

Version Date: March 1, 2022

These terms of service are an agreement (this “**Agreement**”) between you and JPMorgan Chase Bank, N.A. (“**we,**” “**our,**” “**us,**” or “**JPMorgan**”), that governs your use of JPMorgan’s digital platform Story by JPMorgan (“**Story**”) and features, activities, or content made available to you on or through Story (“**Features**”).

By using Story, you agree to be bound by this Agreement. Your use of Story after we have made any changes to this Agreement will be considered your agreement to the change. If you do not agree to this Agreement, you may not use or access Story.

Please read this Agreement carefully and print a copy for your reference. Unless the context indicates otherwise, initially capitalized words or phrases have the meaning given to them in the Glossary. For purposes of this Agreement, “you” refers to you and any Legal Entity on behalf of which you are acting using Story.

## 1. Fees and Charges

General access to Story is currently provided to you at no additional cost. However, you may incur fees if you access or use certain Features. Any fees are subject to change and we may impose new or additional charges, penalties or fees at any time. Your continued use of a Feature after we provide notice of such new or additional amounts constitutes your agreement to such changes.

You will be responsible for paying any telephone, utility, text messaging, data, Internet access, bank or merchant processing fees or charges incurred by you when accessing or using Story or any Features.

## 2. Your Right to Access and Use Story

Story may offer a variety of content and Features. We grant to you for your internal business purposes only a non-exclusive, non-transferable, limited and revocable right to access and use Story and Features, as well as any software, in object code. Any software provided through Story must be downloaded by you in the United States. You agree not to use Story or any Features for any other purpose, including without limitation, co-branding, framing, linking, reselling or commercial exploitation of any portion of Story without our prior written consent. To the extent we or our licensors make any software available to you via download for use in conjunction with Story or any Features, we hereby grant, and you hereby accept, for the term of this Agreement, a non-exclusive, non-assignable, non-transferable, limited right to use the proprietary computer software products in object code and any associated documentation (“**Products**”) for use only directly in conjunction with its permitted use of the applicable Feature. Unless otherwise stated, reference to Story and any Features shall include Products.

You acknowledge and agree that: (a) other than information that you or your tenants submit to Story, all content included in or available through Story is the property of JPMorgan, its affiliates, and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights; (b) the compilation of all content on Story is the exclusive property of JPMorgan, its affiliates, and/or its licensors and is protected by copyright or other intellectual property rights; (c) the trademarks, logos, and service marks displayed on Story and including, without limitation, “Story by J.P.Morgan” (collectively, “**Trademarks**”), are the registered and unregistered trademarks of JPMorgan, its affiliates, and/or third parties, and may not be copied, altered, modified, or changed; and (d) nothing contained on Story or any Feature should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of JPMorgan or its affiliate or the third party which has rights to such Trademark, as appropriate.

Except for the access rights granted to you under this Agreement, all rights, interest and title in and to Story, associated content, technology, application, website(s) and Products, including any improvements, modifications, and derivative works, will at all times remain with us or our licensors, and you shall acquire no rights in Story or any Features. Your use of Story is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Story. Without limiting the foregoing, you may not use Story (i) in any anti-competitive manner or (ii) for any purpose which would be contrary to our business interest or to our actual or potential economic disadvantage in any aspect.

You may not and will not allow or cause any third party to: (a) decompile, reverse engineer, reverse compile, reverse-assemble, disassemble, attempt to derive the source code of, or modify, copy, or create derivative works of any portion of Story or any Features or Products; (b) display, assign, sublicense, distribute, export, resell, or otherwise transfer any interest in this Agreement or the Products to any third party; (c) remove any proprietary or intellectual property rights notices or labels on Story; or (d) otherwise exercise any other right to Story not expressly granted in this Agreement. We, or our licensors, own all right, title and interest, including all intellectual property rights (including all names, trade names, trademarks, service marks, slogans, logos or other indicia) in and to Story. No license or other right in or to Story or any Features is granted to you except for the rights specifically set forth in this Agreement.

You will notify us in writing regarding any unauthorized use or disclosure of Story immediately after it becomes known to you.

## 3. Communications

### 3.1. Electronic Delivery

You agree that we can send to you, or receive from you, electronically all “Communications” that we provide or make available in connection with Story and any of its Features, which collectively includes any communications, agreements, terms of use, documents, notices, legal or regulatory

or other disclosures, policies, authorizations, consents and any other information of any type that is required to be, or is voluntarily, provided “in writing”, or that you sign or submit or agree to at our request, in connection with your relationship with us.

