ACH electronic payment system.

"ACH": Is an electronic deposit to or withdrawal from your account, such as a directly deposited payroll check or a bill payment, sent to us through the "automated clearinghouse," which is an electronic network that sends and receives those transactions.

"Check": Means any written order to pay a specific amount of money drawn on, payable through or 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.

"Available balance": Your "available balance" is the balance in your account after deducting (1) deposits that are not yet available for withdrawal under our Funds Availability Policy, (2) debit card or other transactions that we are legally obligated to pay or have already paid out in cash, (3) other pending transactions such as ACH transactions, and (4) any holds on your account, such as holds on funds to comply with court orders or other legal requirements.

"Item": Means any check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge, or other amount that is added to or subtracted from your account.

"Hold on your account": Means that the funds are still in your account but we will not allow you to withdraw them. A hold may be placed because of delayed funds availability, a court order requiring us to prevent withdrawals, or other reasons. The amount of a hold reduces your available balance by that amount.

"Overdraft" or "overdrawing" your account: Means that your account balance, minus any deposits you've made that are not yet available, and minus holds on your account, is less than $0 or that your available balance is not enough to pay all the items that have been presented to us on a business day.

GENERAL ACCOUNT TERMS

A. Deposits and Checks You Cash

1. Direct deposits; notice of electronic deposits

We encourage you to use direct deposit whenever possible so your money can't be stolen or lost in the mail.

When we receive an electronic deposit for your account, the only notice you will receive is on your next account statement. You may use online banking or Account Alerts or call us to confirm that we have received an ACH or wire transfer deposit.

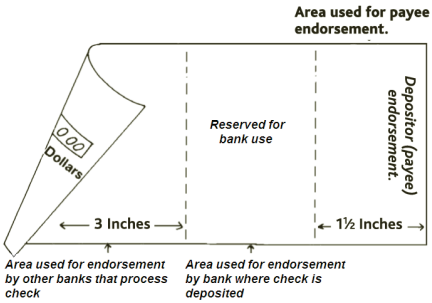
If the bank that sent an electronic deposit notifies us that it was sent by mistake, or was intended for another customer or account, we may deduct the amount of the deposit from your account without investigating.

2. Endorsements

An "endorsement" is a signature, stamp, or other mark made on a check to transfer the check to another person. If any check deposited to your account 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 check deposited to your account 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 endorsement on a check you cash or deposit, or any endorsement "without recourse."

3. Endorsement requirements

To help ensure that checks you deposit or cash will be processed promptly, 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. Payee or customer information must not be on any other part of the back of the check (look at the following diagram to see this area):



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.

4. 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 Chase's responsibility to detect any inconsistency between the account number you provide and the name.

If you make a deposit, we may provide a receipt. However, the amount on your deposit receipt is based only on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors – including any errors on your deposit slip. We are not required to adjust your account for discrepancies under $10.

If we issue you a CD receipt and you then decide not to open the CD, or a deposit receipt and you then cancel the deposit, the receipt is void and you may not claim those funds.

5. Night depository and large cash deposits

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.

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.

6. Our right to refuse deposits

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

7. When you can withdraw funds you've deposited

Generally, for most accounts, you may withdraw funds the next business day after the business day you deposit them. But in some cases you may not be able to immediately withdraw or write checks against deposited funds. See our Funds Availability Policy for details.

If funds from a deposit become "available" and you can withdraw funds, 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 you that a check or other item will not be returned.

8. Foreign checks

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 account 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 our 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 charge your account at the applicable exchange rate in effect at the time of the return, which may be more or less than the exchange rate originally used for the deposit.

9. Depositing substitute checks

A "substitute check" is a copy of a check that is the legal equivalent of an original check. You may sometimes receive a substitute check, such as when a check you deposited is returned unpaid. You agree not to deposit substitute checks; however, if you do and we suffer a loss, cost, or expense as a result, you will have to pay us that amount.

10. Depositing remotely created checks

"Remotely created checks" are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder's actual signature, the check identifies that the account holder authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows.

11. Our responsibility for collecting deposits

If you deposit or cash a check, or we send one for collection, we only act as your agent. Our only responsibility is to exercise reasonable care. We will not be liable for the lack of care of any bank we use to collect checks, or for checks lost while being shipped. We may send checks to any bank or directly to any non-bank drawee in our customary manner. We may agree 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 the lost check.

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. If you deposit the check in your trust account (including any attorney trust account), we may charge your trust account, an account in your name, or charge part of the check to each.

12. Our right to charge back deposited or cashed checks

If you deposit any check or other item to your account or cash any check, and we are notified that the item will be returned unpaid or another bank demands that we repay them for the item for any reason, we may deduct the amount of the item from any of your accounts, even if doing so creates an overdraft. If a deposited or cashed item is returned, we will charge you a Deposited Item Return fee, and we may deduct the amount from

any of your accounts. We may deduct the amount from your account whether the physical item is returned to us or not, and whether we can return the item or a copy to you or not. If an item is returned, we will notify you by mail but are not required to give you next-day notice.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe that the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, for any other reason. When the claim is finally resolved, we will either release the hold or deduct from your account the amount of the item.

B. Checks, Withdrawals, and Other Charges

1. Withdrawals and transfers from your account

We may subtract from your account the amount of any check or other item that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation, or information that's acceptable to us.

2. Your check forms

Checks and other account documents you use must be on forms obtained through or approved by us. We're not responsible for losses that result from improper printing on documents we don't approve. We may refuse to accept for deposit or pay checks in a form that we cannot process or photograph using our customary equipment.

3. Protecting your checks

You must protect your checks and other account documents and information from theft and unauthorized use. You must write your checks in a way that prevents someone else from completing, altering, or adding to them without your authorization. If you become aware that any checks or other documents and information, such as statements, have been lost or stolen, you must notify us immediately. If you fail to do any of these things, we are not responsible for any losses that may result.

4. Incomplete, future-dated, or conditional checks, and checks dated more than six months before payment

You agree not to write a check that's incomplete, future-dated, or conditional (one that tries to limit the time or method of payment, such as "Void after 180 days" or "Valid only for $1,000 or less"). We have no duty to discover, observe, or comply with such checks. If we pay a conditional check, the conditions do not apply to us.

We may choose to pay or not to pay a check that is dated more than 6 months before it is presented for payment regardless of how old it is, and if we pay it, you will be responsible for the check.

5. Multiple signatures

We are not required to comply with any multiple-signature requirement, either on personal or business accounts, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so. This requirement is for your internal control purposes only.

6. Facsimile signatures

We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or provide a signature card authorizing any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.

7. Check cashing

If a person who is not our deposit or loan customer tries to cash your check at any of our branches, we may charge them a fee or refuse to cash it. We may also require that they provide us identification we deem acceptable, including fingerprints.

8. Large cash withdrawals

We may place reasonable restrictions on the time and method of any large cash withdrawal. If you make a 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 cash withdrawal if you do not agree with these conditions.

9. Review of checks and signatures

Check payment is highly automated, and we pay millions of checks every day. Although we inspect some checks, you agree that reasonable commercial standards don't require us to do so. If we return a check because we believe it doesn't match your signature card, we're not liable to you even if the check was actually authorized. If the numeric amount on a check doesn't match the amount written out in words, we may select either one when paying it. We have no duty to prevent a check from being presented more than once.

