

## **J.P. Morgan SE - Luxembourg Branch**

### **Payment Initiation Services Terms and Conditions**

#### **1. Terms and Conditions**

These terms and conditions ("**Terms**") apply to your use of our Service (as described below) and form part of the agreement between you and us, J.P. Morgan S.E. - Luxembourg Branch, the Luxembourg branch of J.P. Morgan SE. ("**We**", "**Us**" or the "**Bank**"). J.P. Morgan SE is a European Company (Societas Europaea) organized under the laws of Germany, having its registered office at Taunustor 1 (TaunusTurm), 60310 Frankfurt am Main, Germany and is registered with the commercial register of the local court of Frankfurt. It is a credit institution supervised subject to direct prudential supervision by the European Central Bank ("ECB"), the German Federal Financial Services Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, "BaFin") and Deutsche Bundesbank, the German Central Bank. J.P. Morgan SE - Luxembourg Branch has its registered address at 6, route de Trèves, L-2633 Senningerberg, Luxembourg, is registered with the Luxembourg Trade and Companies Register under number B255938 and is subject to the supervision of the aforementioned home State supervisory authorities as well as local supervision by the Commission de Surveillance du Secteur Financier (CSSF) pursuant to the law of 5 April 1993 on the financial sector, as amended (the "**LFS**"). Additional terms apply if you are located in a country listed in the "[Country Schedules](#)" section below

#### **2. Service**

You can use us to initiate an online payment directly from your online payment account held with a third party provider ("**Payment Account**") (payment initiation service). We will send the payment order to your online bank or payment account provider ("**Payment Account Provider**") for execution, receive information from your Payment Account Provider regarding whether the payment order has been accepted and (where relevant) pass this information on to the Recipient (the "**Service**").

You are a client of a customer of the Bank (the "**Customer**"). The Service is limited to allowing you to initiate a payment in favour of the Customer. The Customer shall be the Recipient for the purpose of these Terms.

These Terms govern a single payment transaction and are not meant to constitute a framework contract within the meaning of EU Directive 2015/2366 on payment services (PSD 2)

#### **3. Payment order**

You will authenticate yourself (at the time you consent to the Service and issue an order) so that your Payment Account Provider knows that you consent to us providing you payment initiation services and issue a payment order.

You are solely responsible for the accuracy of the payment order

The Payment Account Provider is solely responsible for execution of the payment order validly initiated via us. As a result, the Payment Account Provider's arrangements regarding e.g. execution time, cut-off times, etc. will apply.

#### **4. Explicit Consent**

Your confirmation of the payment order will be taken as your explicit consent for us to send the payment order to your Payment Account Provider for execution, to receive information from your Payment Account Provider regarding whether the payment order has been accepted and (where relevant) to pass this information on to the Recipient.

## 5. Security details and availability of the Service

You must take all reasonable steps to keep any security details and your devices safe and you undertake that you will not disclose them or allow them to be used by anyone else.

We may at any time suspend, restrict or end the use and availability of the Services or any part of them, including but not limited to in the following cases:

- (a) we reasonably believe that security has been compromised;
- (b) we reasonably suspect fraud;
- (c) we need to do so to comply with the law of any jurisdiction or with a request of a local or foreign authority (including but not limited to supervisory and judicial authorities);
- (d) you have not satisfied any obligation you have under these Terms; or
- (e) if your payment order contains any factual error, in particular, an incomplete or imprecise unique identifier / account number.

## 6. Revocation of payment order

If the payment order relates to a transaction that is to be executed by your Payment Account Provider immediately, you will not be able to cancel the payment order once you have provided your confirmation and consent to us or your Payment Account Provider.

## 7. Language and communication

These Terms are in English and all communications with you will be in English.

You may communicate with the Bank using the following e-mail address: [tpp.support@jpmorgan.com](mailto:tpp.support@jpmorgan.com).

## 8. Information

You undertake to provide without delay to the Bank any information and documents relating to you requested by the Bank, amongst others to enable the Bank to comply with its legal duties relating to customer due diligence under anti-money laundering and counter-terrorist financing laws and regulations.

You represent and warrant that:

- you are the beneficial owner of the payment transaction undertaken; and
- you are acting on your own behalf and not on behalf of any other person.

## 9. Unauthorized transaction

If you suspect that an incorrect or unauthorised payment has been made using our payment initiation services you must contact us as soon as possible by [tpp.support@jpmorgan.com](mailto:tpp.support@jpmorgan.com)

## 10. Stopping of order / transaction

The Bank reserves the right to stop the use of any means or method to give or issue any payment orders, amongst others on reasonable grounds relating to security or the suspicion of unauthorised or fraudulent orders.