You acknowledge that your consent to receive Communications electronically does not automatically expire and is not limited as to duration.

### 3.2. Method of Electronic Delivery

All Communications (including alerts that Communications have been provided or posted) that we provide to you electronically will be provided by email, text, access to a website designated in an email notice we send to you, or, to the extent permissible by law, access to a website generally designated in advance for such purpose. Communications delivered by e-mail will be sent to your e-mail address reflected in our records and will be considered business records. You should print, download or otherwise retain a copy of Communications provided to you electronically.

### 3.3. Hardware and Software Requirements

You confirm that you have the necessary computer hardware and software to access and retain electronic Communications for your records. You will need: (1) a computer or mobile device with an Internet or mobile connection; (2) an internet browser with 256-bit encryption, such as the current version of Chrome, Internet Explorer Firefox, or Safari; (3) an operating system that supports text messaging, downloading, and applications from the Apple App Store or Google Play store, and the most recent versions of Safari or Chrome on iOS or Chrome for Android OS; (4) a valid email address registered with Story and software to access that email; and (5) sufficient storage space to save past Communications or an installed printer to print them.

It is important for you to retain copies of Communications because they may not be accessible at a later date. We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents. Continuing to use Story and any its Features after receiving notice of the change is the reaffirmation of your consent to this agreement.

### 3.4. Withdrawing Consent; Paper Copies

You may withdraw your consent to receive electronic Communications at any time. If you require paper copies of any electronic Communications, you can obtain a paper copy by printing it yourself. Withdrawal of consent will result in our deactivating your account and discontinuing servicing your Story profile. Please contact [story.support@jpmorgan.com](mailto:story.support@jpmorgan.com) to de-activate your account.

### 3.5. Updating Your Contact Information

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this E-Sign Disclosure and Consent, and to maintain and update promptly any changes in this information. You understand and agree that if we send you a Communication but you do not receive it because your primary email or street address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you. If your email address becomes invalid such that electronic Communications sent to you by us are returned, then we may restrict or close your existing account profiles, and you may not be able to transact any activity on Story or any of its Feature until we receive a valid, functioning primary email address from you.

## 4. Communications

You agree to provide and maintain a valid email address and mobile phone number so that we may send you certain information related to Story. Upon doing so, you expressly consent to us (or third parties acting on our behalf) contacting you at that address or number about Story and any Features through email, text messaging, artificial or prerecorded voice messages and automatic dialing technology. You may contact us at any time to change these preferences or to opt out of these communications.

You agree that by using Story and any Feature, all notices or other communications which we may be required to give you arising from our obligations under this Agreement may be sent to you or your Delegate by any or all of the following sources, at our option: through electronic notice given to any email or mobile phone number we have for you or your Delegate; any other email address or phone number that you or your Delegate provide to us; the current address that we have on file for you or your Delegate; or in any other manner permitted by law, including posting or including it or notice of the change on Story.

We are entitled, and in some cases obligated, to monitor, retain and review all communications to us or made via Story, including those by telephone, email and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations, and to maintain the security of Story.

## 5. Information Provided to You on Story

Information provided to you on Story is a convenience and is not an official record. Information provided on Story is generally updated regularly, but is subject to adjustment and correction, and therefore should not be relied upon by you for taking, or forbearing to take, any action.

## 6. Responsibility for Systems; Risk of Loss

You are solely responsible for obtaining, installing, enabling, maintaining and operating all software, hardware and other equipment necessary for you to access and use Story and each Feature (collectively, “**Systems**”). It is your, and expressly not our, responsibility to establish reasonable backups, software updates, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

You acknowledge that you have requested to use and access Story for your convenience, have made your own independent assessment of the adequacy of your Systems, and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third-party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the EULA or other agreements of that provider, in addition to the terms and conditions of this Agreement. You shall not use any Feature in a manner that interferes with the operation of Story or other Features.

In the event of a System failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a System failure or interruption should be verified by you through means other than Story to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any System failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected. In addition, you will bear the entire risk of loss, destruction and damage to the Products from any cause whatsoever, and no such loss, destruction or damage shall impair any of your obligations hereunder which shall continue in full force and effect.

