

# JANNEY ADVANTAGE TERMS AND CONDITIONS

## JANNEY ADVANTAGE® ACCOUNT PROGRAM SERVICES AGREEMENTS TERMS AND CONDITIONS

(See Section A.4 for definitions of capitalized terms)

### SECTION A. BACKGROUND

#### A.1 Service Providers

Janney Montgomery Scott LLC (“Janney”) is your clearing broker, and has arranged to provide you the services described in this Agreement with the applicable service providers.

Bank and BNY Mellon: Bank is responsible for issuing the Cards and Checks hereunder. BNY Mellon is responsible for administration of the Banking Services provided hereunder. Janney is responsible for the EBPP Services provided hereunder.

#### A.2 Agreement Structure

For administrative convenience, this Agreement contains five (5) sections that comprise three (3) separate and distinct agreements.

**Section A** provides background information applicable to the services provided under this Agreement. Section A is hereby incorporated by reference into and made a part of each of the Advantage Account Agreement, Banking Services Agreement, and EBPP Agreement.

**Section B** provides the terms and conditions related to your Janney Advantage® Account with Janney (“**Advantage Account Agreement**”). The Advantage Account Agreement is made by and between You and Janney. Neither Bank nor BNY Mellon is party to the Advantage Account Agreement and neither Bank nor BNY Mellon has any rights, responsibilities or obligations under the Advantage Account Agreement.

**Section C** provides the terms and conditions related to the checking, ACH and card transaction services that are associated with Your Account (“**Banking Services Agreement**”). The Banking Services Agreement is made by and among You, Janney, Bank and BNY Mellon.

**Section D** provides the terms and conditions related to the EBPP services (“**EBPP Agreement**”). The EBPP Agreement is made by and among You and Janney.

**Section E** provides additional terms and conditions that are applicable to each of the Advantage Account Agreement, the Banking Services Agreement and the EBPP Agreement. Section E is hereby incorporated by reference into and made a part of each of the Advantage Account Agreement, Banking Services Agreement, and EBPP Agreement.

The term “Agreement” means the Advantage Account Agreement, Banking Services Agreement and EBPP Agreement, collectively.

#### A.3 Contact Us

You may contact us by telephoning Janney at 877-859-1684 or writing Janney at:

Janney Montgomery Scott LLC  
Attention: Cash Management Services  
1717 Arch Street  
Philadelphia, PA 19103

For all other questions: Telephone or write your Janney Financial Advisor.

#### A.4 Definitions

Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings specified below:

“**Account**” refers to your Janney Advantage® Account or other account with Janney.

“**ACH Transaction**” means a transaction cleared through the Automated Clearing House.

“**Affiliates**” are companies related by common ownership or control.

“**Agreement**” means the Advantage Account Agreement, Banking Services Agreement and EBPP Agreement, collectively.

“**ATM**” means automated teller machine.

“**ATM Withdrawal**” means a Card Transaction in which you receive money from an ATM.

“**Authorization**” means a Transaction in which you authorize others to place a hold on your Available Balance to ensure future payment.

“**Available Balance**” is the amount Janney has transmitted to BNY Mellon as available for your Account, which may include available funds in your Sweep Account, the free credit balance in your Account, and credit in your margin account.

(If the market value of the securities in your margin account declines, you may be required to deposit more money or securities. If you are unable to do so, Janney may be required to sell all or a portion of your pledged assets. You will also be subject to margin interest as disclosed in your margin agreement. Margin trading involves greater risk than paying cash up front for your investment, is not suitable for all investors, and is subject to approval by Janney.)

“**Bank**” means, as the context requires: (i) PNC Bank, N.A., or any successor bank, solely with respect to Cards and Card Transactions; and /or (ii) The Bank of New York Mellon, or any successor bank, with respect to Checks, Checking Transactions, and ACH Transactions.

“**Banking Day**” means every day of each week for purposes of imposing security limits on the number and amount of Withdrawals, Cash Advances, Purchases, and Authorizations you can perform. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time. A Banking Day may, as applicable, exclude bank or Janney holidays.