The Bank also reserves the right to refuse any payment orders which do not satisfy all the relevant conditions as set out in the Terms or in other documents or the execution of which would be unlawful or otherwise contravene any applicable law or regulations, and the Bank shall not be liable to you for any such refusal. This is without prejudice of any potential rights of the Payment Account Provider to refuse to execute a transaction.

## 11. Refunds

You may be entitled to a refund (or rectification) for unauthorized or incorrect or unauthorised payment transactions from your Payment Account Provider provided that you notify them of the incorrect or unauthorised payment without delay and in any event no later than 13 months after the date of the relevant payment. You must contact your Payment Account Provider in the manner set out in the terms applicable to you Payment Account.

## 12. Limitation of liability and indemnity

The Bank shall not be liable for the initiation of valid payment orders. In particular, where the Bank has initiated a valid payment order which turns out to be incorrect or wrong due to errors introduced by you in particular in relation to accounts numbers (unique identifier), the Bank shall not be held liable.

The Bank shall not be liable to you for the correct execution of the Service, if it can prove to you (and where relevant, to any payee's payment services provider) that the payee's payment services provider received the payment within the appropriate time period.

The Bank shall not be liable to you for any:

- (a) delay or failure to perform its obligations under these Terms by reason of any cause beyond the Bank's reasonable control including but not limited to any action or inaction by you or any third party, any force majeure event, bank delay, technical failures including IT failures of either third party service providers used by the Bank or of the Bank, failure or delay of any electronic transmission, any accident, emergency, act of god, pandemics or any abnormal or unforeseeable circumstances;
- (b) consequential or indirect loss (such as loss of profits or opportunity) you may incur as a result of the Bank failing to perform its duties under these Terms; or
- (c) losses as a result of a requirement imposed on the Bank by domestic or foreign laws and regulations or orders, judgments of instructions by domestic or foreign public authorities including courts.

You are responsible for all liabilities, financial or otherwise, incurred by the Bank or a third party caused by or arising out of your breach of these Terms and your use of the Services. You agree to reimburse the Bank, or a third party for any and all such liability, to the extent not prohibited by applicable law.

Nothing in these Terms shall operate to exclude liability for fraud or gross negligence or for any liability that cannot be excluded or amended by law.

To the extent permitted by applicable law, the Bank is not liable, and you agree not to hold it responsible, for any damages or losses resulting directly or indirectly from:

- (d) your inability to use the Services for whatever reason;
- (e) delays or disruptions in the Services;
- (f) glitches, bugs, errors, or inaccuracies of any kind in the Services;
- (g) the content, actions, or inactions of third parties;

- (h) a suspension or other action taken with respect to the Services;
- (i) your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these Terms or the Bank's policies; or
- (j) illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data.

### 13. Confidentiality

You hereby mandate, authorise and instruct the Bank and its agents, employees, officers and directors and any entity qualifying as an affiliate, and on which behalf the Bank accepts such authorisation, mandate and instruction, to disclose, including by the use of communications and communication systems information in relation to: these Terms, any Services, any payment transaction, yourself, beneficiaries of payments or any transaction (the "**Information**" which shall include amongst others first name, surname, address, data and place of birth, nationality) to any persons set out as "Recipients" in Section 2 of the "[Confidentiality Schedule](#)", their respective employees or agents: (i) for any of the Purposes set out in Section 1 of the Confidentiality Schedule; (ii) or if the disclosure is permitted or required by law ((i) and (ii) jointly the "**Permitted Purposes**"), regardless of whether the disclosure is made in the country in which you reside, or in which a transaction or a Service is performed. You agree that requests, instructions, and information with respect to the Bank, any Service, yourself, or transactions to be disclosed in accordance with the Terms, may be transmitted across national boundaries and through networks, including networks owned and operated by third parties, in order for the Bank to perform its duties and to exercise its powers and rights hereunder. You agree that such Information may be provided to the persons set out as "Recipients" in Section 2 of the Confidentiality Schedule. You expressly waive any banking secrecy, professional secrecy or confidentiality rights in that respect, if applicable, and explicitly acknowledge that the information disclosed according to this Section may include customer confidential information within the meaning of and protected by Article 41 of the LFS.

The Bank agrees to take customary and reasonable measures to maintain the confidentiality of the Information.

