

# Online Access Agreement

This Online Access Agreement (the "Agreement") provides the terms and conditions of the Service.

Please read this Agreement carefully. By selecting "I Agree" below, or by using the Service or authorizing a person to use the Service on your behalf, you agree to the terms and conditions of this entire Agreement.

## Definitions.

For purposes of this Agreement, references to the following terms have the meanings set forth hereinbelow:

- "We," "us," and "our" means your broker ("Introducing Firm") and its clearing agent, First Clearing (a tradename of Wells Fargo Clearing Services, LLC (WFCS)) and any of their respective affiliates or direct or indirect subsidiaries, when any of them have established an Eligible Account or provided an Online Financial Service.
- "You" or "your" means, as applicable, each owner of an Eligible Account, a person applying for an Eligible Account, or Eligible Beneficiary, or a Delegate or Authorized Representative.
- "Authorized Representative" means a person with authority (actual or apparent) to take action or make decisions on behalf of another person with respect to an Eligible Account or an Online Financial Service. This definition includes any person (i) who has actual or apparent authority to access, manage or administer, or transact business for an Eligible Account or an Online Financial Service, regardless of whether that person has signed relevant documentation, or (ii) who an owner provided online credentials to for an Eligible Account or Online Financial Service, or (iii) who is a Delegate.
- "Business" means any person or entity other than a Consumer with an Eligible Account where an Online Financial Service is requested.
- "Business Day" means Monday through Friday, excluding Saturday, Sunday and U.S. stock exchange holidays for brokerage accounts.
- "Consumer" means a natural person (not a business or other entity) with an Eligible Account for which an Online Financial Service is requested primarily for personal, family or household purposes.
- "Delegate" means an Authorized Representative appointed using the Delegate Tools.
- "Delegate Tools" means management tools we provide that help you manage the authority and access for some of your Authorized Representatives. Delegate Tools let you limit or control the access that certain Authorized Representative will have and/or tasks they can perform with an Eligible Account or Online Financial Service.
- "Eligible Account" means each account you have with us or have applied for is accessible through the Website. Eligible Accounts include brokerage accounts or other investment accounts, and other products or accounts carried or custodied by First Clearing.
- "Eligible Beneficiary" means a person named in the governing document of a trust account as the recipient or potential recipient of funds from the account. An Eligible Beneficiary is entitled to have online access to that account.
- "Financial Management Software" means Quicken, QuickBooks, Turbo Tax, and other financial management software we may identify on the Website.
- "Include" and "including", when used at the beginning of a list of one or more items, indicates that the list contains examples. The list is neither exclusive nor exhaustive and the items in the list are intended only as illustrations.

- "Mobile Device" means a cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.
- "Mobile Service" means each of the products and services you may access through the Service using a Mobile Device. These products and services may be accessed through browsers, and apps, for example. Not all Eligible Accounts are accessible through the Mobile Service.
- "Online Access Process" includes the terms under which you are allowed to access and use the Service via the Website; the process used to access the Service (including required security procedures) via the Website; and our right to change, suspend or terminate all or part of the Service, this Agreement or your access to the Service.
- "Online Financial Service" includes each of the products or services you may access or enroll in through the Website, including the Mobile Service and any chat, virtual assistant, or similar service that may be available. Not every product or service available through the Online Financial Service may be available through the Mobile Service. The term Online Financial Service also includes actions you take, and instructions you give us, through the Website about the opening or maintenance of Eligible Accounts. The term Online Financial Service does not include an Eligible Account.
- "Service" means the Online Financial Service, any Mobile Service, fccsaccessonline.com or any other website, web pages or online portal plus any Eligible Accounts you can access via the Website after entering into this Agreement.
- "Website" refers to the websites and all other web pages maintained by us and accessible through fccsaccessonline.com. It also includes any other website or web pages you can access only after you, or a person for whom you are acting as an Authorized Representative, enter into this Agreement as a condition to accessing the Website. It does not include any website that has its own separate agreement governing online access.

**1. Your Use of the Service; Owners, Authorized Representatives and Delegates; Waiver of requirement for two or more signatures.**

**A. Your use of the Service.**

The Service is subject to this Agreement. Subject to the terms and conditions of this Agreement, you may use the Service to access your Eligible Accounts, obtain Online Financial Service and perform authorized transaction through the Website. The available categories of Eligible Accounts and Online Financial Service are described on the Website and may change from time to time, at our sole option. With respect to your Eligible Accounts, available transaction may include obtaining balance information, transaction history, portfolio detail and portfolio allocation. It also includes research reports, price quotations and other market commentary.

We do not provide any computer hardware or software programs for access to the Website. You are responsible for acquiring and maintaining a computer or other electronic device and equipment that can handle and access the Service. You are also responsible for all costs associated with accessing the Service and your Eligible Accounts and Online Financial Service.

In the event you use the Service or the links included on the Website to gain access to a website or Internet location or source of information of any other company, organization or person, you acknowledge that such other websites or locations are not under our control and agree that we shall not be responsible for any information or other links found at any such website or Internet location or source of information, or for your use of such information. We provide such links only as a convenience to you, and have not tested any software or verified any information found at such websites (except with respect to a prospectus or sales literature prepared by us). The fact that we have provided a link to another website does not signify an endorsement of the website or its contents by us or constitute a recommendation by us of any security referenced on the website.

