



## J.P. Morgan SE - Luxembourg Branch

### Account Information Service Terms and Conditions

#### 1. Terms and Conditions

These terms and conditions (the "**Terms**") apply to your use of our Service (as defined below) and form part of the agreement between you and us, J.P. Morgan SE - 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 subject to direct prudential supervision by the European Central Bank (the "**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.

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 ("**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.

The Terms govern a one-time access to your Payment Account and are not meant to constitute a framework contract within the meaning of the EU Directive 2015/2366 on payment services (PSD2).

#### 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 Service 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 Service due to your failure to satisfactorily authenticate yourself to your Payment Account Provider.



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

Your confirmation as to the collection of Account Information will be considered as your explicit consent to the Bank's access to your Payment Account. As such, by clicking "confirm", "agree" or "continue" you are deemed to have expressly consented to the provision of the Service.

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 Service or any part of it 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](mailto:openbanking.inquiries@jpmorgan.com).

#### 7. **Information**

You represent and warrant that:

- (a) you are the holder and beneficial owner 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 Payment 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 Service; and
- (d) you will not use the Service 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**

If you suspect that the Service has 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 Service, you must contact Us as soon as possible by [openbanking.inquiries@jpmorgan.com](mailto:openbanking.inquiries@jpmorgan.com). 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.

## 9. Suspension of Service

The Bank reserves the right to suspend or restrict the use of the Service on reasonable grounds relating to security or to the suspicion that your security credentials have been used fraudulently or without your authorisation.

## 10. 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 Service. 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 Service for whatever reason;
- (e) delays or disruptions in the Service;
- (f) glitches, bugs, errors, or inaccuracies of any kind in the Service;
- (g) the content, actions, or inactions of third parties;
- (h) a suspension or other action taken with respect to the Service;
- (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 parties 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 Service.

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.

## 11. 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: the Terms, the Service, the Account Information (the “**Information**” which shall include amongst others first name, surname, address, data and place of birth, nationality) to any persons set out as “Addressees” in Section 2 (the “**Addressees**”) of the confidentiality schedule (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 Addressees. 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 (such as where it could reasonably be considered as confidential).

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 Addressee 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 Addressees 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 Addressees 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 an Addressee is limited to those persons who need to know the Information for the Permitted Purposes.

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

## 12. 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.

## 13. 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.

You and the Bank expressly agree that, notwithstanding the provisions of Article 1341 of the Luxembourg 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.

## 14. 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. 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: [openbanking.inquiries@jpmorgan.com](mailto:openbanking.inquiries@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 at: <https://www.jpmorgan.com/content/dam/jpm/global/disclosures/us/consumer-queries-and-complaints-procedure.pdf>. Please refer to "[Consumer queries and complaints procedure](#)" section below.

The principal steps of the complaints handling procedure are the following: the first step is 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 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 particular circumstances, the handling of complaint may exceed one month, and in such case, you will be informed of the reason for the delay as well as of the date of reply.

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 that 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 <https://reclamations.apps.cssf.lu/index.html?language=en>, by post addressed to the CSSF or by email at <https://www.cssf.lu/fr/reclamations-clientele/>. 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 the related aforementioned steps have been fulfilled. 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 about how to file a complaint may be found at: <https://www.cssf.lu/en/customer-complaints/>.

The right to directly bring claims in court will remain unaffected.

We are not responsible for any complaint or dispute regarding the fraudulent or unauthorised use of your security credentials. You must make sure that any information stored or displayed on your device is kept safe.

Remember that once you have consented to our one-time access to your Payment Account we cannot cancel or stop it.

#### **15. 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 such contravention or breach is due to its obligations under applicable law and regulations.

#### **16. 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.

If you are a consumer, you may benefit from mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including this section 16, affects your rights as a consumer to rely on such mandatory provisions of the applicable local law.

## 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**



**Netherlands**



## CONSUMER QUERIES AND COMPLAINTS PROCEDURE

1. Procedure:
  - (a) To raise a query or a complaint please send an email to [openbanking.inquiries@jpmorgan.com](mailto: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.



## 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 Service under the Terms and to allow the 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 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 an “**Addressee**”):

- (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 Addressees’ examiners or other regulators or other domestic or foreign governmental authorities, including tax authorities, law enforcement agencies, courts or other official bodies, anywhere in the world; and



- (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. The Addressees 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.