10. Notice that a check has been deposited or cashed

If we're notified that a check drawn on your account has been deposited or cashed at another bank, we may place a hold on your account for the check amount, which may cause other items to overdraw the account. If the amount of the check identified in the notice exceeds your account balance at the time we receive the notice, we may notify the other bank of that fact.

11. Account numbers on funds transfers

If you instruct us to send a funds transfer, such as a wire or ACH 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, and have no duty to detect any inconsistency between the bank number or account number and the name.

12. Fees

You agree to pay all fees applicable to your account. When you opened your account, we provided you a schedule of fees applicable to your account, and we will notify you of any changes. We may charge these fees to your account at any time even if the charge overdraws your account.

13. Stop payments

You may stop payment on a check drawn on your account, and we will charge a Stop Payment fee. However, you cannot stop payment if we have already certified, paid, or otherwise become responsible for the check. For example, you can't stop payment on a check we've already cashed because we became responsible for the transaction as soon as we cashed it. Any one owner or authorized signer of an account may order us to stop payment on a check drawn on the account. Refer to the Electronic Funds Transfers section for how to place a stop payment on recurring electronic payments.

To stop payment on a check, you must give us an oral or written stop payment order using the phone number or address listed on the back cover, or in person at a branch, or by making an electronic stop payment order through online banking. You must give us the exact account number, and either the exact check number or amount, so we can identify the item. It may take up to one full business day from the time we receive this information until a stop payment order becomes effective.

For personal accounts, a stop payment order is effective for 180 calendar days, and may not be extended. However, you may place a new stop payment order, which will be effective for 180 days from the day this additional order is placed. An additional Stop Payment fee will be charged. We will not send a confirmation of your stop payment order.

For business accounts, your stop payment order may either:

- Be effective for 180 days, or
- Be effective for one year and then automatically renewable annually for 6 additional years. We will list scheduled renewals on your business account statement 60 to 90 days in advance. The stop payment will be renewed, and you will be charged a Stop Payment Renewal fee, unless you notify us not to renew by returning the notice portion of the statement.

For business accounts, we may send you a written confirmation of your stop payment order. Information in the written confirmation will be presumed correct unless you notify us immediately of any errors.

Whether you have a personal or business account, when the stop payment order expires, we may pay the item and have no duty to notify you except for identifying the item as paid on your statement.

We are not required to accept a stop payment on a cashier's check, teller's check ("official check"), or certified check, unless you provide us a sworn statement – in a form we deem acceptable – that the check is lost, stolen, or destroyed. After a stop payment is placed, we are not required to refund the money used to purchase the check, or issue a replacement check, until and unless the check is not presented for payment within 90 days

after the issue or certification date. If in our discretion we agree to refund or replace the check, we will require that you purchase a surety bond for the amount of the check.

14. Limits on savings account withdrawals

Withdrawals or transfers out of your savings account are limited by federal law. In this agreement, a savings account means an account with limited withdrawal privileges, including a money market account.

During any monthly statement period, you may make no more than 6 withdrawals or transfers (for example by check, debit card, ACH, telephone, Internet, Overdraft Protection transfer) out of these accounts. However, this limit does not apply to withdrawals made in person or through ATMs, mail (by a check payable and mailed to you), or messenger.

We are required by law to ensure that you comply with this limit. If you exceed this limit after we've notified you of a violation, we will change your account to one we choose that doesn't limit withdrawals, and it may be an account that pays less or no interest.

15. Savings Withdrawal Limit fee

If you make more withdrawals or transfers out of your savings account than your account terms permit in a monthly statement period, we will charge a Savings Withdrawal Limit fee. This fee is based on all withdrawals and transfers, not only those that are limited by federal law.

16. Our right to require advance notice of withdrawals

For all savings accounts and all personal interest-bearing checking accounts, we reserve the right to require 7 days' prior written notice of withdrawal.

17. Death or incompetence of account owner

Notify us immediately if any account owner dies or is declared incompetent by a court. Until we receive notice otherwise, we may act as if all owners are alive and competent.

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

If an account owner authorizes an item, but it's not presented for payment until after that owner dies, we are authorized to pay the item after the owner's death. If an account owner owes us a debt at the time of death, we are authorized to exercise our right of setoff (our right to apply funds in one account to the debt associated with another) or security interest rights against the account after the owner's death. We have these rights even if a surviving joint owner, a POD payee, or a beneficiary of an ITF or "trustee for" account has rights to the account.

C. Overdrafts and Fees, Overdraft Protection, Setoff, and Security Interest

1. Overdrafts

We may, but are not required to, refuse to pay any item unless your available account balance at the time is equal to or more than the amount of the item, plus all other items received but not yet paid. Even if we've paid overdraft items before, we are not required to do it in the future. For personal accounts, unless you have notified us that you DO want us to pay debit card overdrafts at our discretion, we generally won't authorize a non-repeating ("everyday") debit card transaction if your available account balance isn't enough to pay that transaction. For business accounts, if you have notified us NOT to pay debit card overdrafts we generally won't authorize a non-repeating ("everyday") debit card transaction if your available account balance isn't enough to pay that transaction.

We look at your account balance only once from the time we receive an item until we return it to decide whether the item causes an overdraft. We may deduct from your account the amount of a debit card transaction at the time of an authorization request.

Generally, for each business day, we will first add deposits to your account, then subtract wire transfers, non-repeating ("everyday") debit card transactions, online banking transactions, ATM withdrawals, teller cash withdrawals, cashed checks, and deposited checks drawn on us in the order in which they were authorized, withdrawn, or deposited, and then subtract all other items starting with those having the highest dollar amount and moving to the lowest. We reserve the right to use a different order in certain states.

It's your responsibility to avoid overdrawing your account. See a banker to learn about Overdraft Protection. We also offer Account Alerts to keep you informed about the balance and transactions in your account.

2. Your responsibility to repay overdrafts

You must promptly pay the amount of any overdraft along with any fees that apply. If you don't, you may be charged additional fees or interest. 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 account to pay any overdraft and resulting fees. Subsequent deposits include any federal or state benefit payments that you choose to deposit in any account (including direct deposit of Social Security). 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, including attorneys' fees. In addition, if we close your account with an outstanding overdraft and charge off the amount of the overdraft (that is, take a loss), we will charge a Charged Off Processing fee. We may still pursue collection of the amount you owe (including suing you) after it is charged off.

3. Insufficient Funds, Returned Item, and Extended Overdraft fees

We will charge a fee for any item presented on a business day when your account is overdrawn, whether or not we pay the item. If we pay it, we will charge an Insufficient Funds fee. If we return it, we will charge a Returned Item fee. For personal accounts, we will only charge an Insufficient Funds fee for an everyday debit card transaction if you have notified us to pay debit card overdrafts. For business accounts, we will charge an Insufficient Funds fee for an everyday debit card transaction unless you have notified us not to pay debit card overdrafts.

We may limit the number of Returned Item and Insufficient Funds fees we charge for a business day. We will not charge Insufficient Funds fees if your ending account balance is overdrawn by $5.00 or less or is overdrawn due to a Funds Availability Policy hold and notice of that hold is not provided at the time of the deposit. We will charge an Extended Overdraft fee for any overdraft balances that you haven't repaid promptly, we may charge interest for any overdraft, or we may do both.

