

JPMorgan Chase Bank, N.A., London Branch

Account Information Service 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, JPMorgan Chase Bank, N.A., London Branch, with UK establishment number BR000746 (registered as a branch in England & Wales under foreign company number FC004891), having its registered address at 25 Bank Street, Canary Wharf, London, E14 5JP, U.K. ("**We**", "**Us**", "**Our**" or the "**Bank**"). The Bank is authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority with Firm Reference Number 124491.

Each time you use the Service, you are required to agree to the Terms applicable and in force at the time of using the Service. The Terms may be revised from time to time without prior notice and you must therefore ensure that the applicable terms are reviewed in each case before proceeding with the use of the Service. If you do not agree to these Terms, you cannot use the Service.

2. Service

You can use Our 'account information service' ("**Service**") to view and share information obtained from your online payment account ("**Payment Account**") held with your bank or other payment account provider ("**Payment Account Provider**").

In order to deliver the Service you will be required to select the Payment Account Provider and Payment Account from which you wish to obtain the relevant, requested information ("**Account Information**") and We shall (i) access your Payment Account in order to collect the Account Information; (ii) present the Account Information to you; and (iii) share the Account Information with the Recipient in accordance with your instructions. You are a client of Our customer (the "**Customer**"), from whom you wish to receive goods and/or services. You may only use the Service to share your Account Information with the Customer, who shall be the "**Recipient**" for the purposes of these Terms.

The Account Information to be collected and shared may include your account details (e.g. your name as the account holder, sort code, and account number) and your balance and transaction information.

3. Authentication

You will be required to authenticate yourself to your Payment Account Provider so that your Payment Account Provider can confirm your identity and confirm that you consent to Us accessing your Payment Account in order to provide the Service.

We will not be able to provide the Services if you fail to properly authenticate yourself to your Payment Account Provider and shall have no liability to you in the event that We are unable to provide the Services due to your failure to satisfactorily authenticate yourself to your Payment Account Provider.

4. Explicit Consent

You are required to provide Us with explicit consent before We access your Payment Account. By clicking "confirm", "agree" or "continue" in relation to the collection of Account Information you are deemed to have expressly consented to the provision of the Services.

You will not be able to cancel Our one-time access to your Payment Account once you have provided your confirmation and consent to Us or your Payment Account Provider.

5. Security and availability of the Service

You must take all reasonable steps to keep any security credentials 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 terminate the use and availability of the Services or any part of them including, but not limited to, where:

- (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); or
- (d) you have not satisfied any obligation you have under these Terms.

6. Language and communication

These Terms are in English and all communications with you will be in English. You may communicate with Us by using the following e-mail address: openbanking.inquiries@jpmorgan.com.

7. Your use of the Services

You represent and warrant that:

- (a) you are the holder of the Payment Account from which the account Information will be collected;
- (b) you are acting on your own behalf and not on behalf of any other person;
- (c) any security credentials that you use to authenticate yourself to your Account Provider are your own and you are duly authorised to use such credentials to allow Us access to your Payment Account(s) for the purposes of delivering the Services; and
- (d) you will not use the Services for any fraudulent, unlawful or abusive purpose.

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

8. Security

In the event that the security of your Payment Account is compromised (or you suspect that the security has been compromised), you must immediately contact your Payment Account Provider.

If you suspect that the Services have been used without your authorisation or consent, including where you suspect somebody else has access to your security credentials and is fraudulently using them to access the Services, you must also contact Us as soon as possible by openbanking.inquiries@jpmorgan.com.

9. Limitation of liability and indemnity

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 or 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.

We are not liable to you for any harm, damage or loss to you arising from the acts or omissions of any third parties, including in particular your Payment Account Provider or the Recipient through which you have accessed Our Services.

For the avoidance of doubt:

- We have no responsibility for the products and services provided to you by the Recipient and will not be liable to you for any harm, damage or loss arising from your use of the products and services provided by the Recipient.
- We are not responsible for any problems that you might have with the functionality or suitability of your Payment Account Provider. We are responsible for collecting and transmitting your Account Information securely but not for the content of your Account Information itself, which is the responsibility of your Payment Account Provider.

10. Confidentiality

Separate to Our obligations in providing a secure account information service, We will treat any information that We receive in relation to these Terms, (the “**Information**”, which may include amongst other things your first name, surname, address, date and place of birth, and/or nationality) which is expressly marked as confidential or could reasonably be regarded as confidential to you, as confidential. We agree to take customary and reasonable measures to maintain the confidentiality of such Information and it will only be disclosed to third parties in accordance with applicable law and Our Privacy Policy. The Bank may use and disclose the Information to improve and develop products or services, including, but not limited to using data analytics.

11. 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 Privacy Policy (“**Privacy Policy**”).

The Bank’s 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 Privacy Policy may be updated or revised from time to time.

12. 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 (where relevant) 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.

13. Complaints

If you have a complaint about the Service, please tell Us using the contact details set out at Section 6 so that We can investigate the circumstances for you. 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 may, however, direct you to your Payment Account Provider if your complaint relates to the services provided by them or to the Recipient if your complaints relate to the product or service you have purchased.

If your complaint relates to the Services and We do not resolve it to your satisfaction, you may be able to refer your complaint to the UK Financial Ombudsman Service. You can contact the UK Financial Ombudsman by telephone on: from inside the UK: 0800 023 4567; from other countries: +44 20 7964 0500; by post at The Financial Ombudsman Service, Exchange Tower, London E14 9SR; or by email: complaint.info@financial-ombudsman.org.uk. The UK Financial Ombudsman Service is also available in a number of different languages and if you need it you will be put in touch with a translator when you contact the UK Financial Ombudsman Service.

We are regulated by the FCA for the provision of 'account information services'. The FCA's contact details are as follows: Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN; Contact Centre: 0300 500 0597; Consumer Helpline: 0800 111 6768.

14. 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 or 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 where such contravention or breach is due to its obligations under applicable law and regulations.

15. Governing law and Jurisdiction

These Terms are governed by English law and are subject to the non-exclusive jurisdiction of the English Courts.

If you are a consumer, you may benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including this section 15, affects your rights as a consumer to rely on such mandatory provisions of local law.

CONSUMER QUERIES AND COMPLAINTS PROCEDURE

1. Procedure
 - (a) To raise a query or a complaint please send an email to openbanking.inquiries@jpmorgan.com
 - (b) A designated service personnel will receive your queries or complaints
 - (c) In case of a complaint, a complaints handling specialist will be assigned to the complaint for assessment, determination and responding to such complaint.
2. For all queries and complaints, a case will be created by the designated service personnel for tracking purposes.
3. We will seek to meet the following time frame for investigating and responding to your complaint:
 - (a) Acknowledgement of receipt of queries and complaints will be sent within 24 hours.
 - (b) Any complaint related to the Services will be resolved and a final resolution response , via letter or email, will be sent to the complainant within 15 business days.
 - (c) In exceptional circumstances, if a complaint cannot be resolved and closed within this timeframe, the designated service personnel will update the complainant before day 15. The final resolution will not exceed more than 25 business days from the date of receipt of the complaint.