Subject to applicable laws, processing of Information may be performed by any Bank affiliate or service provider, including affiliates, branches and units located in any country in which the Bank conducts business or has a service provider, as further set out in Section 3 of the Confidentiality Schedule. The Customer understands that such Recipient may be present in a jurisdiction outside of the Grand Duchy of Luxembourg. The Customer authorises the Bank to transfer Information to such affiliates, branches, units, and service providers at such locations as the Bank deems appropriate.

The Customer acknowledges that public authorities, agencies or other bodies or courts in a jurisdiction outside of the Grand Duchy of Luxembourg (including jurisdictions where the Recipients are established and hold or process such Information) may require and obtain access to the Information which may be held or processed in such a jurisdiction or access through automatic reporting, information exchange or otherwise pursuant to the laws and regulations in force in that jurisdiction.

The Bank shall inform the Recipients which hold or process the Information to do so only for the Permitted Purposes and in accordance with applicable law and that access to such Information within a Recipient is limited to those persons who need to know the Information for the Permitted Purposes.

The Customer may revoke such consent at any time, in which case the Bank will not be able to provide the Service to you.

### 14. Data Protection

The Bank, acting as data controller, may process information about you which may constitute personal data under the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of

the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**Personal Data**”). Further information about the Bank’s processing activities can be found in the Bank’s [“Third Party Provider Privacy Policy”](#).

The Bank’s TPP Privacy Policy sets out relevant information regarding: (a) the collection and creation of Personal Data by the Bank; (b) the categories of Personal Data processed; (c) the lawful basis for such processing; (d) the purposes of such processing; (e) the disclosure of Personal Data to third parties; (f) the international transfer of Personal Data; (g) the data security measures applied by the Bank; (h) Bank’s compliance with the principles of data accuracy, data retention and data minimisation; (i) the rights of Data Subjects; and (j) contact details for enquiries and the exercise of data protection rights. The Bank’s TPP Privacy Policy may be updated or revised from time to time.

## 15. **Recording and evidence**

You agree to the monitoring, recording and storage of electronic communications, including telephone and email communications and conversations. The purpose of these recordings is to provide proof, in the event of dispute, of a transaction as well as for ensuring compliance with the Bank’s legal and regulatory obligations and internal policies. The absence of recordings may not in any way be used against the Bank.

The validation of a payment order through the use of web system shall have the same value as your original signature and shall have the same value in evidence as an original written document.

You and the Bank expressly agree that, notwithstanding the provisions of Article 1341 of the Civil Code, the Bank is, whenever useful or necessary, entitled to prove its allegations by any means legally admissible in commercial matters.

Computerised records or other records effected by the Bank on the basis of original documents constitute prima facie evidence of the communications between the Bank and you and shall have the same value in evidence as an original written document.

## 16. **Complaints**

If you have a complaint about the Service, please tell us so that we can investigate the circumstances for you. Your complaints are to be sent to J.P. Morgan SE - Luxembourg Branch, attention. Operational Oversight, European Bank & Business Center, 6 Route de Trèves, Senningerberg, L-2633, Luxembourg, Fax No.: +352 462685 316, Email Address: [tpg.support@jpmorgan.com](mailto:tpg.support@jpmorgan.com). In any event, the complaints must clearly indicate your contact details and include a brief description of the reason for the complaint.

We will aim to deal quickly and fairly with any complaints you have about the Service in accordance with our obligations under applicable law. We shall deal with any complaints in accordance with our complaints procedure, which can be found under section [“Consumer Queries and Complaints Procedure”](#) in this document. The main features of this complaints handling procedure are as follows: the first step is for you to address your complaint to us via the contact channels mentioned in the previous paragraph. All complaints are received and coordinated centrally by our complaints handling team. The compliance department ensures the oversight over complaints handling and, if necessary, informs our management of the complaint. If you are not satisfied with the complaint handling, then as the second step, you can directly contact our management. An acknowledgement of receipt of the complaint will be sent to you within ten Business Days, unless a response to the complaint has already been sent to you in the meantime. Within one month of receipt of the complaint by us, you will receive a detailed written answer. In the case of specific circumstances or particular difficulties, the handling of a complaint may exceed one month; in this case, the reason for the delay and the date of the reply are communicated to you.

We may, however, direct you to your Payment Account Provider if your complaint relates to the services provided by them or to the Customer if your complaints relate to the product or service you have purchased.