Refer to your fee schedule for information about what fees apply and how fees are calculated for your account.

4. Overdraft Protection agreement

Overdraft Protection request: If you request Overdraft Protection, you must specify one or more checking accounts you want protected by the service, and a single account with us or our affiliate for each checking account where the money will come from for Overdraft Protection. That account is called a "funding account." It may be a savings account (including a money market account), a credit card account in good standing, or another qualifying line of credit account. Personal checking accounts may only be linked to personal funding accounts, and business checking accounts may only be linked to business funding accounts. Any person who is an owner of both the checking account and the funding account may request the service without the consent of other owners. Overdraft Protection will become effective within a reasonable time after we have approved your request.

Activation: If you overdraw an account that has Overdraft Protection, we will automatically transfer available funds from the funding account to the checking account in increments of $50.00 that are enough to pay the overdraft amount and all transfer fees. Transfers will appear on the periodic statements for each applicable account. We are not required to notify you if the funding account becomes unavailable.

Fees: We'll subtract an Overdraft Protection Transfer fee from your checking account each day we transfer funds. If more than one checking account receives a transfer on the same day, we'll subtract a fee from each account. The fee amount is disclosed in our fee schedule.

Limits on Overdraft Protection:

- We will not transfer more than the available account balance in a savings account or the available credit in a credit account, even if the amount of the overdraft is more than that available amount. If the available account balance isn't enough to pay all the checks and other transactions you have initiated on any day plus the Overdraft Protection Transfer fee in increments of $50.00, we will transfer enough funds to pay one or more transactions, plus the fee. If the available account balance is enough to pay one or more transactions but not the fee, we'll transfer enough to pay just the transactions. However, we will charge the Overdraft Protection Transfer fee against the account, causing the account

to be overdrawn. Any transactions that are not paid by the transfer will either be paid or returned, and Insufficient Funds fees or Returned Item fees will be charged as if you didn't have Overdraft Protection.

- Transfers from a savings account used as the funding account are limited by federal law. There must not be more than 6 Overdraft Protection transfers and other limited transfers per monthly statement period. The section entitled "Limits on savings account withdrawals" explains these limits in more detail.
- Overdraft Protection will not be available if the funding account is closed or blocked for usage.

Termination of Overdraft Protection:

- We may terminate Overdraft Protection at any time by sending you written notice.
- Any owner of the checking account, any owner of a savings account used as the funding account, or any borrower on a credit account used as the funding account may cancel Overdraft Protection in person or in writing. Cancellation will be effective after we have received notice and had a reasonable time to act on it.

5. 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, all of your accounts to secure the debt. Debts include any overdrafts or fees you owe. If the debt is due or overdue, we may use the funds in any of your accounts to pay all or part of the debt. If your account is a joint account, we may use the funds in the joint account to pay the debt of any account owner. 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 federal or state benefit payments (including Social Security benefits) electronically deposited to your account. 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 account after you become ineligible to receive them, we may set off against any of your accounts to recover the payments if we're obligated to return funds to the payor.

D. CDs

A "certificate of deposit" or "CD" is a deposit with us for a specified period of time. This section covers both retirement and non-retirement CD products, unless otherwise indicated. By opening your CD, you agree to keep the amount deposited (principal) on deposit. Here are a few things you should know about CDs:

- **Term:** The term is the number of days, months, or years you agree to leave your money in the account.
- **Maturity Date and Grace Period:** The maturity date is the last day of your CD's term. For CDs with a term of 14 days or longer, we also provide you a grace period of 10 days after the maturity date. You can withdraw your CD principal without paying an early withdrawal penalty, make additional deposits, or change the rate or term of your CD only on the maturity date or during the grace period.
- **Single Maturity CD:** A single maturity CD will not automatically renew on the maturity date and won't earn or be paid interest after that date.
- **Automatically Renewable CD:** An automatically renewable CD will renew on the maturity date for the same term unless we notify you otherwise or you change or close the account. Once your CD renews, any reference to the maturity date means the last day of the new term. After renewal, your CD will earn interest either at the standard interest rate that we offer for that CD term on the renewal date or at the relationship interest rate, if you qualify. If your CD is closed during the grace period, it will not earn interest after the maturity date.

  Note: If your CD has a CD Special Interest rate, that rate only applies to the initial CD term. Ask your banker about currently available CD Special Interest rates at maturity or during the grace period.
- **Interest:** We use the daily balance method to calculate interest on your CD. This method applies a periodic rate each day to your account balance. Interest begins to accrue on the business day of your deposit. Interest for CDs is calculated on a 365-day basis, although some business CDs may calculate interest on a 360-day basis. The Annual Percentage Yield ("APY") disclosed on the face of your deposit receipt or on the maturity notice assumes interest will remain on deposit until maturity. On maturities of more than one year, interest will be paid at least annually and the amount(s) paid will be reported to the IRS each calendar year. A withdrawal will reduce earnings.

- **Withdrawing Interest:** You may choose to withdraw any paid or credited interest without penalty during your CD's term or at maturity. After the maturity date and grace period, interest will become principal of the renewed CD.
- **Early Withdrawal Penalties. There is a penalty for withdrawing principal prior to the maturity date.**
  - If the term of the CD is less than 365 days, the early withdrawal penalty is equal to $25.00 plus 1% of the amount withdrawn.
  - For terms of 365 days or more, the early withdrawal penalty is equal to $25.00 plus 3% of the amount withdrawn.
  - If the withdrawal occurs less than 7 days after account opening or a previous withdrawal, the amount of the early withdrawal penalty will be calculated as we described above, but it cannot be less than 7 days' interest.

  If the amount of accrued and unpaid interest on the deposit is less than the penalty, the difference will be deducted from principal.
- **Waiving Early Withdrawal Penalties.** We will waive early withdrawal penalties in these circumstances:
  - Death of a CD owner or a grantor of a revocable family/living trust;
  - Disability of a retirement CD owner;
  - Court determination that a CD owner is incompetent;
  - Re-titling of a CD (excluding a retirement CD) to transfer ownership of funds into a living trust without moving funds from the bank and where no change in term or rate occurs;
  - For retirement CDs, if the owner is 59-1/2 or older and the funds are taken as an IRS-reportable distribution via cash, check, or deposit or transfer to a non-retirement account. This waiver does not apply if the transfer is to a retirement account at another financial institution;
  - For retirement CDs, if the owner is revoking his or her Traditional IRA/Roth IRA within 7 days after establishing the plan (must forfeit accrued interest); and
  - For retirement CDs, if the owner is withdrawing funds for one of the following reasons without moving funds from the bank and where no change in term or rate occurs:
    - Converting or reconverting Traditional IRA or SEP funds to a Roth IRA;
    - Recharacterizing Traditional IRA/SEP funds to a Roth IRA or vice versa; or
    - Directly rolling over funds in a Money Purchase Plan or Profit Sharing Plan to a Traditional IRA, SEP, or Roth IRA.