## 7. Security Credentials

To prevent unauthorized access to and use of Story and any Features, you agree to protect and keep confidential your Security Credentials. We may at our option change the parameters for your password without prior notice to you, and if we do so, you will be required to change your password the next time you access Story.

**YOU SPECIFICALLY AUTHORIZE US TO ACT UPON ANY INSTRUCTION OR OTHER COMMUNICATION SENT TO US (BY ANY MEANS) IN YOUR NAME, BASED UPON THE USE OF ANY ACTIVE SECURITY CREDENTIALS ASSOCIATED WITH YOUR STORY PROFILE, INCLUDING THOSE OF ANY OF YOUR DELEGATES. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR OR YOUR DELEGATE’S SECURITY CREDENTIALS.**

The loss, theft, or unauthorized use of your Security Credentials could enable unauthorized persons to access sensitive information about you (such as your date of birth, social security number, mailing address, email address, phone number, and bank information) and to initiate payments from your bank account. If you disclose your Security Credentials to any person or entity, including any employee, Delegate or agent, you assume all risks associated with such disclosure to the extent permitted by applicable law and agree to indemnify us, our affiliates, and each of our and our affiliates’ respective officers, directors, shareholders, employees and agents from any and all loss, damage, cost or expense relating to arising by reasons of such disclosure. If you permit any other person or entity, including any data aggregation service provider, to use Story or any Feature, or to access or use your Security Credentials, you are authorizing any transactions and activities performed by them. You are responsible for any transactions, activities, and use of information performed by virtue of your Security Credentials.

If you believe someone may attempt to use or has used Story with your Security Credentials without your permission, that your Security Credentials have been lost or stolen, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us via the means that we designate on Story.

Access to Story and each Feature is separate and distinct from any other existing signature arrangements that you may have on file with us or other banks. When you give an individual the authority to access Story or any Features, that individual may have access to one or more accounts to which that individual would not otherwise have signature access.

## 8. Rent Hub

This Section 8 applies to you to the extent that you use the Rent Hub Feature (“Rent Hub”).

### 8.1. Relationship with WePay

We have partnered with WePay, a Chase company, to enable transfers of money between property owners/managers and their tenants who are enrolled in Rent Hub. In addition to this Agreement, your access to and use of Rent Hub as a property owner or manager is governed by WePay’s Terms of Service (<https://go.wepay.com/terms-of-service-us>), which are incorporated by reference into the Agreement. By accepting this Agreement and using Rent Hub, you acknowledge and agree that you have reviewed the WePay Terms of Service and Privacy Policy for the country in which you are located and agree to them.

### 8.2. Permissible Payments

You agree that you will not use Rent Hub to request, send or receive payments except for rent and other rent-related payments provided for under a rental agreement. You shall not charge any convenience fees unless JPMorgan agrees in writing, in which case WePay’s Terms of Service shall apply to such fees.

### 8.3. Rental Information

Upon request, you agree to provide us with accurate and complete information related to your use of Rent Hub (including your tenants enrolled in Rent Hub) and to maintain the accuracy of such information on an ongoing basis.

### 8.4. Rental Payments and Invoices

You may be able to request a rental payment by sending an invoice to the applicable payor through Rent Hub. You understand and acknowledge that parties to whom you send invoices may reject or ignore your request. We do not guarantee that you will receive payment by sending an invoice or that you will receive the requested amount, whether through Rent Hub or another method of payment.

You agree that you will not use the Rent Hub for the payment or collection of a past due, overdue or delinquent debt; any debt that is "in collection"; or any debt that is the subject of legal proceedings. You will not use Rent Hub to request money that is owed to a person other than you or to request or collect any amounts that are owed pursuant to a court judgement or order.

You agree to only send invoices for legitimate and lawful purposes. Invoices are solely between the sender and recipient and are not reviewed or verified by us. We do not assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on behalf of the sender.

You also agree that you are solely responsible for any and all risks associated with Rent Hub, including using Rent Hub to collect partial and/or split payments from tenants.

We reserve the right in our sole discretion, but assume no obligation, to immediately terminate your ability to send invoices (in general or to specific recipients).

You agree to indemnify, defend, and hold the JPMorgan Indemnified Parties harmless from and against any and all Losses in connection with any third-party claim resulting or arising from any invoice or other request for payment that you send or pay in violation of this Agreement.

You acknowledge and agree that your use of Rent Hub for the facilitation of any partial payments or split payments by tenants shall be at your own risk and that neither we nor any of our Related Persons shall be responsible therefore or have any liability with respect thereto.