“**Banking Services**” means Check writing privileges, Card, ACH and related services.

“**Biller**” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which You receive electronic bills, as the case may be.

“**BNY Mellon**” means BNY Mellon Investment Servicing Trust Company, which is responsible for administration of the Banking Services (all via Bank) provided hereunder.

“**Business Day**” means Monday through Friday, excluding federal holidays or other days that banks are legally closed. Although Janney’s, BNY Mellon’s or Bank’s offices may be open on certain federal holidays, these days are not considered Business Days for purposes relating to the transfer of funds.

“Card” means the VISA® Debit Card issued on your Account or any other similar debit card that may be subsequently introduced that also accesses your Account.

“Card Transaction” means those transactions which you can perform with your Card as more fully described below.

“Cash Advance” means a Card Transaction in which you receive money back from a merchant or financial institution. Cash Advances do not include ATM Withdrawals.

“Check” means the Checks issued on your Account.

“Check Transaction” means those transactions which you initiate via a Check.

“Debit Balance” means a balance that exceeds the available cash balance in your Account.

“Due Date” is the date reflected on your Biller statement on which the EBPP payment is due; it is not the late date or grace period.

“EBPP” means electronic bill payment and presentment.

“EBPP Service” means the bill payment service, which is a feature of Your Account with Janney.

“Electronic Fund Transfer” means any transfer of funds initiated or authorized by you through an electronic payment system. Card Transactions and certain ACH Transactions are considered Electronic Fund Transfers.

“Online Access” means Janney’s online account access which allows clients to, among other things, view account statements and other details for their Janney accounts via website.

“Payment Instruction” is the information provided by you to the EBPP Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Purchase” means a Card Transaction in which you purchase goods or services.

“Regulation E” means Regulation E (12 C.F.R. part 205) of the Board of Governors of the Federal Reserve System.

“Scheduled Payment” is a payment that has been scheduled through the EBPP Service but has not begun processing.

“Scheduled Payment Date” is the day You want Your Biller (via EBPP) to receive Your bill payment and is also the day Your Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

“Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the EBPP Service to you on our behalf.

“Sweep Account” is an account established through Janney’s Cash Sweep Program.

“Transaction” means those transactions which you can perform with your Cards and Checks as more fully described in this Agreement, as well as ACH Transactions.

“Unauthorized Transaction” means a Transaction made by someone without your authorization and from which you received no benefit. An Unauthorized Transaction does not include: (a) a Card Transaction by a person to whom you furnished your Card or PIN unless you have notified us that Card Transactions by such persons are no longer authorized and we have had a reasonable opportunity to act on such notice; (b) a Transaction made or authorized by you with the intent to defraud; or (c) a Transaction which is made in error by us.

“We, Us, Our” means, as the context requires, (i) for the Advantage Account Agreement, Janney (ii) for the Banking Services Agreement, Janney, BNY Mellon and/or Bank; and (iii) for the EBPP Agreement, Janney. For clarification, the terms “we, us, our” have the foregoing meanings in this Agreement, whether or not they are capitalized.

“You, Your, Accountholder, Customer” means each person or entity who is a registered owner of the Account. For clarification, the terms “you and your” have the foregoing meanings in this Agreement, whether or not they are capitalized.

## SECTION B. JANNEY ADVANTAGE ACCOUNT AGREEMENT

### B.1 Eligibility

In general, to participate in the Janney Advantage® Account, you must place cash, marketable securities or a combination of the two in the brokerage Account for at least fifteen (15) calendar days, the primary purpose of which is to purchase and sell securities and investments. Janney will invest or deposit any available cash in your Janney Advantage® Account into the Sweep Account that you have designated, as applicable. The Janney Advantage® Account is not available to certain Accounts held by nonresident aliens of the United States, ERISA Accounts, IRA Accounts, and Accounts of corporate, religious organizations, not-for-profit organizations, or fraternal organizations (collectively “Organizational Accounts”). Janney reserves the right to exclude any account from the program that it determines to be ineligible. Not all Organizational Accounts are eligible for e-bill payment services and Debit Cards.

