

Edward Jones Online Bill Payment Service Agreement

Definitions

“Agreement” means the terms and conditions of the Service offered by Edward Jones, as set forth herein.

“Application” means the method by which you access the Service.

“Biller” is the person or entity to whom you direct a bill payment or from whom you receive electronic bills, as applicable.

“Billing Account” is your Edward Jones account from which all applicable Service fees will be automatically debited.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“Due Date” is the date reflected on your Biller statement for which the payment is due, which does not include the late payment date or applicable grace period.

“Pay Date” is the date on which the Biller should receive your payment.

“Payment Account” is your Edward Jones account from which bill payments will be debited.

“Payment Instruction” is the information provided by you for a bill payment to be made to the Biller (including, but not limited to, the Biller name, Biller account number and Process Date).

“Process Date” is the date on which your Payment Account will be debited, as well as the date on which the payment processing will be initiated. If a Process Date falls on a non-Business Day, such payment processing will be initiated, and your Payment Account will be debited, on the prior Business Day.

“Scheduled Payment” is a payment that has been scheduled through the Service but where processing has yet to be initiated.

“Service” means the Bill Payment Service described in this Agreement.

“Service Provider” is Fiserv, Inc., which provides the Service offered by Edward Jones.

Payment Scheduling

Transactions begin processing on your Process Date. The earliest possible Pay Date for each Biller — typically four (4) or fewer Business Days from the Process Date — will be designated within the Application when you schedule the payment. When scheduling payments, you must select a Process Date so that the associated Pay Date is no later than the actual Due Date reflected on your Biller statement.

Service Guarantee

Due to circumstances beyond the control of the Service including, but not limited to, delays in handling and/or posting of payments by the Billers and/or their financial institutions, some transactions may take longer to be credited to your Biller account.

Edward Jones or Service Provider will bear responsibility, of an amount up to fifty dollars (\$50.00) for each late payment-related charge, where a payment is posted after its Due Date. However, this responsibility shall be limited only to those circumstances where the payment was scheduled in accordance with the requirements set forth above under “Payment Scheduling.”

Payment Authorization and Payment Remittance

By providing Service Provider with the names and account information of Billers to whom you wish to direct payments for purposes of the Service, you authorize Service Provider to follow the Payment Instructions it receives from you through the Service.

In order to process payments more efficiently and effectively, Service Provider may edit or alter payment data or data formats.

When Service Provider receives a Payment Instruction, you authorize a debit to your Payment Account in order to remit funds on your behalf to your Biller so that funds arrive within a reasonable time period after the Scheduled Payment date. You also authorize a credit to your Payment Account for returned payments from the United States Postal Service (“USPS”) or Biller, or any other payments remitted to you from an authorized user of the Service.

Service Provider will use its good faith, best efforts to make all your payments properly. However, neither Edward Jones nor Service Provider shall incur liability, and any “Service Guarantee,” as described above, shall become null and void, if Service Provider is unable to complete any payments initiated by you due to one or more of the following circumstances:

1. If, through no fault of Edward Jones or Service Provider, your Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft availability;
2. Service Provider’s payment processing center has undergone a Service disruption, of which you have been notified prior to executing the transaction;
3. You have not provided Service Provider with the correct Payment Account information or the correct name, address, phone number or account information for the Biller;
4. Your Payment Account is restricted by Edward Jones;
5. Your Payment Account is closed;
6. Edward Jones or Service Provider has a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring; or
7. Circumstances beyond the control of Edward Jones and/or Service Provider (including, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction, and both Edward Jones and Service Provider have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if Service Provider causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller that does not comply with your Payment Instruction, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, directing to the proper Biller any previously misdirected transactions and, if applicable, paying any late payment-related charges.

Payment Methods

Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic-to-check payment or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Application. There is no charge for canceling or editing a Scheduled Payment. However, if Service Provider initiates payment processing, it cannot be cancelled or edited and you must submit a stop payment request.

Stop Payment Requests

The ability to process a stop payment request will depend on the payment method and whether a check has cleared. Where the payment request is done through a preauthorized electronic fund transfer, Service Provider must receive your request three (3) business days or more before the Scheduled Payment date. If you call us to stop payment, you also may be required to confirm your request in writing within fourteen (14) days of your oral request.

You may call us, and provide written confirmation, where applicable, at the following:

1. Telephone us at 800-441-5203 during normal customer service hours;
2. Contact us by using the Application's e-messaging feature; or
3. Write to us at: Edward Jones
Attn: Online Client Support
P.O. Box 419110
St. Louis, MO 63131

Once a payment has been processed, Service Provider may not have a reasonable opportunity to act on any stop payment request. If you desire to stop any payment that has already been processed, you must contact Online Client Support. Although Edward Jones and/or Service Provider will make every effort to accommodate your request, they shall have no liability for failing to do so.

Prohibited Payments

Payments to Billers outside the United States or its territories are prohibited from being made through the Service.