### 8.5. Taxes

You agree to be and are responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity on Rent Hub, including, without limitation, any payments made or received in connection with a rental transaction.

### 8.6. JPMorgan Is Not a Party to, and Has no Duties or Responsibilities Under, Your Rental Agreement

We are not a party to any lease or other rental arrangement and are not responsible for any aspect of your relationship with your tenant(s), or for your or their performance or non-performance under such lease or rental arrangement. Further, we are not acting as your agent or representative, we have no duty or obligation to you or any of your tenant(s) with respect to your lease or other rental arrangement, and we are not collecting rent or otherwise acting as a debt collector. Nothing herein is intended nor will be deemed, to confer rights or remedies upon any third party, including any tenant(s). No tenant is a third party beneficiary of this Agreement.

You acknowledge and agree that we are solely responsible for Story and for providing maintenance and support services for Story and its Features. We are not responsible for any obligations that may arise in connection with communications (including, without limitation, technical and system access support communications) provided or sent to a tenant via Story or its Features, including without limitation, invoices, payment reminders and lease renewal or expiration notifications. As part of the Story platform, we may provide limited technical and system access support to your tenant(s) using Story and its Features; however, any issues relating to the rental property, the lease or other rental arrangement between you and your tenant(s) shall be redirected to you and you shall be solely responsible for any issues, complaints, and all other aspects of your relationship with your tenant(s).

### 8.7. Compliance with Anti-Money Laundering Laws

General. We are required to act in accordance with the laws of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United States government (including the U.S. Treasury Department's Office of Foreign Assets Control and the U.S. State Department), and our own related policies and procedures.

Identity Verification. We may ask for information that will allow us to identify you, your Related Persons, and beneficial owners of your properties on Rent Hub, including names, addresses, dates of birth, and taxpayer identification numbers, and you shall procure and furnish the same to us in a timely manner. Any information that you furnish to us is your sole responsibility and we are entitled to rely on it. You represent and warrant that all such information is true, correct and not misleading and shall advise us promptly of any changes. If you fail to provide (or consent to the provision of) any information required by this section, we may terminate or suspend your Rent Hub profile without further notice.

Transaction Screening. We are not obligated to execute payment orders or effect any other transaction where a party to the transaction is a person or entity with whom we are prohibited from doing business by any law applicable to us, or in any case where compliance would, in our opinion, conflict with applicable law or market practice or our own policies and procedures. Where we do not execute a payment order or effect a transaction for such reasons, we may take any action required by any law applicable to us including freezing or blocking funds. Transaction screening may result in delays in the posting of transactions or funds availability. We may direct you to (i) make changes to your Rent Hub activity, including to cease and desist from using Rent Hub for particular types of transactions or for transactions involving particular parties from time to time, and (ii) not use Rent Hub to send payments with certain characteristics. You agree to comply with any such directions.

Your Obligation to Disclose Suspicious Activity. Unless prohibited by applicable law, you agree to promptly disclose to us any Rent Hub activity that is suspicious or violates applicable laws or sanctions.

## 9. Delegates

### 9.1. General

You may (but are not required to) designate one or more Delegates. Upon your designation of a Delegate and the related grant of delegated authorities, a Delegate is appointed by you as your agent with the full authority to perform all delegated and incidental acts. Unless you limit a Delegate's authority to specific entitlements, then you appoint your Delegate as your agent with the full power and authority to perform any action on Story which you are entitled to perform. Any authority to act on your behalf shall be without notice to you or further consent or authorization from you and includes (without limitation):

- Adding, deleting or describing any real property on your Rent Hub profile;
- Adding or deleting any tenant of any property on your Rent Hub profile;
- Managing payments on your Rent Hub profile, such as determining amounts to be invoiced to tenants, sending invoices and other payment-related notices to tenants, and managing refunds and disputes;
- Designating (or changing your designation of) any account to be used to receive or otherwise settle electronic payment transactions, including accounts in the name of or controlled by any Delegate;
- Receiving notifications from us regarding any aspect of your Story profile (including Features) and responding to us accordingly;
- Entering or modifying service agreements, and issuing instructions or requests to us, regarding your use of Story and Features;
- Providing us information in connection with our anti-money laundering or other compliance obligations, including information pertaining to you, your Related Persons, and your beneficial owners or controllers; and
- Delegating any the Delegate's authorities.

