

Terms of Use

These Terms of Use (“Terms”) govern your use of certain personal informational retrieval and management services (the “Services”) made available to you by your financial adviser (“Advisor”).

1. Acceptance

By using the Service, you acknowledge that you consent to receive this agreement in electronic form and that you have read and agree to be bound by these Terms. If you do not accept these Terms, you will not be entitled to use the Service. These may be updated from time to time without prior notice to you. If you continue to use the Service thereafter, your continued use of the Services constitutes acceptance of the changes and an agreement to be bound by the Terms, as amended by the update. If you do not agree to the changes, you agree to discontinue your use of the Service. You can review the most current version of these Terms at any time by selecting the “Terms of Use” link located on the Service screens.

2. Description of the Service.

The Service is an information retrieval and management service that allows users to consolidate and manage (i) their account information for accounts using Advisor Now™ services (“Advisor Now Account Information”) and/or (ii) their account information accessible via third-party account providers web sites (“Account Information from Third-Party Sites”). Yodlee, Inc. (“Yodlee”), an unaffiliated service provider of your Advisor, provides Advisor services to access users’ data from such third-party account providers’ web sites (“Third Party Sites”). With the Service, at your direction, Yodlee obtains your account information from Third Party Sites and makes it available to view along with your Advisor Now Account Information on the Advisor Now web sites and mobile device applications (“Apps”) and through a variety of web-based guidance tools that are made available to you. The Service is provided as a convenience and should not be considered a substitute or replacement for account statements or other documentation provided by the custodian of the underlying assets represented in your Advisor Now Account Information or the third-party account provider represented in Account Information from Third-Party Sites. Please consult your official account statements for information regarding your account balances, positions and transactions.

3. Third Party Information, Content, Products and Services.

The underlying data from Advisor Now Account Information and Account Information from Third-Party Sites is provided by third parties. Neither Yodlee or Advisor review the content or terms of use of any Third-Party Sites, including but not limited to, the accuracy, validity, legality, copyright compliance, or decency of the content contained on these sites. You acknowledge that neither Yodlee or Advisor pre-screen content, but that they or their designees will have the right (but not the obligation) in their sole discretion to refuse, edit, move or remove any content that may be available via the Services. Neither Advisor or Yodlee are responsible for, nor do they recommend, endorse or validate in any way, the information, products and services on or available through Third Party Sites via the Services or otherwise. Reliance on any information contained on Third-Party Sites that may be accessible to you through the Services is solely at your own risk. Your use of Third-Party Sites is governed by the terms of use posted on such Third-Party Sites, including the privacy policies of such sites, and may differ from those described on this web-site.

The information and content provided via the Services is for informational purposes only and should not be construed as an offer to sell, a solicitation to buy or a recommendation of any security or other investment.

4. Service Limitations.

Advisor and Yodlee cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other service interruptions. Advisor and Yodlee are not responsible for the timeliness, accuracy, deletion, misdelivery or failure to store any user data, communications or personalization settings. For example, when displayed through the Services, Advisor Now Account Information and Third-Party Sites are only as fresh as the time shown, which reflects when the information is obtained from such sources.

5. Right to Change.

Advisor and Yodlee reserves the right to modify, change or cease providing access to the Service or any of the content or Third-Party Sites that may be available through the Service at any time and without prior notice.

6. Cancellation.

You may cancel your enrollment in this Service at any time: (i) by deleting all of the accounts you had previously identified for inclusion in the Service; and (ii) contacting Advisor

7. Access Credentials.

You are solely responsible for maintaining the confidentiality of any username, password or other access credential necessary to access the Service. Further, you are responsible for all activities that occur in connection with such access credentials, including use of the Service, all instructions electronically transmitted, or any data or information obtained using your access credentials. Neither Advisor nor Yodlee shall be under any duty to inquire as to the authority or propriety of any instructions given to Advisor or Yodlee by you or via your access credentials and shall be entitled to act upon any such instructions, and neither Advisor nor Yodlee shall be liable for any cost, expense or other liability arising out of any such instructions. Accordingly, you should take steps to protect the confidentiality of your access credentials. As authorized user of the Service, you accept full responsibility for the monitoring of your accounts. Notify Advisor immediately if you become aware of any unauthorized activity, disclosures, loss, theft or other unauthorized use of your credentials. You agree to cooperate with Advisor in any investigation and agree to take corrective measures to protect your accounts from further fraudulent activity.

8. Provide Accurate Information.

Accurate records enable Advisor to provide the Service to you. You must provide true, accurate, current and complete information about yourself and your accounts maintained at Third-Party Sites, as requested in our registration and account setup forms, and you may not misrepresent your identity or your account information. In order for the Service to function effectively, you must also keep your registration and account information up to date and accurate.

9. Obey the Law.

You may not use the Service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others) invasive of another's privacy, abusive threatening, or obscene, or that infringes the rights of others.

10. Restrictions on Commercial Use or Resale.

Your right to use the Service is personal to you; therefore you may not resell or make any commercial use of the Service.

11. Proprietary Rights. You acknowledge and agree that all trademarks and service marks displayed on the Service screens belong to Advisor or Advisor Now or applicable affiliates. You are only permitted to use

the content as displayed on this site as expressly authorized by the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you may not reverse engineer or reverse compile any of the technology.

You are permitted to use content delivered to you through the service only on the service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the service.

12. Content You Provide and Derive Through Use of the Service.

You are licensing to Adviser and its service providers, including Yodlee and its legal affiliates any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the service. Adviser and Yodlee may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Adviser and Yodlee may use the Content for the purposes set out above. As between Adviser and Yodlee, Adviser owns your confidential account information.

You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service. You acknowledge that through the use of this service, Yodlee shall have access to your account credentials, including, but not limited to login username and passwords.

YOU ACKNOWLEDGE AND AGREE THAT WHEN YODLEE ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, YODLEE IS ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY.

You agree that Yodlee shall have the right at all times during and after the your use of the services to use, sell, license, reproduce, distribute and disclose aggregate, non-personally identifiable data compiled through use of the services and web-site.

13. Third Party Accounts.

By using the service, you authorize Yodlee to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Yodlee a limited power of attorney, and you hereby appoint Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

14. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YODLEE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

ADVISOR AND YODLEE MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YODLEE THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

15. LIMITATION OF LIABILITY.

YOU AGREE THAT NEITHER YODLEE NOR ANY OF ITS AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF YODLEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE. THE MAXIMUM AGGREGATE LIABILITY OF YODLEE TO YOU, OR ANY THIRD PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES, REGARDLESS OF THE FORM OF SUCH CLAIM, SHALL BE THE LESSER OF (i) THE ACTUAL DAMAGES SUSTAINED BY A PARTY WITH RESPECT TO SUCH CLAIM, OR (ii) THE AMOUNT PAID TO YODLEE FOR YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

16. INDEMNIFICATION.

You agree to protect and fully compensate Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to this Agreement.