### B.2 Payment of Indebtedness

In the event you become indebted to Janney, you agree to promptly and fully repay such indebtedness upon demand. Whenever you are indebted to Janney for any amount, all securities held by Janney for you in any Account in which you have any interest shall secure all your liabilities to Janney. You jointly and severally agree that if, after demand by Janney, you fail to promptly repay the indebtedness, Janney may, in its discretion at any time, close any or all of your Accounts and without further notice liquidate assets in any or all of your Accounts by public or private sale or purchase or both in an amount sufficient to pay your indebtedness, buy in (cover) short positions, cancel outstanding orders in whole or in part, and take any other appropriate or necessary action without incurring any liability whatsoever. All costs of collection and any unpaid deficiency in your Account, including, without limitation, attorneys’ fees, incurred by Janney shall be fully reimbursed by you to Janney. Any balances remaining due to Janney shall be promptly paid by you. Any and all notices of purchase or sales or any demand for margin sent to you shall be binding upon all of you and upon your Accounts. You jointly and severally agree that Janney shall have a lien on and may hold as collateral security for said Account any and all securities and equities Janney may hold or have any Account at any time for you or any one of you and that the assertion or enforcement of any such lien shall not affect or alter the liability of any of you for any debit balance or loss on said Account.

### B.3 Fees and Administrative Fees

You shall be liable for the payment of any fees or charges incurred in connection with this Agreement. All applicable fees and charges are included in the Account Service Charges & Fees Disclosure located under the Disclosures section of Janney’s public website, [www.janney.com](http://www.janney.com) (please see Section E.6 for more information). In addition, Janney will provide you with a list of fees upon your request.

### B.4 Amendments

Janney may from time to time amend this Advantage Account Agreement, including without limitation, provisions relating to fees or other charges. Any such program changes shall be posted on Janney’s public website ([www.janney.com](http://www.janney.com)) not less than two (2) days prior to the effective date of such amendment.

### B.5 Monthly Statements

Each month you will receive details of Account activity as part of an integrated statement that combines all the Account transactions with your Janney brokerage Account statement.

## SECTION C. BANKING SERVICES AGREEMENT

### C.1 Background

This Banking Services Agreement is made among you, Janney, BNY Mellon and Bank and explains the types of Transactions that you can perform with your Card, as well as your rights and responsibilities concerning your usage and safekeeping of your Checks and your Cards. By using your Card or writing Checks or effecting Transactions, you agree to be legally bound by the terms and conditions set forth in this Banking Services Agreement.

## C.2.a Available Balance

Your Available Balance may fluctuate from day to day because it is dependent upon changes in the balance in your Account. Shortly after BNY Mellon is notified of a Transaction, the Available Balance is reduced, not when a sales draft or Cash Advance draft is paid. For example, your Account may be debited (and Available Balance reduced) on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection at another financial institution.

You promise not to make a Transaction (such as making a Card Purchase or writing a Check) that exceeds your Available Balance. If you attempt to make a Card Transaction that will exceed your Available Balance, the Card Transaction will normally be declined. If your Account is overdrawn for any reason, you agree to deposit funds to cover the overdraft.

## C.2.b Payment for Transactions

On a daily basis, BNY Mellon will notify Janney of the Transactions on your Account of which BNY Mellon becomes aware. Janney will make payments to Bank (via BNY Mellon) on your behalf on each Business Day that Janney receives notice of the Transactions.

