

# Edward Jones Online Access Terms and Conditions

These terms and conditions (“Terms”) govern your access to and use of Edward Jones Online Access (“Site”), and the services (“Services”) and information (“Information,” and collectively with Site and Services, “Online Access”) contained therein. This includes your receipt of certain account-related information via electronic delivery, and your access to and optional use of the Edward Jones Service for Linking Outside Accounts powered by Yodlee. By agreeing to these Terms, as well as by viewing or using Online Access, you accept these Terms. These Terms are in addition to, and do not change or modify, any other agreement between you and Edward Jones, including but not limited to your Edward Jones account agreement(s) (“Account Agreement”).

Edward Jones may change these Terms at any time and without notice by updating them on Online Access. You agree that if you use Online Access after these Terms are updated, you will be bound by such change. At the time of a change to these Terms, you have the right to reject such change by discontinuing your use of Online Access.

You acknowledge that (a) nothing on Online Access constitutes an offer to sell, or a solicitation of an offer to buy a security; (b) you have read in its entirety, understand and agree to be bound by these Terms; (c) Online Access does not provide or constitute investment, tax or legal advice, and you will not use it as such; (d) Edward Jones and its employees, representatives and agents can record (in any form), retain and use any communication or information transmitted between you and Edward Jones in Online Access; (e) certain Services may have additional terms and conditions located on Online Access, and your use of such Services constitutes your agreement to these additional terms and conditions.

## 1. Online Access

Online Access provides you with electronic access to Services and Information and allows you to communicate electronically with Edward Jones. You agree not to use electronic communication to transmit (a) any instructions affecting your account(s) (including orders to purchase or sell a security); or (b) personal credit information (including credit card numbers). You are responsible for the selection, installation, maintenance and operation of any hardware or software you use to access or use Online Access. Edward Jones is not responsible for any errors, failures or malfunctions of your computer or software. Edward Jones reserves the right to change the system requirements for using Online Access.

You may cancel Online Access, by contacting Online Client Support at 800-441-5203. There is no fee to continue receiving paper records, although you will no longer have access to Online Access and the additional features it supports, such as the Linking for Outside Accounts Service. Any changes will be active within 30 days, unless you are otherwise notified by Edward Jones.

Edward Jones will retain records for as long as legally required, and you may always request a copy through your Edward Jones financial advisor.

## 2. Electronic Communications

You acknowledge and agree that (a) your Email Address you have provided in Online Access or to your financial advisor (“Email Address”) is valid and you have a device with internet access capable of accessing Online Access and viewing and printing PDF files; (b) by consenting to use Online Access, you are demonstrating that you have the ability to view and print information through electronic means; (c) it is your responsibility to periodically log on to Online Access, view your information and notify Edward Jones if any such information is inaccessible, incomplete, inaccurate or unreadable; (d) notwithstanding your

consent to receive information via Online Access, Edward Jones may at any time and for any reason instead deliver such information in paper form via U.S. mail; (e) your consent to Online Access remains in effect until you withdraw it or close your account; and (f) for joint accounts, your consent to Online Access will control the delivery of such information for your joint account holders unless they provide separate delivery instructions to Edward Jones.

You are responsible for updating Online Access or your financial advisor if you change your Email Address (“New Email Address”), and any failure to do so may result in your not receiving information related to your accounts with Edward Jones. If you provide such notice of a New Email Address, you consent to Edward Jones ceasing communication to the prior Email Address and begin communication to the New Email Address.

Electronic communications will stop if you do not verify the New Email Address within 7 days. If you later verify the New Email Address, electronic communications will resume. You acknowledge that electronic delivery only relates to documents and information required to be delivered to you by law, and that if you cancel Online Access, Edward Jones will deliver certain account information to you via U.S. mail, and may still contact you via electronic means, including by email, to keep you informed of important information about your account or Edward Jones’ services.

If you do not log on to Online Access for a period of months, Edward Jones reserves the right to stop any electronic communications and provide the information via U.S. mail. You consent to Edward Jones resuming electronic communications upon your next logon to Online Access.

You acknowledge that certain risks exist with electronic communications, including but not limited to unauthorized access, systems outages and disruptions in telecommunications services. Email is not private or secure and emails are not encrypted. Electronic communications may contain private or sensitive information, and you agree to safeguard your Email Address. The safeguarding of your Email Address is your sole responsibility, and failure to safeguard your Email Address may result in others viewing your private information. You agree not to respond to emails received from Edward Jones regarding your account by return email and that Edward Jones will not be responsible to act upon such responses.

## 3. User ID and Password

You can be provided with or create a user ID, and you will create your own unique password. You can change your user ID and password (collectively, “Login”) on the Site. Your Login is for your personal use only.

You are responsible for the confidentiality of your Login and agree not to share your Login with a third party. You are responsible for all acts or omissions occurring under your Login. You agree to notify Edward Jones immediately if you (a) believe your Login has been lost or stolen; (b) believe the confidentiality of your Login has been compromised; or (c) learn of a possible or actual unauthorized use of your Login. Edward Jones reserves the right to suspend or revoke your Login at any time without notice.

