

# Edward Jones Mobile Pay Terms and Conditions

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Thank you for your interest in using your Edward Jones Visa® Debit Card (“Card”) in a mobile payment application. Mobile payment applications (“Mobile Pay”) are offered by mobile phone providers (“Mobile Pay Providers”) via a smartphone or other electronic device on which Mobile Pay is installed (altogether, your “Mobile Device”). The related services are referred to below as the “Mobile Pay Services.”

## When These Terms & Conditions Apply

These Edward Jones Mobile Pay Terms and Conditions (“Terms and Conditions”) apply when you enroll your eligible Card in a Mobile Pay Service. These Terms and Conditions are a legal agreement among you, Edward D. Jones & Co., L.P. (“Edward Jones”), BNY Mellon Investment Servicing Trust Company (“BNY Mellon”) and PNC Bank, N.A. (“Bank”).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR ELIGIBLE CARD IN A MOBILE PAY APPLICATION, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND TO AND ABIDE BY THESE TERMS AND CONDITIONS.

IF YOU DO NOT WANT TO AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT CREATE, ACTIVATE OR USE YOUR CARD WITH A MOBILE PAY APPLICATION. If at any time you wish to discontinue use of Mobile Pay, you may delete your Card from the Mobile Pay application on your Mobile Device.

## Definitions

Within these Terms and Conditions, “you” and “your” refer to the client whose name is located on the Card or any authorized user of the Card. “We,” “us,” and “our” refer to Edward Jones, BNY Mellon and/or Bank, as the context dictates.

## Relationship to Mobile Pay Providers

Each Mobile Pay Service is a service offered exclusively by the corresponding Mobile Pay Provider using its eligible Mobile Devices. None of us or our affiliates owns, operates or controls any Mobile Pay applications and is not responsible for any service provided to you by Mobile Pay Providers or by any third party engaged by a Mobile Pay Provider. We are also not responsible for any information or other services provided to you by a Mobile Pay Provider or any other third parties associated with a Mobile Pay Service.

## Our Responsibility

With regard to your usage of Mobile Pay, our sole responsibility is in providing information to the relevant Mobile Pay Provider in order to allow you to enroll your eligible Card into the Mobile Pay Service as well as processing the corresponding transactions. We do not control a Mobile Pay Service in any way, and are not liable for any failure of a Mobile Pay Service resulting in your inability to use Mobile Pay. We also are not responsible for any third party performance surrounding or related to a Mobile Pay Service and any agreement you enter into with those third parties.

## Cardholder Agreement

Enrollment of your Card into a Mobile Pay Service does not

impact any other agreement we have with you. The terms and conditions for your Card, which were provided to you when your debit card was issued and amended, from time to time remain in full force and effect regardless of whether you use a Mobile Pay Service. Please note that any transaction you make with your enrolled Card using a Mobile Pay Service will be considered the same as if you had used your Card in person to conduct the transaction. All applicable fees will apply per the terms of the cardholder agreement.

## Using Mobile Pay

Using Mobile Pay allows you to access available funds in your underlying Edward Jones account using your supported Mobile Device to make (i) contactless payments at merchants’ contactless-enabled point-of-sale terminals and/or readers that accept contactless payments using your Mobile Device (in lieu of you presenting your physical Card) and (ii) in-app or other digital commerce payments at merchants participating in the relevant Mobile Pay Service.

Mobile Pay requires merchants (those individuals or organizations who accept Cards for payment) to use specific point-of-sale machines. As a result, you may not be able to use Mobile Pay at all locations where your Card is normally accepted. We make no warranty or representation that you will be able to use your Card through a Mobile Pay Service at all merchants.

When you enroll in Mobile Pay, your Card information is securely transmitted by the relevant Mobile Pay Provider to BNY Mellon or Edward Jones for authorization to enroll your Card in the service. Your Card information is then replaced with a device-specific account number, commonly referred to as a token, which may be used in lieu of your Card number to pay for goods and services at participating merchants.

By designating your Card as your primary card within a Mobile Pay application, you can conduct transactions by placing your eligible mobile device near the participating merchant’s point-of-sale terminal or near-field-communication (“NFC”) reader. To authorize the transaction you may have to use biometric fingerprint security feature or other Mobile Pay Provider-permitted security feature on your supported device.

**You are solely responsible for maintaining the confidentiality of your Mobile Provider User ID, Mobile Provider passwords and any other means that you may from time to time use to access the relevant Mobile Pay application. If you share these credentials with any other person, they may be able to use your Card and obtain access to your personal and payment information available through a Mobile Pay Service.**

## Device Eligibility

You are required to have an eligible Mobile Device in order to use a Mobile Pay Service. Each Mobile Pay Provider, at its sole discretion, determines which Mobile Devices are eligible to be used with its Mobile Pay Service. Devices which have been unlocked in an unauthorized fashion (“jail-broken”) or otherwise modified may not be eligible to use Mobile Pay.

You acknowledge that use of an ineligible mobile device with a Mobile Pay Service is expressly prohibited, constitutes a breach of these Terms and Conditions, and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your Card in a Mobile Pay Service. We are not liable to you or any third party for the effects of such termination or suspension.

## Account Eligibility

In order for you to authorize your use of your Card within a Mobile Pay Service, your Card and the underlying Edward Jones account must be in good standing and you must not be restricted from using Mobile Pay based upon any limitations imposed by the corresponding Mobile Pay Provider, your wireless service provider, and/or any third party associated with Mobile Pay.

