

# Edward Jones Online Access Terms and Conditions

These terms and conditions (“Terms”) are between you and Edward Jones and govern your access to and use of Edward Jones Online Access (“Site”), and the services (“Services”) and information (“Information,” and collectively with Site and Services, “Online Access”) contained therein. By viewing or using Online Access, or by otherwise indicating your acceptance of the Terms, you accept and agree to be bound by these Terms. These Terms are in addition to, and do not change or modify, any other agreement between you and Edward Jones, including but not limited to your Edward Jones account agreement(s) (“Account Agreement”).

Edward Jones may change these Terms at any time by updating them on Online Access without providing further notice to you. You agree that if you view or use Online Access after these Terms are updated, your continued viewing or use indicates your binding acceptance of such change. You agree to regularly review these Terms to be aware of any changes. At the time of a change to these Terms, you have the right to reject such change by discontinuing your use of Online Access.

You acknowledge that (a) Online Access is for informational purposes only; (b) nothing on Online Access constitutes an offer to sell, or a solicitation of an offer to buy, a security; (c) you have read in its entirety, understand and agree to be bound by these Terms; (d) Online Access does not provide or constitute investment, tax or legal advice, and you will not use it as such; (e) Subject to Edward Jones’ privacy statement and privacy notice available at <https://www.edwardjones.ca/disclosures/account-protection-privacy/privacy-notice.html> (together, the “Privacy Policy”), Edward Jones and its employees, representatives, and agents can record (in any form), retain and use any communication or information transmitted between you and Edward Jones in Online Access; and (f) certain Services have additional terms and conditions located on Online Access, and your viewing or use of such Services constitutes your agreement to these additional terms and conditions.

## 1. Online Access

Online Access provides you with electronic access to Services and Information and allows you to communicate electronically with Edward Jones. You agree not to use electronic communication to transmit (a) any instructions affecting your account(s) (including orders to purchase or sell a security); or (b) personal credit information (including credit card numbers).

You are responsible for the selection, installation, maintenance and operation of any hardware or software you use to access or use Online Access. Edward Jones is not responsible for any errors, failures or malfunctions of your computer or software. Edward Jones reserves the right to change the system requirements for using Online Access.

## 2. User ID and Password

You can be provided with or create a user ID, and you will create your own unique password. You can change your user ID and password (collectively, “Login”) on the Site. Your Login is for your personal use only.

You are responsible for the confidentiality of your Login and agree not to share your Login with a third party. You are responsible for all acts or omissions occurring under your Login. You agree to notify Edward Jones immediately if you (a) believe your Login has been lost or stolen; (b) believe the confidentiality of your Login has been compromised; or (c) learn of a possible or actual unauthorized use of your Login. Edward Jones reserves the right to suspend or revoke your Login at any time without notice.

## 3. Restrictions on Use of Online Access

a) All Online Access content is the property of Edward Jones or its licensors and is protected by applicable copyright, patent, trademark or other intellectual property law. You may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate or commercially exploit any Online Access content without Edward Jones’ written consent. You also agree not to use any Online Access content for any unlawful purpose.

b) Online Access is being provided for your personal, non-commercial use and display. You may print a hard copy of Information for your personal reference, provided you agree not to remove any copyright or other notices.

c) Although Online Access includes material about the investment process generally as well as research commentary relating to specific securities, Edward Jones is not providing personal investment advice through Online Access and does not represent that any such securities are suitable for you. You agree to make your own independent evaluation of the investment merits and suitability for you of any such securities. The Information reflects the authors’ analysis as of the published date. The accuracy, completeness and timeliness of Information cannot be guaranteed and is subject to change. The price of any security listed on Online Access may differ from the current market price of that security. Further, the price for any security contained in any section of Online Access may differ from the price for that security contained in any other section of Online Access. Neither Edward Jones nor any third-party provider is under an obligation to update Information to reflect circumstances that may occur after the date first appearing on Online Access. Some asset categories may not be included on Online Access.

d) You acknowledge that Online Access does not constitute tax or legal advice.

e) The Information does not supersede or replace trade confirmations or statements mailed to you by Edward Jones. However, within Online Access you may elect to receive electronic notification when documents such as statements, trade confirmations and tax forms have been posted on Online Access. If you elect to receive such statements through Online Access, you will not receive additional paper statements from Edward Jones.

f) Transmission or use of any material in violation of these Terms, any applicable law, rule or regulation (whether in Canada, the United States or any other country) or the rights of any third party is prohibited. This includes but is not limited to material that is copyrighted; protected by trademark, trade secret or patent; defamatory, threatening, obscene, lewd or indecent; or material that results in an invasion of privacy.

g) You may not use Online Access in any manner that would negatively impact it. You may not use any means of systematic retrieval of data or other content from Online Access other than those expressly permitted. You may not obtain, or attempt to obtain, access to any material or information on Online Access through any means not expressly authorized by Edward Jones. You may not use another person’s login information to access or use Online Access.

h) You may not frame any Online Access content. You must obtain Edward Jones’ consent before creating a hyperlink or similar connection to Online Access.

