



**BNY MELLON**

WEALTH MANAGEMENT

BNY MELLON WEALTH MANAGEMENT  
WEALTH ONLINE ACCESS ENROLLMENT  
AT THE BNY MELLON WEALTH MANAGEMENT WEBSITE  
USE OF ELECTRONIC RECORDS



SECTION 1 - BNY MELLON WEALTH ONLINE AGREEMENT, ENROLLMENT AND USE OF ELECTRONIC RECORDS

SECTION 2 - BNY MELLON WEALTH ONLINE ACCESS AGREEMENT

SECTION 3 - ELECTRONIC BANKING SERVICES DISCLOSURE AND AGREEMENT

SECTION 4 - AGREEMENT FOR BNY MELLON INVESTMENT MANAGEMENT ACCOUNTS

SECTION 5 - AGREEMENT FOR CASH MANAGEMENT ACCESS ACCOUNTS (CMAA)

SECTION 6 - BNY MELLON CONSUMER PRIVACY NOTICE

## BNY Mellon Wealth Online Agreement, Enrollment and Use of Electronic Records

- 1) This BNY Mellon Wealth Online Agreement (“Agreement”) between you and BNY Mellon, National Association and its affiliates (“BNY Mellon”) governs your access to and use of BNY Mellon Wealth Online (“Wealth Online”) and your access to and our communication of information, notifications, agreements, statements, disclosures and any other documents through Wealth Online (“Electronic Records”). By clicking the button titled “I Consent” below, you are agreeing to the terms of the Agreement and to receiving and having access to Electronic Records through Wealth Online
- 2) By clicking “I Consent” below, you hereby agree to the terms and conditions of each section of this Agreement:
  - 1) Enrollment and Use of Electronic Records; 2) BNY Mellon Wealth Online Access Agreement; 3) Electronic Banking Services Disclosure and Agreement; 4) Agreement for BNY Mellon Investment Management Accounts; and 5) Agreement for Cash Management Access Accounts. You authorize us to provide the Electronic Records to you through Wealth Online and acknowledge and confirm that you have the ability to access the Electronic Records we provide to you through Wealth Online. You further consent to using electronic means to enroll in Wealth Online.
- 3) By enrolling in Wealth Online, you retain the option to continue to receive paper copies of any Electronic Record instead of, or in addition to, electronic delivery. To request a paper copy of this Agreement, any Electronic Record, or request assistance with establishing your credentials for Wealth Online, contact us by phone at 1 800 880-5631 or mail your request to BNY Mellon Wealth Online Support Team, 500 Ross Street Suite 655, Pittsburgh, PA 15262.
- 4) Hardware and software requirements for access to and retention of Electronic Records available through Wealth Online: Wealth Online is compatible with Mac and PC with Safari, Chrome and Edge browsers with their latest versions. It is also compatible with iOS and Android mobile devices with their latest operating systems versions and two major versions behind.
- 5) Following your request to enroll in Wealth Online, you will be notified when online access has been granted to you.
- 6) If you choose to enroll in any BNY Mellon Wealth Management mobile application (the “mobile application”), you acknowledge that by using the mobile application you have reviewed and agreed to be bound by the applicable Terms of Use for the mobile application.
- 7) BY ACCESSING WEALTH ONLINE ON YOUR OWN BEHALF OR AT THE DIRECTION AND AUTHORIZATION OF A BNY MELLON CLIENT, YOU HEREBY AGREE THAT YOU WILL NOT SHARE YOUR USERNAME OR PASSWORD WITH ANY OTHER PERSON.

## BNY Mellon Wealth Online Access Agreement

### Use and Acceptance

These Terms of Use are applicable to BNY Mellon Wealth Online (“**Wealth Online**”) and any tools, products or services offered and/or provided by BNY Mellon, National Association and its affiliates (“**BNY Mellon**”) through Wealth Online (such tools, products and services, collectively “**Services**”) are offered to you conditioned upon your acceptance without modification of these Terms of Use. **By using Wealth Online or any Services, you agree to these Terms of Use.** Please read these Terms of Use carefully. If you do not agree to these Terms of Use, or do not have the legal right or authority to accept these Terms of Use, you may not use Wealth Online or any Services.

These Terms of Use are in addition to any other agreements between you and BNY Mellon, including any customer or account agreements and other agreements and disclosures that govern your use of Services available via Wealth Online. In addition, the Wealth Online may contain additional disclosures governing your usage of Wealth Online and Services.

### Modification

We may revise these Terms of Use from time to time by posting a revised version on Wealth Online without notice to you. You should check these Terms of Use each time you use Wealth Online or Services for such revisions to ensure you agree to them. By using Wealth Online or Services or engaging in any of the activities described in these Terms of Use after changes have been made to these Terms of Use, you are agreeing to accept and comply with those changes.

### Intellectual Property/Authorized Use

Wealth Online and Services contain copyrighted works, trademarks and other proprietary material owned by BNY Mellon or third party providers. BNY Mellon and our providers own all rights, title and interest in and to Wealth Online, all the content, data and materials thereon, the look and feel, design and organization of Wealth Online, and the compilation of the content, data, and materials on Wealth Online, including all intellectual property and proprietary rights therein.

You may use the material available from Wealth Online and Services for informational purposes only. You may print copies of pages from Wealth Online for your personal purposes, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear, on the pages copied. The availability of third party material on Wealth Online is not to be used as a substitute for a license or services agreement directly with the relevant third party provider. Except as stated above, you may not copy, reproduce, publish, post, transmit, display, store, sublicense, transfer or distribute material from Wealth Online or Services without BNY Mellon’s express written permission and that of our third party providers, as applicable (“**Permission**”).

You also may not:

- modify, alter, revise, paraphrase, omit, or change any material on or from Wealth Online or Services without Permission;
- create derivative works, whether based in whole or in part upon the material on Wealth Online or Services, or any portion thereof, without Permission;
- modify, amend, reduce the size of or in any way obscure any warning, notice, liability limitation, or other license provision in material on or from Wealth Online or Services;
- use Wealth Online or Services, or any material on or from Wealth Online or Services, in violation of applicable law, these Terms of Use or such other agreements you have with BNY Mellon;
- link to or use for any public or commercial purpose material on or obtained from Wealth Online or Services without Permission; or
- engage in unauthorized use of Wealth Online and Services, including but not limited to unauthorized entry into BNY Mellon systems, misuse of passwords, or misuse of any material on or obtained from Wealth Online or Services.

Doing any of the acts listed above may constitute an infringement of BNY Mellon and/or a third party’s copyright and other intellectual property and/or may constitute an infringement of laws, rules or applicable regulations. Nothing contained on Wealth Online or Services should be construed as granting, by implication, estoppel or otherwise, any license or right in and to BNY Mellon’s trademarks or copyrighted material.

### Termination

We reserve the right to prohibit access to anyone whom we determine is violating these Terms of Use, restricting or inhibiting any other user from using or enjoying Wealth Online or Services, or whose conduct we reasonably determine may constitute a criminal offense, give rise to civil liability, or otherwise violate applicable law. You agree that BNY Mellon shall not be liable to you or any third party for any termination of your access to or use of Wealth Online or Services.

### Market Data

You understand and agree that: (1) The proprietary rights to all market data contained in this web site (e.g. last sales prices, bids offers, industry classification information, performance data and related information provided to You) (“**Market Data**”) belong to BNY Mellon or its third party data providers (“**Data Disseminators**”) (i.e., the various securities markets such as the NYSE, American Stock Exchange and NASDAQ and other entities that make, or assist in making, Market Data available to You); (2) neither BNY Mellon, its affiliates nor any Data Disseminator guarantees the timeliness, sequence, accuracy or completeness of Market Data or other messages that the Data Disseminator may disseminate; (3) Neither BNY Mellon, any of its affiliates, nor any Data Disseminators shall have any liability to you or to any other person for any loss or damage arising from inaccuracies, errors, omissions, delays, interruptions or non-

## BNY Mellon Wealth Online Access Agreement

performance, whether due to any negligent act or omission of any Data Disseminator or BNY Mellon or any of its affiliates, any cause beyond their reasonable control, or otherwise; (4) neither BNY Mellon, its affiliates nor any Data Disseminator may be held liable for any discontinuance on the provision of Market Data nor for any change in the manner of distribution for any reason; (5) Market data is made available for Your own individual use and You are prohibited from furnishing it to any other person or entity; (6) BNY Mellon may terminate Your access to any or all Market Data, or any Data Disseminator may terminate your authorization to receive Market Data, at any time; (7) Data Disseminators are third party beneficiaries under this agreement and are entitled to enforce this agreement by legal proceeding or otherwise against You or any person that gains access to or uses Market Data other than as this agreement contemplates. You shall pay the reasonable attorney's fees that any Data Disseminator may incur in so enforcing this agreement; and (8) nothing in this Agreement should be deemed as a solicitation or recommendation to buy or sell any securities or options.

### Links to Other Web Sites

Wealth Online may provide links to other websites that we think might be of interest to our users ("**Linked Sites**"). Links to Linked Sites are provided only as a convenience to users of this Site. Please note that when you click on a Linked Site, you may be moving to another provider's website. These Linked Sites and their providers are not controlled by BNY Mellon and BNY Mellon is not responsible for the contents or the operation of any Linked Site. The inclusion of any Linked Site does not imply endorsement of the Linked Site or its provider by BNY Mellon. We encourage you to read the terms of use and privacy statements of these Linked Sites as their policies may differ from ours.

### Disclaimers

The information on Wealth Online is for information purposes only and is not intended as an offer or solicitation for the purchase of any security or any financial instrument or banking product. The information contained on Wealth Online and the Services are subject to change without notice. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON THIS INFORMATION. Any Services fees, charges, interest rates, and balance requirements may differ among geographic locations. Not all Services are offered in all countries.

YOU UNDERSTAND AND AGREE THAT THIS SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. BNY MELLON AND ANY THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON- INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES REGARDING SECURITY, CURRENCY, CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS OR CONTINUED AVAILABILITY, WITH RESPECT TO (i) WEALTH ONLINE; (ii) ANY SERVICES AVAILABLE ON OR THROUGH WEALTH ONLINE ; AND (iii) YOUR USE OF WEALTH ONLINE OR SERVICES AND THE RESULTS OF SUCH USE. FURTHER, BNY MELLON AND ANY THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY SERVICES AVAILABLE THROUGH WEALTH ONLINE.

Any statements and opinions expressed on Wealth Online are as of the date of publication, are subject to change as economic and market conditions dictate, and are those of the author(s) and do not necessarily represent the views of BNY Mellon. Some content on this site may be provided by third party providers, which we consider to be reliable but have not independently verified. We do not guarantee that it is accurate or complete.

EXCEPT AS PROVIDED BY LAW, NEITHER BNY MELLON NOR ANY THIRD PARTY HAS ANY RESPONSIBILITY TO MAINTAIN THE INFORMATION OR SERVICES OFFERED ON WEALTH ONLINE OR TO SUPPLY CORRECTIONS OR UPDATES TO THE SAME.

**SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES; IN SUCH EVENT, SUCH DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.**

### Limitation of Liability

BY ACCESSING WEALTH ONLINE OR RECEIVING SERVICES, YOU AGREE TO WAIVE ALL CLAIMS AGAINST US AND ALL THIRD PARTY PROVIDERS REGARDING WEALTH ONLINE, THE SERVICES AND YOUR USE THEREOF. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING WEALTH ONLINE OR ITS SERVICES BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, TRADING LOSSES, GOOD WILL, BUSINESS INTERRUPTION, SAVINGS OR DATA, EQUIPMENT OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (1) THE RELIANCE ON, USE OF OR INABILITY TO USE WEALTH ONLINE OR ANY SERVICES; (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU OR BY ANYONE TO WHOM YOU COMMUNICATE INFORMATION DERIVED FROM WEALTH ONLINE OR SERVICES, OR FOR ANY ERRORS BY YOU IN COMMUNICATING SUCH INFORMATION; (3) THE COST OF SUBSTITUTE SERVICES; (4) FORCE MAJEURE AND ANY SIMILAR EVENTS THAT ARE BEYOND OUR REASONABLE CONTROL; OR (5) ANY OTHER MATTER RELATING TO THE SERVICES OR DISTRIBUTION OF SERVICES THROUGH WEALTH ONLINE. WE SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF WEALTH ONLINE OR SERVICES. WE CANNOT AND WILL NOT ASSUME ANY LIABILITY FOR UNAUTHORIZED OR FRAUDULENT USE OF WEALTH ONLINE AND ANY SERVICES.

## BNY Mellon Wealth Online Access Agreement

OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE OR CLAIM RELATED TO THESE TERMS OF USE, WEALTH ONLINE OR ANY SERVICES IS YOUR CESSATION OF THE USE OF WEALTH ONLINE AND ANY AND ALL SERVICES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Indemnification**

You agree to indemnify, defend and hold harmless BNY Mellon and its third party providers, and each of its and their officers, directors, employees, and agents, from and against all claims, demands, liabilities, damages, losses or expenses, including reasonable attorneys' fees, relating to any information you submit, post to or transmit through Wealth Online, your use of Wealth Online or Services, your connection to Wealth Online, your violation of these Terms of Use or any harm you cause another user of Wealth Online or Services.

### **Privacy and Security**

BNY Mellon respects our customers' privacy. For more information please read our Online Privacy Statement posted on Wealth Online. Additionally, Section 6 of this Agreement provides users of Wealth Online the BNY Mellon Consumer Privacy Notice as required by The Financial Modernization Act of 1999, also known as the Gramm-Leach-Bliley Act ("GLBA"). Subtitle A of Title V of GLBA, requires a financial institution to disclose to all of its customers the institution's privacy policies and practices with respect to information sharing with both affiliates and non-affiliated third parties.

We utilize reasonable security technologies to protect sensitive information. However, the security of this information depends in part on the security of the computer you use to communicate with us, the security you use to protect User IDs and passwords, and the security provided by your internet access services provider. We are not responsible for the security of your internet access services provider; you should review the security and privacy policies of your internet access services provider carefully. Information that you access via this Site may be stored on your computer during your session for your convenience. If others have access to your computer or your User ID and password, they may be able to access this information. In any area of Wealth Online requiring a password, you should log off Wealth Online when you are done viewing information or whenever you leave your computer. We are not responsible for the security or privacy of information communicated to or from such a computer. Finally, you should keep any correspondence you receive relating to this Site or the Services (including, but not limited to, your User ID, passwords, other registration information, emails, order information, or any other information) confidential and in a safe place.

### **Submissions**

You must provide true, accurate, current and complete information about yourself when you elect to provide personal information to us. You also must maintain and promptly update any such information to keep it accurate. Other than information addressed under our Online Privacy Statement, any and all comments, suggestions, ideas, graphics, or other information that you transmit or post to Wealth Online becomes and will remain our property and may be used by us anywhere, anytime and for any reason whatsoever. Except as may be provided in the Online Privacy Statement, any information or materials submitted to us will be treated as non-confidential and non-proprietary, and we will not have any obligation to use or evaluate any information we receive from you. We will not have to pay you or anyone else for using any ideas or other materials that you may transmit to or post on Wealth Online.

### **Entire Agreement/Severability**

These Terms of Use contain your entire agreement with us regarding this Site and Services, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and us with respect to Wealth Online or Services. In the event of a conflict between these Terms of Use and any customer agreement between you and us relating to Services, the applicable customer agreement shall prevail. If any provision of these Terms of Use is deemed illegal or unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions.

### **Jurisdiction/Choice of Law**

Your access to and use of Wealth Online and Services, and these Terms of Use, are governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. You expressly and irrevocably agree that exclusive jurisdiction and venue for any claim or dispute with us, our employees, contractors, officers, directors, and content providers or relating in any way to your use of Wealth Online or Services resides in the state or federal courts in the borough of Manhattan, New York, New York and you further irrevocably agree and expressly and irrevocably consent to the exercise of personal jurisdiction in those courts over any action brought under these Terms of Use. WE AND YOU HEREBY WAIVE THE RIGHT OF TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO WEALTH ONLINE, SERVICES OR THESE TERMS OF USE.

### **Contact**

If you have any questions relating to these Terms of Use, Wealth Online, the Services, or BNY Mellon, National Association and its affiliates, please contact us

### **Patent Notice**

BNY Mellon is licensed under US Patents 5,940,510; 5,949,880; 6,105,013; and 6,237,095. Certain subsidiaries of BNY Mellon are licensed by Data Treasury Corporation under US Patents 5,910,988 and 6,032,137.

## Electronic Banking Services Disclosure and Agreement

This Electronic Banking Services Disclosure and Agreement (“Agreement”) governs your use of electronic services for deposit accounts and facilities held at BNY Mellon, National Association (“BNY Mellon”). The Electronic Fund Transfer Act and Regulation E require BNY Mellon to provide disclosures for certain electronic funds transfers related to an account established primarily for personal, family or household purposes. In addition, whether you are a consumer or not, if you use any electronic banking service provided by us, you agree to be bound by the terms and conditions set forth in this Agreement. Please read this document carefully and retain it for future reference.

This Agreement applies to you if you have contracted for one or more electronic banking services and includes the following sections:

- I. General Provisions Applicable To All Sections
- II. Cardholder’s Agreement for Electronic Banking Services Available through Your Card
- III. Telephone Banking and Online Banking Through BNY Mellon Wealth Online
- IV. Zelle® Through BNY Mellon Wealth Online (Consumer Only)
- V. Online Bill Paying Transactions Through BNY Mellon Wealth Online (Consumer Only)
- VI. Electronic Transfers-Stopping Payment
- VII. Consumer Only Disclosures and Terms
- VIII. Important Contact Information

### **I. GENERAL PROVISIONS APPLICABLE TO ALL SECTIONS**

#### **Definitions**

“Account” refers to each and every demand deposit account (checking), savings, or other consumer asset account, other than certificates of deposit, held by you with us now or in the future and linked at your request for Card access or online banking services through BNY Mellon Wealth Online, Mobile BNY Mellon Wealth Online, Quicken® and Telephone Banking to make withdrawals, transfers or view account data. If you have elected to add overdraft protection to your transaction Account(s), through either a savings account, Investment Credit Line, home equity line of credit, or other line of credit, if applicable, you will access overdraft protection, as available, for ATM and point-of sale withdrawals and transfers, pre-authorized debits, and transactions through BNY Mellon Wealth Online, Quicken®, and Mobile BNY Mellon Wealth Online.

“Access Device” refers to a Card, Mobile Device, code or other means of access, or any combination thereof, whether issued by us or by a third party, that may be used to initiate electronic funds transfers to or from your accounts.

“Accountholder,” “Client,” “you,” and “your” refer to all of the accountholders or any of them.

“Automated teller machine” and “ATM” refers to any automated teller machine that is part of a network (such as Star®, CIRRUS®, Maestro®, MasterCard®, or NYCE) that accepts your Card.

“BNY Mellon,” “Bank,” “we,” “us,” and “our” refer to BNY Mellon, National Association and its successors and assigns.

“Business Day” means any day other than a Saturday, Sunday, public holiday under the laws of the Commonwealth of Pennsylvania or other day on which the Bank is authorized or required by law or regulation to be closed.

“BNY Mellon ATM Card” is an ATM card that you can use at an ATM or at a point-of-sale (POS) terminal with your PIN but not at a POS terminal without your PIN.

“BNY Mellon Check Card” is a debit card that you can use at an ATM or at a point-of-sale (POS) terminal that accepts MasterCard® with or without your PIN.

“Card” means both a BNY Mellon ATM Card and a BNY Mellon Check Card.

“Mobile Device” means any wireless or Internet-connected device from which you can access the Internet or similar wireless network services apart from a desktop or laptop computer.

“PIN,” “VRU Access Number,” “User ID,” “Username” and “Password” all mean a series of letters and/or numbers that identify you as an authorized user of a particular electronic product or service.

All times are in Eastern Time.

#### **Applicability**

You agree that this General Terms and Conditions Section is applicable to all electronic funds transfers and transactions covered by this Agreement and all attachments. If you do not agree to the terms of this Agreement, you will not use a Card(s) or any other electronic banking services. The continued use of a Card(s) or other electronic banking services is conditioned on your compliance with this Agreement.

## Electronic Banking Services Disclosure and Agreement

If any provision of this Agreement is deemed to be unenforceable for any reason, then that provision shall be deemed severable from the other terms of this Agreement and shall not affect the validity and enforceability of any remaining terms. You may not assign, transfer or sublicense any of your rights or obligations under this Agreement. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. This Agreement is entered into by and between, and may be enforced only by you and BNY Mellon, and this Agreement shall not be deemed to create any rights in third parties other than the parties' permitted successors and assigns and any of BNY Mellon's affiliates, employees, directors, officers, agents and representatives. You agree that we have no responsibility or liability for any act or omission beyond that which is imposed on us by law. You agree that we have no responsibility or liability for any damages, expenses, charges or liabilities that you may incur as a result of any failure or delay on the part of the U.S. Postal Service in delivering any payment or on the part of any payee in crediting any payment. We reserve the right to refuse to pay certain payees and to refuse to honor payment requests that appear to be suspicious.

### **Security**

You agree to keep your Username/User ID(s), VRU Access Number(s), password(s) and PIN(s) confidential (in a secure location, separate from account numbers, software, etc.) to prevent unauthorized access and use of your linked accounts and electronic banking services. We can revoke or cancel your Username/User ID(s), VRU Access Number(s), password(s) or PIN(s) at any time, without giving you prior notice, to help us maintain the security of your accounts. If anyone repeatedly tries to use an incorrect Username/User ID, VRU Access Number, password or PIN to conduct any electronic banking services from your accounts, we may prevent further use of your Username/User ID(s), VRU Access Number(s), password(s) or PIN(s). Also, if we suspect unauthorized use of your Card or your electronic banking services, we may temporarily prevent further use of your Username/User ID(s), VRU Access Number(s), password(s) and PIN(s). Cards remain our property and may be revoked or canceled at any time without giving you prior notice. Your PIN/Password is used to identify you as an authorized user. You agree to notify us immediately if your Card is lost or if the secrecy of your PIN/Password is compromised. You also agree not to reveal your PIN/Password to any person not authorized by you to use your Card or to write your PIN/Password on your Card or on any other item kept with you. We have the right to refuse a transaction on your accounts when your Card or PIN/Password has been reported lost or stolen or when we reasonably believe there is unusual activity on your account. The security of your account(s) depends upon your maintaining possession of your Card and the secrecy of your PIN/Password. You agree to change your PIN/Password if you feel that the secrecy has been compromised.

