

Edward Jones Online Bill Payment Service Agreement

Edward Jones (“EJ” or “us” or “we” or “our”) has arranged for the issuance of an Electronic Bill Payment and Presentment service (the “EBPP Service” or “Service”) to EJ’s clients. When you pay bills using this Service, you will be accessing the funds available in your EJ account (“Payment Account”), which may include any available credit in your margin account. This Online Bill Payment Service Agreement (hereinafter “Agreement”) is a contract between you and EJ in connection with the EBPP Service that is described further below. This Agreement applies to the EBPP Service offered through our online customer portal (the “Site”) and the portion of the Site through which the EBPP Service is offered. Please read this Agreement carefully because it explains your rights and obligations for the Service. You should keep this document for future reference.

The Service enables you to receive, view, and pay bills from the Application. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

Definitions

“Affiliates” are companies related by common ownership or control, such as parent companies, sister companies, and subsidiaries.

“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 Site.

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

“Biller Account” is your account with a Biller.

“BNY Mellon” means BNY Mellon Investment Servicing Trust Company, one of the Service Providers with which EJ has contracted for the provision of the Service.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

“Clearing Account” is the transactional account that we or a Service Provider may establish and maintain on your behalf on the books and records of a Service Provider, from which payments to your Biller Account are issued. Upon the issuance of such a payment from the Clearing Account, Edward Jones will debit your Payment Account for the amount of such payment in order to reimburse the Service Provider.

“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.

“Deliver By Date” is the day you want your Biller to receive your bill payment, unless the day falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

“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 Deliver By Date).

“Process Date” is the date on which the payment processing will be initiated. If Service Provider pays the Biller electronically, this is typically the date your Payment Account will be debited. If Service Provider issues a draft to the Biller, your Payment Account is typically debited when the draft is presented for payment.

“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” refers to one or more third-party vendors, which provide the Service offered by EJ, including but not limited to BNY Mellon and its third-party vendor, or such other third-party vendor that EJ may, in its sole discretion, engage from time to time, with or without notice to you.

Clearing Account

By enrolling in the Service, you authorize us to take such steps as may be necessary to establish a Clearing Account in your name in order to facilitate bill payments in accordance with the terms of the Service, and which will be operated and maintained on the books of BNY Mellon. The Clearing Account will be assigned an account number and ABA routing number and is separate and distinct from your Payment Account. *You understand and agree that no funds or other assets are held on deposit in the Clearing Account.*

On a Process Date, Service Provider will initiate payment to the relevant Biller for the amount of the corresponding Scheduled Payment. If the Biller is being paid electronically, Service Provider will debit your Clearing Account and will issue a request to EJ to debit your Payment Account to settle the transaction. If Service Provider issued a draft to the Biller, your Clearing Account will be debited when the draft is presented for payment, which will then result in a debit to your Payment Account at that time.

If there are insufficient funds in your Payment Account to settle a transaction, the Service will attempt to reverse the payment made to your Biller Account. However, there may be circumstances in which the Service is unable to reverse the payment, in which case you will be deemed to owe Service Provider a debt in the amount of the Scheduled Payment, including any associated fees and costs. See **Failed or Returned Transactions** below for more information.

Payment Scheduling

The earliest possible Deliver By Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Deliver By Date less than the earliest possible Deliver By Date designated for each Biller. When scheduling payments, you must select a Deliver By Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Deliver By Date that is at least one (1) Business Day before the actual Due Date. Deliver By Dates must be prior to any late date or grace period. Depending on the method of payment, your Payment Account may be debited prior to the Deliver By Date. For example, if the method of payment is a draft, the draft arrives earlier than the Deliver By Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Payment Account may be debited earlier than the Deliver By Date.

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 Site.

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 Clearing Account in order to remit funds on your behalf to your Biller so that funds arrive as close as reasonably possible to the Deliver By Date. You further authorize a debit to your Payment Account in order to reimburse Service Provider for the funds debited from the Clearing Account. You also authorize a credit to your Payment Account for returned payments from Billers, and payments returned as undeliverable, or any other payments remitted to you from an authorized user of the Service.

Service Provider will attempt to make all of your payments properly. However, neither Edward Jones nor Service Provider shall incur liability, 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 and/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 Account;
4. Your Payment Account is restricted by Edward Jones and/or Service Provider;
5. Your Payment Account is closed;
6. Edward Jones and/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, Service Provider and Edward Jones shall cause the improperly transferred funds to be returned to your Payment Account, direct to the proper Biller any previously misdirected transactions and, if applicable, pay 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 draft 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 the Service initiates payment processing, it cannot be cancelled or edited and you must submit a stop payment request.

Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and, if applicable, whether a draft has cleared. The Service may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must notify us as described below. Although Service Provider will attempt to accommodate your request, Service Provider will have no liability for failing to do so.

Service Provider may also require you to present your request in writing within fourteen (14) days of any oral request. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

To request a stop payment, you may call 888-289-6635 during normal customer service hours.

Prohibited Payments

The following types of payments are prohibited through the Service, and we have the right, but not the obligation, to monitor for, block, cancel and/or reverse such payments ("**Prohibited Payments**"): (a) payments to Billers outside of the United States or its territories; and (b) payments that violate any law, statute, ordinance or regulation.

The ability to schedule Prohibited Payments is not intended to, and does not, imply that Prohibited Payments are permitted.

In no event shall we or Service Provider be liable for any claims or damages resulting from your scheduling of Prohibited Payments. We have no obligation to research or resolve any claim resulting from a Prohibited Payment. All research and resolution for any misapplied, misposted or misdirected Prohibited Payments will be your sole responsibility and not ours. We encourage you to provide notice to us of any violations of the Agreement generally.

Exception Payments

Exception Payments means tax payments, court order payments, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), and payments to deposit accounts or brokerage accounts.

Exception Payments may be scheduled through the Service, however, Exception Payments are discouraged and are scheduled at your own risk. In addition, the ability to schedule Exception Payments is not intended to, and does not, imply that Prohibited Payments that are also Exception Payments are permitted.

In no event shall we or Service Provider be liable for any claims or damages resulting from your scheduling of Exception Payments. Neither we nor Service Provider has an obligation to research or resolve any claim resulting from an Exception Payment. All research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility and not ours nor Service Provider's.

Biller Limitations

EJ and Service Provider reserve the right to refuse to pay any Biller to which you may direct a payment. EJ and/or Service Provider will notify you promptly of a decision to refuse to pay a Biller designated by you; provided, however, that neither EJ nor Service Provider shall be under any such obligation should you attempt to make a Prohibited Payment or an Exception Payment, each as defined above in the section Prohibited Payments and Exception Payment, respectively.

Electronic Bill Delivery and Presentment

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

Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive

electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

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 presentation 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. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis. 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.
- **Sharing Information with Billers** – You authorize us and Service Provider to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which Service Provider has identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" 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 and Service Provider 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 attempt 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 the Application. It is your sole responsibility to ensure 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 bill(s) or Biller 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) or Biller statement(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 prove 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 EJ statement contains a payment 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 prove that we could have prevented the unauthorized transfer of funds if you had told us in time. We will extend this time period if your delay was due to a good 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 Payment 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 not to give or make available your password or other means to access your Payment or Clearing Accounts 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 Payment or Clearing Accounts, you are responsible for actions taken by them. If you believe that your password or other means to access your Payment or Clearing Accounts 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, including but not limited to posting it on the Site, sending you an in-product message within the Service, or by emailing it to an email address that you have provided us.

By providing us with a telephone number (including a wireless/cellular or mobile telephone number) and/or email address, you consent to receiving calls from us and Service Provider at that number and/or emails from us for our everyday business purposes (including identity verification).

Written Notification

In addition to electronic notification, you agree that we may provide notice to you mailing it to any postal address that you have provided us. You may request a paper copy of any legally required disclosures.

Information Authorization

Your enrollment in the Service may not be fulfilled if we and/or Service Provider cannot verify your identity or other necessary information. Through your enrollment in or use of the Service, Service Provider has the right to conduct standard credit screening on you for purposes of authentication, conducting risk assessments, setting risk parameters and transaction limitations in connection with your use of the Service. You agree that EJ and/or Service Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that EJ and/or Service Provider reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification). You further understand and agree that we reserve the right to use personal information about you for our and Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, and to protect our rights and property. For the avoidance of doubt, such personal information may include, without limitation your name, e-mail address, ZIP or postal code, account information (e.g. financial data, user identification, password and/or personal information number, as well as the ABA Routing and Transit Numbers that are specific to your account). Additionally, we and Service Provider may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and Service Provider shall have the right to retain such data even after termination or expiration of this Agreement solely for risk management, regulatory compliance, audit reasons and as required by applicable law. In addition we and Service Provider may use, store and disclose such

information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

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 you, your Payment or Clearing Accounts or the transactions you make ONLY in the following situations:

1. When it is necessary to complete a transaction or recover amounts owed by you to EJ or Service Provider;
2. When it is necessary to activate or provide the EBPP Service or additional services, as contemplated by this Agreement;
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 Payment Account for these amounts and any additional charges that you may have incurred. Any financial fees associated with your 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 and through your Clearing Account. If we are unable to complete the Payment Instruction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account or margin account, if applicable, to cover the payment), the Payment Instruction may or may not be completed. In some instances, you may receive a return notice from us or Service Provider. In certain circumstances, we will attempt to debit the Payment Account a second time to complete the Payment Instruction. In the event that the Scheduled Payment has been processed but there are insufficient funds in your Payment Account (or margin account, if applicable) to cover the transaction, you agree that:

1. You will reimburse us or Service Provider immediately upon demand the amount of the Payment Instruction if the Service has delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Payment Account to allow us to complete the debit processing;
2. For any amount not reimbursed to us or Service Provider 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, of any unpaid amounts may be imposed by us or Service Provider;
3. You may be assessed a fee by Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Payment Account, or the transaction would exceed the margin/credit or overdraft protection limit of your Payment Account, to cover the payment, or if we cannot otherwise collect the funds from you. You hereby authorize us to deduct these amounts from your designated Payment Account, including by ACH debit.
4. You will reimburse Service Provider for any transaction fees imposed by your financial institution as a result of the return;

- You will reimburse us and Service Provider for any reasonable fees or costs, including but not limited to attorneys' fees, we incur in attempting to collect any amounts from you; and
- You authorize us and Service Provider is authorized to report the facts concerning such unreimbursed amounts to any credit reporting agency.

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by Edward Jones 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, update, upgrade or enhance the Service, Application, Site, technology, 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 Service, Application, Site, and/or related material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

Address or Banking Changes

You agree to promptly notify us of any address change. Additionally, you agree to notify us in writing at least ten (10) Business Days in advance of any change in your Payment Account. It is your sole responsibility to ensure that your contact information in the Application 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 typically effective within one business day 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 information, Payment Instructions, or contact information.

Products and Services

We do not have control of, or liability for, any products or services that are paid for with the Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

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:

- Telephone us at 800-441-5203 during normal customer service hours; or
- 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 started to process 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.

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 frame.

If we have reason to believe that you have engaged in any of the

Prohibited Payments described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Application, Site or the Service and may not provide the Service to you in the future. In addition, we may notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

Returned Payments

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

Edward Jones and/or Service Provider will attempt 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.

Margin Accounts

If funds are not available in your Payment Account to complete a debit for a bill payment and a margin loan is created, you are responsible for paying any interest incurred on the margin loan balance. Please refer to the Edward Jones Margin Disclosure Statement and Statement of Credit terms for further information on how margin interest is calculated and charged. To access a copy of the Edward Jones Margin Disclosure Statement and Statement of Credit Terms, visit www.edwardjones.com/disclosures/account-features-terms/saving-spending-borrowing or contact your financial advisor.

Intellectual Property

All marks and logos related to the Service are either trademarks or registered trademarks of us, Service Provider or licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors.

You shall not (a) transfer or otherwise sublicense the right to use the Service; (b) attempt to copy or otherwise reproduce the Services; (c) attempt to access, decompile, reverse engineer or otherwise derive the source code for the Service; (d) resell or use the Service for the benefit of any U.S. financial institution or any third party; or, (e) alter, remove or fail to include any copyright notice or other proprietary rights notices that appear on any user interfaces related to the Service or authorized reproductions thereof.

Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, you agree that we shall not be held responsible for the accuracy,

relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you “click” on a banner advertisement or a search result, your “click” may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

Service Providers

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

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.

Complete Agreement, Severability, Captions, and Survival

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.

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 (a) is the complete and exclusive statement of the agreement between us; (b) sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered; and (c) supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Any terms which by their nature should survive, will survive the termination of this Agreement, which includes, without limitation, this section and the following sections: Your Liability for Unauthorized Transfers, Information Authorization, Password and Security, Address or Banking Changes, Products and Services, Taxes, Intellectual Property, Links and Frames, Service Providers, Assignment, No Waiver, Exclusions of Warranties, Limitation of Liability, Indemnification, Release,

Governing Law, and Arbitration. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

Exclusions of Warranties

THE APPLICATION, SITE, SERVICE AND ANY RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF THE SERVICE, AND OPERATION OF THE APPLICATION AND/OR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability

SUBJECT TO APPLICABLE LAW, THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS.

IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

NONE OF WE, OUR AFFILIATES, SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTION 12 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

SUBJECT TO APPLICABLE LAW, THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME FEDERAL LAWS AND SOME STATES DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your improper use of the Application, Site or the Service.

Release

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code § 1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

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 United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

THE FOREGOING SHALL CONSTITUTE EDWARD JONES' AND EACH 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, TO THE EXTENT PERMITTED BY LAW:

- 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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