The designation of a Delegate shall be done by means acceptable to us, which may include digital means.

### 9.2. Delegate Selection and Oversight

You are solely responsible for the selection of your Delegates, and we have no obligation to advise you of the suitability or advisability of your Delegate selections. You agree that we do not have any duty whatsoever to accept any designation by you of any Delegate(s). You are solely responsible for the oversight and supervision of your Delegates and their respective acts or omissions. We have no obligation or duty to you to inquire of you regarding any action taken on or through Story or any Feature by any of your Delegates, including those that cause funds to be paid to or retained by a Delegate. You assume all obligations to oversee and verify each Delegate's actions and inactions, and assume the risk of (and will indemnify and hold us harmless for) all your Delegates' actions and inactions.

### 9.3. Termination of Delegation

We may in our sole discretion immediately terminate any Delegate's ability to access Story or any Feature. You may revoke and terminate a Delegate's authority to access Story as your Delegate by providing us notice of your revocation or contacting Story support via the means that we designate on Story. The revocation will be effective once we have received notice and have had a reasonable time to effect the revocation. Notwithstanding the revocation of any Delegate's authorities, all authorized acts attributed to a Delegate prior to such revocation shall remain authorized, and your duty to indemnify us and hold us harmless under this Agreement for such prior actions or inactions of the Delegate shall continue and remain in full force and effect and survive the termination of this Agreement.

### 9.4. Information Sharing with Delegates

You shall be solely responsible for obtaining any required or appropriate consents or authorizations from any beneficial owner, controller, or tenant to provide any Delegate access to information, including personal information, regarding the beneficial owner, controller, or tenant.

## 10. Privacy of Your Information

By using Story, you confirm that you have read, understood and accepted our privacy policy, available at <https://www.jpmorgan.com/privacy>.

Story and Features may be hosted, serviced, maintained, administered and/or provided by one or more of our third-party service providers. Our third-party service providers may collect information about you when you access and use Story and we may share information about you with them relating to the provision of Story and as otherwise permitted by this Agreement.

You acknowledge and agree that information about you will be visible to other parties via Story and certain Features. This may include sensitive personal information. For example, to streamline onboarding of new properties and to perform other legitimate business functions, your information may be available to your Delegates, property co-owners, and property co-owners' agents and other delegates.

## 11. Confidentiality of Story Information

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

## 12. Links

Story may contain third-party content and links to other third-party applications or websites (collectively, “Linked Sites”). We do not control and are not responsible for the content, products, or services provided by Linked Sites; we do not endorse or guarantee the products, information or recommendations provided by Linked Sites; and we are not liable for any failure of products or services advertised on those sites. In addition, each Linked Site may provide less security than Story and have a privacy policy different than ours. Your access, use and reliance upon any Linked Sites or their content, products or services is at your own sole risk.

## 13. Your Representations, Warranties, and Covenants

You represent, warrant, and covenant to us that you:

- Have not relied on any statements made by us or any of our Related Persons that is inconsistent with this Agreement, which will govern;
- Are authorized to enter into this Agreement and to bind yourself and your business (as applicable) hereto;
- Will, if and to the extent that you act as a Delegate on behalf of another person or entity, only take actions for which you have been duly authorized to take on behalf of the person or entity;
- Will use Story and each Feature only for business purposes and not for personal, family, or household purposes;
- Prior to submitting to Story information (including lease information) about or related to any tenant or property owner, or any of your or their Related Persons, will (i) have obtained such consents as may be required by applicable law or agreement for us to process and use the information for purposes of fulfilling our obligations in connection with Story or any Features, (ii) have notified the parties as appropriate that their information has been transferred to us, and (iii) furnish us with copies of such parties’ authorizations upon our reasonable request;
- Will not use Story or any Features to threaten, initiate, or proceed with any eviction proceedings;
- Will not attempt to log on to Story from any country under sanctions by the United States Office of Foreign Assets Control;
- Will not refuse to lease or sublease property posted on Story to any person due to such person’s race, color, religion, national origin, sex, familial status or physical disability and shall otherwise comply with the provisions of the federal Fair Housing Act (42 U.S.C. §§ 3601 et. seq.); and
- Will comply with all Other Documents and applicable Law, including but not limited to, federal, state, and municipal landlord/tenant laws, regulations, and ordinances; federal and state debt collection laws, including without limitation, the Fair Debt Collections Practices Act; the federal Coronavirus Aid, Relief, and Economic Security Act; and the federal Servicemembers Civil Relief Act.