### **Other Agreements**

You agree that the electronic banking services you use remain subject to all other rules and regulations governing your accounts, and to any other agreements you have with us. One client may not alone request transfers or payments from any account that requires two or more signatures. You agree not to change any account documentation to require two or more signatures until you first notify us to terminate your electronic access to such account. Transfers from savings accounts are further limited by applicable federal law as stated in our account rules.

### **Effectiveness**

Our records regarding your electronic banking services, your instructions to us with respect to them and the services you have agreed to are conclusive, except as otherwise provided by law. You agree that electronic or telephone instructions you give us for electronic banking services may be treated as if they were written orders bearing your signature.

### **Available Funds**

You agree your Card or any electronic service will not be used for a transaction that would cause your Account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction or for any illegal transactions, including illegal Internet gambling or similar activities. If you instruct us to make any transaction exceeding the available funds in an account, notwithstanding any available credit on an overdraft protection feature that you established, you agree to pay the associated fees as if a check in the same account had been presented to be paid from the account, regardless of whether we make the payment or transfer. If we complete the transaction, we may, at our sole discretion, charge or credit the transaction to another account, and you agree to pay us the amount of the improper withdrawal or transfer upon request. We may refuse to make any transaction that would exceed the balance of available funds in the account from which the transaction is requested, absent any available credit on an overdraft protection feature that you established.

### **Changes**

You agree that we may add or discontinue services and fees for services and make other changes to the content of this Agreement by sending written notice to your address then shown in our records as required by law.

### **Termination**

We may terminate this Agreement and/or services and your ability to use the Card or other electronic banking service(s) at any time without notice to you. We may terminate the Card or other electronic services if you do not use the Card or electronic banking service(s)



## Electronic Banking Services Disclosure and Agreement

for more than six months. We may suspend or terminate the electronic banking services if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless or internet service terminates or lapses.

### **Governing Law and Venue**

Your access to the electronic banking services described in this Agreement and these terms of use, are governed by and interpreted under the laws of the Commonwealth of Pennsylvania without regard to Pennsylvania's conflict of law rules. The parties agree to submit to the venue of any Pennsylvania state or federal court for all actions or proceedings arising from or contemplated by this Agreement. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY REGARDING ACTIONS, PROCEEDINGS, OR COUNTERCLAIMS ARISING FROM THIS AGREEMENT.

### **Account Information**

Account balance figures and other account information received through our electronic banking services may not reflect recent transactions and may include funds that are not available for immediate withdrawal.

### **Fees**

We may impose fees for electronic banking services in the future. If we do, we will give you any notice required by law. When you use an ATM, you may be charged a fee by the ATM owner or operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. Any fees we charge are separate and apart from any charges that may be assessed by your wireless communication provider, including, without limitation, SMS text messages sent to or received from the Bank or data transmission between you and the Bank. You are responsible for any fees or other charges that your wireless communication provider may charge for any related data or message services, including, without limitation, for SMS text messaging. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

### **E-Mail**

E-mail sent by you will not be immediately received by us. If you need to contact us immediately (for example, to report that the secrecy of your PIN/Password has been jeopardized or to stop payment on a check), do not use e-mail but call us instead at the number listed in this Agreement. No action will be made on your e-mail until it is actually read by us and we have an opportunity to act.

### **Lost Mobile Device**

If you lose your registered Mobile Device or if it is stolen, you agree to disable the use of such Mobile Device by unregistering your Mobile Device with us from your personal computer. You agree not to store your Username or PIN/Password on your Mobile Device. In the event your enrolled Mobile Device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You acknowledge that there are risks associated with using a Mobile Device, and that in the event of theft or loss, your confidential information could be compromised or unauthorized transactions could be made. If your eligible Mobile Device is lost or stolen, your Mobile Application authentication method is compromised, or if your Card has been used without your permission, you must notify us immediately. If you fail to notify us immediately, you may be liable for part or all of the losses in connection with any unauthorized use of your Card.

### **As Is**

Any electronic banking service and access through your Card may be unavailable, delayed, interrupted or disrupted for an indeterminate amount of time due to conditions beyond the Bank's control. We provide our electronic banking services on an "AS IS" and "AS AVAILABLE" basis without any guarantees or warranties, express, implied or otherwise, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, title and non-infringement of proprietary rights. No warranty is provided that any software will be free from defects or viruses or that the operation of any software will be uninterrupted. You understand and agree that on occasions electronic banking services may be unavailable, delayed, interrupted or disrupted for an indeterminate amount of time due to conditions beyond our control. Such conditions include, but are not limited to, transmission issues associated with your Internet wireless communication provider, or any interruption, disruption, or failure in the provision by us of our electronic services due to equipment malfunctions, power failures, strikes, etc. Any such incidents could limit your access to electronic banking services and the receipt of any messages or information therefrom. The Bank, its affiliates, directors, officers and employees shall not be liable for any claim due to acts of God, acts of war, breakdowns or malfunctions of machines or computers, interruptions or malfunctions of communications or power supplies, labor difficulties, actions of public authorities, or any other similar cause or catastrophe beyond our reasonable control. Without limiting the generality of the foregoing, it is agreed that in no event will we be liable for any lost profits or other indirect, special, incidental or consequential damages which you may incur or experience by reason of having used or relied on or arising out of or in connection with electronic banking services, even if we were advised or otherwise made aware of the possibility of such damages.

### **Risk of Loss**

In the event of a system failure or interruption of the electronic services, your Internet or wireless provider or other third party service, your data may be lost or destroyed. You assume the responsibility to verify the accuracy and completeness of any transaction affected by the system failure or interruptions through means other than the electronic services offered by us.

## Electronic Banking Services Disclosure and Agreement

### **Internet Access**

You agree that by using the Card or any electronic banking service that information about your accounts and transactions will be transmitted over the Internet. You agree that the Bank will have no liability to you, if an unauthorized third party obtains information about your accounts or transactions despite reasonable precautions we have taken to maintain the confidentiality of such information.

### **Data Recording**

The information, SMS Text Messages and e-mail messages you enter through any electronic banking service may be recorded. By using these electronic banking services, you consent to the recording of this data.

### **Your Liability**

You accept all liability that can be legally imposed upon you for each use of the Card at ATMs and POS terminals and each use of the Telephone Banking, online banking services through BNY Mellon Wealth Online, Mobile BNY Mellon Wealth Online, or Online Banking with Quicken® services, or any other electronic services offered by us that you use, whether or not authorized by you. You agree to notify us immediately if you believe your Card, your Mobile Device, or any of your Telephone Banking, BNY Mellon Wealth Online, Mobile BNY Mellon Wealth Online, Username/User IDs, VRU Access Numbers, passwords or PINs has been lost or stolen, or if you think that any of them has been or may be used by anyone without your authorization. You should call us IMMEDIATELY at the number listed in this Agreement.

### **Privacy**

To the extent that you submit any personally identifiable information to any other third party in connection with your use of a Card or an electronic banking service, such third party's collection, use and disclosure of such information will be governed by its own privacy policy and not our privacy policy, and we are not responsible for the information practices of any third parties. By utilizing any electronic banking services that may include the submission of information to third parties, you authorize us to share your information with the provider of such services, including payment networks and any other third parties in order to process your transactions and provide the services you request. Please refer to the document titled "What Does BNY Mellon Wealth Management Do with Your Personal Information" for more information about how your personal information is used.

### **Use by Others**

You agree not to permit another person to use your electronic banking services access devices (such as your Card, Telephone Banking or BNY Mellon Wealth Online Username/User ID(s), VRU Access Number(s), PIN(s)/password(s) and other access devices. When you have authorized another person (for example, an individual or a company providing account aggregation services over the Internet) to use your access device, you are responsible for any transfers that person makes. This includes transfers of money from your accounts unless you have told us that transfers by that person are no longer authorized and we have an appropriate amount of time to act in order to stop any such transfers.

### **PIN/Password**

Your BNY Mellon ATM Card may only be used with your PIN. Certain transactions involving your BNY Mellon Check Card require use of your PIN. Your PIN/Password is used to identify you as an authorized user.

### **Overdraft Protection**

If you select an overdraft option for one of your accounts and we need to make transfers from an Investment Credit Line, home equity or other lines of credit to cover any overdraft, you agree that we may take any action necessary to obtain advances on your behalf, including charging your credit account with us without your signature.

## **II. CARDHOLDER'S AGREEMENT FOR ELECTRONIC BANKING SERVICES AVAILABLE THROUGH YOUR CARD**

You agree that this Agreement governs your Card services. You agree that we may debit and credit your Accounts, as well as any Investment Credit Lines, home equity or other lines of credit linked to your Accounts to provide overdraft protection, associated with your electronic banking service in accordance with the instructions you give:

- by using the Card and your corresponding PIN at automated teller machines and point-of-sale terminals; and
- by using your Card without your PIN for point-of-sale transactions with merchants that accept debit MasterCard® transactions (applicable only if you have a BNY Mellon Check Card).

### **Types of Available Transactions and Limits on Transactions at ATMs**

Where available, you may conduct the following electronic funds transfers with the Accounts designated for your Card.

- Withdraw cash;
- Make deposits at specified ATMs;
- Transfer funds;
- Balance inquiries; and

## Electronic Banking Services Disclosure and Agreement

- Make point-of-sale purchases (e.g., postage stamps) at specified machines (Such purchases will be considered point-of-sale transactions subject to the rules and limits set forth in this Agreement for point-of-sale transactions.).

Your Card is designed to allow you to access multiple checking and savings accounts at certain ATMs. ATMs bearing the Star® logo may permit access to up to three checking and three savings accounts. If you use your Card to request a withdrawal at an ATM that does not permit you to specify the type of account from which the withdrawal is to be made, we will make the withdrawal from the primary checking account linked to your Card. If you do not have a primary checking account linked to your Card, we will make the withdrawal from the primary savings account linked to your Card.

The standard daily ATM withdrawal limit is \$1,010, unless you have received a non-standard ATM withdrawal limit. You can ask that daily withdrawals at an ATM be limited to no more than \$50. You may request the \$50 daily withdrawal limit at any time. Any documentation provided to you which indicated that an electronic fund transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made. You may use your Card at an ATM to transfer up to \$99,999.99 per transfer between your Accounts. Deposits and transfers made at an ATM after the deposit deadline may not be posted to your Accounts until the next Business Day.

### Point-Of-Sale

You may also use your Card to pay for purchases (including “cash back” transactions in which a merchant distributes cash to you) directly at businesses that honor your Card through a point-of-sale transfer service. Normally, you may use your Card for point-of-sale transactions for up to \$5,010 each day unless you have requested and received a non-standard limit. You agree to settle all disputes regarding the goods or services that you purchased with the Card with the merchant who honored the Card.

### Foreign Currency Transactions

If you use your Card to make a point-of-sale purchase or an ATM withdrawal in a foreign currency, MasterCard® will convert the transaction to U.S. currency using its currency conversion procedure. You will be subject to a MasterCard Issuer Cross-border Assessment and a MasterCard Currency Conversion Assessment, currently the two assessments in aggregate total 1% of your transaction amount for transactions conducted in a foreign currency. The charge of the Cross-border Assessment is predicated on the location of the merchant or ATM/POS machine, if either are not located in the United States of America, regardless of the currency, you will be charged a MasterCard Cross-border Assessment. Please see the appropriate price schedule for more information.

### Daily Limits

The “day” used to calculate these limits runs from midnight of each calendar day to midnight of the next calendar day. A BNY Mellon Check Card point-of-sale transaction may not be deducted from your account balance on the date that it occurs; however, the transaction date is used to determine whether the point-of-sale daily limit has been reached. These limits are for Card use only as the ATM provider may impose other limits.

