

## **J.P. Morgan Payment Service User Terms and Conditions – German 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 Germany, i.e. if you are domiciled in Germany.

### **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 12 (Limitation of liability and indemnity) shall be replaced with the following:

“The Bank shall not be liable to you, and you agree not to hold it responsible, for any damages or losses resulting directly or indirectly from:

- a. your inability to use the Service for whatever reason;
- b. delays or disruptions in the Service;
- c. glitches, bugs, errors, or inaccuracies of any kind in the Service;
- d. the content, actions, or inactions of third parties;
- e. a suspension or other action taken with respect to the Services;
- f. 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;
- g. illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data.

The Bank shall not be liable to you for any losses caused by force majeure, riot, war or natural events or due to other occurrences for which the Bank is not responsible, including but not limited to strike, lock-downs and administrative acts of domestic or foreign public authorities.

In case of consequential loss incurred as a result of our non-execution, erroneous execution or late execution of the Service, our liability to you is restricted to 12,500 euros; this does not apply to lost interest and to risks which the Bank has particularly taken on. However, we shall not be liable for any consequential or indirect loss if the circumstances which led to the non-execution, erroneous execution or late execution of the Service by us (i) are based on an unusual, unforeseeable event on which we have no influence and the consequences of which could not have been prevented despite application of due diligence, or (ii) were caused by us on the basis of a statutory obligation.

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 the 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 the Terms or in this Country Schedule shall exclude or in any way limit our liability to you for (i) wilful default, (ii) gross negligence, (iii) fraud, (iv) death or personal injury or (v) breach of an essential contractual obligation (where an “essential contractual obligation” is an obligation which

necessarily has to be fulfilled in order to enable the performance of the contract and which generally allows the contracting party to rely on compliance with it).”

2.2. Clause 17 (Abnormal and unforeseeable consequences) shall not apply.