

## **J.P. Morgan Payment Initiation Services Terms and Conditions – Spanish Country Schedule**

This document (the **Country Schedule**) amends and supplements the Terms, which apply to your use of our Service. This Country Schedule shall only apply when we provide our Service in Spain, i.e. if you are domiciled in Spain.

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this Country Schedule, unless otherwise defined, all capitalised terms and expressions shall have the meanings ascribed to them in the Terms.
- 1.2. Clause 18 (Governing law and Jurisdiction) of the Terms is deemed as incorporated in this Country Schedule, and the terms of this Clause apply accordingly.
- 1.3. In case of a conflict between the Terms and this Country Schedule, the latter will prevail.

### **2. AMENDMENTS TO THE TERMS**

- 2.1. Clause 7 (Language and communication) shall be replaced with the following:

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

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

- 2.2. Clause 12 (Limitation of liability and indemnity) shall be replaced with the following:

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) losses (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 wilful misconduct 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.

2.3. Clause 16 (Complaints) shall be replaced with the following:

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: [tpp.support@jpmorgan.com](mailto:tpp.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 Banco de España (Bank of Spain) 48, calle de Alcalá, 28014 Madrid, España either by post or electronically (via the following link: [https://app.bde.es/psr\\_www/faces/psr\\_wwwias/jsp/op/InicioSesion/PantallaAsistenteForm.jsp](https://app.bde.es/psr_www/faces/psr_wwwias/jsp/op/InicioSesion/PantallaAsistenteForm.jsp)). The Bank of Spain 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 Bank of Spain in respect of its official complaint and apply for the opening of an official complaints procedure. Further details about the Bank of Spain in its capacity of dispute resolution body and relevant forms may be found at: [https://sedeelectronica.bde.es/sede/es/menu/ciudadanos/Reclamaciones\\_2e85b7714582d21.html](https://sedeelectronica.bde.es/sede/es/menu/ciudadanos/Reclamaciones_2e85b7714582d21.html).

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.

2.4. The CONSUMER QUERIES AND COMPLAINTS PROCEDURE shall be replaced with the following:

1. Procedure
  - (a) To raise a query or a complaint please send an email to [tpp.support@jpmorgan.com](mailto:tpp.support@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 for assessment and dispositioning
2. For all queries and complaints a case will be created by the designated service personnel for tracking purposes
3. Service Level Agreement

- (a) Acknowledgement of receipt of queries and complaints will be sent within 24 hours.
- (b) Any payment-related complaint 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 providing a provisional resolution, specifying the reasons for the delay in the resolution, and providing a period of time during which the complainant will receive the final resolution. The final resolution will not exceed more than 30 days from the date of receipt of the complaint.