### Notice of ATM Safety Precaution. SAFETY PRECAUTIONS FOR ATM USAGE

Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your BNY Mellon ATM Card or BNY Mellon Check Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around the ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

## III. TELEPHONE BANKING AND ONLINE BANKING THROUGH BNY MELLON WEALTH ONLINE

### Internal Transfers

Through Telephone Banking and BNY Mellon Wealth Online, you may use your Telephone Banking VRU Access Number or BNY Mellon Wealth Online Username and corresponding Password to transfer funds between your Accounts in the amounts and on the Business Days you request (“Internal Transfers”). As an exception, you may not make Internal Transfers to and from any retirement accounts. No one Internal Transfer can exceed \$9,999,999.99.

## Electronic Banking Services Disclosure and Agreement

### **External Transfers (available only for consumer accounts)**

Through BNY Mellon Wealth Online only, you may use your BNY Mellon Wealth Online Username and corresponding Password to transfer funds between your Accounts and your deposit accounts at other financial institutions (“External Transfers”). We must have received and accepted the External Transfer by 6 p.m. for the External Transfer to be made on that Business Day. If you transfer funds to the Account, the funds are credited to your Account on the next Business Day but may not be available for use until we receive the funds from the other financial organization. This may take up to two (2) Business Days.

As an exception, you may not make External Transfers to and from any retirement account. You are generally limited to 3 External Transfers per Business Day and 15 External Transfers per month. Additionally, no single External Transfer can exceed \$100,000 and the total amount of all External Transfers that you make on any Business Day cannot exceed \$100,000.

## **IV. ZELLE® THROUGH BNY MELLON WEALTH ONLINE (CONSUMER ONLY)**

### **Description of Zelle® Services**

We have partnered with the Zelle Network® (“Zelle®”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Zelle® Service”). We will refer to financial institutions that have partnered with Zelle® as “Network Banks.”

Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Bank.

THE ZELLE® SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

### **Eligibility and User Profile**

When you enroll to use the Zelle® Service you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Zelle® Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Service or share your credentials with a third party to use the Zelle® Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Zelle® Service is intended for personal, not business or commercial use. You agree that you will not use the Zelle® Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Service if we believe that you are using the Zelle® Service for business or commercial purposes, or for any unlawful purpose.

**Content Standards:** You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®’s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Service.

The Zelle® Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle® tag.” You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to

## Electronic Banking Services Disclosure and Agreement

you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Service. We respect the intellectual property of others and require that users of the Zelle® Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Service that is subject to intellectual property rights claims.

### **Consent to Share Personal Information (Including Account Information)**

You agree that we may use and share personal information about you with Zelle®, and our service providers, for everyday business purposes such as, but not limited to: maintaining your ability to access the Zelle®, authenticate you, send you information about Zelle®, perform fraud screening, verify your identity, determine your transaction limits, perform collections, comply with laws, regulations, court orders and lawful instructions from government agencies, protect the personal safety of subscribers or the public, defend claims, resolve disputes, troubleshoot problems, enforce this Agreement, protect our rights and property, and customize, measure, and improve Zelle® and the content and layout of the Zelle® Service. Additionally, we, Zelle® and our service providers may use this information for risk management purposes and may use, store and disclose your information acquired in connection with your use of Zelle®, as permitted by law, including but not limited to: administer or enforce a transaction or protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability, compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, including but not limited to, identifying and blocking access to the applicable service by devices associated with fraudulent or abusive activity. Such information may be used by us and our service providers to provide similar fraud management and prevention services for services not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device. We, Zelle®, and our service providers shall have the right to retain such data even after termination or expiration of your use of Zelle® or risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we, Zelle®, and our service providers may use, store and disclose such information acquired in connection with Zelle® in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of Zelle®. You authorize us to share your mobile subscriber details with service providers which will request your mobile carrier to use your mobile subscriber details for verifying your identity. Those details may include name, billing address, email, and phone number. This information may also include location information, if available. Additional use of your mobile subscriber data may be subject to third party privacy policies. You can review further information about how we may use and share your information on our privacy policy.

### **Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Policy at <https://www.bnymellonwealth.com/privacy.jsp>, which the BNY Mellon Consumer Privacy Notice is incorporated into and made a part of this Agreement by this reference.

### **Wireless Operator Data**

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle® Service. By using the Zelle® Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship.

### **Enrolling for the Zelle® Service**

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle® Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may:

- i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- ii. receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”

If at any time while you are enrolled, you do not send or receive money using the Zelle® Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Service until you enroll again.

Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses

## Electronic Banking Services Disclosure and Agreement

should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

### **Consent to Emails and Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle® Services or related transfers between Network Banks and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736. You expressly consent to receipt of a text message to confirm your “STOP” request.
- f. Supported Carriers: Most major carriers supported; some restrictions may apply.

### **Receiving Money; Money Transfers by Network Banks**

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Service, you have no ability to stop the transfer. By using the Zelle® Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

### **Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle® Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your Account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle® Service. If the person you sent money to has already enrolled with Zelle®, either in the Zelle® mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, either in the Zelle® mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification). We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## Electronic Banking Services Disclosure and Agreement

### Liability

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

### Send Limits

No single payment can exceed \$2,000 on any Business Day and the total amount of all payments that you make on any given Business Day cannot exceed \$4,000 to all users.

### Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless us, Zelle®, the owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

### Fees

We do not currently impose a fee and/or charge for adding and using Zelle®. However, your wireless service provider may impose certain charges or other fees for use of Zelle® and/or data usage. In addition, fees may apply if you use Zelle® through an other financial institution or through the separate Zelle® service mobile app. You are solely responsible for any such charges or fees. We reserve the right to change our fee policy and will inform you accordingly.

### Use of Our On-line Banking Site and/or Mobile App

You agree to access BNY Mellon Wealth Online and/or mobile app in compliance with our Terms of Use, which are available at <https://www.bnymellonwealth.com/private-workbench/terms-of-use.html> and incorporated into and made part of this Agreement by this reference

### Cancellation of the Zelle® Service

You may cancel the Zelle® Service by calling 1-800-830-0549. By canceling the Zelle® Service, any pending, repeating and future dated transfers, will also be terminated; however, any transfer that is in process will not be cancelled. When you cancel the Zelle® Service, you will no longer be able to access or use the Zelle® Service; however, cancelling the Zelle® Service will not cancel your other online services, if any, with us.

### Right to Terminate Access

You agree that unless otherwise required by applicable law or regulation, we can terminate your access to Zelle®, in whole or in part, at any time. For example, in the event (i) you violate any terms of this Agreement, (ii) there are suspected or confirmed unauthorized or fraudulent transactions related to your funding account, Deposit Account or use of Zelle®, or (iii) we incur problems with your use of Zelle®, you agree that we may suspend or terminate your access to Zelle® at any time.

### Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD

## Electronic Banking Services Disclosure and Agreement

TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE® DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

### **Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE®’S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

### **Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless us, Zelle®, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys’ fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle® Service, or any violation by you of the terms of this Agreement.

### **Miscellaneous**

Subject to the terms of this Agreement, the Zelle® Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®’s control.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

## **V. ONLINE BILL PAYING TRANSACTIONS THROUGH BNY MELLON WEALTH ONLINE (CONSUMER ONLY)**

Online Bill Paying is available to consumer clients with a checking account. You must be a consumer enrolled in banking services through our BNY Mellon Wealth Online with one checking account designated as an Account to use our online Bill Paying services through either BNY Mellon Wealth Online or our Mobile BNY Mellon Wealth Online Banking Solutions. You may only add payees/merchants to our online Bill Paying services via BNY Mellon Wealth Online.

You agree that any payment that you make will be charged to the checking account you have designated for Bill Paying. Prescheduled bill payments are sent to the payee on the Business Day you have requested the payment to be made. Payments that are not prescheduled are sent to the payee on the Business Day after the Business Day on which we receive your instruction. Payments initiated or scheduled on days that are not Business Days will be sent the next Business Day. The amount of the bill payment will not always be deducted from your Account on the Business Day the bill payment is sent but may be deducted on the Business Day the item is presented for payment which may take several days. If a bill payment you make is returned for insufficient funds, we will block further payments from your Account for up to five (5) Business Days after you have corrected the overdraft. There is no limit on the number of bills you can pay, but no single bill payment can exceed \$50,000 and the total amount of all bill payments that you make on any given Business Day cannot exceed \$100,000. You cannot make two payments to the same payee in the same amount on the same Business Day. You may only transmit payments to payees with United States addresses, U. S. Foreign Territories, or overseas U. S. Military Establishments.

## **VI. ELECTRONIC TRANSFERS-STOPPING PAYMENT**

For online Bill Paying through BNY Mellon Wealth Online or Mobile BNY Mellon Wealth Online, Online Bill Paying with Quicken® payments, and External Transfers, you should delete the payment/transfer through BNY Mellon Wealth Online or Quicken or call us in sufficient time before the payment is scheduled to be deducted from your account. We will make every effort to stop your payments/transfers; however, we cannot guarantee that we will stop any payments/transfers. To stop preauthorized recurring transfers, please refer to the “Preauthorized Payments - Right to Stop Payment and Procedure for Doing So” section in this Agreement. Contact us immediately at the number provided in this Agreement if you would like to attempt to stop a payment.

## **VII. CONSUMER ONLY DISCLOSURES AND TERMS APPLIES TO CONSUMERS ONLY**

### **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.



## Electronic Banking Services Disclosure and Agreement

### Point-of-Purchase (POP)

Your paper check is converted by the retailer to an electronic check transaction at the time of purchase, and the voided check is returned to you at the completion of the sale. The electronic check transaction is transmitted to the bank and debited against your personal account.

### Re-Presented Check (RCK)

If your paper check has been returned unpaid to a retailer by the bank due to insufficient or unavailable funds, the retailer may re-present the paper check as an electronic check transaction which will be debited against your checking account.

### Electronic Check Conversion by Recipient of a Paper Check

In some cases, the party to whom you mail or otherwise send a paper check, or the party's agent such as a lockbox operator, may convert your paper check into an electronic check transaction that is debited against your checking account. Unlike the POP service described above, this service is not done in your presence and you are not provided with a voided check. Such conversions will be reflected on your account statement, and may cause your check to be debited against your account faster than would a paper check not so converted.

### **Consumer Liability for Unauthorized Transactions and Advisability of Prompt Reporting**

Tell us at once if you believe your Card, or Username/User ID(s) or VRU Access Number(s) or PIN(s) or password(s) or other access device has been lost or stolen, or if you believe that any of them is in the possession of an unauthorized person or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) Business Days after you learn of the loss or theft and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions you did not make, including by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not get back any of the money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, such as a long trip or hospital stay, we will extend the time periods.