We will also waive early withdrawal penalties under the circumstances described below. However, if the withdrawal occurs less than 7 days after the account was opened or a previous withdrawal was made, a penalty of 7 days' interest must be applied. These circumstances are as follows:

- Disability of a CD (excluding Retirement CD) owner;
- For retirement CDs, if the owner is under age 59-1/2 and one of the reasons defined by sections 72(t) and 530 of the Internal Revenue Code applies, such as payment of qualified education expenses and first-time home purchase expenses; and
- For retirement CDs, if the owner is withdrawing an excess annual retirement contribution amount and any corresponding earnings.

E. Statements and Notice of Errors

1. Statements

We will send an account statement for checking and savings accounts to the current address listed on our records. We will send statements monthly, unless the product information for your account indicates otherwise. If there have been no deposits or withdrawals to your checking account within a 2-month period, or to your savings account or linked checking and savings accounts within a 30-month period, we may send only annual statements. Statements will be sent via ordinary U.S. mail, unless you and we agree otherwise. Statements are also available through online banking. For some accounts we may charge a Statement fee if you receive a paper statement.

We'll send only one statement for any account, even if it has more than one owner. You agree that sending the account statement to one owner qualifies as sending it to all owners, even if all owners don't have access to the mailing address of record for the account.

We may change your mailing address of record if we receive an address change notice 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'll notify you. If your statement is returned as undeliverable, we may discontinue mailing statements, but statements will be considered available to you on the day they are generated.

A "statement period" means the period covered by your account statement. If you receive a statement monthly, 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. If you receive a statement quarterly or annually, a monthly statement period means a calendar month. The specific dates covered by your account statement will be on your statement.

2. 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 notify us in writing of any unauthorized, improper, or missing endorsements within 6 months after the account statement is mailed or made available.

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. However, the Electronic Funds Transfer Services Terms section of this agreement applies to the reporting of errors on personal electronic funds transfers subject to Federal Reserve Board Regulation E. You also have certain rights under federal law for substitute checks; please see the Substitute Checks and Your Rights section of this agreement for more information.

3. Options for receiving checks

We offer three choices for how checks you've written or authorized can be delivered to you:

- "Check safekeeping" means we keep images of your checks, which are available through online banking. We do not include your paid checks or images of them with your statement. Some accounts require check safekeeping.
- "Image statement" means we only include images of the front of your paid checks with your statement.
- "Check enclosure" means we return legal copies of your checks with your account statement. (Not offered on all accounts.)

If you have more than one personal checking account on a single statement and one checking account uses check enclosure, all other checking accounts will use check safekeeping. If you have more than one business account on a single statement, you may choose check enclosure for multiple checking accounts. If you have more than one checking account on a single statement and any account uses image statement, then other checking accounts will also use image statement, unless the terms of the other accounts require check safekeeping.

You agree that when we keep a copy of the check we have made the check available to you, even if we do not send originals or images with the statement. If we do not return your paid checks, we may destroy original checks after a reasonable period of time we determine. We may charge you an Item Copy fee for each copy of a paid check you request, unless the law states otherwise. If for any reason we can't return a copy of your check or satisfy your needs in another way, you agree that we will not be liable for more than the face amount of the check.

We cannot provide originals or images of checks that are sent to us as electronic transfers. Additionally, other banks may send us electronic images instead of original checks. If you receive an image statement, in those cases the image will appear with other checks. We can provide a copy of the image, but not the original check.

F. Forms of Account Ownership

1. Personal accounts

NOTE: THE TYPE OF ACCOUNT OWNERSHIP MAY CHANGE HOW YOUR FUNDS ARE PAID IF YOU DIE, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.

If your account is a type listed under "Personal Accounts" in our product information, you agree not to use it for business purposes. Ownership of your account is determined by the most current signature card. However, we are authorized to rely on the account ownership information contained in our deposit system unless we are notified that the most current signature card and the deposit system contain different information.

i. Solely owned account

When only one individual is listed as the owner of an account, we will treat the account as a solely owned account.

ii. Joint accounts

When two or more people are listed as owners of a personal account, the account is a "joint account" and each owner is a "joint owner."

If your joint account becomes overdrawn, you're liable for the full amount of the overdraft, whether you initiated or benefited from the item(s) that caused the overdraft.

If one joint owner requests that we not pay items authorized by a different joint owner, we may restrict the account and refuse to pay all items (including items authorized by the owner making the request), but we are not required to do so. If we restrict the account, we may not release the restriction unless all joint owners agree in writing to remove it. No request to restrict the account will affect items that we paid before the request. If we decide not to restrict the account, all joint owners remain responsible for items subtracted from the account.

Any joint owner may close the account. We may choose whether or not to act upon other instructions of any joint owners, including adding an additional owner to the account, without the signature of the other joint owners. We may also pay all or any part of the funds in the account to a court or government agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners.

a. Joint account with rights of survivorship

If a joint account has rights of survivorship, and one joint owner dies, the account will be paid to the surviving joint owners. The estate of the deceased owner will have no rights to the account. If there is more than one surviving joint owners, the account will continue as a joint account with rights of survivorship among the remaining owners. If an account is designated "JAWROS" or "JTWROS," it has rights of survivorship.

b. Joint account with no right of survivorship (also called "tenants in common")

If a joint account does not have rights of survivorship, and one joint owner dies, that owner's interest passes to the owner's estate. Either the surviving joint owners or the deceased owner's estate may withdraw the funds at any time, and we have no responsibility for determining the respective interests of the owners. If an account is designated "Tenants in common" or "JTIC," it does not have rights of survivorship.

c. When survivorship rights apply

Except as otherwise stated in this paragraph, a joint account has rights of survivorship unless you clearly indicate on the signature card and in the account title that the account is created without these rights. Accounts in Louisiana do not have rights of survivorship. Accounts in Texas do not have rights of survivorship unless you clearly indicate on the signature card and in the account title that the account is created with these rights.

If a joint account also contains a "payable on death" or "in trust for" designation, the account always includes a right of survivorship and is payable to the beneficiary only upon the death of the last surviving owner, except as stated in paragraph d. below.

d. Marital account (WI only)

If one owner of a marital account dies, the survivor is entitled to 50% of the account funds and the estate of the deceased is entitled to the other 50%. If a marital account contains a POD designation, the POD beneficiary is entitled to the deceased spouse's 50% share. However, we have no responsibility to determine the respective interests of the owner and the POD beneficiary.

e. Tenants by the entirety (FL only)

A Florida joint account owned solely by two spouses is a "tenants by the entirety" account unless the signature card indicates otherwise. We are not required to determine whether an account is a tenants by the entirety account before responding to a garnishment or other legal process. We may assert our right of setoff or security interest in a tenants by the entirety account in order to collect debts of either owner.

iii. "Payable on death" account

If you establish your account "payable on death" to one or more beneficiaries, the account is a "POD" account. If we receive proof you've died, we will pay the balance of the account to the beneficiary or beneficiaries you designate. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We do not offer POD accounts in all states.

iv. "In trust for" (informal trust) account

If you establish your account as "in trust for" ("ITF") or as trustee for one or more beneficiaries without presenting formal trust documents, we may treat the account as a "Totten Trust," "informal trust," or "ITF" account. If we receive proof you've died, we will pay the balance of the account to the beneficiary or beneficiaries you designate. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We do not offer ITF accounts in all states.

v. Convenience account

If you have a "convenience" account, you are its sole owner, but you authorize an additional signer to write checks or authorize other items. You are solely responsible for the actions of the additional signer.