You understand the Service is intended for use by customers located within United States. You also understand that the Service is based in the United States. We do not make any representation that the Service

is appropriate or available for use outside of the United States. You are prohibited from accessing the Service from territories where the use of the Service is not permitted. If you choose to access the Service from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws and regulations.

## **B. Owners, Authorized Representatives and Delegates.**

If an Eligible Account is owned by more than one person or has more than one Authorized Representative or Delegate, each such person individually has the right to provide us with instructions (written, electronic, or verbal), make any decision, obtain any information or make any request associated with the Eligible Account and related Online Financial Service, to the extent allowed by the terms, conditions or governing provisions of the Eligible Account. You agree that each of your Authorized Representatives will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Eligible Account or Online Financial Service. We may rely and act on the instructions of any such person without incurring liability to you. All transactions that an Authorized Representative performs on an Eligible Account or Online Financial Service, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them.

1. If you make a person an authorized signer on an Eligible Account, and that authorized signer is enrolled in the Service, we may in our discretion treat that authorized signer as an Authorized Representative. If you notify us that an Authorized Representative is no longer authorized, only transactions that you did not want or intend and that the Authorized Representative performs after you notify us, and we have a reasonable opportunity to act on the notice, will be considered unauthorized transactions. Please refer to the specific agreements for your Eligible Accounts and Online Financial Service for more details.
2. From time to time, we may offer tools on the Website or through other channels for managing the authority of some of your Authorized Representatives ("Delegate Tools"). Delegate Tools permit you, either directly or through us, to limit or control the access that certain of your Authorized Representatives will have to, or tasks they can perform with, an Eligible Account or Online Financial Service. An Authorized Representative acting within the authority established using the Delegate Tools is referred to as a "Delegate" in Paragraphs 1.B.3 through B.9 of this Agreement. Any owner and certain Authorized Representatives of an Eligible Account may use the Delegate Tools to establish a Delegate. We may provide Delegate Tools that permit one Delegate to establish, or manage the access of, another Delegate. A Delegate may also, as an Authorized Representative, have other authority in addition to the authority established using the Delegate Tools. A Delegate appointment by one owner or a certain Authorized Representative of an Eligible Account will be considered a Delegate appointment by all other owners of that Eligible Account. You agree that you, and not we, are responsible for supervising all of your Authorized Representatives and monitoring the actions they take on your behalf, whether or not we provide Delegate Tools for managing their authority. Some Delegate features may not be available for certain accounts or customers.
3. All transactions that a Delegate performs on an Eligible Account or Online Financial Service within the scope of the authority you grant using the Delegate Tools, including any transactions you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them. If you revoke or change the authority of a Delegate using the Delegate Tools, only transactions that you did not want or intend and that the Delegate performs after you change their authorization and we have a reasonable opportunity to act on that notice will be considered unauthorized transactions. To notify us that you want to terminate a Delegate appointment you have made on the Website, you must access the Website using your username and password, select the applicable link to manage access to your accounts on the account services page, and follow the directions to delete the Delegate, or you must contact Online Customer Service by calling 1-877-488-3748 with your notification to remove the Delegate. If you have made a Delegate

appointment through another channel, you must follow the process for terminating the Delegate appointment through that same channel.

4. We may, at our option, permit you to authorize a Delegate to initiate fund transfers or other transactions on an Eligible Account or through an Online Financial Service. If you authorize a Delegate to initiate fund transfers or other transactions on an Eligible Account, then you are also agreeing that for purposes of such transactions the Delegate is an authorized signer on the Eligible Account, subject to the terms of the separate agreement for your applicable Eligible Account. In addition, if you make a person an authorized signer on an Eligible Account, and that authorized signer is enrolled in the Service, we may in our discretion treat that authorized signer as a Delegate and automatically assign View and Transact authority to that Delegate, as described in paragraph B.6, below.
5. You agree that you may only appoint Delegates, at our sole option, in accordance with the requirements and procedures we provide to you from time to time. This provision takes precedence over any conflicting provision in any other agreement you have with us. We may discontinue offering Delegate options or permitting Delegates to access your Eligible Account or Online Financial Service at any time without prior notice.
6. The Service includes the following types of Delegates:
  1. View Only, a person with his or her own username and password for accessing the Service and for whom you authorize online access to an Eligible Account or Online Financial Service, but with authority only to view balance and transaction information.
  2. View and Transact, a person with his or her own username and password for accessing the Service and to whom you authorize online access to an Eligible Account or Online Financial Service with authority to engage in and authorize specified transactions with respect to that Eligible Account or Online Financial Service, as permitted by the Service.
7. You are responsible for ensuring that each Delegate maintains confidentiality of their username, password, or other login identification.
8. You agree that each Delegate will access and use each Eligible Account, and Online Financial Service, in accordance with the authority given to the Delegate by the delegating owner. Each time the Delegate accesses, views, or transacts on an Eligible Account or Online Financial Service, you represent and warrant to us that the Delegate's action is authorized by the delegating owner. If we receive conflicting instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of a Delegate, we may at our sole discretion terminate the Delegate's access to the Service, an Eligible Account, or an Online Financial Service, or prevent the individual from being a Delegate, without prior notice to you or any account owner.
9. The authority of a Delegate will terminate when we have a reasonable opportunity to act on any of the following: (a) when an owner or Authorized Representative notifies us through the appropriate channel that the Delegate's authority is terminated and requests that the Delegate be removed, (b) when an owner or Authorized Representative notifies us that the owner appointing the Delegate ceases to be an owner on the Eligible Account and requests that the Delegate be removed, (c) upon our receiving written notice of the death or incapacity of the delegating owner from a court of competent jurisdiction or from a source that we consider official and reliable and requests that the Delegate be removed, (d) at our sole discretion if an owner or Delegate breaches any provision of this Agreement, or (e) when, in the case of a View Only Delegate or View and Transact Delegate, the Delegate ceases to be enrolled in the Service.