### **Unauthorized Point-of-Sale Transactions Made Without a PIN, Using a Lost/Stolen BNY Mellon Check Card Only**

If you have told us that your BNY Mellon Check Card has been lost or stolen, and you claim that one or more unauthorized point-of-sale transactions have been made using your BNY Mellon Check Card without a PIN, we will determine whether an error occurred and correct any such error promptly, usually within 5 Business Days but in any event within 10 Business Days (20 Business Days for point-of-sale transfers to or from an account within 30 days after the first deposit to the account was made) after we hear from you. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will re-credit your account promptly, usually within 5 Business Days but in any event within 10 Business Days (20 Business Days for point-of-sale transfers to or from an account within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not re-credit your account.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Your Liability**

You accept all liability that can be legally imposed upon you for each use of the Card at ATMs and POS terminals and each use of the Telephone Banking, online banking services through BNY Mellon Wealth Online or Mobile BNY Mellon Wealth Online, Zelle® or Online Banking with Quicken® services, whether or not authorized by you. You agree to notify us immediately if you believe the Card, your Mobile Device, or any of your Telephone Banking, BNY Mellon Wealth Online, Mobile BNY Mellon Wealth Online, Zelle®, Username/User IDs, VRU Access Numbers, passwords or PINs has been lost or stolen, or if you think that any of them has been or may be used by anyone without your authorization. You should call us IMMEDIATELY at the number listed in this Agreement. This disclosure contains more information about your liability for electronic banking transactions.

### **Confidentiality**

We will disclose information to third parties about your account or the transactions you make:

- Where it is necessary for completing transactions.
- In order to verify the existence and condition of your account or our experience with your management of the account for a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court orders.
- If you give us your written permission. Through your account agreements with us, you may have already given us your written permission to share information about your accounts with others.

### **Preauthorized Payments - Right to Stop Payment and Procedure for Doing So**

If you have told us in advance to make regular preauthorized payments out of your account, you can stop any of these payments. To stop a payment, contact us either by telephone or write to us as provided in this Agreement. Call us or write to us in time for us to receive

## Electronic Banking Services Disclosure and Agreement

your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

### **Notice of Varying Amounts**

If these regular pre-authorized payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the payment would fall outside certain limits that you set.

### **Our Liability for Failure to Stop Payment of Pre-Authorized Transactions**

If you order us to stop one of these payments three (3) or more Business Days before the transaction is scheduled and we do not do so, we will be liable for your losses or damages. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

### **Our Liability for Failure to Complete Transactions**

If we do not complete a transaction to or from your account in time in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money available in your account to make the transaction.
- If the transaction would go over the credit limit on your overdraft line or line of credit account (if any).
- If circumstances beyond our control (such as fire, flood or a mechanical or electrical failure) prevent the transfer despite reasonable precautions that we have taken.
- If a machine or system was not working properly and you know about the breakdown when the transaction was started or before the transaction was scheduled to occur.
- If the automated teller machine where you are making the transaction does not have enough cash.
- If the money in your account is subject to a funds availability hold, legal process or other encumbrance restricting transfers.

There may be other exceptions not specifically mentioned above.

### **Right to Receive Documentation of Transactions**

You can get a receipt at ATMs and point-of-sale machines for any withdrawals, deposits, transfers, payments, balance inquiries or point-of-sale purchases. However, you may have the option at an ATM to elect to not receive a receipt and a Merchant is not required to provide a receipt on any POS transaction equal to or less than \$15.00.

If you have arranged to have a direct deposit made to your account at least once every 60 days from the same person or company, you can call us to find out whether or not the deposit has been made. The number to call is printed on your periodic account statement.

If you have contracted for any of the services described earlier in the disclosure, you will get a monthly statement for each account if there is an electronic banking transaction to or from that account in that month. If there is no transaction, you will get a statement at least quarterly.

### **In Case of Errors or Questions About Your Electronic Transactions**

If you think there is an error on your statement or receipt, or if you have a question about your electronic transactions, telephone or write to us at the telephone number or address of the Bank that is printed on your periodic account activity statement.

Call or write us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you (20 Business Days for transfers to or from an account within 30 days after the first deposit to the account was made) and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions (90 days for point-of-sale transactions, transactions initiated outside the United States or transfers to or from an account within 30 days after the first deposit to the account was made). If we decide to do this, we will re-credit your account within 10 Business Days (20 Business Days for transfers to or from an account within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not re-credit your account.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. All addresses and telephone numbers referenced in this Agreement are below.

Electronic Banking Services Disclosure and Agreement

## VIII. IMPORTANT CONTACT INFORMATION

### Telephone Banking – Lost or Stolen Cards; Account Numbers; PINs/Other Access Devices; or Unauthorized Transfers

BNY Mellon, N.A.  
EFT Investigations Area  
P.O. Box 3147  
Pittsburgh, PA 15230-3147  
1 800 830-0549

### Online Bill Paying through BNY Mellon Wealth Online – Stop Payments (Written Requests)

Wealth Online Support Team  
500 Ross Street  
Suite 655  
Pittsburgh, PA 15262  
Phone: 1 800 880-5631  
Fax: 732-667-6406

### Online Banking with Quicken®/Online Bill Paying with Quicken®/Online Banking – Account Numbers; Mobile BNY Mellon Wealth Online; PINs/Other Access Devices; or Unauthorized Transfers

Wealth Online Support Team  
500 Ross Street  
Suite 655  
Pittsburgh, PA 15262  
Phone: 1 800 880-5631  
Fax: 732-667-6406

## ATTACHMENT A DIGITAL WALLET AUTHORIZATION TERMS OF USE

### Authorization and Acceptance

You agree that the terms and conditions in Attachment A apply when you choose to add an eligible BNY Mellon Check Card to a third party mobile payment system (each a “Digital Wallet”) and use an eligible BNY Mellon Check Card with the Digital Wallet. This Attachment A is incorporated into, made a part of, and supplements the Agreement. Please read these terms of use carefully before adding your BNY Mellon Check Card to a Digital Wallet. By adding your BNY Mellon Check Card to a Digital Wallet you agree to be bound by the terms of this Attachment and agree to these Terms of Use. If you do not agree to this Attachment or these Terms of Use, you should not add your BNY Mellon Check Card to a Digital Wallet. The continued inclusion of your BNY Mellon Check Card in a Digital Wallet is conditioned on your compliance with this Attachment and agreement with these Terms of Use and failure to comply may result in termination of your eligibility to include and use the BNY Mellon Check Card in a Digital Wallet. We reserve the right, subject to applicable law, to change this Attachment, and these Terms of Use, in whole or in part, at any time.

### Using a Digital Wallet

A Digital Wallet enables you to use your BNY Mellon Check Card and an eligible Mobile Device, as determined by the Digital Wallet provider, to make purchases of goods and services. When you enroll your BNY Mellon Check Card with the Digital Wallet, your BNY Mellon Check Card information is converted to a device-only account number and stored on your Mobile Device. The device-only account number may be used to pay for goods and services at participating merchants that accept the Digital Wallet. By enrolling your BNY Mellon Check Card with the Digital Wallet and following instructions provided by the provider of the Digital Wallet, you are authorizing payment from your BNY Mellon Check Card for the purchase of goods or services. The Digital Wallet may not be accepted at all places where your BNY Mellon Check Card is accepted. Any applicable interest, fees and other charges that apply to your BNY Mellon Check Card or the underlying account will also apply when you use your BNY Mellon Check Card within the Digital Wallet to make purchases.

### Existing BNY Mellon Agreements

The terms and conditions of any agreement with BNY Mellon governing the issuance and use of your BNY Mellon Check Card and any underlying account, including this Agreement, are still valid and not affected by you adding the BNY Mellon Check Card to a Digital Wallet. For the avoidance of doubt, any transaction you make with a BNY Mellon Check Card through a Digital Wallet will be governed by the same terms and conditions as if you had used the BNY Mellon Check Card in person.

### BNY Mellon is not responsible for the Digital Wallet

BNY Mellon does not own or operate the Digital Wallet and is not responsible for any information or services provided by the owner or developer of the Digital Wallet, your wireless service provider, your Mobile Device company, or any other third parties associated with the Digital Wallet. We are not responsible for the performance or failure of the Digital Wallet or of any transaction made using the Digital Wallet. We are only responsible for providing information to the provider of the Digital Wallet, at your request, in order to allow you to add and use your BNY Mellon Check Card within the Digital Wallet.

## Electronic Banking Services Disclosure and Agreement

### **Eligibility**

BNY Mellon may choose, in its sole discretion, which BNY Mellon Check Cards are eligible to be added to a Digital Wallet. If eligible, the BNY Mellon Check Card and underlying account must be in good standing to be added to a Digital Wallet. BNY Mellon may, at any time and in its sole discretion, revoke the eligibility of any BNY Mellon Check Card from being included in a Digital Wallet. If required by law, we will provide you notice of same. You agree that BNY Mellon shall not be liable to you or any third party for any such termination or evocation of eligibility of any BNY Mellon Check Card to be added to and used in a Digital Wallet.

### **Security; Lost or Stolen Mobile Device**

You are solely responsible for maintaining the security and confidentiality of the authentication methods (passwords, PINS, or other security mechanisms) used to access your Digital Wallet and Mobile Device. If you share these credentials with others they may be able to access your Digital Wallet and make purchases for which you will be responsible. If your eligible Mobile Device is lost or stolen, your Digital Wallet authentication method) is compromised, or if your BNY Mellon Check Card has been used without your permission, you must notify us immediately. If you fail to notify us immediately, you may be liable for part or all of the losses in connection with any unauthorized use of your BNY Mellon Check Card.

### **Indemnification**

You agree to defend and hold BNY Mellon, and its affiliates, employees, directors, officers, agents and representatives (collectively "Indemnified Parties"), harmless from and against any and all losses, liabilities, damages, claims, allegations, civil actions, regulatory actions, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, and interest charges) that arise out of or are related to (i) your breach of this Agreement; (ii) a breach of any applicable law by you, a Digital Wallet provider, or any third party associated with a Digital Wallet provider; (iii) negligence or willful misconduct by you, a Digital Wallet provider, or any third party associated with a Digital Wallet provider; and/or (iv) a breach by you, a Digital Wallet provider, or any third party associated with a Digital Wallet provider of any terms of use or other agreement pertaining to use of a Digital Wallet.

### **Fees and Charges**

BNY Mellon does not currently impose a fee and/or charge for adding and using your BNY Mellon Check Card within a Digital Wallet. However, the provider of the Digital Wallet and/or your wireless service provider may impose certain charges or other fees for use of the Digital Wallet and/or data usage. You are solely responsible for any such charges or fees.

### **Third Party Agreements**

You understand that your use of a Digital Wallet will be subject to the terms, conditions, agreements and policies of the Digital Wallet Provider, your wireless service provider, your Mobile Device provider, and other third parties.

### **Electronic Communication**

You consent to receive electronic communications, disclosures, and notices from us in connection with your BNY Mellon Check Card and its use within a Digital Wallet. You agree that we may contact you by email or postal mail at any address you provided to us in connection with your BNY Mellon Check Card or underlying account. You agree to update your contact information when it changes.

### **Privacy**

To the extent that you submit any personally identifiable information to any other third party in connection with your use of a Card or an electronic banking service, such third party's collection, use and disclosure of such information will be governed by its own privacy policy and not our privacy policy, and we are not responsible for the information practices of any third parties. By utilizing any electronic banking services that may include the submission of information to third parties, you authorize us to share your information with the provider of such services, including payment networks and any other third parties in order to process your transactions and provide the services you request. Please refer to the document titled "What Does BNY Mellon Wealth Management Do with Your Personal Information" for more information about how your personal information is used.

### **Risk of Loss**

In the event of a system failure or interruption of the Digital Wallet, your wireless provider or other third party service, your data may be lost or destroyed. You assume the responsibility to verify the accuracy and completeness of any transaction affected by the system failure or interruptions through means other than the Digital Wallet. We will not be liable for failure to provide access to or for interruptions in access to the Digital Wallet due to a system failure or due to other acts or circumstances beyond our control and you hereby expressly assume such risks. BNY Mellon is not responsible for any delay, error, problem, damages or other loss you may suffer due to malfunction or misapplication of your Mobile Device, your wireless service provider or other third party services that result in lack of access to the Digital Wallet and you hereby expressly assume such risk.