Exception Payments

Tax payments and court-ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall Edward Jones or Service Provider be liable for any claims or damages resulting from your scheduling of these types of payments. The above "Service Guarantee" as it applies to any late payment-related charges is void when these types of payments are scheduled and/or processed by Service Provider. Neither Edward Jones nor Service Provider has any obligation to research or resolve any claim resulting from an exception payment. Any such research and resolution for any improperly applied, posted or directed payments will be your sole responsibility.

Electronic Bill Delivery and Presentment

This section solely applies to the presentment of electronic bills. It is your sole responsibility to contact your Billers directly if you do not receive your statements.

If you elect to activate one of the Service's electronic bill options, you also agree to the following:

- **Information provided to the Biller** – You are solely responsible for updating and changing your personal information including, but not limited to, name, address, phone number and email address with the electronic Biller. You must make any such changes by directly contacting the Biller. Additionally, it is your sole responsibility to maintain all user names and passwords for all electronic Biller sites. You further agree not to use someone else's information to gain unauthorized access to another person's bill. Service Provider may, at the Biller's request, provide the Biller with your email address, physical address or other information at the time of activating the electronic bill with the Biller in order for Biller to provide you with bill information related to the Service.
- **Activation** – Upon activation of the electronic bill feature, Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary based on the Biller and may take up to sixty (60) days, depending on each Biller's billing cycle. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to

keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

- **Authorization to obtain bill data** – Your activation of the electronic bill feature for a Biller shall be deemed by Edward Jones and Service Provider to be your authorization for us to obtain bill data and/or information from the Biller on your behalf. For some Billers, you will be asked to provide your user name and password for that Biller. By providing such information, you authorize Service Provider to use the information to obtain your bill data.
- **Notification** – Service Provider will use its good faith, best efforts to present all of your electronic bills promptly. In addition to notification within the Application, Service Provider may send an email notification to your email address listed in your Service account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to check the delivery of new electronic bills. The time for notification may vary from each Biller. You are solely responsible for ensuring timely payment of all bills.
- **Cancellation of electronic bill notification** – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary for each Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Service Provider will notify your electronic Biller(s) of any change in the status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. Neither Edward Jones nor Service Provider will be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- **Nondelivery of electronic bill(s)** – You agree to hold Edward Jones and Service Provider harmless should the Biller fail to deliver your statement(s). Copies of previously delivered bills must be requested from the Biller directly.
- **Accuracy and dispute of electronic bill(s)** – Neither Edward Jones nor Service Provider are responsible for the accuracy of your electronic bill(s). Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Your Liability for Unauthorized Transfers

Your liability for an unauthorized electronic fund transfer will be as follows:

If you tell us, within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability will be no more than \$50.00. If you do not tell us within two (2) Business Days after you learn of such a loss or theft, and we can demonstrate that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your statement contains a transfer that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any additional amounts transferred, after that sixty (60)-day time period, if we can demonstrate that we could have prevented the unauthorized transfer of funds if you had told us in time. We may extend this time period if your delay was due to a legitimate reason (such as a long trip or a hospital stay).

Errors and Questions

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at 800-441-5203 during normal customer service hours;

2. Contact us by using the Application's e-messaging feature; or
3. Write to us at: Edward Jones
Attn: Online Client Support
P.O. Box 419110
St. Louis, MO 63131

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after the completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

Password and Security

You agree to not give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, contact Online Client Support immediately at 800-441-5203.

Electronic Notification

By enrolling in the Service, you agree Edward Jones and Service Provider may send all notifications relating to the Service to you electronically.

Authentication Challenge Method

To use Edward Jones Online Bill Payment, you will be required to log into the Service using a Mobile Number Authentication Challenge Method, using a one-time security code for each login that is either (at your choice and with your consent) texted to you at the number on your account or emailed to you at the email on your account. If you have chosen "Remember this Device" in your settings, you will only be required to confirm your identity using a Mobile Number Authentication Challenge Method if you are logging in from a different device. If you consent to receive your security codes through text message rather than emails, you will also receive other text message communications through Edward Jones' text communications platform, which may include marketing communications. You do not have to accept the receipt of text messages to use any Edward Jones product or service and may opt out of text communications at any time. If you elect not to receive text messages, your security codes can be sent to your email address associated with the account.

Disclosure of Account Information to Third Parties

Edward Jones' general policy is to treat your account information as confidential. However, we reserve the right to disclose to third parties information about your account or the transactions you make ONLY in the following situations:

1. When it is necessary to complete a transaction;
2. When it is necessary to activate additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency, in accordance with the Fair Credit Reporting Act;
5. In order to comply with a subpoena, governmental agency or court order; or
6. If you give us your written permission.

Service Fees and Additional Charges

There may be a charge for optional services. You agree to pay such charges and authorize a deduction of the calculated amount from your designated Billing Account for these amounts and any additional charges that you may have incurred. Any financial fees associated with your Billing Account or Payment Account will continue to apply. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider.