#### **C. Waiver of requirement for two or more signatures**

Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic transfers. This means that you're allowing any Authorized Representative on your Eligible Account to individually make electronic transfers, even though his/her authority to transfer or withdraw funds from your account by some other means (such as by check) must be exercised jointly with one or more other persons.

This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

## **2. Accessing Eligible Accounts and Online Financial Service through the Service and terminating access**

### **A. Gaining online access to or using the Service**

You authorize us to provide access to your Eligible Accounts and Online Financial Service through the Service. You may access your Eligible Accounts and Online Financial Service through the Website to obtain information and perform transactions as authorized on the Website.

To access your Eligible Accounts and Online Financial Service through the Website you must have a username, a password and the supported hardware and software (see [Online Technical Requirements](#) for details). You must also comply with any other security procedures and policies we may establish from time to time.

Subject to the terms of this Agreement, you will generally be able to access your Eligible Accounts and Online Financial Service through the Website 7 days a week, 24 hours a day. At certain times, the Service may not be available due to system maintenance or circumstances beyond our control.

You must provide all telephone and other equipment, software (other than any software provided by us) and services you need to access the Service.

When using the Mobile Service, you may generally access certain Eligible Accounts through the mobile browser using a Mobile Device.

### **B. Terminating your access to the Service.**

1. **For violation of the Agreement.** If you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any one or more of your Eligible Accounts and Online Financial Service. We will not be required to reinstate or re-activate your access.
2. **By your own choice.** If you close all of your Eligible Accounts and terminate your Online Financial Service or withdraw from the Service, we may suspend or terminate your access without prior notice to you. In some cases, if you close your Eligible Accounts, you may also lose access to your Online Financial Service and we may terminate your access to the Service. We will not be required to reinstate or re-activate your access. Also, if you have no Eligible Accounts linked to the Service, or do not use the Service for a period of 24 consecutive months, or if we receive proper notification of death, we may, in our discretion, terminate your access without prior notice to you. We will try to notify you in advance of any termination, but are not required to do so.

## **3. Additional provisions for Eligible Accounts and Online Financial Service.**

### **A. Removal of online access.**

For each Eligible Account, you may request removal of online access by sending an email through the Service or by calling Online Customer Service at 1-877-488-3748.

**B. System maintenance and online account access.**

At certain times, online access to one or more of your Eligible Accounts or Online Financial Service may not be available due to system maintenance or circumstances beyond our control. During these times, for brokerage services, you may use our touch-tone service if you are enrolled or contact your broker at the phone number shown on your brokerage account statement.

Access to the Service may be limited, delayed or unavailable during periods of peak demand and market volatility.

**C. Linking and displaying Eligible Accounts.**

If you enroll for the Service, certain Eligible Accounts on which you are an owner, Delegate of the owner, Eligible Beneficiary, or authorized signer may be linked and displayed. The linked and displayed Eligible Accounts through the Mobile Service may be subject to certain limitations and restrictions. Eligible Accounts that are linked together will appear on your account summary page on the Website without regard to who else may have an ownership interest in each Eligible Account.

**D. Communicating electronically on your behalf.**

To the extent necessary to carry out your instructions with respect to an Eligible Account or Online Financial Service, you authorize us to send emails to you, and to other persons on your behalf. Emails and text messages sent to others pursuant to your instructions and on your behalf may identify you by name and may state that we are sending them on your behalf and according to your instructions. You confirm and agree that you have obtained consent from the person who owns or is the current subscriber of the email address or phone number to receive the communication.

**4. Electronic fund transfer (EFT) provisions for Consumers.**

The terms and conditions applicable to EFTs that debit or credit your brokerage account(s) are set forth in your brokerage account agreement, and not in this Agreement.

**5. Alerts.**

**A. Description of alerts.**

The alerts option allows you to request and receive messages about your Eligible Account(s). Alerts are sent via email. You may not modify, change, or alter the content of any alert message that we send to you. Availability may be affected by your mobile carrier's coverage area and your mobile carrier's message and data rates may apply.

We may automatically send you certain alert messages via email. These messages may include notifications about potential fraud on your accounts, recent account activity, or changes to your online profile. We also offer certain subscription-based alerts, as described further in the next section.

**B. Registration for alerts.**

You must be enrolled in the Service to use the subscription-based alerts option. To receive these alerts, you and your Authorized Representatives must enroll in alerts separately. Each alert will be effective after set up of the alert parameters and delivery points using the alerts service.

**C. Security and delivery timing.**

You agree that each alert may not be encrypted, and may include your name and information pertaining to your account(s). Receipt of any alert may be delayed, or prevented by factor(s) affecting your Internet service provider(s), phone operator(s), and other relevant entities. We neither guarantee the delivery or the accuracy of the contents of any alert. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert; (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purposes. We reserve the right to terminate any request from you, for any alert, at any time. The information in any alert may be subject to certain time lags and/or delays. You will manage the types and timing of your subscription-based alerts, and those alerts may be stopped or suspended by you at any time.