### **Limitation of BNY Mellon's Liability and No Warranties**

IN NO EVENT SHALL BNY MELLON BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU PROVIDED ARISING FROM OR RELATED TO YOUR USE OF A DIGITAL WALLET; THE EQUIPMENT AND/OR THE INSTALLATION OR MAINTENANCE THEREOF TO ACCESS THE DIGITAL WALLET; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; INCOMPATIBILITY

## Electronic Banking Services Disclosure and Agreement

OF HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTERNET SERVICE PROVIDERS AND WIRELESS CARRIERS; PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES PROBLEMS WITH DATA TRANSMISSION FACILITIES; OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. BNY MELLON IS NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS AND OBLIGATIONS HEREIN. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE DIGITAL WALLET IS AT YOUR SOLE RISK AND THAT THE DIGITAL WALLET AND ALL INFORMATION, SERVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE PROVIDER OF THE DIGITAL WALLET'S WEBSITE IS PROVIDED ON AN "AS IS" BASIS AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE DIGITAL WALLET WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE DIGITAL WALLET AND ALL INFORMATION, SERVICES AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE PROVIDER OF THE DIGITAL WALLET'S WEBSITE. APPLICABLE LAW MAY NOT ALLOW FOR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES OR CERTAIN IMPLIED WARRANTIES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

### **ATTACHMENT B** **Online Banking and Online Bill-Paying with Quicken® Agreement**

You agree that the terms and conditions in Attachment B govern your use of Online Banking with Quicken® and Online Bill Paying with Quicken®. This Attachment B is incorporated into, made a part of and supplements the Agreement. You continue to agree to be bound by the Agreement. Further you agree to the terms of (a) all related banking agreements, and (b) all related disclosures, including but not limited to the "What Does BNY Mellon Wealth Management Do with Your Personal Information" and the Online Privacy. You may access your Accounts through Online Banking with Quicken®.

#### **Computer Requirements and Software (Online Banking with Quicken® only)**

You are responsible for the installation, maintenance and operation of your PC and software. We are not responsible for any errors or failures from any malfunction of your PC or software and we are not responsible for any computer virus or related problems that may be associated with your use of Online Banking with Quicken® or Online Bill Paying with Quicken® or the software. WE DISCLAIM ALL WARRANTIES REGARDING YOUR COMPUTER AND SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Online Banking with Quicken® and Online Bill Paying with Quicken® only include certain functions. Your software may include other functions and we are not responsible for them. Intuit Inc., the maker of Quicken® software will from time to time retire, discontinue support for, otherwise "sunset" older versions of the Quicken® software which result in your losing your ability to retrieve your bank account information using that software version. We are not responsible for the decisions made by Intuit Inc. regarding such actions and we therefore reserve the right to discontinue supporting software types or versions at any time.

#### **Online Banking with Quicken® Transactions**

Through Online Banking with Quicken®, you may use your Quicken® User ID and corresponding password to transfer funds between your Accounts, in the amounts and on the Business Days you request. Transfers to and from retirement accounts are not permitted. Transfer requests made by 5:00 p.m. on a Business Day will be posted on that same Business Day. Transfer requests made after 5:00 p.m. on a Business Day or on a day that is not a Business Day will be posted on the next Business Day. No single transfer can exceed \$99,999.99 on a Business Day.

#### **Online Bill Paying with Quicken® Transactions**

Through Online Bill Paying with Quicken®, you may use your Quicken® User ID and corresponding password to make payments from your Accounts to any person or business in the United States, schedule future payments, establish recurring payments and review, change and cancel payments. As an exception, tax and court-ordered payments are not permitted. You must use your PC and software to authorize a payment through Online Bill Paying with Quicken®. If you have more than one checking account linked to Online Banking with Quicken®, your software will prompt you to designate the Account from which we are to make the payment. After we receive your payment instruction, the payment will be made either by transferring funds electronically to an electronic payee or by preparing a check from your Account and mailing the check to the payee. Instructions to make a payment to any type of payee should be received by us at least five Business Days before the Business Day on which the payment is due to the payee.

In order for a payment instruction to be considered received by us on a specified date, it must be received before 11:59 p.m. on a Business Day. Payment instructions received after 11:59 p.m. on a Business Day or on a day that is not a Business Day will be considered received on the next Business Day. You authorize us to debit the Account on the date the payment is sent to an electronic payee. You authorize the payment of checks issued to check payees and drawn on an Account on the Business Day they are presented to us for payment, or at an earlier time if we receive notification that such items have been deposited at another financial institution. We may pay such items in any order that we decide. You may only transmit payments to payees with United States addresses, U. S. Foreign Territories, or overseas U. S. Military Establishments.

## Electronic Banking Services Disclosure and Agreement

You may use Online Bill Paying with Quicken® to authorize Automatic Recurring and non-recurring payments with fixed or variable payment amounts. An Automatic Recurring Payment will be sent on the preceding Business Day if the regular payment date falls on a day other than a Business Day. You may use Online Bill Paying with Quicken® to cancel payments if the payment has not already been processed. To cancel a payment, your request must be transmitted to us through Online Bill Payment with Quicken® at least five Business Days before the Business Day on which the payment is due to the payee.

### **ATTACHMENT C** **Mobile BNY Mellon Wealth Management Online Banking Solutions**

You agree that the terms and conditions in Attachment C govern your use of the Mobile BNY Mellon Wealth Online services. This Attachment C is incorporated into, made a part of and supplements the Agreement. You continue to agree to be bound by the Agreement. Further you agree to the terms of (a) all related banking agreements, and (b) all related disclosures, including but not limited to the “What Does BNY Mellon Wealth Management Do with Your Personal Information” and the Online Privacy. This service is provided to you by the Bank and powered by a Third Party (the “Licensor”) mobile technology solution. Section A of this Attachment C is an agreement between you and the Licensor. The Bank offers a number of ways for you to access your Account information and key transactions using a supported Mobile Device.

Mobile BNY Mellon Wealth Online can be accessed in three different ways:

1. Mobile Downloadable Application: This is an application that you must download onto your supported Mobile Device from (i) a link on the Mobile Optimized Website, or (ii) from the applicable application store (“Mobile Application”). The Mobile Application is provided by a third party service provider and once downloaded onto your supported Mobile Device and running will allow you to directly access your Accounts through your supported Mobile Device. The Mobile Application, currently, will permit you to view account balances, pay bills to pre-established payees/merchants and make certain internal transfers.
2. Mobile Optimized Website: Allows you to access your Accounts using your supported Mobile Device, mobile web browser and Internet connection. The Mobile Optimized Website will permit you to view account balances, pay bills to pre-established payees/merchants and make certain internal transfers.
3. Mobile SMS Text Message Banking: Allows you to access basic banking account information and transactions by sending short message service (SMS) text messages from your supported Mobile Device to the Bank at 79680. You will receive a return SMS text message from the Bank with further directions or information. For a more detailed description of the services offered through Mobile SMS Text Message Banking and the commands, please see the Frequently Asked Questions section within the Private Banking section of BNY Mellon Wealth Online.

### **Account Alerts**

Allows you to request that you be alerted when certain occurrences happen on your consumer accounts (e.g. your account is over-drawn). You can select which alerts you wish to receive through BNY Mellon Wealth Online only. You have the option to have these alerts sent to you by e-mail or SMS text messaging. If you chose to receive these alerts by SMS text messaging and elect a number of alert options, you may receive up to 90 SMS text messages a day. One text message permitted per query. You can stop the receipt of alerts by SMS text messaging by sending STOP to 322654 or through BNY Mellon Wealth Online.

### **Requirements for Use**

To access any of the Mobile BNY Mellon Wealth Online services (including Remote Check Deposit Service) you must first have access to BNY Mellon Wealth Online. The Username and Password used for BNY Mellon Wealth Online will be the same Username and Password you use to access Mobile BNY Mellon Wealth Online (please note that once your Mobile Device is registered you will not need to log in each time to affect SMS text message banking transactions, but you will need to log in each time for each of the other Mobile BNY Mellon Wealth Online services). To use the Mobile SMS Text Message Banking Solution, you must register your Mobile Device using the Mobile Banking Center within the Banking Tab of BNY Mellon Wealth Online from your personal computer and not from your Mobile Device prior to obtaining access to Mobile BNY Mellon Wealth Online. To utilize the Mobile Application and Mobile Optimized Website, you must register your device via instructions provided through the Mobile Application or Mobile Optimized Website. Mobile BNY Mellon Wealth Management Online services are limited to those banking accounts that are accessible by you using BNY Mellon Wealth Online.

To use the Mobile SMS Text Message Banking Solution or to receive SMS text message alerts you must have a supported Mobile Device and network connectivity. To utilize the Mobile Application and Mobile Optimized Website you must additionally have access to a supported wireless communication provider via your Mobile Device. It is your sole responsibility to select which Mobile Device you purchase or lease and which wireless communication provider supports your Mobile Device and any and all issues concerning the operation, performance and costs associated with your Mobile Device and the network that it operates on are between you and your wireless communication provider.

## Electronic Banking Services Disclosure and Agreement

### Terms and Conditions

1. Message and Data Rates May Apply
2. You represent that you are the owner, or authorized user of the wireless device you use to subscribe to Mobile SMS Text Message Banking or SMS text messaging alerts, and that you are authorized to approve the applicable charges.
3. Data obtained from you in connection with Mobile SMS Text Message Banking or SMS text messaging alerts may include your mobile phone number, your carrier's name, and the date, time and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
4. The Mobile SMS Text Message Banking and SMS text messaging alerts -- as well as the content and materials received through the service -- are proprietary to us and our licensors, and are for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the service or its functionality.
5. The Mobile SMS Text Messaging Banking and SMS text messaging alerts are available only in the United States.
6. You are solely responsible for the content transmitted through text messages you send to the Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.). Text messages sent by you may not be immediately received by the Bank. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your Mobile Device. The wireless carriers are not liable for delayed or undelivered SMS messages. The Bank will not reply or take any other action in connection with a text message sent by you until the Bank actually receives the message and has a reasonable opportunity to reply or take other action. The Bank will consider text messages sent by you to be the equivalent of oral or telephone messages (and not written notices) for purposes of any provision in your Account agreements requiring or permitting certain notices to be given or confirmed to the Bank by you in writing.
7. Text the word HELP to 322654 to get additional information about SMS text messaging alerts. We do not charge for help or info messages; however, your normal carrier rates apply.

### Remote Check Deposit Service

To use Remote Check Deposit Service you must download the Mobile Application for an Apple® iPhone®. (Apple and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries.) or the Mobile Application for Android™ (Android is a trademark of Google Inc.).

Remote Check Deposit Service enables you to submit, for deposit to your account(s), electronic check images and associated documentation and information in lieu of depositing the original check from which such images are obtained. You agree you will not use Remote Check Deposit Service for any check without valid MICR data printed on the original check with magnetic ink character recognition.

You shall submit electronic check images and data to us in such format, and with such associated check information, as we may require from time to time. You must endorse the back of each check in the appropriate space before you submit the check for deposit via the Remote Check Deposit Service. You are solely responsible for selecting the appropriate account to receive credit, entering all amounts and any other required information correctly, checking such amounts and other information for accuracy, and inspecting all images and data prior to transmitting to the Bank to ensure electronic image and data quality. Electronic check images and data will be deemed to have been accepted by the Bank on the date that our systems receive the electronic check images and data and you have been sent an email approving the deposit. The Bank reserves the right to reject any electronic check image for any reason, before and/or after approval.