i) Online Access permits you to send e-mail messages to Edward Jones. However, you agree not to use e-mail to give Edward Jones any instructions affecting your account(s), including orders

to purchase or sell a security or to transfer funds. You further agree not to use e-mail to transmit personal credit information (including credit card numbers), to give notice of a change of address, or to give Edward Jones any time-sensitive instructions. Edward Jones is not liable for any actions taken or any omissions to act as a result of any e-mail message you send to Edward Jones.

j) You acknowledge and consent to any form of electronic record keeping, retention or use by Edward Jones and any of its employees, representatives or agents, of any communication, including information and data you input, between you and Edward Jones in connection with Online Access. You acknowledge that these records will be conclusive and binding on you in any disputes, including any legal proceeding as evidence of your account transactions through Online Access, in the absence of clear proof that Edward Jones' records are erroneous or incomplete. All such records will be collected and stored in accordance with Edward Jones' Privacy Policy.

#### 4. Disclaimer of Warranties and Limitation of Liability

Edward Jones and its managers, principals, associates, employees, affiliates, vendors, licensors and agents (the "Suppliers") expressly disclaim all express and implied representations, conditions and warranties, including without limitation representations, conditions and warranties of merchantability, merchantable quality, non-infringement, fitness for a particular purpose, and error-free and uninterrupted service. The Suppliers will not be liable for (i) any loss or damages incurred by you related to your use, attempted use or inability to use Online Access, including damages caused by delays, errors, inaccuracies, unreliability of Services or Information, loss of data or software restoration; or (ii) special, incidental, consequential, indirect or punitive damages related to your use of Online Access, even if such damages were reasonably foreseeable or if the Suppliers have been made aware thereof. The exclusions and limitations in this Section apply whether the liability, loss or damage arises under contract, tort (including negligence), or equity or under any other legal theory.

#### 5. Your Representations and Warranties

You represent and warrant that you are of the age of majority in your province or territory of domicile and that all information you provide in Online Access (including during registration) is accurate and complete.

#### 6. Confidentiality

Edward Jones will use reasonable precautions to maintain the confidentiality of your account and the information you provide in connection with your use of Online Access. Because such information can be accessed through the Internet, you hereby acknowledge and agree that there can be no assurance that any information provided by you or to you through Online Access will remain secure.

#### 7. Sharing of Information

Subject to the Privacy Policy, Edward Jones may disclose information provided by you through Online Access to others (a) for any purpose related to the conduct of Edward Jones' business or to the offering, providing or maintaining of Online Access; (b) to comply with applicable provincial, state or federal laws or other legal process; and (c) to respond to government agencies or authorities.

#### 8. Governing Law

These Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to the choice of law or conflict of laws provision thereof.

#### 9. Fees

There is no charge for using basic Online Access; however, you may incur a fee for using certain Services. You agree to allow

Edward Jones to charge your account for any such fees as they become due and payable.

#### 10. Termination

Edward Jones may terminate your access to Online Access at any time, for any reason, and without notice. Additionally, any violation or breach by you of these Terms will be cause for Edward Jones to terminate your access to Online Access without notice. Paragraphs 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of these Terms shall survive such termination.

#### 11. Miscellaneous

a) Edward Jones' failure to insist at any time upon strict or timely compliance with these Terms, or its delay or failure to exercise any power or right, shall not waive Edward Jones' later exercise of that power or right.

b) If any provision of these Terms is unlawful, void, invalid, or unenforceable, the remaining provisions shall remain valid and in full force and effect to the fullest extent possible.

c) In the event of a conflict between these Terms and your Account Agreement, the Account Agreement shall control.

d) Certain of these Terms shall by their nature continue in full force and effect after termination of your use of Online Access, including any authorizations you have granted, all disclaimers of warranties and limitations of liability, and indemnification and arbitration provisions.

e) Online Access may contain links to third-party sites or materials. These third-party sites and materials may be subject to different privacy and security policies and settings than Online Access and, by accessing or using these third-party sites and materials, you consent to each third party's terms of access and use.

f) If you are using Online Access as an authorized party of an Edward Jones account owner, you acknowledge that you must obtain your own unique Login, and you represent that you are authorized by the account owner to access information related to them and their account.

#### 12. Indemnification

You hereby agree to indemnify and hold harmless Edward Jones and its managers, principals, associates, employees, affiliates, vendors, licensors and agents, and any third-party providers from and against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees and expenses) arising out of or related to your breach of these Terms or your use of Online Access (i) in violation of these Terms; (ii) in violation of any rights of Edward Jones or any third-party provider, including copyright, patent, trade secret, trademark or other intellectual property rights and publicity and privacy rights; (iii) in violation of any applicable law, rule or regulation; (iv) in a negligent or illegal manner; or (v) your failure to maintain the security of your Login as applicable in accordance with this Agreement. This indemnification is binding upon you and your executors, heirs, representatives, successors and assigns.

#### 13. Arbitration

You agree that the arbitration agreement contained within the Account Agreement applies to any controversies or disputes arising out of or relating to your use of Online Access, or to these Terms, or the breach thereof.