## 14. Unincorporated Associations

If you own a property with another legal person or persons in an unincorporated association (a “Joint Venture”), and you (or your Delegate) self-identify to us as authorized to represent the Joint Venture, you make a continuing representation and warranty to us that you have the full authority of all members of the Joint Venture to represent and bind all members of the Joint Venture to the terms and conditions of Story and any of its Features, including the designation of Delegates and all activities related to the collection and remittance of payments to an account designated by you or your Delegate. . You further acknowledge that (i) all notices required or contemplated to be sent by us, our affiliates or other third party suppliers to the Joint Venture may be sent to you or your Delegate in lieu thereof, and such notice to you or your Delegate shall constitute requisite notice to each of the other legal person(s) in such Joint Venture and (ii) any annual tax related reports or other government filings related to payments by, or collection activity for, the Joint Venture and facilitated by the Rent Hub Feature or processed by us, our affiliates or other third party suppliers may be made under the tax identification number provided to us during your setup of Rent Hub or any other Story Features.

## 15. Usage Restrictions

You shall not use Story to (i) determine an individual’s eligibility for credit, insurance, employment, or rental housing, or for any other “permissible purpose” under the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., or (ii) take “adverse action” against an individual, as defined in the federal



Fair Credit Reporting Act or Equal Credit Opportunity Act. You understand and agree that Story is not a consumer reporting agency, and that information from Story is not a consumer report.

#### 16. Interruptions in Service; Risks of Electronic Transactions and Access to Information

From time to time, we may perform maintenance on Story (or certain Features) or experience hardware, software, or other issues, resulting in interrupted service, delays or errors in Story or Features.

Your ability to access Story or certain Features may be limited during periods of high volume, systems upgrades and maintenance or for other reasons. If Story or any Features are not available for transactions, or if conditions render its use inappropriate, you agree to use alternative means to conduct transactions. We will not be liable to you if you are unable to access Story or any Features, or complete transactions through them. Further, you acknowledge that we have no obligation to continue making Story or any Features available and we may stop making Story and any Features available at any time in our sole discretion.

#### 17. Disclaimer

Story and all Features are provided for general information only, do not constitute legal, tax, investment, accounting, financial, business, real estate, or other advice, and should not be used for or relied upon for these purposes. Any reliance upon Story or any Features shall be at your own risk. You acknowledge and agree that neither we nor any third-party supplier involved in creating, producing, hosting, administering, providing or delivering Story or any Features is responsible for, is released from, and shall have no liability concerning, the accuracy, quality, reliability, efficacy, completeness, or legality of Story or any of the data or other information presented therein. You are solely responsible for all decisions you make based on your access to and use of Story and any Features. No advisory, fiduciary or other relationship is created between you and us or any third-person by your accessing or using Story or any Features or communicating with us or a third-party supplier by way of email or otherwise.

The availability of certain Features, as well as any associated fees, charges, interest rates and balance requirements (if applicable), may differ among geographic locations. Not all Features are offered at all locations. We reserve the sole right to determine your eligibility for Story or any Feature.

#### 18. No License or Warranties by JPMorgan

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT WE PROVIDE NO LICENSE OR WARRANTIES REGARDING YOUR USE OF STORY OR ANY FEATURES. ALL INFORMATION, SOFTWARE, HARDWARE, CAPTURE DEVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) ARE PROVIDED ON AN "AS-IS," "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE AND ANY OF OUR THIRD-PARTY SERVICE PROVIDERS MAKE NO WARRANTY THAT STORY OR ANY FEATURES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO STORY, ALL FEATURES, ALL INFORMATION, PRODUCTS, CAPTURE DEVICES, SOFTWARE, HARDWARE AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM STORY OR ANY OF OUR WEBSITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

#### 19. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE AND OUR RELATED PERSONS WILL NOT BE LIABLE TO YOU OR ANY OF YOUR RELATED PERSONS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT ARISE FROM, REGARD OR RELATE TO, OR RESULT FROM THE ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) OR AVAILABILITY OF (OR LACK THEREOF) STORY, FEATURES, OR PRODUCTS, REGARDLESS OF THE FORM OF THE ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE LIABLE ONLY FOR REASONABLY FORESEEABLE DAMAGES DIRECTLY CAUSED BY AN ACT THAT IS WITHIN OUR DIRECT CONTROL, IN BREACH OF OUR OBLIGATIONS UNDER THIS AGREEMENT AND WHICH CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WE ARE NOT RESPONSIBLE FOR YOUR OR YOUR RELATED PERSONS' INACTIONS, OMISSIONS, DELAYS OR FAILURES OR THOSE OF ANY THIRD PARTIES.