Electronic check images for deposit received by the Bank by 4:00 p.m. on a Business Day shall be processed if approved as of the same Business Day. Electronic check images for deposit received by the Bank on other than a Business Day or after 4:00 p.m. on a Business Day shall be processed, if approved on the next Business Day. For purposes of the Bank's Funds Availability Policy (as in effect from time to time), the day of deposit for an approved electronic check image is the Business Day as of which we process the approved electronic check image.

You may deposit an unlimited number of checks each Business Day until the total dollar amount of checks deposited exceeds \$100,000 on a Business Day and/or the total dollar amount of checks deposited in any five consecutive Business Days exceeds \$250,000. By using Remote Deposit Capture, you represent and warrant the following:

- The image and data contain an accurate representation of all information on the front and back of the original check at the time such check was transformed into an electronic check image and all endorsements that were collected on the original check up until the time the original check was converted into an electronic check image;

## Electronic Banking Services Disclosure and Agreement

- Once you have transmitted an electronic check image for deposit to the Bank, neither the original paper check nor any physical copy of the original check will be presented for payment against the maker of the check and no person or institution shall be asked to make payment on such check; and
- Additionally, you make any and all additional warranties that the Bank must make under applicable law and regulation in order to process the electronic check image for collection.
- You will retain the original check until the payment of the check is final.

### **MOBILE CARD CONTROLS AND ALERTS TERMS OF USE**

You agree these Mobile Card Controls Terms of Use apply when you choose to activate and use the Controls and/or Alerts (as each are defined below) in connection with an eligible BNY Mellon Check Card. If you do not agree to this Agreement, you should not enable or use Controls and/or Alerts.

#### **Terms for BNY Mellon Mobile Card Controls and Alerts**

“Mobile Card Controls and Alerts” is a service that allows you to control the use of your BNY Mellon Check Card from your Mobile Device. You can activate or deactivate your BNY Mellon Check Card, or restrict usage to specific merchant types, transaction types, geographic regions and dollar amount thresholds (this functionality is collectively referred to as “Controls”). You can also sign up to receive text message notifications whenever certain activity occurs on your BNY Mellon Check Card, including charges by certain merchant types, transaction types, international purchases and/or charges over a threshold amount (this functionality is collectively referred to as “Alerts”). You may also un-enroll and/or remove a BNY Mellon Check Card from Mobile Card Controls and Alerts.

#### **Terms Specific to Mobile Card Controls and Alerts**

You understand and agree that: 1) Alerts may not be sent on a “real time” basis, but may rather be sent at the next scheduled delivery time after the specified transaction event occurs; 2) We reserve the right to change the frequency or timing of Alerts, at any time and from time to time; 3) Alerts are not intended to replace your account statements or any other communications we may provide to you regarding your account; 4) You will safeguard your device and not hold us responsible if a third party views or hears any Alert we initiate; 5) Alerts are provided as a convenience for you and we have no obligation to initiate any particular Alert, even if you have expressly requested one; 6) We have no responsibility to you for not sending an Alert you have requested or for sending an Alert you requested in an untimely manner; 7) Your mobile carrier’s message and/or data rates may apply to our Alerts; 8) You will not receive our Alerts if your device/telephone is turned off, the mobile application is deleted from your device, or your device is otherwise incapable of receiving Alerts; and 9) We are not responsible for any failures on the part of your telecommunications or internet provider to properly enable your receipt of Alerts. Alerts may be sent at any time. Account information sent to you through Alerts may not reflect transactions that we have not fully processed or posted. Alerts may be delayed due to systems or service outages, technology failures or system capacity limitations.

You understand and agree that: 1) Controls do not eliminate your responsibility for any transaction that you, or someone that you have provided your BNY Mellon Check Card information to, authorize; 2) Controls are not intended to replace your account statements or any other communications we may provide to you regarding your account; and 3) Pre-authorized recurring transactions: If the BNY Mellon Check Card is turned off all recurring transactions will be approved and processed unless the auto pay control is also disabled. These controls function independently.

#### **Additional Terms**

In connection with Mobile Card Controls and Alerts, please note the following: 1) We make no promise to you that enrollment in Mobile Card Controls and/or Alerts will reduce the chance of fraud or misuse of your account; 2) Mobile Card Controls and Alerts are subject to any limits that we may periodically set, including limits on the number of Alerts we may send, types of Controls you may enable, or limits upon cardholders who may enroll as well as limits on Mobile Card Controls and Alerts functionality; 3) BNY Mellon does not control merchant type or transaction type categories, which are defined by the payment processing network; and 4) BNY Mellon shall not be liable to you or any third party for any termination or revocation of eligibility of any Card to Mobile Card Controls and Alerts. Our Controls and Alerts are largely based on transaction information passed to us by payment networks and merchants and we generally do not verify the accuracy of this information. If such information is inaccurate, not consistent with any aspect of the transaction or not received by us in a timely manner, it may cause us to improperly send or not send an Alert or apply or not apply a Control. We have no responsibility to you when we send or do not send an Alert or apply or do not apply a Control based on our reliance on transaction information provided to us (or provided to us late) by a merchant or card network.

#### **Limitation of BNY Mellon’s Liability and No Warranties**

IN NO EVENT SHALL BNY MELLON BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU PROVIDED ARISING FROM OR RELATED TO YOUR USE OF MOBILE CARD CONTROLS AND ALERTS; THE EQUIPMENT AND/OR THE INSTALLATION OR MAINTENANCE THEREOF TO ACCESS MOBILE CARD CONTROLS AND ALERTS; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; INCOMPATIBILITY OF HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH



## Electronic Banking Services Disclosure and Agreement

INTERNET SERVICE PROVIDERS AND WIRELESS CARRIERS; PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES PROBLEMS WITH DATA TRANSMISSION FACILITIES; OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. BNY MELLON IS NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS AND OBLIGATIONS HEREIN. YOU UNDERSTAND AND AGREE THAT YOUR USE OF MOBILE CARD CONTROLS AND/OR ALERTS ARE AT YOUR SOLE RISK AND THAT MOBILE CARD CONTROLS AND ALERTS ARE PROVIDED ON AN "AS IS" BASIS AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT MOBILE CARD CONTROLS AND/OR ALERTS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO MOBILE CARD CONTROLS AND/OR ALERTS. APPLICABLE LAW MAY NOT ALLOW FOR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES OR CERTAIN IMPLIED WARRANTIES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

### **Digital Receipts Service Terms of Use**

You agree these Digital Receipts Terms of Use apply when you chose to use the Digital Receipts Service. If you do not agree to these Terms of Use you should not use the Digital Receipts Service. We reserve the right, subject to applicable law, to change these Terms of Use, in whole or in part, at any time. The terms and conditions of any agreement with BNY Mellon governing your use of the BNY Mellon Private Banking Mobile App and any underlying account(s), are still valid and not affected by your use of the Digital Receipts Service.

Digital Receipts Service. BNY Mellon's Digital Receipts service (the "Digital Receipts Service") allows you to view, store and organize receipts you receive from merchants when you purchase goods or services. There are two ways to add receipts to the Digital Receipts Service: (i) manually by taking a photo of the unaltered, original paper receipt on your Mobile Device via the Digital Receipt Service; or (ii) you can choose to create a unique email address for the Digital Receipts Service and request merchants that offer electronic receipts to send your receipt to that email address. Receipts uploaded manually will be viewable as static photos and, for receipts from some merchants, in an enhanced interactive format. Electronic receipts will be viewable in the original format and, for receipts from some merchants, in an enhanced interactive format. Receipts added to the Digital Receipts Service are available to view in the Digital Receipts Service for three years, and available in archived format for four additional years.

### **Access to Camera**

The Digital Receipts Service allows you to view, store and organize receipts you receive from merchants when you purchase goods or services. If you use it, the Digital Receipts Service will access the camera functionality on your Mobile Device for this purpose. You therefore understand, agree and consent to the Digital Receipts Service accessing the camera functionality on your Mobile Device for this purpose.

### **Keep original receipts**

You must ensure that you keep all original receipts, whether you received it from the merchant in paper or electronic format. BNY Mellon is not responsible should a merchant not accept as proof of purchase any receipt stored in the Digital Receipts Service. In addition to keeping original receipts, you should regularly export your receipts by clicking the "Export" option in the Digital Receipts Service. You can then save such receipts at whatever destination you choose. Be sure to export your receipts prior to deleting the BNY Mellon Private Banking Mobile App from your Mobile Device to ensure you keep adequate copies and records. BNY Mellon is not responsible for any delay, error, problem, damages or other loss you may suffer due to malfunction or misapplication of your Mobile Device or the BNY Mellon Private Banking Mobile App that results in loss or lack of access to your receipts and you hereby expressly assume such risk.

### **Consent to collection, use and disclosure of information**

If you choose to use the Digital Receipts Service you consent to the collection, use and disclosure of your personal information by BNY Mellon, including information contained in the receipts, for the purposes of providing you with the Digital Receipts Service. We use a third-party service provider in relation to the Digital Receipts Service and such third-party service provider will also have access to the data in order to perform services on our behalf. Receipts that contain personal identifiers or other sensitive information (such as such as passport, driver's license or SSN numbers, date of birth, health or financial information) must NOT be uploaded to the Digital Receipts Service. For information regarding BNY Mellon's use of personally identifiable information collected in connection with the Digital Receipts Services, please refer to the document titled "What Does BNY Mellon Wealth Management Do with Your Personal Information."

### **Limitation of BNY Mellon's Liability and No Warranties**

IN NO EVENT SHALL BNY MELLON BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU PROVIDED ARISING FROM OR RELATED TO YOUR USE OF THE DIGITAL RECEIPTS SERVICE; THE EQUIPMENT AND/OR THE INSTALLATION OR MAINTENANCE THEREOF TO ACCESS THE DIGITAL RECEIPTS SERVICE; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; INCOMPATIBILITY OF HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTER-

## Electronic Banking Services Disclosure and Agreement

NET SERVICE PROVIDERS AND WIRELESS CARRIERS; PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES; PROBLEMS WITH DATA TRANSMISSION FACILITIES; OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. BNY MELLON IS NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS AND OBLIGATIONS HEREIN. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE DIGITAL RECEIPTS SERVICE IS AT YOUR SOLE RISK AND THAT THE DIGITAL RECEIPTS SERVICE IS PROVIDED ON AN “AS IS” BASIS AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE DIGITAL RECEIPTS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE DIGITAL RECEIPTS. APPLICABLE LAW MAY NOT ALLOW FOR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES OR CERTAIN IMPLIED WARRANTIES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

### **SECTION A – AGREEMENT TERMS FOR THE MOBILE APPLICATION (IN THIS SECTION A, THE WORD “MOBILE APPLICATION AGREEMENT” REFERS ONLY TO THIS SECTION A – AGREEMENT TERMS FOR THE MOBILE APPLICATION.)**

#### **Ownership**

You acknowledge and agree that a third party provider or licensor to your financial services provider (“Licensor”) is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the “Software”).

#### **License**

Subject to the terms and conditions of this Mobile Application Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Mobile Application Agreement. All rights not expressly granted to you by this Mobile Application Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Mobile Application Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

#### **Restrictions**

You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

#### **Disclaimer Warranty**

THE SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

#### **Limitations of Warranty**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

#### **U.S. Government Restricted Rights**

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Mobile Agreement.