vi. Powers of attorney

If you wish to designate an agent under a power of attorney, you must do it in a form we deem acceptable. We may refuse to honor any power of attorney presented to us, or refuse to recognize a successor agent, even if the successor agent is named in a power of attorney that we have previously honored, unless state law requires otherwise. In addition, we may refuse to follow an agent's instruction to make the agent a joint owner or a POD or ITF beneficiary of an account, but we have no liability to anyone if we do so. We may rely on a power of attorney until we receive written notice that it has been revoked either from you or as a matter of law (for example, by your death).

vii. Uniform Transfers to Minors Act/Uniform Gifts to Minors Act account

If you're the custodian of an account under a state's Uniform Transfers/ Gifts to Minors Act, you can't pledge it as collateral for a personal loan to you, or cash checks against it.

viii. Representative payee/VA custodian account

If you open an account as a "representative payee" for someone who receives Social Security payments, or a legal custodian, spouse payee, or other custodian for someone who receives Veterans Administration payments, you agree not to permit any deposits in the account other than the designated payments. However, we are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the account are for the support of the person for whose benefit the funds are paid. This person is called the beneficiary. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the account. If the government demands that we return deposits made after the beneficiary's death and the account does not have enough funds to pay the demand, we may take the funds from any account you or the beneficiary owns.

ix. Other fiduciary accounts

If you open an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to require any documents we reasonably request to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you as the trustee, executor, guardian, or conservator, or to the beneficial owners of the account.

2. Business accounts

If your account is a type listed under "Business Accounts" in our product information, you agree to use it for business purposes.

If our records list a business organization as the owner of an account, the account is payable to the business organization and not to any individual director, shareholder, member, or partner. A "business organization" means a corporation, unincorporated association, limited liability company, partnership (including a limited partnership, limited liability partnership, or joint venture), or any other business or non-profit organization. We may rely on the accuracy and completeness of all resolutions, signature cards, and other documents you deliver to us in connection with the account. If the resolutions, signature cards, or other documents you deliver state that a person is authorized to sign checks or otherwise initiate transactions on your account, that person is called a "signer."

If the account owner is a "sole proprietorship," that means that a single person conducts the business as his or her own property, instead of through a business organization. A sole proprietor may also designate signers by appropriate documents. We may in some states allow a married couple to open an account as a sole proprietorship.

If you change your form of ownership or authorized signers, you must notify us when the change occurs.

A signer is authorized to endorse checks payable to the business. Endorsements "for deposit" may be written or stamped. An eligible signer is also authorized to sign checks drawn against your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check.

An eligible signer is authorized to instruct us to close accounts or do anything else involving any account, and to sign any agreements or documents relating to accounts or other business.

We may, although we are not required to, cash checks payable to – or accept "less cash" deposits from – a business organization.

3. Linked accounts

We will let you, at our discretion, link many checking accounts to other accounts you have with us or our affiliates. Linked accounts may help you avoid some fees and get higher interest rates. An account may only

be linked to one checking account for avoiding fees and getting higher interest rates. Refer to your product information to determine what accounts are eligible to be linked and what the benefits are from linking accounts.

We may automatically link accounts. If we don't, you may ask to have your accounts linked. You agree that information regarding your account may be made available to any other owner or signer on any of the accounts you have linked.

If you choose to link your personal or business accounts to other personal or business accounts for which you serve as trustee or custodian (fiduciary), your personal account may receive a financial benefit, which could be a violation of your fiduciary duties. We are not responsible for your decision to link fiduciary and personal accounts. You should carefully consider this decision and consult with your legal advisor if necessary.

4. Combined statements

Checking, savings, and CD accounts with at least one common owner may be combined on a single statement, either automatically or at your request. If accounts are included on a combined statement and you don't want that, notify us and we'll separate the statements.

Linked accounts do not have to be on a combined statement to receive the benefits of linking, and combining accounts on a single statement does not mean that the accounts are linked.

You agree that information regarding your account may be made available to any other owner on any of the accounts included on a combined statement.

G. Interest on Checking and Savings Accounts

When you open a checking or savings account that pays interest, we will provide you a rate sheet stating the current interest rate and Annual Percentage Yield for your account. The rate sheet is considered a part of this agreement.

Your account has a variable interest rate. That means we may change the interest rate and Annual Percentage Yield as often as we choose, without limits and without notice. Interest begins to accrue on the business day we receive credit for your deposit. For cash and electronic transfers, interest begins to accrue on the business day of your deposit.

We use the daily balance method for calculating interest. This method applies a daily periodic rate to the balance in your account each day, which may be based on collected or ledger balances as set forth in the product information for your account. The collected balance is the balance of all deposits in your account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for non-cash items). The ledger balance is the balance in your account without regard to credit or availability. We reserve the right not to pay interest on any deposited item that is returned to us unpaid.

Interest is credited and compounded monthly. However, Chase Retirement Money Market accounts with interest distributions will not compound, and interest will be credited on the distribution date. Unless otherwise stated in your product disclosure, interest is computed on a 365-day basis. We pay interest only in whole cents. Therefore, at the end of each interest payment period (usually monthly), any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent.

H. Closing Your Account

Either you or we may close your account (other than a CD) at any time for any reason or no reason. If you close your account, you may be charged an Account Closing fee. We may automatically close your account if the account balance is $0 or negative. Any closed account may be automatically reopened if we receive a deposit to the account. Either you or we may close your CD account on any maturity date without cause.

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

I. 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.

If you give us your cell phone number as a contact number for your accounts, you agree that we may send messages to that number via text or by calling it, including autodialed or prerecorded calls.

Communications may be sent electronically, such as e-mail or text messages, rather than via U.S. mail or other means, unless the law says otherwise.

2. Adverse claims

We may (but are not required to) restrict or close your account if there are conflicting instructions or there is an account dispute. We may place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

3. Restricting your account

We may restrict your account if it's involved in any legal or administrative proceeding or if we reasonably believe that doing so is necessary to avoid a loss.

4. No waiver

If we fail to exercise any right, that failure will not waive that right or any other right, and we may still enforce all of our rights in the future.

5. Changes to the agreement

We may change the terms of this agreement, including any fees and features of your account, at any time. We will tell you about changes at least 30 calendar days in advance. However, unless the law requires us to send you notice in a different way, the notice may direct you to a branch or our website for the content of any changes or a copy of the revised agreement. For automatically renewable CDs, we will tell you before the renewal date and changes will be effective on the renewal date. You agree that notice of these changes may be provided to any joint owner. By maintaining your account after the effective date of any change, you agree to the change. We are not required to send you notice of interest rate and Annual Percentage Yield changes for variable rate accounts or notice of changes in document printing fees.

This agreement may be changed or terminated without notice if necessary to comply with any appropriate federal or state law or regulation.

6. 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. Your account is considered located in the following state:

- If you opened your account in person, the U.S. state where you opened the account;
- If you opened your account by mail, internet, or other remote means and you resided in a U.S. state where we had branch offices at that time, the state where you resided; or
- If you opened your account by mail, internet, or other remote means and you did not reside in a U.S. state where we had offices at that time, Ohio.