If your complaint relates to the Service and we do not resolve or you do not receive an answer or a satisfactory answer within one month from the date on which the complaint was sent, you may refer it to the Commission de Surveillance du Secteur Financier 283, route d'Arlon, L-1150 Luxembourg, either online (via the following link: <https://reclamations.apps.cssf.lu/index.html?language=en> ); by post addressed to the CSSF, 283, route d'Arlon, L-2991 Luxembourg; or by email at the following address [reclamation@cssf.lu](mailto:reclamation@cssf.lu). The CSSF is competent to receive complaints from you and to act as an intermediary in order to seek an amicable settlement of these official complaints. The opening of the official complaints procedure is subject to the condition that the procedure and steps set out in the previous paragraph have been completed by you. You may contact the CSSF in respect of its official complaint and apply for the opening of an official complaints procedure. Further details about the CSSF in its capacity of dispute resolution body and relevant forms may be found at: <http://www.cssf.lu/en/consumer/complaints/>.

The right to directly bring claims in court will remain unaffected

We are not responsible for any complaints or disputes about transactions made using our payment initiation services. You should settle these with the person from whom you bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using the payment initiation services. Remember that once you have used a payment initiation service to make a purchase we cannot cancel or stop that payment transaction.

#### **17. Abnormal and unforeseeable consequences**

Without prejudice to any force majeure, neither the Bank nor you shall be liable for any loss, damage to the other for any contravention of any requirement imposed on the Bank by laws and regulations in relation to abnormal and unforeseeable circumstances beyond the relevant party's control, the consequences of which would have been unavoidable despite all efforts to the contrary; or such contravention or breach is due to its obligations under applicable law and regulations.

#### **18. Governing law and Jurisdiction**

These Terms are governed by Luxembourg law and are subject to the non-exclusive jurisdiction of the Courts of Luxembourg, Grand Duchy of Luxembourg.

## COUNTRY SCHEDULES

Additional country specific terms apply if you are located in one of the countries listed below. Please click on the applicable country flag to view the additional terms.



**Germany**



**Italy**



**Spain**

## CONFIDENTIALITY SCHEDULE

1. You hereby acknowledge that Information and Personal Data may be disclosed pursuant to the Terms for the following purposes including but not limited to in the context of outsourcing arrangements (together the “**Purposes**”):
  - (a) Providing the services under the Terms and to allow Bank to exercise its powers and rights thereunder;
  - (b) Operational purposes, credit assessment, and statistical analysis (including behaviour analysis);
  - (c) Administering the relationships with you and related services;
  - (d) Conducting market or customer satisfaction research;
  - (e) Due diligence, verification, and risk management purposes, such as confirming and verifying an your identity (this may involve the use of a credit reference agency or other third parties acting as agents of the Bank). Screening against publicly available government and/or law enforcement agency sanctions lists;
  - (f) Compliance with any requirements of law, or regulation, industry standard, codes of practice or internal policy, and the prevention or investigation of crime, fraud or any and malpractice, including the prevention of terrorism, money laundering and corruption, as well as for tax reporting, including, where applicable, for compliance with foreign regulations such as FATCA; and
  - (g) For the purpose of, or in connection with, any legal proceedings (including prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights.
2. You hereby acknowledges that Information may be disclosed by the Bank to, among others (each a “**Recipient**”):
  - (a) The Customer of the Bank,
  - (b) Unaffiliated third parties, including the transmission of information to other banks and through channels and networks operated by third parties, and to service providers and agents of the Bank, including firms in or outside of Luxembourg engaged in the business of providing client communication services, other professionals of the financial sector, or other service providers;
  - (c) A proposed assignee of the rights of the Bank,
  - (d) JPMorgan Chase Bank, N.A., J.P. Morgan SE, J.P. Morgan Europe Limited, and any other member of the JPMorgan Chase Bank s group of companies and their branches and affiliates;
  - (e) The auditors, legal advisers and consultants of J.P. Morgan SE, (including its branches and affiliates);
  - (f) JPMorgan Chase Bank s group of companies and their branches and affiliates’ , the Recipients’ examiners or other regulators or other competent governmental authorities,



including tax authorities, law enforcement agencies, courts of competent jurisdiction or other official bodies, anywhere in the world,

- (g) Pursuant to court order or other court process, or to establish, exercise or defend the legal rights of J.P. Morgan SE and its branches and affiliates.
3. Such Recipients may be located in, amongst others, The European Economic Area; the United Kingdom, the United States of America; India; the Philippines; Singapore; Hong Kong; Australia; China; Japan; Brazil; Mexico; Argentina; Colombia; Chile; South Africa; and Russia (together the “**Locations**”).