Electronic Banking Services Disclosure and Agreement

**Miscellaneous**

This Mobile Application Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Mobile Application Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Mobile Application Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Mobile Application Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Mobile Application Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

**Content and Services**

Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

## Agreement for BNY Mellon Investment Management Accounts

### **Special Notice to Clients Whose Assets are Held by Custodians Other than BNY Mellon**

The information about your portfolio holdings displayed on Wealth Online reflects information obtained from our portfolio management system and may not have been reconciled with the information contained in the official records concerning your account which are maintained by your third party custodian. Therefore the information displayed about your portfolio holdings on Wealth Online may not be accurate and should not be relied upon for any purpose. If you need accurate information concerning your portfolio holdings, please contact your third party custodian.

BNY Mellon accepts no responsibility for any information contained in any site accessed via a hypertext link from Wealth Online site. No other person/company may link their site into Wealth Online without the express written permission of BNY Mellon. The content, accuracy and opinions expressed in such sites are not checked, analyzed, monitored or endorsed by us. Access to any third party site is at your own risk. You agree that BNY Mellon has no responsibility or liability for third party sites and that BNY Mellon shall not be liable in any way for any damage or loss caused in relation to the content, goods, products, or services available through such third-party sites.

### **Important Notice Regarding Secure Messaging**

If you wish us to purchase or sell any securities or transfer any funds to or from any of your accounts, DO NOT send us such requests or instructions by e-mail.

Secure messaging will allow you to send a secure e-mail message to a BNY Mellon employee. However, secure messaging (or any other type of e-mail) is subject to mechanical and computer system failures and delays and therefore should not be used to send us time-sensitive information. When timely action in response to your message is desired, please telephone a member of your wealth management team.

BNY Mellon will not be responsible for any direct, indirect, special, incidental or consequential damages attributable in any way to your use of secure messaging or e-mails, including any damages caused by any failure or delay with respect to the receipt or response to any information sent to us via secure messaging.

### **Product Availability**

The information contained on Wealth Online does not constitute a distribution, an offer to sell or the solicitation of an offer to buy. Certain products that may be detailed on Wealth Online may only be available to persons in certain named countries. If you are accessing Wealth Online outside the United States, your local or United States legislation may not permit us to offer products for you in your own country. Please check with your portfolio manager as to whether such products are available in the country in which you are a resident.

### **Taxation**

Except where stated otherwise, the contents of Wealth Online are based on BNY Mellon's interpretation of United States taxation law and practice as of the date such material was prepared. We can give no guarantee that tax benefits and/or the tax treatment of funds will remain the same in the future. The value of any tax benefits will depend on individual financial circumstances and the country of residence.

### **Authorized Use**

Any person is hereby authorized to view and copy the information available from this Mobile App for personal or educational purposes only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear, on the pages copied. The information and materials may not otherwise be reproduced, displayed, downloaded, licensed, modified, reposted, retransmitted, disseminated, sold, distributed, published, broadcast, circulated, used to create a derivative work or otherwise used for public or commercial purposes, without the express written consent of BNY Mellon and the relevant information providers. You also agree not to use the information for any unlawful purpose. You agree to comply with reasonable written requests by BNY Mellon to protect the information providers' and BNY Mellon's respective rights to the information.

## Agreement for Cash Management Access Accounts (CMAA)

The Cash Management Access Account (CMAA) consists of two components: 1) a brokerage account offered by BNY Mellon Securities Corporation (“BNYMSC” (formerly known as MBSC Securities Corporation), a registered broker dealer and member of FINRA and SIPC and carried by Pershing LLC (“Pershing”); and 2) a zero-balance non-interest bearing checking account offered by BNYMSC, National Association (“BNY Mellon, N.A.”), member FDIC. The Cash Management Access Account IRA is a brokerage account offered by BNY Mellon and carried by Pershing. BNYMSC and BNY Mellon, N.A. are subsidiaries of The Bank of New York Mellon Corporation. Brokerage services are provided by BNYMSC.

**Assets invested in the brokerage account, including mutual funds: Not FDIC insured. Not Bank Guaranteed. May Lose Value.**

### Online Access Agreement

By using this web site, you acknowledge that you have reviewed this Agreement and agree to its terms and conditions. You agree that by accessing your Cash Management Access Account through the BNY Mellon Wealth Online, including the online trading and customer account services of your Cash Management Access Account provided by BNYMSC (the “Online Services”), you are doing so strictly in accordance with the terms and conditions of the Cash Management Access Account agreement and related disclosure, as may be amended from time to time. You also agree to be bound by any rules, procedures and conditions established by BNYMSC concerning the use of the Online Services provided by BNYMSC. You acknowledge that BNYMSC may modify or discontinue the Online Services offered without prior notice to you. In addition, BNYMSC reserves the right to terminate your access to the Online Services or any portion thereof, in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to, the unauthorized use of your access numbers, passwords and/or account numbers.

### Access and Security

You agree that you are responsible for the confidentiality and use of your Login ID and password. You agree to be responsible for all orders entered through the Online Service via the use of your User ID and password. You agree to promptly notify BNYMSC if you: (i) become aware of the theft or unauthorized use of your Login ID and password; (ii) fail to receive confirmation of an order placed through the Online Services; or (iii) receive confirmation of an order that you did not place or other inaccurate report of activities in your account(s).

### Risks of Online Trading

Your access to the Online Services, or any portion thereof, may be restricted or unavailable during periods of peak demand, extreme market volatility, systems upgrades or other reasons. In the event that your access to the Online Services, or any portion thereof, is restricted or unavailable, you agree to use other means to place your orders or access information, such as calling a BNYMSC representative. By placing a trade through the Online Services, you acknowledge that your order may not be reviewed by a registered representative prior to execution. You agree that BNYMSC is not liable to you for any losses, lost opportunities or increased commissions that may result from your inability to use the Online Services to place orders or access information.

### Fast and Volatile Markets

During periods of heavy trading and/or wide price fluctuations, in addition to possible delays in placing your orders or accessing information through the Online Services, you acknowledge that there may be a significant difference in the quote you receive prior to or at the time you place the order and the execution price you receive.

### Market Data

You understand and agree that: (1) The proprietary rights to all Market Data (e.g. last sales prices, bids, offers, industry classification information, performance data and related information provided to you) belong to BNYMSC, its affiliates or its third party data providers (“Data Disseminators”) (i.e., the various securities markets such as the NYSE, American Stock Exchange and NASDAQ and other entities that make, or assist in making, Market Data available to you); (2) neither BNYMSC, its affiliates nor any Data Disseminator guarantees the timeliness, sequence, accuracy or completeness of Market Data or other messages that the Data Disseminator may disseminate; (3) neither BNYMSC, any of its affiliates, nor any Data Disseminators shall have any liability to you or to any other person for any loss or damage arising from inaccuracies, errors, omissions, delays, interruptions or non-performance, whether due to any negligent act or omission of any Data Disseminator or BNYMSC or any of its affiliates, any cause beyond their reasonable control, or otherwise; (4) neither BNYMSC, its affiliates nor any Data Disseminator may be held liable for any discontinuance on the provision of Market Data or for any change in the manner of distribution for any reason; (5) Market Data is made available for your own individual use and you are prohibited from furnishing it to any other person or entity; (6) BNYMSC may terminate your access to any or all Market Data, or any Data Disseminator may terminate your authorization to receive Market Data, at any time; (7) Data Disseminators are third party beneficiaries under this agreement and are entitled to enforce this agreement by legal proceeding or otherwise against you or any person that gains access to or uses Market Data other than as this Agreement contemplates. You shall pay the reasonable attorney’s fees that any Data Disseminator may incur in so enforcing this agreement; and (8) nothing in this Agreement should be deemed as a solicitation or recommendation to buy or sell any securities or options.

### Online Communications

You agree to the following terms with respect to your use of online communications, such as e-mails, via Online Services: you will not transmit orders using online communications except through those online features designated by BNYMSC for placing orders; you will not use any online communication feature of the Online Services for purposes that may be unlawful, libelous, defamatory,

Agreement for Cash Management Access Accounts (CMAA)

obscene or threatening; you will not post, reproduce or distribute any information, software or other materials protected by copyright or other intellectual property rights without first obtaining the permission of the owner of such rights; you agree to provide BNYMSC with your e-mail address, promptly notify BNYMSC with any changes to your e-mail address and accept online communications from BNYMSC at the indicated e-mail address; and you agree to be bound by any consent or agreement you transmit through the Online Services, including but not limited to, any consent or agreement you give to receive communications from BNYMSC solely through online means. You acknowledge that when you continue to use this site, with your keystroke or other computer device, your consent or agreement will be legally binding and enforceable.

BNYMSC is a registered broker-dealer and a member of the Financial Industry Regulatory Authority (FINRA), and the Securities Investor Protection Corporation (SIPC). BNYMSC is a subsidiary of The Bank of New York Mellon Corporation. Accounts are introduced by BNYMSC to Pershing LLC, which is an affiliate of BNYMSC.

**FACTS****WHAT DOES BNY MELLON DO  
WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
-------------	--

<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number</li> <li>▪ Assets</li> <li>▪ Income</li> <li>▪ Account balances</li> <li>▪ Credit history</li> <li>▪ Transaction history</li> </ul>
--------------	--

<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BNY Mellon chooses to share; and whether you can limit this sharing.
-------------	---

Reasons we can share your personal information	Does BNY Mellon share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>To limit our sharing</b>	<p><b>Call 1-866-232-2520. Our menu will prompt you through the process.</b></p> <p>When you call, you will need to provide:</p> <ul style="list-style-type: none"> <li>• The last 4 digits of your Social Security number</li> <li>• Your zip code</li> <li>• The first 5 letters of your last name (Provide all letters if your name is less than 5 letters.)</li> </ul> <p><b>Please note: If you have previously called or submitted a written request instructing us not to share your personal information with our affiliates to market to you, your instructions continue to be on file. There is no need for you to notify us again.</b></p> <p>If you are a <i>new</i> customer, we may begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
-----------------------------	--

<b>Questions?</b>	<b>Call 1-800-830-0549, press '0' to be connected to a customer service representative.</b>
-------------------	---

**Who we are****Who is providing this notice?**

BNY Mellon is defined as each of the following: BNY Mellon, National Association; The Bank of New York Mellon; and BNY Mellon Trust of Delaware.

**What we do****How does BNY Mellon protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does BNY Mellon collect my personal information?**

We collect your personal information, for example, when you

- provide account information
- make deposits to or withdrawals from your account
- give us your contact information
- apply for a loan
- tell us about your investment or retirement portfolio

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

**What happens when I limit sharing for an account I hold jointly with someone else?**

Your choice will apply to everyone on your account.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include banks and companies whose names include: "The Bank of New York", "BNY", "Mellon", "Insight", or "Pershing" and other financial companies such as Lockwood Advisors, Inc., BNY Mellon Securities Corporation, Newton Investment Management (North America) Limited, and Walter Scott & Partners Limited.

Your opt-out will also apply to banks or other companies that may become our affiliates in the future.

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- BNY Mellon does not share information with nonaffiliates so they can market to you.

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- BNY Mellon doesn't jointly market.

**Other important information**

**FOR RESIDENTS OF VERMONT:** If our account records show that you live in Vermont, we will not disclose nonpublic personal information about you to our affiliates for the purpose of enabling them to market their products and services to you. There is no need for you to complete the opt-out process described herein.