**D. Termination of alerts.**

We may terminate or change your use of the Alerts Service at any time. We may also change, modify, or cancel either the content or the delivery method of any automatic alerts.

**6. Online statements.**

**A. Description of online statements.**

We offer online statements for certain Eligible Accounts and Online Financial Service, allowing you to supplement or, in some cases, replace your mailed (paper) statement with an electronic version (PDF) that you can view on the Website, save to your computer, or print at your convenience. Any legal notices or disclosures that normally accompany your mailed statement or that we would otherwise deliver to you by mail concerning your Eligible Account or Online Financial Service may be delivered to you electronically. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your Eligible Accounts or Online Financial Service. From time to time, we may add to, modify, or delete any feature of online statements in our sole discretion.

**B. Eligible accounts and enrollment for online statements.**

Your brokerage accounts are eligible for online statements. The online statement option for certain Eligible Accounts or Online Financial Service is available if you have enrolled in the Service and provided us with a valid email address for the Service. Depending on the Eligible Account or Online Financial Service, one or more of the following will be true, in some cases:

- in order to view the online statements for an Eligible Account or Online Financial Service you must first add the Eligible Account or Online Financial Service to the Service, or specifically enroll the Eligible Account or Online Financial Service for online statements;
- we may enroll you for online only statements for a particular Eligible Account or Online Financial Service, after providing you notice, unless you opt out and change your delivery preference back to "U.S. Mail";
- we will continue to send you paper (written) statements even if you are receiving online statements, unless you elect to stop receiving paper statements;
- enrolling accounts for online statements will automatically mean that we will no longer mail paper statements to you for that account; or
- you may not elect to stop receiving paper statements.

Details for receiving online statements for different types of Eligible Accounts or Online Financial Service, and the effect of online statement enrollment on delivery of paper statements, are provided on the Service web pages.

We may, in our discretion, apply your current online statement delivery elections for an existing Eligible Account to any account that replaces or refinances the existing Eligible Account.

**C. Accessing your online statements.**

Your online statement and legal notices and disclosures will be presented to you on the Website. You will need to ensure that your computer software meets the requirements provided on the Website in order to view, print, and/or save your online statement and legal notices. Depending on the type of account, your statements are available online for up to a maximum of 7 years. The statements for some types of Eligible Accounts or Online Financial Service are only available for shorter periods. There may be a gap in the historical statements available online for some types of Eligible Accounts if you do not enroll immediately at the time the account is first opened. For some types of Eligible Accounts or Online Financial Service, there may be a delay of up to several weeks after enrollment before you can begin viewing statements online. If you close your account, your online statements and documents for that account will not be available for viewing, downloading, or saving. You will continue to have the option to request historical statements, for which fees may apply; please refer to the applicable account agreement and disclosures for details.

**D. Change statement delivery method**

At any time and at no charge, you can change the way we send you Eligible Account statements by changing your delivery preferences on the Website, selecting from among the available options for that account. Available options may vary depending on the type of Eligible Account. We may also offer other methods for changing your delivery options from time to time, either directly or through one of our affiliates. When you change your statement-delivery option, the change will take effect in your next statement cycle. When you tell us to stop sending you mailed (paper) statements, we'll send you an email every statement cycle to notify you that your current statement is ready to be viewed online, unless we tell you otherwise at the time you change your statement-delivery option. Changing the way we send account statements for an Eligible Account or Online Financial Service also authorizes us to send you other disclosures and communications concerning your Eligible Account using the same method. We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you have chosen. For Eligible Accounts or Online Financial Service that are in default or subject to the automatic stay in bankruptcy, we may, at our sole option, elect to discontinue delivering online statements.

**E. Year-end tax reporting documents.**

1. Online year-end tax documents may become available to customers with certain account types who are enrolled in the Service and provide their valid email address for the Service. Customers are not required to complete a separate enrollment process in order to view their tax documents online. This option is available to you regardless of whether or not we also send you mailed (paper) tax documents.
2. In the future, you may be able to change the way we send you year-end tax documents on certain account types by changing your delivery preferences on the Website, selecting from among the available options. When you change your tax document delivery option, the change will take effect in your next annual tax reporting cycle. When you tell us to stop sending you mailed (paper) tax documents, we'll e-mail you to notify you that your current tax document is ready to be viewed online. We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you have chosen.

**F. Termination of online statements.**

We may terminate delivery of online statements to you for one or more Eligible Accounts or Online Financial Service without notice.

**7. Use of Financial Management Software.**



**A. Description of Financial Management Software.**

Financial Management Software includes: Quicken®, QuickBooks® Desktop Software and other software we may identify on the Website.<sup>1</sup> You are responsible for obtaining a valid and separate license agreement with the provider of your Financial Management Software. Your license agreement with the provider of your Financial Management Software may restrict the duration of your online access; we aren't liable for any such limitations or restrictions.

**B. Account Information.**

You understand and agree that:

- not all of the information in your Eligible Accounts can be downloaded into your Financial Management Software;
- information you can download may not include all of your account activity;
- statements generated by us are the official record of account transactions, positions and balances, and that the information you download is for tracking purposes only and should not be considered an official record;
- the account information will not necessarily reflect financial, or investment activities and transactions that have not yet been completed or settled and will only reflect the account information in your Eligible Accounts at the exact point in time that you download the information (for example, trades that have not yet been settled may not be reflected);
- account information in your Eligible Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download to your Financial Management Software will not be automatically updated by us, and that you will have to update the Eligible Account information by downloading more current information from your accounts (for example, stock prices, and/or the value of the investments we hold in your brokerage accounts, may be reflected at the prices at the close of the prior trading day and not at the current prices);
- the Eligible Account information may include information you have provided to us (for example, cost or tax basis information for securities we have transferred into your brokerage accounts and that you are solely responsible for the accuracy of this information; and
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Eligible Account information in your Financial Management Software, which, for example, as stated above, may not be the most updated information and it may not include pending transactions such as a stock sale or purchase which has not settled.