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 in following your instructions. In addition, we will not be liable for not following 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. **WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

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

7. Sub-accounts

For accounting purposes, all checking accounts consist of two sub-accounts: i) a transaction sub-account where all deposits, withdrawals, and fees are posted, and ii) a holding sub-account, where available balances above a certain level are transferred daily. Funds will be retransferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, earning interest, access and information, tax reporting, fees, etc.

8. Research, legal process and requests for information

If we receive any legal process relating to you or your account, 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 charge your account 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 relating to your account from a governmental entity or arbitration panel, 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.

9. Permitted time for filing a lawsuit

You must file any lawsuit or arbitration against us within 2 years after the cause of action arises, unless 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, as described in Section E.2 above. 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 2 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 have been 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. Any action against us on an automatically renewable CD must be brought within the time that the law requires us to preserve records based on the stated maturity date in the most recent record of the CD.

10. Location of legal proceedings

If you file any lawsuit or other legal proceeding against us that's connected in any way to your accounts or services, you agree to do so in an appropriate court in the state where your account is located (see section I.6 above). In addition, if we file any lawsuit or legal proceeding that is connected in any way to your accounts or services, you consent to jurisdiction and venue in an appropriate court in the state where your account is located. If either party chooses to have disputes determined under the section entitled "Arbitration," that section rather than this section governs the process and location of the arbitration proceedings.

11. 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 rate of interest the account earned during that period unless state law requires a different rate. If the account is not interest-bearing, the rate will be the lowest generally available rate for a personal interest-bearing checking account.

12. Arbitration

You and we agree that upon the election of either of us, any dispute relating in any way to your 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 ON 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 deposit account, transactions involving your deposit account, safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account 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 agreement as "Claims."

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

Can I (the 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 opening your account (or within 60 days of the effective date of this agreement, if your account was already open). 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 account 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, "you" includes any person who is listed on your account, and "we" includes JPMorgan Chase Bank, N.A., all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your 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 (the customer) file an arbitration claim?

Rules and forms may be obtained from, and Claims may be filed with, JAMS at 620 Eighth Avenue, 34th Floor, New York, New York 10018, or jamsadr.com; or the AAA at 335 Madison Avenue, Floor 10, New York, New York 10017, or 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.

13. 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 grant a security interest in, transfer, or assign your account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we won't be considered to have "knowledge" of it, until we consent and the assignment is noted 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 account is subject to our setoff rights.

14. Authorization to share information

You authorize us to share information about you and your 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.

15. 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.

16. Illegal activities

You will not use your account to conduct transactions relating to unlawful internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal or suspicious activity.

17. Inactive and unclaimed accounts

Each state has laws that govern when accounts are considered inactive or unclaimed, and when we're required to send a customer's funds to the state. We encourage you to make sure your accounts remain active so you receive regular statements, have the full use of your accounts, and avoid the potential of having your funds transferred to the state as unclaimed property. We'll send you a letter in advance if your funds may be transferred to the state as unclaimed property.

18. Personal information at account opening

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account.

- When you open a personal account, we will ask for your name, residential address, date of birth, and Social Security number, which will allow us to verify your identity. We may also ask to see your driver's license and other identifying documents, or ask other questions to verify your identity.
- When you open a business account, we'll ask for your business name, taxpayer identification number, and business address so we can verify your business. We'll also ask for your name, residential address, date of birth and Social Security number, so we can verify your identity. We may also ask for documents to verify the business's existence.

We may also obtain additional information to comply with "Know Your Customer" requirements or to offer you additional products and services.

19. 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 account, are only provided in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version will apply to your accounts and is available upon request.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks, with a reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are your rights as a consumer regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, Insufficient Funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do you make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the phone numbers listed on the back cover.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- The following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

ELECTRONIC FUNDS TRANSFER SERVICE TERMS

We provide a variety of electronic funds transfer (EFT) deposit account services. These include all transfers resulting from debit cards, ATM cards, electronic payments, credits and transfers, telephone transfers, and online banking transactions. We may issue you an access device, such as a card, code, or other means of accessing your account to initiate EFTs. Our business days for conducting EFT services are all days except Saturdays, Sundays, and federal holidays.

A. TYPES OF EFT SERVICES

1. ATM and Debit Cards. As a condition of opening certain checking accounts, you agree that we may automatically issue you a Chase debit card. However, activating the debit card is not required to keep your checking account open. If you do not select a personal identification number (PIN) when you open your account, we will send you a randomly generated four-digit PIN. We may deactivate any temporary ATM card when you activate your debit card.

You can use your ATM card or debit card (either is called a "Card") as follows:

At ATMs to:

- Withdraw cash;
- Transfer funds;
- Find out balances;
- Make deposits;*
- Make payments to qualifying Chase credit cards and loans;*
- Obtain a copy of recent account activity.*

Please note: Services marked with an asterisk (*) are only available at Chase-branded ATMs, and all services may not be available at all Chase-branded ATMs. Services are available only for designated accounts linked to your Card. When linking multiple accounts to your Card, one checking account and one savings account will be designated as primary.

We also offer a Deposit-only Business ATM Card that can be used only to make deposits to your designated checking and savings accounts.

A non-Chase ATM may only be used if in a participating network, and on those networks your primary checking and savings accounts are accessible, and other linked accounts may be accessible. Outside the U.S., only your primary checking account is generally accessible. We may charge a Non-Chase ATM fee, and non-Chase ATMs may impose an additional charge. If you have questions regarding whether a certain ATM or EFT network will process a transaction, call or write us.

At participating merchants to:

- Purchase goods and services. Purchases are subtracted from your primary checking account. If you have arranged with your merchant to pay for your purchases via periodic payments, you must notify the merchant if your card number or expiration date has changed or your Card or account is closed. In addition, we may provide the merchant or the participating network your new account number or expiration date (or both).
- Withdraw cash from your primary checking account while making a purchase of goods or services if permitted by the merchant.

At participating financial institutions to:

- Obtain a teller cash withdrawal. Withdrawals are subtracted from your primary checking account. You will be charged a Non-ATM Cash fee.

2. Payments, Credits, and Transfers. You can send or receive electronic transfers from or to your accounts. We may do this by ACH (as a member of a national or local automated clearinghouse association) or other similar networks. Electronic transfers may take various forms, such as:

- Automatic electronic deposits to your account, such as payroll or benefits payments;
- Automatic one-time or repeating charges to your account for bill payments, sent by a merchant or other payee with your authorization. The merchant or payee may ask you for bank number and account information from your check or a canceled check to create these orders;

- A "check conversion" transfer, where a merchant or other payee uses a check that you have written to create an electronic transfer from your account. The merchant may either keep the check you wrote or return it to you.

3. Online Banking and Mobile Banking. You may use online banking or Mobile Banking to view your account information, make deposits, transfer funds between your Chase accounts, pay qualifying Chase loans or credit cards, or make payments from your checking account to third parties. Enroll for these services on our website, www.chase.com. You must agree to the additional disclosures and specific terms for using the online banking services provided when you enroll.

4. Telephone Banking. You may use our automated customer service system or speak to a telephone banker to get your account information, transfer funds between your accounts with us, or pay qualifying Chase loans or credit cards. You must have a valid deposit or loan account and a valid password or PIN to use the automated system. Business account holders may also use a valid taxpayer identification number (TIN).

5. Overdraft Protection Transfers. Transfers to and from your accounts for Overdraft Protection are also subject to these terms.