YOU AGREE THAT WE MAY RELY ON THE PAYMENT DETAILS, INSTRUCTIONS, AND RECIPIENT DETAILS THAT YOU OR YOUR RELATED PERSONS PROVIDE AND THAT WE AND OUR RELATED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES FOR RESOLVING PAYMENT DISPUTES OR OTHER DISPUTES REGARDING SENDING, RECEIVING, OR REQUESTING MONEY THROUGH STORY, FEATURES, OR PRODUCTS WE OFFER.

IN THE EVENT THAT YOU HAVE A DISPUTE WITH A TENANT, YOU RELEASE US AND OUR RELATED PERSONS FROM ANY CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

#### 20. Indemnity

You acknowledge and agree that you are responsible for your and any of your Delegate's, employee's or agent's conduct while using Story and any Features and agree to indemnify, defend, and hold us and our Related Persons (the "JPMorgan Indemnified Parties") harmless from and against any loss, claim, damage, liability, cost or expense of any kind (including reasonable attorneys' and expert witness fees and expenses and all costs of investigation) (collectively, "Losses") in connection with any third-party claim resulting or arising from:

- The use of Story or any Feature by anyone using your Security Credentials or the Security Credentials of any of your Delegates, employees, or agents;
- Your violation of this Agreement or the rights of any third party (including privacy rights);
- You or your Delegate's acts or omissions;
- You or your Delegate's use of information provided by, or relating to, your tenant or applicant for tenancy;
- Any dispute with a tenant;
- You or your Delegate's breach of any representation, warranty or covenant made by you under this Agreement or Other Document;
- Willful misconduct, fraud, criminal activity, intentional tort or negligence by you, your Delegate, or any of your Related Persons;
- Any transmission or instruction, whether or not authorized, acted upon by us in good faith and in reliance upon anyone using your Security Credentials or the Security Credentials of any of your Delegates;
- Our acting, purporting to act or disclosing any information in accordance with your authorization pursuant to electronic or other written instructions, including granting "view only," "view and update" or "view and transact" privileges to your Delegates or other third parties in connection with any Features;
- Your provision of a phone number, email address, information and/or photographs of others that are not your own;
- Your violation of any applicable Law, payment card network rule, or National Automated Clearing House Association or other clearinghouse or settlement association rule; and
- Your infringement, misappropriation, or violation of any property or other right of any third party.

For purposes of clarity, the obligations under this Section 18 will extend to the acts and omissions of your employees, consultants, Delegates and agents.

We shall provide you with notice of any third-party claims that are received by us that we request indemnification from you and shall reasonably cooperate with you in your defense and indemnification of any such claims; provided, however, you shall have no authority to settle any claim against any JPMorgan Indemnified Party without the prior written consent of such JPMorgan Indemnified Party (which consent shall not be unreasonably withheld).

## 21. Right to Audit

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

## 22. Order of Precedence

To the extent there is a conflict between the terms of this Agreement and your applicable Other Documents, the terms of this Agreement will control solely as to Story, as applicable, except as may be otherwise stated in this Agreement. This Agreement is not intended to modify any disclosures or other terms that are required by law, regulation, or rule and that are provided by us in any Other Documents or otherwise applicable as a matter of law, regulation, or rule. If this Agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this Agreement will govern. When using other services or features available through Story but provided directly by third parties, your use of such services or features will also be governed by the agreements and other terms or conditions with such third parties governing use of those services or features and any agreement with such third parties shall not modify any agreement or relationship you may have with us.

## 23. Amendments

From time to time, we may in our sole discretion amend this Agreement (including applicable fees and service charges) or update, discontinue or modify the availability of Story or any of Features. We will notify you of any amendments to this Agreement by sending you notice by email, or by posting or including the updated terms or notice of the updated terms on Story, and such changes will apply to all access to and use of Story thereafter. Your use of Story or any Features after we have made such changes will be considered your agreement to the change. However, any changes to the dispute resolution provisions set forth in this Agreement will not apply to any disputes for which we have actual notice before you are notified of such change. Please access and review this Agreement regularly. If you find this Agreement unacceptable at any time, please discontinue your use of Story.