## 4. Optional Edward Jones Service for Linking Outside Accounts

Edward Jones offers an OPTIONAL service for linking outside accounts, powered by Yodlee.

(a) By using the Edward Jones Service for Linking Outside Accounts, you authorize Edward Jones and its third-party service providers (“Service Provider” or “Yodlee”) to access

third-party sites that you designate, on your behalf, to retrieve information you request, and to register for access to the accounts you designate. Edward Jones and its Service Provider have a limited power of attorney for you for these purposes only, and Edward Jones and its Service Provider are your true and lawful attorney-in-fact and agent for these purposes. In that role, Edward Jones and its Service Provider have full power and authority to access, as a substitute for you, third-party internet sites, servers or documents, retrieve account and asset information, and use your account and asset information only as described in these Terms, and may perform every act necessary to carry out these activities. You acknowledge and agree that when Edward Jones or its Service Provider accesses and retrieves account and asset information from third-party sites at your direction, Edward Jones and its Service Provider are acting as your agent and not the agent or on behalf of a third party. You agree that any third-party account providers may rely on the authorization, agency and power you grant. You understand and agree that Edward Jones Service for Linking Outside Accounts is not endorsed or sponsored by any third-party account providers accessible through Edward Jones Service for Linking Outside Accounts.

- (b) By using the Edward Jones Service for Linking Outside Accounts, you are licensing to Edward Jones and its Service Provider any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the Edward Jones Service for Linking Outside Accounts. Edward Jones and its Service Provider may use, modify, display, distribute and create new material using such Content to provide the service to you. Edward Jones or its Service Provider may also use, sell, license, reproduce, distribute and disclose aggregate, non-personally identifiable information that is derived through your use of the Edward Jones Service for Linking Outside Accounts to improve Edward Jones' site, services, or for any other legitimate business purposes. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed, that without any particular time limit, and without the payment of any fees, Edward Jones or its Service Provider may use the Content for the purposes set out above. As between Edward Jones and its Service Provider, Edward Jones owns your confidential account information, which is subject to your Edward Jones Account Agreement.
- (c) When providing account password information and in granting Edward Jones and its Service Provider authority to access accounts at third-party financial institutions and websites, you represent and warrant that your disclosure of such disclosures and authorities is not prohibited by your account agreement or terms of use, that it does not violate any other applicable restriction on your ability to share such information, and that it does not violate the proprietary, privacy or other rights of any third-party individual. Edward Jones does not guarantee that its aggregation services will always be available for all third-party institution information or websites, and reserves the right to, in its sole discretion, exclude from or cease providing aggregation services related to account and asset information from any third-party financial institution or website.

## 5. Limitation of Liability

- (a) By consenting to these terms, you hereby release from liability Edward Jones, its Service Provider, principals, associates, employees, affiliates, vendors, licensors and agents from (i) any loss or damages incurred by you related to your use, attempted use, unauthorized use, performance, or inability to use Online Access or the Edward Jones Service for Linking Outside Accounts, including damages caused by delays, errors, inaccuracies, unreliability of Services or Information, loss of data or software restoration; or (ii) special, incidental, consequential, indirect or punitive damages related to your use of Online Access or the Edward Jones Service for Linking Outside Accounts, including but not

limited to unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of anyone using the Edward Jones Service for Linking Outside Accounts; (iv) the use, inability to use, unauthorized use, performance or non-performance of any third-party account provider site, even if the provider has been advised previously of the possibility of such damages; or (v) any other matter relating to your use of the Edward Jones Service for Linking Outside Accounts, even if such damages were reasonably foreseeable.

- (b) NEITHER EDWARD JONES NOR ITS SERVICE PROVIDER, PRINCIPALS, ASSOCIATES, EMPLOYEES, AFFILIATES, VENDORS, LICENSORS AND AGENTS ARE RESPONSIBLE FOR OR ABLE TO CONTROL SECURITY, CONFIDENTIALITY OR PRIVACY OF THIRD-PARTY SITES.

## 6. Restrictions on Use of Online Access

- (a) All Online Access content is the property of Edward Jones or its licensors and is protected by applicable copyright, patent, trademark or other intellectual property law. You may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate or commercially exploit any Online Access content without Edward Jones' written consent. You also agree not to use any Online Access content for any unlawful purpose.
- (b) Online Access is being provided for your personal, non-commercial use and display. You may print a hard copy of Information for your personal reference, provided you agree not to remove any copyright or other notices.
- (c) Although Online Access includes material about the investment process generally as well as research commentary relating to specific securities, Edward Jones is not providing personal investment advice through Online Access and does not represent that any such securities are suitable for you. You agree to make your own independent evaluation of the investment merits and suitability for you of any such securities. The Information reflects the authors' analysis as of the published date. The accuracy, completeness and timeliness of Information cannot be guaranteed and is subject to change. The price of any security listed on Online Access may differ from the current market price of that security. Further, the price for any security contained in any section of Online Access may differ from the price for that security contained in any other section of Online Access. Neither Edward Jones nor any third-party provider is under an obligation to update Information to reflect circumstances that may occur after the date first appearing on Online Access. Some asset categories may not be included on Online Access.
- (d) The Information within Online Access does not supersede or replace trade confirmations or statements mailed to you by Edward Jones. However, within Online Access you may elect to receive electronic notification when documents such as statements, trade confirmations and tax forms have been posted on Online Access.
- (e) Transmission or use of any material in violation of these Terms, any applicable law, rule or regulation, or the rights of any third party is prohibited. This includes but is not limited to material that is copyrighted; protected by trademark, trade secret or patent; defamatory, threatening, obscene, lewd or indecent; or material that results in an invasion of privacy.
- (f) You may not use Online Access in any manner that would negatively impact it. You may not use any means of systematic retrieval of data or other content from Online Access other than those expressly permitted. You may not obtain, or attempt to obtain, access to any material or information on Online Access through any means not expressly authorized by Edward Jones. You may not use another person's Login to access or use Online Access.
- (g) You may not frame any Online Access content. You must obtain Edward Jones' consent before creating a hyperlink or similar connection to Online Access.