Failed or Returned Transactions

By using the Service, you are requesting payments to be made on your behalf from your Payment Account. If we are unable to complete a transaction for any reason associated with your Payment Account (for example, if there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such cases, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any transaction fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by Edward Jones and Service Provider from time to time. In such event, you will be provided with notice thereof. Your use of the Service after such notice is provided will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services and/or related material, and limit access to only the Service's more recent revisions and updates.

Address or Banking Changes

You agree to promptly notify your financial advisor in writing of any address change. Additionally, you agree to notify your financial advisor in writing at least ten (10) Business Days in advance of any change in your Payment Account or your Edward Jones account status. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. Changes can be made either within the Application or by contacting your

financial advisor. All changes made to your Payment Account are effective immediately for scheduled and future payments paid from the updated Payment Account information. Neither Edward Jones nor Service Provider is responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination, Cancellation or Suspension

In the event you wish to cancel the Service, you may do so through the Application, or you may contact Online Client Support via one of the following:

1. Telephone us at 800-441-5203 during normal customer service hours; or
2. Write to us at: Edward Jones
Attn: Online Client Support
P.O. Box 419110
St. Louis, MO 63131

Any payment(s) Service Provider already has processed prior to the requested cancellation date will be completed. All Scheduled Payments (including recurring payments) will not be processed once you have cancelled the Service. Edward Jones may terminate or suspend your access to the Service at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Edward Jones, at its sole discretion, reserves the right to terminate, cancel or suspend the Service at any time for any reason. If Edward Jones does terminate, cancel or suspend the Service, we will notify you within a reasonable time period.

Billor Limitations

Edward Jones and Service Provider reserve the right to refuse to pay any Biller to which you may direct a payment. Edward Jones and/or Service Provider will notify you promptly of a decision to refuse to pay a Biller designated by you. No such notification will be given should you attempt to make a prohibited or exception payment, as specified above in the sections on *Prohibited Payments and Exception Payments*.

Returned Payments

In using the Service, you understand that Billers and/or USPS may return payments for various reasons including, but not limited to, the following: (i) Biller's forwarding address has expired; (ii) Biller's account number is not valid; (iii) Biller is unable to locate the account; or (iv) Biller's account is paid in full.

Edward Jones and/or Service Provider will use best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. Neither Edward Jones nor Service Provider shall be obligated to provide notification upon the voiding or crediting to your Payment Account, although we may do so from time to time.

Information Authorization

Your enrollment in the Service may not be fulfilled if your identity or other necessary information cannot be verified. Through your enrollment in the Service, you agree that Edward Jones and/or Service Provider may request a review of your credit rating at their own expense through an authorized bureau. In addition, you agree that Edward Jones and/or Service Provider reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the Agreement between you, Edward Jones and Service Provider, which supersedes any proposal or prior agreement, oral or written, and any other communications between you, Edward Jones and Service Provider relating to the subject matter of this

Agreement. If there is a conflict between what an employee of Edward Jones or Service Provider says and the terms of this Agreement, the terms of this Agreement will prevail.

Assignment

You may not assign this Agreement to any other party. Edward Jones or Service Provider may each assign this Agreement in the future to any directly or indirectly affiliated company. Edward Jones or Service Provider also may assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

Neither Edward Jones nor Service Provider shall be deemed to have waived any of their rights or remedies hereunder unless they waive such rights or remedies in writing. No delay or omission on the part of Edward Jones or Service Provider 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.

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Exclusions of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement 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 this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE EDWARD JONES' AND SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL EDWARD JONES OR SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE AND/OR SERVICE.

Arbitration

THIS AGREEMENT CONTAINS A BINDING PRE-DISPUTE ARBITRATION CLAUSE THAT MAY BE ENFORCED BY THE PARTIES. I AGREE AS FOLLOWS:

- 1. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- 2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- 3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- 4. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**

- 5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- 6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible in arbitration may be brought in court.**
- 7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**

Any controversy arising out of or relating to any of my account(s) from its inception, business, transaction or relationships I have now, had in the past or may in the future have with Edward Jones, its current and/or former officers, directors, partners, agents, affiliates and/or employees, this Agreement or the breach thereof, or transactions or accounts maintained by me with any of Edward Jones' predecessor or successor firms by merger, acquisition or other business combinations shall be settled by arbitration in accordance with the Financial Industry Regulatory Authority (FINRA) Code of Arbitration Procedures rules then in effect. My demand for arbitration shall be made within the time prescribed by those rules and will be subject to the applicable state or federal statutes of limitations as though filed in court. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

To the extent permitted by law, the exclusive jurisdiction for any such controversy that is not arbitrable under this Agreement shall be the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and I consent to the jurisdiction of such courts.

Class Actions. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claim encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

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