**C. Security of data transmission and storage.**

1. You agree and understand that:

- you assume all risk that any Eligible Account information you download and store in your Financial Management Software may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the Eligible Account information out of our secure systems by downloading it, we are no longer responsible for the

security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Financial Management Software provider); and

- we are not responsible for the security and confidentiality of the Eligible Account information if you: (a) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (b) allow other persons access to your Financial Management Software.
2. You agree that any Eligible Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

**D. Fees for connecting to the Service through Financial Management Software.**

Service fees may apply to your use of your Financial Management Software to connect to the Service and, if applicable, will be disclosed on the Website. Other fees may be assessed and billed separately by your Internet, telephone, and/or mobile device service provider.

**E. Disclaimers.**

1. **You agree that the Eligible Account information you download through your Financial Management Software is provided to you "as is" and "as available."**
2. **You agree that we make no warranties and have no liability as to:**
  - **The accuracy, completeness, availability or timeliness of the Eligible Account information, text, graphics, or other items in the Eligible Account information that you can download through your Financial Management Software;**
  - **The errors or omissions in the delivery or transmission of the Eligible Account information from us to you (and "you" includes delivery to your Financial Management Software and/or your computer); and**
  - **The download option's fitness for a particular purpose and non-infringement of any third party rights.**
3. **Although payments to the following types of Payees may be scheduled through the Service, such payments are discouraged and are scheduled by you entirely at your own risk; IN NO EVENT WILL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES THAT MAY RESULT IF YOU SCHEDULE PAYMENTS TO THE FOLLOWING PAYEES:**
  - **Payees outside of the United States, including Canada;**
  - **Payees to U.S. Territories;**
  - **Tax payments;**
  - **Government agencies, or**
  - **Court ordered payments (such as child support payments or traffic tickets)**

**We have no obligation to research or resolve any claim that may result from these types of payments, nor are we responsible for any late payment-related charges when these types of**

payments are scheduled and/or processed through the Service. All research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility.

4. We have no duty to monitor the online transfers or payments that you make. You assume the entire risk of using the Service properly to ensure that funds are transferred and bills are paid properly and timely. We will not be responsible for any charges imposed or any other action taken by a payee/merchant resulting from a bill payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is made fails to transmit the payment or the payment instruction properly to the intended payee/merchant, or if the merchant/payee or its bank fails to transmit a payment instruction or record a bill payment properly.
5. In using the Service, payees and/or the U.S. Postal Service may return payments for various reasons such as, but not limited to, payee's forwarding address expired; payee's account number is not valid; payee is not available to locate account; or payee's account is paid in full. We will use reasonable efforts to research and correct the returned payment and return it to your payee, or void the payment and credit your account.
6. Your Financial Management Software may provide the option of disabling selected features of the Service. To disable any feature of the Service, you MUST contact Online Customer Service by calling 1-877-488-3748 with your notification.
7. Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

**F. Additional limitations of liability for access to the Service through your Financial Management Software.**

You agree that we will not be liable to you for:

- your inability to use the download, transfer and/or bill pay option;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any Eligible Account information, transfer, bill payment or any other information;
- unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- your inability to access your Eligible Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), natural disasters, strikes, or other labor problems); or
- any other matter relating to the download, transfer or bill pay option.

**8. Third-Party Software and Third-Party Content.**

**A. Description of Third-Party Software.**

From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively "Third-Party Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

**B. Description of Third-Party Content.**

From time to time, we may offer information, commentary, and tools supplied by companies that are not affiliated with us ("Third-Party Content"). All of the Third-Party Content on the Website is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to the Website. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content.

**C. Security of data transmission and storage for Third-Party Software.**

1. You agree and understand that:
  - you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
  - if you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information.
2. You agree that any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.
3. You also agree that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software.

**D. Disclaimers for Third-Party Software and Third-Party Content.**

1. **You agree that:**
  - **any Third-Party Software you download through your Financial Management Software is provided to you "as is" and "as available."**
  - **any Third-Party Content you review or utilize is provided to you "as is."**
2. **You agree that we make no warranties and have no liability as to:**
  - **The accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content;**
  - **The errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you (and "you" includes delivery to your Financial Management Software and/or your computer); and**
  - **The Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.**
3. **Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.**

**E. Additional limitations of liability for Third-Party Software.**

- You agree that we will not be liable to you for:
- your inability to use the Third-Party Software;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any Eligible Account information or any other information processed by the Third-Party Software; or
- unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

## 9. Fees.

### A. Fees for Eligible Accounts and Online Financial Service.

Fees separately disclosed to you in connection with an Eligible Account or Online Financial Service may apply when using the Service. Additional fees may also apply to specific services and are disclosed on the Website. Other fees may be assessed and billed separately by your Internet, telephone, and/or mobile device service provider.