B. IMPORTANT INFORMATION AND AGREEMENTS ABOUT YOUR ATM OR DEBIT CARD

1. Authorizations. Most merchants ask us to authorize your purchase. We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants (such as "pay at the pump" for fuel) request authorization for an amount that is unrelated to the actual amount of the purchase.

2. Holds. When we give authorization to a merchant, we will reserve or place a hold on funds in your account, generally for 3 business days, to pay for your purchase. However, for some types of purchases we may place a hold for a longer period. There are times – for example, at restaurants or for gas purchases, car rentals or hotels – 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 even after your purchase amount is paid from your account. The purchase amount will be paid from your account whenever the merchant sends it to us, even if that is after the hold has expired.

3. Overdrafts. For personal accounts, unless you have notified us that you DO want us to pay debit card overdrafts at our discretion, we generally won't authorize a non-repeating ("everyday") debit card transaction if your available account balance isn't enough to pay that transaction. If a transaction overdraws your account, we will assess fees described in the General Account Terms and the fee schedule.

We will charge a fee for any item presented on a business day when your account is overdrawn, whether we pay the item or not. If we pay it, we will charge an Insufficient Funds fee. If we return it, we will charge a Returned Item fee. For personal accounts, we will only charge an Insufficient Funds fee for an everyday debit card transaction if you have notified us to pay debit card overdrafts. For business accounts, we will charge an Insufficient Funds fee for an everyday debit card transaction unless you have notified us not to pay debit card overdrafts.

4. Returning or Canceling Your Card. You must return the Card if we request that you do so. We may cancel your Card at any time without notice. You may cancel your Card by calling us. If you do, please destroy the Card.

5. 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 is potentially fraudulent, suspicious, or illegal activity on your account.

6. Foreign Exchange Transactions. The exchange rate applied to Card transactions that occur in a different currency will be either:

- a rate selected by the network that processes the transaction from the range of rates available in wholesale currency markets for the date it processes the transaction (this rate may be different than the rate the network receives); or

- the government-mandated rate in effect for the date the network processes the transaction.

This exchange rate may differ from the rate on 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.

7. Debit or Credit? A merchant may ask you if your debit card purchase is "Debit or Credit." You have two choices. In both instances your purchase will be subtracted directly from your checking account.

- **If you choose debit:** Select "Debit" or "ATM," and you must enter your PIN.
- **If you choose credit:** Select "Credit" and sign the receipt if required. For some small dollar purchases and when you pay at the gas pump, you may not need to provide a signature.

8. ATM Safety and Safeguarding Your Account Information

Be safe at ATMs – Your safety is our chief concern. We advise you to always use common sense and be aware of your surroundings before, during and after any ATM use. Here are some additional tips:

- Choose an ATM that is well lit.
- If an ATM looks unusual or altered, don't use it. 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, so others can't see your PIN or the transaction amount.
- As soon as your transaction is complete, remember to 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 from an ATM, go to a busy area and immediately contact the police.

Keep your debit or ATM Card PIN confidential – Never give your PIN to anyone, don't write it down anywhere, and avoid carrying it with you. In addition, to keep your Card information safe, you should do the following:

- Change your PIN from time to time and choose a PIN that others can't easily figure out. For example, don't use your birthday or telephone number.
- To change your PIN (or if you forget your PIN), visit any branch.
- 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.

Report a lost or stolen Card immediately – You must 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 accounts, there are daily dollar limits for ATM withdrawals and Card purchases, even if your available balance is higher than the daily dollar limit. However, we may allow transactions that exceed your limit. Your Card limits were provided to you when you received your Card. We may change your limits, and will notify you if we do so. If you don't know your limits or would like to change these limits, please call us. If we suspect fraud on your account, we may temporarily lower your limits without notice.
- Withdrawals from your savings account are limited. For further information, see the section entitled "Limits on savings account withdrawals" in the General Account Terms.
- Card access to your account will be suspended if we consider your account to be inactive or dormant, and may be suspended if we suspect that your Card may have fraudulent activity or for any other reason where we believe there is a risk to you or us.

D. RECEIPTS AND STATEMENTS

You will receive or have the option to receive a receipt at ATMs and merchant locations each time you make a transaction, except for certain small dollar transactions.

You will receive monthly statements if you have an electronic funds transfer in that month. If you do not, you will receive at least quarterly statements, unless your account is considered inactive.

If you receive direct deposits to your account, you can use online banking or an ATM, or call us at the telephone number on the back cover to determine if the deposit has been made.

E. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Call or write us at the telephone number or address on the back cover if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt.

For personal accounts only, the following procedures apply:

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

- Your name and account number;
- A description of the error or the transfer you are unsure about, and an explanation why you believe it is an error or want more information;
- The dollar 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 account 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 your account was opened less than 30 days prior to the date of the suspected error, the 10-business-day period is extended to 20 business days. If your account was opened less than 30 days prior to 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 account.

We will tell you the results within 3 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.

For business accounts, our practice is to follow the procedures described above, but we are not legally required to do so.

F. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not complete a transaction from your personal account on time or in the correct amount, we will be liable for your losses or damages. But there are exceptions. For example, we will not be responsible if:

- Due to no fault of ours, your account does not have sufficient funds to make the transaction;
- The ATM where you are making a withdrawal does not have enough cash;
- The ATM was not working properly and you knew about the breakdown when you started the transaction;
- Circumstances beyond our control (such as fire or flood) prevent the transaction and we took reasonable precautions;
- For preauthorized credits, third party data was not received, is incomplete or erroneous, or if the recipient is deceased;
- We consider your account to be inactive or dormant.

We are not liable for failure to complete a transaction on a business account if we send you notice that the transaction was not completed.

G. STOP PAYMENT FOR PREAUTHORIZED (REPEATING) TRANSFERS

If you have arranged, in advance, to make repeating payments out of your personal account, you can stop any of those payments.

1. Call or write us at the telephone number or address listed on the back cover in time for us to receive your request three or more business days before the payment is scheduled to be made. (Note: If the

preauthorized transfer was scheduled through our online banking services, see your Online Service Agreement or call Online Banking Customer Service at the telephone number on the back cover for information on stopping payments that are pending or in process.)

2. You must give us the exact account number and the exact amount of the payment. You also must notify the payee that you have withdrawn your authorization for the repeating electronic payments.

3. A Stop Payment fee will apply.

If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose to get this notice 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.

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 ACCOUNT INFORMATION TO THIRD PARTIES

Information about your account or the transfers 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.

Our Privacy Notice was delivered to you at the time your account was opened. It is also available on www.chase.com.

I. NOTICE OF YOUR RIGHTS AND LIABILITIES

For personal accounts only:

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 $50.00 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 the unauthorized transactions if you had told us, you could lose as much as $500.00. If your statement shows electronic funds transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was sent 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):

If your Card is lost or stolen, or your Card number is used without your authorization, if you notify us promptly, you are not liable for any unauthorized transactions, including transactions made at merchants, over the telephone, at ATMs, or on the Internet.

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.

For business accounts only: You agree

1. To assist us in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by us;

2. To notify us promptly in writing of any user of a Card who is no longer employed by you or authorized to conduct business on your behalf;

3. That by allowing anyone to use your Card, you will be responsible for all authorized and unauthorized transactions made;

4. That all of the provisions of the Deposit Account Agreement, including liability limitations and requirements that you give us prompt notice of unauthorized items, apply to your EFT services.