## Lost or Stolen Cards or Devices

If you enroll in a Mobile Pay Service and your device is lost or stolen, or you have reason to believe that your device has been compromised, including that of your fingerprint reader, PIN, or other security device, you must notify us immediately, so we can take action to disable your Card for use within the Mobile Pay Services. Given that your device can be used like a Card to make purchases, you must notify us in the event your device is lost or stolen with the same urgency as if your actual Card is lost or stolen. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorized use of your Card, whether that use was through a Mobile Pay Service or not. Notify us at 888-289-6635 (U.S.) or 610-382-7580 (overseas collect call).

## Ancillary Mobile Pay Provider Services

If, in the future, a Mobile Pay Provider decides to offer, or allows other third parties to offer, through a Mobile Pay Service any additional information or services to you ("Ancillary Services" such as coupons, discounts, rebates, etc.), you understand and agree that Edward Jones does not endorse or warrant any of these offers or services and has no control over these Ancillary Services. You further agree that Edward Jones is neither responsible nor liable for any loss or damage as a result of your use of such Ancillary Services.

## Fees for Mobile Pay

We currently do not assess fees for a Mobile Pay Service. You are responsible for any fees or additional charges levied by your wireless communication provider ("Wireless Carrier") in connection with use of Mobile Pay.

If your Edward Jones account includes overdraft protection (margin), and a transaction originated via Mobile Pay, along with other account activity processed in the same business day, results in a returned item fee or overdraft fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Fee Schedule. If you frequently overdraw your account, we reserve the right to terminate your usage of the Mobile Pay Services.

## Your Data & Privacy

You agree that we may collect, transmit, store and use certain information about you and your use of your Card in Mobile Pay. The transmission, storage and usage of this data is governed by the privacy policy applicable to your Card or the underlying account.

You understand and acknowledge that third parties, such as

Mobile Pay Providers and Visa® Inc., will have access to certain details regarding eligible Card transactions made using a Mobile Pay Service. You understand that information that is provided to or held by a Mobile Pay Provider or other third parties in relation to a Mobile Pay Service is outside our control. Any information you disclose to a Mobile Pay Provider or any other third party is subject solely to their security policies and governed by their respective privacy policies and not the Edward Jones privacy policy applicable to your Card or the underlying Edward Jones account.

## Suspension or Cancellation of Services

We reserve the right to discontinue support of a Mobile Pay Service at any time without advance notice to you. We may suspend or cancel your use of your eligible Card in one or more Mobile Pay Services at any time, for any reason and without advanced notice to you.

## Disclaimer of Liability

You agree that none of us will have any liability to you or any third party for the potential impacts of discontinuing one or more Mobile Pay Services, suspending your ability to use one or more Mobile Pay Services or terminating your use of your Card in Mobile Pay.

We are not liable for circumstances that delay, interrupt, adversely impact, or prevent your ability to use your Card with a Mobile Pay Service (such as, but not limited to, fire, flood, network or system down, time, or interference from an outside force).

## Disclaimer of Warranties

You agree and acknowledge that your use of Mobile Pay is at your own risk. No notification to you, either oral or written, provided by us or our authorized representatives, or any third party shall create any implied, express or statutory warranty with regards to the use of your Card through a Mobile Pay Service including warranties of fitness for a particular purpose.

We are not responsible for the accuracy of information displayed through a Mobile Pay Service. Likewise, we are not responsible for your mobile device, the software installed on your device (either the operating system or any other software you choose to install) or the hardware associated with your device. We make no representations, warranties, or guarantees concerning these matters.

We are not responsible for, and do not provide, any support or assistance for any third-party hardware, software or other products or services (including any Mobile Pay service or any Mobile Device). If you have any questions or issues with a third-party product or service, including issues pertaining to the operation of your Mobile Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to Mobile Pay (other than questions or issues specific to the use of your Card), please contact the relevant Mobile Pay Provider.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR OUR LIMITED ROLE WITH MOBILE PAY. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE USE OF A MOBILE PAY SERVICE MAY BE DELAYED, INTERRUPTED OR

DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO A MOBILE PAY SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF MOBILE PAY, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO MOBILE PAY. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THESE TERMS AND CONDITIONS SHALL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## Indemnification

You agree to defend, indemnify and hold harmless each of us, our parents, affiliates, service providers and their officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising from your breach of these Terms and Conditions or the breach of these Terms and Conditions by any joint account holders or authorized users of your Card and/or your use of Mobile Pay. You must use your best efforts to cooperate with us and may also participate at your own expense in the defense of any such claim.

## Governing Law

These Terms and Conditions shall be governed by, interpreted under and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any state conflict of law provisions. To the extent that these Terms and Conditions conflict with applicable state or federal law, such state

or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of these Terms and Conditions shall remain in full force and effect.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions.

## Changes to These Terms and Conditions

As part of your use of Mobile Pay, you agree to receive all notifications related to Mobile Pay via electronic means. We may amend these Terms and Conditions, and any applicable fees and charges for a Mobile Pay Service at any time by notice to you which could include, but may not be limited to, push notifications to your Mobile Device, unless the amendment is required by law or applicable regulation, in which case we will not send you notice of an amendment.

We may also provide you with notice concerning these Terms & Conditions via electronic notice to you at any e-mail address you have provided to us, or by contacting you using any telephone number you have provided to us, or by contacting you at the mailing address we have on file for you.

The revised version will be effective at the time it is posted or delivered unless a delayed effective date is expressly stated in the revision or required by law. Any use of Mobile Pay after a notice of change will constitute your agreement to such changes and revised versions.

## Notices From You

Any notice you provide to us will be effective upon our receipt of such notices providing that we have had a reasonable time to review and act upon your notice.

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