## 10. Security for your Eligible Accounts and Online Financial Service.

You will use a username and a password, and/or such other security and authentication techniques as we may require from time to time, to access your Eligible Accounts and Online Financial Service through the Service. We may, in our sole discretion, set standards for your username and password, and other security and authentication controls. We recommend that you change your password regularly. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as personal reference questions and answers random number generators or one-time access codes, to enhance the security of your Eligible Accounts and Online Financial Service. We may also require the use or activation of specific applications, Internet browser software or mobile operating system features, plug-ins and add-ons, such as JavaScript support and "cookies," in order to utilize the Service. We may also acquire detailed information concerning the computers and Mobile Devices you use to access the Service, including telephone numbers and unique internal and network identifiers for your computers and Mobile Devices, in order to facilitate and enhance secure access to the Service.

You agree that we may place cookies and other identifiers on the computers and Mobile Devices you use to access the Service. Cookies help us confirm your identity and help us keep your transactions secure. We also use cookies for various purposes such as maintaining continuity during an online session, gathering data about your use of the Service and other websites, and optimizing the performance of the Website. We also use cookies and other technology for information security and other purposes, as described in our [Digital Privacy and Cookies Policy](#).

### A. Passwords and protecting your security.

Your password:

- can be changed within the Service or by calling Online Customer Service at 1-877-488-3748.
- must meet the standards we establish from time to time. These standards will be available for your reference whenever you create or change a password. If we change these standards, you may be required to change your password to meet the new standards. We may require you to change or update your password at any time. We are not required to give you advance notice that we have changed the standards, or that we are requiring you to change or update your password.

For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password confidential.

## **B. Protecting your security.**

If you believe that:

- your username or password may have been lost or stolen,
- a Mobile Device you use to access the Service has been lost, stolen or compromised,,
- someone has viewed, downloaded, or deleted electronic records from your Eligible Account or Online Financial Service without your permission, or
- if you suspect any fraudulent activity on your Eligible Account,

You agree to immediately notify Online Customer Service by calling 1-877-488-3748 anytime, 24 hours a day, 7 days a week.

In the event of unauthorized use of your username and password, or any other security or authentication technique we utilize, you may be liable for resulting losses, to the extent permitted by law.

Information exchanged through the Service is protected by advanced encryption techniques while being transmitted. These security measures still require your responsible behavior in protecting your username and password for the Service. Please use maximum caution in protecting your username and password.

## **11. Privacy and Use of Information.**

We treat your data in accordance with the [Privacy Policy](#).

Your use of the Service is subject to the [Digital Privacy and Cookies Policy](#). By accessing or using the Service, you understand and agree that we may collect and retain information about you, your internet browser, or the device you use to access the Service, including Internet Protocol (IP) address and geolocation (if enabled on your device).

We use analytics and monitoring tools to collect your interaction with our products. These interactions are collected using cookies and technical log files. We use the data for purposes that include interaction monitoring and visual replay for fraud, customer service, product improvement, and other purposes allowed by law.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to us or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our [Privacy Notice](#) to see how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

You agree that we may, in our sole discretion, collect and retain certain information and use that information for your everyday business purposes.

The type of information we may collect, retain and use concerning you includes, but is not limited to, your name, address, phone number, email address, and the IP address and other identifiers related to the computers and Mobile Device(s) you use to access the Service. The information may be stored in the United States or other countries, and is protected in accordance with our information security standards.

You agree that if you access the Service, or use an Online Financial Service, we may track and record your geographic location (if enabled on your device).

Communications between you and us (or our service providers) may be monitored, recorded, and retained. We will provide any additional notice of monitoring, recording, and retention as required by law or regulation.

We may use automated processes to detect any use of the Service that violates the terms of this Agreement or any applicable law.

## **12. Additional responsibilities.**

- You are responsible for:
- actions that may be taken by anyone using the Service after signing in with your username and password. We are entitled to rely and act upon instructions received under your username and password.
- keeping your username and password confidential and for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.

You agree that you will be the only user of your username and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Eligible Account whether or not authorized by you, except as otherwise provided by law or regulation (including, to the extent applicable, the protections referred to above in "Electronic fund transfer (EFT) provisions for Consumers). You agree to immediately notify Online Customer Service at 1-877-488-3748 and report any actual or suspected unauthorized use of your username or password.

You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your identity.

You agree to ensure that your computer operating system, software, browser version, plug-ins and anti-virus software are all current and up-to-date.

You agree that you are responsible for ensuring that you have a valid email address and phone number at all times.

You will:

- not use the Service for any illegal purposes, or purposes that are not permitted expressly or implicitly, by the terms of this Service or by any applicable law or regulation;
- comply with all rules, regulations, policies and procedures of networks through which you access and use the Service;
- not use the Service in a way that disrupts, damages, disables, overburdens, interferes, or impairs the Service, the networks through which you access or use the Service, or with any other party's use of the Service; and
- not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

You are responsible for and must provide all computer, telephone and other equipment, software (other than any software provided by us) and services necessary to access the Service.