## 7. Disclaimer of Warranties

EDWARD JONES AND ITS SERVICE PROVIDER, PRINCIPALS, ASSOCIATES, EMPLOYEES, AFFILIATES, VENDORS, LICENSORS AND AGENTS EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ERROR-FREE AND UNINTERRUPTED SERVICE.

## 8. Your Representations and Warranties

You represent and warrant that you are of the age of majority in your state of domicile and that all information you provide in Online Access (including during registration) is accurate and complete. In addition, by using the Edward Jones Service for Linking Outside Accounts, you represent and warrant that all information you provide is true, accurate, current and complete regarding yourself and your accounts maintained at other websites. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree to use complex passwords to keep your passwords confidential, and to use different credentials for different websites.

## 9. Confidentiality

Edward Jones will use reasonable precautions to maintain the confidentiality of your account and the information you provide in connection with your use of Online Access. Because such information can be accessed through the internet, you hereby acknowledge and agree that there can be no assurance that any information provided by you or to you through Online Access will remain secure.

Edward Jones and its Service Provider will use reasonable precautions to maintain the confidentiality of your account and the information you provide in connection with your use of Edward Jones Service for Linking Outside Accounts. Because the information accessible through Online Access can be accessed through the internet, you hereby acknowledge and agree that there can be no assurance that any information provided by you or to you through Online Access will remain secure.

## 10. Sharing of Information

Edward Jones may disclose information provided by you through Online Access to others (a) for any purpose related to the conduct of Edward Jones' business or to the offering, providing or maintaining of Online Access; (b) to comply with applicable state or federal laws or other legal process; and (c) to respond to government agencies or authorities.

## 11. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Missouri without giving effect to the choice of law or conflict of laws provision thereof.

## 12. Fees

There is no charge for using basic Online Access; however, you may incur a fee for using certain Services. You agree to allow Edward Jones to charge your account for any such fees as they become due and payable.

## 13. Termination

Edward Jones may terminate your access to Online Access at any time, for any reason, and without notice. Additionally, any violation or breach by you of these Terms will be cause for Edward Jones to terminate your access to Online Access without notice. Paragraphs 5-12 of these Terms shall survive such termination.

## 14. Miscellaneous

(a) Edward Jones' failure to insist at any time upon strict or timely compliance with these Terms, or its delay or failure to exercise any power or right, shall not waive Edward Jones' later exercise of that power or right.

- (b) If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions shall remain valid and in effect to the fullest extent possible.
- (c) In the event of a conflict between these Terms and your Account Agreement, the Account Agreement shall control.
- (d) Certain of these Terms shall by their nature continue in full force and effect after termination of your use of Online Access, including any authorizations you have granted, all disclaimers of warranties and limitations of liability, and indemnification and arbitration provisions.
- (e) Online Access may contain links to third-party sites or materials. These third-party sites and materials may be subject to different privacy and security policies and settings from Online Access and, by accessing or using these third-party sites and materials, you consent to each third party's terms of access and use.
- (f) If you are using Online Access as an authorized party of an Edward Jones account owner, you acknowledge that you must obtain your own unique Login, and you represent that you are authorized by the account owner to access information related to them and their account.

## 15. Indemnification

You hereby agree to indemnify and hold harmless Edward Jones and its principals, associates, employees, affiliates, vendors, licensors and agents, and any third-party providers from and against all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs) arising out of or related to your breach of these Terms or your use of Online Access (a) in violation of these Terms; (b) in violation of any rights of Edward Jones or any third-party provider, including copyright, patent, trade secret, trademark or other intellectual property rights and publicity and privacy rights; (c) in violation of any applicable law, rule or regulation; or (d) in a negligent or illegal manner. This indemnification is binding upon you and your executors, heirs, representatives, successors and assigns.

By using the Edward Jones Service for Linking Outside Accounts, you agree that Edward Jones' Service Providers assisting in the provision of the aggregation services are third-party beneficiaries of the above provisions, with all rights to enforce such provisions as if the Service Providers were a party to this Agreement.

## 16. Arbitration

You agree that the arbitration agreement contained within the Account Agreement applies to any controversies or disputes arising out of or relating to your use of Online Access, or to these Terms, or any breach thereof.

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