J. FEES

Fees for all EFT services are disclosed in our fee schedule and product information.

K. SERVICES NOT COVERED BY THIS PART; SEPARATE AGREEMENTS

For personal accounts, EFT services described in these Electronic Funds Transfer Service Terms do not include wire transfers or other transactions that are not covered by Federal Reserve Board Regulation E.

For business accounts, wire transfers and other services not specifically described in this disclosure are governed by the General Account Terms or by separate agreements.

ACCOUNT ALERTS AND CHASE MOBILE®

If you receive or otherwise use Account Alerts or Chase Mobile, you agree to the following terms. If you are enrolled in online banking, the terms of the Online Service Agreement control the terms of these services instead.

- We may use a telephone number, e-mail address, or other delivery location we have in our records for you or such other contact information as you may provide to us for these services so we can send you certain information about your account.
- We will send Account Alerts or Chase Mobile messages through your communication 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.
- There is no charge from Chase for the Account Alerts or Chase Mobile, but **message and data rates may apply. Such charges include those from your communication service provider.** Message frequency depends on user preferences. **To cancel the Chase Mobile text messaging services, send STOP to 24273 at any time.** For help or information on the Chase Mobile text messaging services, send HELP to 24273. For assistance with these services, contact customer service at 1-877-242-7372.
- Account Alerts and Chase Mobile are provided for your convenience and do not replace your monthly account statements, which are the official records of your accounts. Anytime you review your balance, keep in mind it may not reflect all transactions, including recent debit card transactions or checks you have written.
- 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 account activity or the status of your account. For phone Account Alerts, information may be delivered to voicemail or answering machines if nobody answers the phone.

You understand we are not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, Account Alerts or the account information sent through Chase Mobile. You have to have an eligible account to activate and use the Chase Mobile text messaging service; once it is activated, you may have access to other types of accounts as well.

If we suffer a loss, cost, or expense because you provide an incorrect telephone number, e-mail address or other delivery location or you violate applicable laws, you have to pay that amount to us.

FUNDS AVAILABILITY POLICY

General Policy:

For all accounts other than Access Checking and Commercial Checking (with or without Interest): Wire transfers, electronic direct deposits, and cash deposits made with a banker or at an ATM will be available on 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. Available funds may be withdrawn in cash or used to pay checks and other items.

For Access Checking and Commercial Checking (with or without Interest):

Same-day availability: Wire transfers, electronic direct deposits, and cash deposits made with a banker or at an ATM will be available on the day we receive your deposit.

Next business day availability: Funds from the following deposits are available on the first business day after the day we receive your deposit:

- U.S. Treasury checks that are payable to you;
- Checks drawn on us.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day we receive your deposit:

- State and local government checks that are payable to you, if you use a special deposit slip available at any branch upon request;
- Cashier's, certified, and teller's checks that are payable to you, if you use a special deposit slip available at any branch upon request;
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders that are payable to you.

Second business day availability: Funds from all other deposits are available no later than the second business day after the day we receive your deposit. Available funds may be withdrawn in cash or used to pay checks 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 times 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 at most ATMs, the cutoff time is 11 p.m. Eastern time. For ATMs with an earlier cutoff, the ATM screen will notify you of the cutoff time. For all ATM transfers between accounts, the cutoff time will be determined by where your account is located, regardless of the location of the ATM, as follows:

State Where Account Is Located	Cutoff Time (all p.m.)
CT, FL, GA, IN, KY, MI, OH, NJ, NY, WV	9:00 ET
IL, LA, OK, TX, WI	9:00 CT
AZ	9:00 MST (when Daylight Savings Time is in effect, 8:00 MST)
CO, ID, UT	9:00 MT
CA, NV, OR, WA	8:00 PT

- Deposits placed in a night depository are considered received when we remove them from the night depository. We will remove deposits not 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 as of the date such deposit is received by that facility.

Longer Delays May Apply:

For all accounts other than Access Checking or Commercial Checking (with or without Interest): 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 may still result in delayed availability.

For all accounts: 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 computer equipment.

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. However, at least the first $200 of these deposits will be available on the first business day after the day of your deposit.

If your deposit is not made directly to one of our employees, we will mail you the notice by the business day after we receive your deposit. If we decide to delay availability of your funds after you complete your deposit, we will mail you the notice by the business day after we decide to take that action.

Special Rules for New Accounts:

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

- Funds from deposits of the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, 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 ninth 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 15th 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 in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

CHASE

Rev. October 2011

FACTS	WHAT DOES CHASE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and income ▪ account balances and transaction history ▪ credit history and payment history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Chase chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chase Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No

For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your credit worthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non affiliates to market to you	Yes	Yes

To limit our sharing	▪ Call 1-888-868-8618 - our menu will prompt you through your choice(s) **or** ▪ Visit us online: **chase.com** **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 1-888-868-8618

Who we are	
Who is providing this notice?	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	
How does Chase protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to get your information only when they need it to do their work, and we require companies that work for us to protect your information.
How does Chase collect my personal information?	We collect your personal information, for example, when you ▪ open an account or make deposits or withdrawals from your account ▪ pay your bills or apply for a loan ▪ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for non affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and non financial companies. ▪ *Our affiliates include companies with a Chase or JPMorgan name and financial companies such as J.P. Morgan Securities LLC.*
Non affiliates	Companies not related by common ownership or control. They can be financial and non financial companies. ▪ *Non affiliates we share with can include companies such as retailers, auto dealers, auto makers and membership clubs*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include categories of companies such as insurance companies*

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, 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: 702-486-3132; email BCPINFO@ag.state.nv.us

CA: Accounts with a California mailing address are automatically treated as if they have limited the sharing with non affiliates 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 Paymentech Solutions, LLC
Chase Insurance Agency, Inc.
Chase Bank USA, N.A.
Chase Bankcard Services, Inc.
Chase Investment Services Corp.
J.P. Morgan Securities LLC.

Separate polices may apply to customers of certain businesses, such as J.P.Morgan's Private Bank or Private Wealth Management.

HOW TO CONTACT US

Personal Accounts:	Main phone number: 1-800-935-9935 Spanish: 1-877-31CHASE (1-877-312-4273)
Business Accounts:	Main phone number: 1-800-CHASE38 (1-800-242-7338) Spanish: 1-888-622-4273
Deaf and Hard of Hearing:	Operator relay calls: 1-800-CHASETD (1-800-242-7383) and all other Chase numbers Direct TDD/TTY calls: 1-800-CHASETD (1-800-242-7383)
International Calls:	1-713-262-1679
Web Site:	Chase.com
Addresses:	JPMorgan Chase Bank, N.A. P.O. Box 659754 San Antonio, TX 78265-9754.

If you believe your debit card has been lost or stolen, or for information about purchase and ATM transactions, call us at the telephone numbers listed here or write:

Chase
Regulation E, TX1-2551
Card and ATM Operations
P.O. Box 620002
Dallas, TX 75262-9802

In case of errors or questions about your electronic funds transfers (EFT): 1-866-564-2262.

CHASE

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EQUAL HOUSING LENDER

10% Post-Consumer Fiber