You will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

**13. Disclaimer of warranties; limits on our liability and obligations to you; your agreement to indemnify us against certain losses.**

**A. Disclaimer of warranties.**

To the fullest extent permitted by law or regulation, we make no warranties of any kind for the Service, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

**B. Limits on our liability and obligations to you.**

In no event will First Clearing or Introducing Firm or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any: (a) consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service); (b) indirect; (c) incidental; (d) special; (e) or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Service, or the inability to use the Service, due to reasons including: (a) scheduled system maintenance; or (b) circumstances beyond our control, such as: (1) power outages; (2) system failures; (3) fire; (4) flood; (5) earthquake or other natural disasters; (6) extreme weather; (7) cyber attacks, or denial of service even if advised of the possibility of such damages. Some states may prohibit the limitation of liability for consequential or incidental damages. In those states the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such state) may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for:

- any loss or liability you may incur resulting in whole or in part from any failure or misuse of your equipment or;
- any loss or liability you may incur resulting in whole or in part from any failure or misuse of your software provided by an external company such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them, or
- any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.

First Clearing and Introducing Firm make no representations that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant Online Financial Service or Eligible Account;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate:



- any applicable provision of any risk control program of the Federal Reserve, the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory agency;
- is not in accordance with any other requirement of our policies, procedures or practices; or
- we have other reasonable cause not to honor for our or your protection.

In no event will First Clearing or Introducing Firm be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

#### C. **Your agreement to indemnify us.**

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, obligations, demands, charges, expenses, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement or the Service;
- your violation of any other applicable laws, regulations, or rights of a third party;
- the provision of the Service or use of the Service by you or any third party;
- any negligent or intentional act or omission by you in the performance of your obligations under this Agreement;
- the violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement; or
- any breach of a representation, warranty, covenant, or obligation contained in this Agreement.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your Authorized Representative or your Delegate.

#### 14. **Dispute resolution program: Arbitration Provision.**

This Section ("Arbitration Provision") constitutes the arbitration agreement between you and us and includes a mutual waiver of class action rights. This Arbitration Provision governs disputes concerning:

- interpretation of this Agreement (including the meaning of this arbitration agreement and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this arbitration agreement),
- the Service,
- the Online Access Process, and

- Online Financial Service ("Covered Disputes").

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- **All of the 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 the claim is filed.**
- **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- **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.**
- **The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.**
- **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
- **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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 claims encompassed by the putative class action until:**

- i. **the class certification is denied; or**
- 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.

We will pay any costs that are required to be paid by us under the arbitration administrator's rules and procedures, and subject to applicable law. If the arbitrator rules in your favor on any claim presented, we will reimburse you for arbitration filing fees you have paid up to \$700.00. Unless applicable law states otherwise, each party will pay their own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.

## **15. Arbitration Provision:**

It is agreed that all controversies or disputes which may arise between you and Introducing Firm, Clearing Agent and any Sub-Advisor (and/or any other agent), (collectively, "us") concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority ("FINRA") in accordance with its arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York.

## 16. Notices and communication.

### A. Generally

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Eligible Account, Online Financial Service, or the Service (collectively "Account-Related Information") through mail, electronically, by phone, or by other means available. This information will be sent to the postal or electronic address ("E-Address") of the owner of the applicable Eligible Account or Online Financial Service as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The E-Address may be an e-mail address, other Internet address, text messaging number, or other electronic access address provided to us in accordance with this Agreement. Any Account-Related Information will be deemed to have been sent on the first Business Day following the date on it. Account-Related Information that is held for pick-up or posted on our Website will be deemed to be delivered to, and received by, you at the time that we make it available for pick-up, display it to you, or send notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account-Related Information to all joint owners, Delegates, or other persons with access to the applicable Eligible Account or Online Financial Service. We reserve the right at all times to communicate all Account-Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

### B. Electronic delivery and communication.

Unless otherwise required by applicable law or regulation, or pursuant to the ESIGN Consent to Use Electronic Records and Signatures, if we are required to provide you with information in writing, we may, at our option, send it electronically either:

- to your E-Address,
- by posting the information on the Website or to your secure mailbox, and sending you a notice to your postal address or E-Address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it, or
- to the extent permitted by law, by posting the information to the Website. You agree that we may satisfy our obligation to provide you with an annual copy of the [Privacy Policy](#) by keeping it available for review on the Website and that the availability of the Privacy Notice on the Website constitutes actual notice of the contents of the Privacy Notice.

You agree that we may from time to time make telephone calls and send text messages to you in order for us to:

- service your accounts
- collect any amount you may owe, or
- discuss our relationship, products and services with you.

You expressly agree that we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic telephone dialing system. We may call you and send text messages to your telephone number, including mobile/cellular telephone numbers that could result in charges to you. When you provide a phone number to us, you agree that you own or are authorized to provide the telephone number to us. If you authorize us to send emails and text messages to others on your behalf, if needed to carry out your instructions regarding an Eligible Account or Online Financial Service, you confirm and agree that you have obtained consent from the person who owns or is the current subscriber of the email address or phone number to receive the communication. These communications may identify you by name and may state that

we're sending them on your behalf and according to your instructions. To help protect your account security, we do not support SMS or MMS functionality for recognized VoIP, prepaid or landline phone numbers. In order to receive text messages from us, such as one-time passcodes or suspicious activity alerts, an eligible phone number and Mobile Device are required.

**C. Returned, unclaimed account-related information.**

Unless otherwise prohibited by the laws governing your Eligible Account or Online Financial Service, this Sub-section applies if two or more separate Account-Related Information documents are returned or, in the case of electronic notifications, one or more notices are returned as undeliverable. This means we may discontinue sending Account-Related Information or electronic notifications to you until you provide a valid postal or E-Address to us. Additionally, we may, at our sole option:

- destroy Account-Related Information that is sent to you and returned to us as undeliverable,
- hold the Account-Related Information for your Account for you to pick-up,
- discontinue sending the Account-Related Information through the delivery channel generating returns and utilize an alternative delivery channel, or
- suspend access to your Eligible Accounts or Online Financial Services.