You authorize Janney to charge your Account in order to pay for Transactions. Each Transaction shall be considered to be your direction to us to charge or reduce your Available Balance. **Janney will make payments for the charges in the following order of priority: cash in your Janney account established under Janney's Cash Sweep Program, cash in your Account and then available credit in your margin account, as applicable.** When you use your Card, the charge or reduction to your Available Balance generally occurs immediately and (with the exception of pre-authorized transactions) you understand that you have no right to stop payment on most Card Transactions. *See the Stop Payment – Checks section below to learn how to stop payments on Checks you have written. See also, the Preauthorized Payments section below to learn how to stop payment on certain preauthorized Card and ACH transactions.* You understand that Authorizations will reduce your Available Balance by the amount of the Authorization even if the Authorization does not result in a Transaction. Note that an Authorization will reduce your Available Balance until the Transaction is completed in whole or in part, or after the expiration of a time period specified by us.

If there is more than one person who is authorized to sign on the Account, you authorize us to pay for Card Transactions on the authority of any one or more of the signatures of the individuals identified and carried on the Account record. *See below for more information about joint Accounts.*

**Unauthorized Use.** You promise not to let any unauthorized person make a Transaction. If you permit an unauthorized person to make a Transaction(s), even if the amount of actual use exceeds the amount you authorized, you will be responsible for the full amount of all Transaction(s) that result.

## C.2.c Account Statements

Janney will send you an Account statement every month in which a Transaction was made. In any event, you will receive an Account statement at least quarterly. Your Account statements will include the following information for Card Transactions: the amount, location, Transaction date, posting date, and merchant name (when available). In addition, your Account statement will include your Check writing and ACH activity during the period covered by the statement. Transactions from your Account may appear on the day after the Business Day the Transaction took place. Neither BNY Mellon nor Bank will send you separate statements listing Transactions.

**Your Duty to Examine Your Statement – Checks.** As used in this section, the term “problem” means any error, alteration or unauthorized Transaction (including, but not limited to, forged or missing signatures, unauthorized wire transfers, and excluding Electronic Fund Transfers) related to any Check Transaction(s) for your Account. Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to Janney any problem on or related to your statement. You agree that none of us will be responsible for any problem related to a Check Transaction that:

- You do not report to Janney in writing within a reasonable time not to exceed Twenty (20) calendar days after Janney mails the statement (or makes the statement available) to you;
- Results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized Checks made with your facsimile signature device or that look to an average person as if they contain an authorized signature); or
- As otherwise provided by law or regulation.

You may not start a legal action against any of us because of any problem unless: (a) you have given Janney the above notice and (b) the legal action begins within one (1) year after we send or make your statement available to you. If you make a claim against any of us in connection with a problem, each of us reserves the right to conduct a reasonable investigation before recrediting your Account, and you agree to cooperate in such investigation. If any of us requests, you agree to complete an affidavit of forgery or other proof of loss. If you refuse to sign such an affidavit, none of us will be liable to you for any loss arising from the problem. *For problems involving an electronic banking transaction, please refer to the “Electronic Fund Transfers” sections of this Banking Services Agreement.*

These time periods for you to examine your statement and report “problems” to Janney are without regard to the level of care of any of us or the commercial reasonableness of our practices, further without regard to whether copies or images of canceled Checks are supplied or made available to you. **Contact Janney promptly if you do not receive your regular statement.**

**Your Duty to Examine Your Statement – Cards.** Please see the section below entitled “Electronic Fund Transfers.”

**Your Duty to Examine Your Statement – ACH Transactions.** Generally, ACH Transactions for consumer accounts are considered Electronic Fund Transfers. Please see the section below entitled “Electronic Fund Transfers.” For other ACH Transactions, please see “Your Duty to Examine Your Statement – Checks” above. Also, for ACH Transactions related to electronically represented checks from consumer accounts, please see the subsection entitled “Consumer Electronic Check Representation.”

## Supplementary Statements.

By the end of the first quarter of each calendar year, Janney will make available to you an “Annual Statement Summary” via Janney Online Access, as applicable, or upon request. The statement recaps the prior year’s ACH activity and your Card and coded Check Transactions by expense category.

## C.2.d Foreign Transactions

Foreign Transactions are Card Transactions or ACH Transactions completed outside the United States through your Account. All debits to your Account will be posted in U.S. dollars. Checks will generally not be accepted by banks outside of the United States. All Checks must be made payable in U.S. dollars.