## 24. Termination and Suspension

We may terminate or suspend this Agreement or terminate, suspend, restrict, or limit your or your Delegate's access privileges to Story or any Feature, in whole or part, at any time for any reason or no reason without prior notice, including for reasons involving your use of Story which we may deem to be illegal or potentially brand damaging. We may determine other eligibility criteria and decline or prevent any or all transactions through Story, each in our sole discretion. The obligations and liabilities of the parties incurred prior to the termination date shall survive the



termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of Story and delete any applicable copies.

#### 25. Choice of Law

Disputes related to Story shall be governed by the substantive law of the State of New York, without regard to choice of law principles.

#### 26. No Assignment

You may not assign this Agreement.

#### 27. Notice of Claims

If you receive notice of any Claim regarding Story or any Feature, you shall promptly provide us with a written notice of it.

#### 28. Survival

After this Agreement terminates, the terms of this Agreement that expressly or by their nature contemplate performance or observance after such termination will survive and continue in full force and effect. For the avoidance of doubt, the following provisions contemplate performance or observance after termination of this Agreement and therefore survive such termination: protection of our confidential information; your warranties; indemnification; limitations of liability; waiver and severability.

#### 29. Waiver; Severability

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

#### 30. Interpretation of Certain Terms

Any capitalized term used in this Agreement but not defined herein shall have the meaning given to it in the Other Documents.

Except as otherwise provided, the terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and similar terms refer to this Agreement as a whole and not to the specific section, subsection, paragraph, or other subdivision of this Agreement in which those terms appear.

All titles or captions are inserted only as a matter of convenience and for reference and in no way define, limit, construe, or describe the scope of this Agreement or the intent of any provision hereof.

The words “include,” “includes,” and “including” will be deemed to be exemplary and not exclusive, whether or not followed by the phrase “without limitation” or similar phrase.

Defined terms include the plural as well as the singular, and any pronouns include any of the corresponding masculine, feminine, or neuter forms, as required by context.

The use of “or” and “and/or” shall be deemed to be accurate throughout this Agreement unless the context suggests otherwise.

Each covenant and agreement will be construed for all purposes to be a separate and independent covenant or agreement.

Each covenant and agreement will be construed for all purposes to be a separate and independent covenant or agreement. **GLOSSARY**

“**Claim**”: Refers to any dispute, claim or controversy arising now or in the future under or relating in any way to this Agreement, including Story, Features, or Products, but excluding any dispute, claim or controversy in connection with an Investment Account.

“**Communication Service Provider**”: Refers to an entity offering the transmission, routing, or providing of connections for communications or access via the telephone.

“**Delegate**”: Refers to a user to whom you or your System Administrator has granted authority to access and view your Story profile and to whom you have granted power to act on your behalf with respect to Story and any Features. The term “Delegate” includes your System Administrator.

“**EULA**”: Refers to an end user license agreement or software license agreement whereby a licensor and purchaser establish the purchaser’s right to use the software.

“**Internet Service Provider**”: Refers to an entity offering the transmission, routing, or providing of connections for digital communications or access via

the Internet.

**“Investment Account”**: Refers to certain non-FDIC insured investment products and services offered by JPMorgan and its affiliates, which may include bank-managed accounts and custody, as part of its trust and fiduciary services, as well as brokerage and advisory accounts offered through J.P. Morgan Securities LLC.

**“Law”**: Refers to federal, state, and local statutes, regulations, rules, and ordinances.

**“Legal Entity”**: Refers to an unincorporated sole proprietorship, corporation, limited liability company, partnership, joint venture or other recognized form of business organization.

**“Other Documents”**: Refers to any written requirements that we may provide in connection with Story, including all terms and conditions contained in any other account or service agreement, EULA, or privacy policy.

**“Related Persons”** Refers to an entity’s affiliates and any of the entity’s or affiliates’ respective directors, officers, employees, representatives, affiliates, independent contractors, service providers, insurers, successors, assigns, Delegates, and agents.

**“System Administrator”** Refers to a person that you designate as your System Administrator pursuant to a designation method acceptable to us, which may include digital means. If you have not designated another person as your System Administrator, then you are your System Administrator.

**“Security Credentials”** Refers to your Story user ID and password and any other information that we may use to validate your identity.