For example, if we are sending your Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your E-Address, instead. If we hold Account-Related Information for you to pick-up and it remains unclaimed for 60 days, we may send the Account-Related Information to the address reflected in our records for your Eligible Account or destroy it.

**D. Address changes.**

You agree that you will notify us immediately in the event of a change to your phone number, address or E-Address. Address changes may be initiated:

- at your request. You may instruct us to change the address or E-Address to which we send notices or Account-Related Information concerning your Account at any time.
- if we receive an address change notice from the U.S. Postal Service.
- if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or E-Address only for the account(s) you specify or for all or some of your other account(s) with us.

Please note that:

- address changes made with us will not be reported to any of your insurance carriers. You must contact the insurance carriers directly to change any insurance policy record.

**E. Implementation of notices.**

Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If there is more than one owner on your Eligible Account, we may send Account-Related Information to any one of them. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account-Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you.

## **17. Export control; international use.**

The United States controls the export (including the download) of products and information containing encryption ("Controlled Technology") under the Export Administration Regulations ("EAR"). This Service may contain Controlled Technology subject to the EAR. You further agree in your use of the Service not to access or download Controlled Technology from any country where such access or download is prohibited by U.S. export control laws and agree that you are not a person or entity to whom such access or download is prohibited. Consult the Export Administration Regulations for a complete list.

If you access the Service from locations outside the United States, then you do so at your own risk and are responsible for compliance with local laws. The Service is hosted in the United States. If you are accessing the Service from outside the United States you may be subjecting yourself to United States law, which may differ from your local laws, including laws involving governing personal data collection, storage, deletion, processing, use, and disclosure. In your use of the Service, which is governed by United States law, including certain economic sanctions laws and regulations, and this Agreement, you may transfer certain personal information to the United States, you consent to that transfer, and you consent to the application of United States law. You acknowledge that your use of the Service is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Service and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer any Service except in compliance with applicable U.S. export laws and regulations.

## **18. General provisions.**

### **A. Amendments to this Agreement.**

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we will update this Agreement on the Website. The Website will be updated on or before the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within 30 days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or changes to the terms of this Agreement. By continuing to use the Service after we send you or an Authorized Representative notice of any change, you agree to the change. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement otherwise governing the applicable account. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

### **B. Termination of this Agreement.**

This Agreement will be in effect from the date your enrollment in the Service is submitted by you and accepted by us and at all times while you are using the Service or any Online Financial Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Service, in whole or in part, at any time without notice. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination.

Access to an Eligible Account or Online Financial Service through the Service, in whole or in part, may be suspended and/or reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Eligible Account or Online Financial Service by calling Online Customer Service at 1-877-488-3748.

If you do not access your Eligible Accounts through the Service for a period of 24 consecutive months, we may terminate your Service, including Online Financial Service accessed through the Service, without prior notice to you.

If you violate any terms of this Agreement or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your Eligible Accounts and Online Financial Services. We are not required to reinstate or re-activate your access.

If you close all your Eligible Accounts, terminate your Online Financial Services, or withdraw from the Service, we may suspend or terminate your access without prior notification. We are not required to reinstate or re-activate your access. If reinstated, the then-current terms of this Agreement will control.

If you wish to cancel any of your Online Financial Service, call 1-877-488-3748.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

**C. Governing law.**

Each of your Eligible Accounts and Online Financial Service will continue to be read and interpreted according to the laws described in the agreements you have with us regarding those Eligible Accounts or Online Financial Service. This Online Access Agreement will continue to be read and interpreted according to the laws of the State of New York, without regard to conflict-of-law rules. In any legal action or claim regarding this Online Access Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

**D. Assignment.**

We may assign our interest in this Agreement to any of our now-existing or future direct or indirect affiliates or subsidiaries; however, you may not assign or transfer this Agreement. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**E. Proprietary rights.**

Other than your personal account information, all content included or available on the Service, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of First Clearing, and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Service is the exclusive property of First Clearing and/or its licensors and is protected by copyright or other intellectual property rights.

The trademarks, logos, and service marks displayed on the Service (collectively the "Trademarks") are the registered and unregistered trademarks of First Clearing, or third parties. Under no circumstances may you use copy, alter, modify, or change these Trademarks. Nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of First Clearing, or the third party which has rights to such Trademarks, as appropriate.

**F. Entire agreement.**

In combination with other applicable agreements as described in Section 1.B. of this Agreement, this Agreement represents the agreement between you and us regarding the Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing the Service will be deemed to have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Agreement, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

**G. Waiver.**

We may agree in writing (or otherwise) to waive a provision of this Agreement, including a fee (a "waiver"). We may revoke any waiver.

**H. Failure to act is not a waiver.**

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**I. Headings.**

Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.

<sup>1</sup> QuickBooks and Quicken are trademarks of Intuit Inc. registered in the United States and other countries.

**Investment and Insurance Products are:**

- **Not Insured by the FDIC or Any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate**
- **Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested**

Investment products and services offered through your introducing broker, which is not affiliated with Wells Fargo & Company. Account(s) carried by First Clearing. First Clearing is a trade name used by Wells Fargo Clearing Services, LLC, Member SIPC, a registered broker-dealer and nonbank affiliate of Wells Fargo & Company.