**Foreign Currency.** Card Transactions made in a foreign currency are converted into U.S. dollar amounts by VISA, using its then current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Card Transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Card Transaction date or periodic statement posting date.

**Foreign Transaction Fee.** For each foreign Card Transaction, there is a foreign Transaction fee (currently, one percent of the Transaction for non-U.S. dollar transactions), which will be included in the amount charged to your Account. This charge may apply whether or not there is a currency conversion.

## C.2.e Contact Information

Call Janney during any business day at 1-877-859-1684. Or write to Janney at:

**Janney Montgomery Scott LLC**  
1717 Arch Street  
Philadelphia, PA 19103  
Attention: Cash Management Services

When calling or writing, you must provide your Account number and other identifying information.

### **C.2.f Documentation**

We may add images of your application with respect to the services provided in connection with this Banking Services Agreement to our electronic document storage systems. After doing so, the original documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.

### **C.2.g Adverse Claims**

If any of us receives a claim to all or a portion of your Account (including but not limited to a dispute over who is an authorized signer or owner), we may place a hold on funds that are the subject of the claim. The hold may be placed for the time that we feel is reasonably necessary to allow a court to decide who should have the funds. None of us will be responsible for any items that are not paid because of the hold. You agree to reimburse each of us for expenses, including attorneys' fees and expenses, arising out of such competing claims.

### **C.2.h. Safeguard Your Checks**

You may not be able to recover amounts withdrawn through unauthorized use of Checks if you have not taken reasonable care in safeguarding the Checks or have not promptly notified Janney of any unauthorized use.

## **C.3 Card Transactions**

### **C.3.a Card Application**

If you have requested one or more Cards for your Account, Janney must first approve your application. Upon such approval, we will provide you with Card(s).

### **C.3.b Conveniences**

ATM Withdrawals: You can use your Card to withdraw cash from your Account at ATMs displaying the VISA® or PLUS® logos.

Cash Advances: You can use your Card to receive Cash Advances from your Account through financial institutions that honor Cards bearing the VISA logo.

Purchases/Authorizations: You can use your Card to purchase goods and services (Purchases) from merchants honoring VISA. You may also use your Card to authorize others to place a hold on your Available Balance to assure future payment (Authorizations)

Authorized Persons: If you permit or authorize other persons to use your Debit Card and/or PIN, you will be liable for the resulting transactions. To guard against unauthorized transactions, reasonable precautions must be made to prevent any other person from learning your PIN.

Pay by Phone: If the merchant is agreeable, you can pay bills directly by telephone from your Account in the amounts and on the days you request.

Fraud Text Alerts: Fraud Alerts Message Service (the "Service") will be provided to you at no cost. You will not be charged for alerts received. The frequency of messages you will receive will vary, because we will send them only when there is suspicion of fraud.

Mobile carriers are not liable for delayed or undelivered messages.

We will send Fraud Alerts messages to the mobile telephone number(s) via SMS text messages and/or email address(es) you have designated.

### Termination of Participation:

You may opt-out of having alerts sent to your mobile telephone number by texting "STOP" as a reply to any message received as part of the Service. In addition, at any time you may send a text that says STOP to <BNY Supply #>. You will receive an opt-out confirmation.

### Availability/Interruption:

The Service is available when you have your mobile handset within operating range of a carrier with an appropriate signal for data services. The Service is subject

to transmission limitations and service interruptions. We do not guarantee that the Service (or any portion of the Service) will be available at all times or in all areas. You acknowledge and agree that we are not responsible for performance degradations, interruptions, failures or delays due to conditions due to any hardware, software, or networks associated with bringing you the Service including, but not limited to, your mobile handset. You acknowledge that we shall not be liable to you if you are unable to be sent alerts to your mobile telephone number(s) as you requested.

### Third Party Networks

You understand and agree that alerts content will be transmitted over various third-party networks and systems and that we and our service providers involved in providing the Service will not be responsible for the security of such information or data.

### Modifications to Service

We reserve the right, at any time, with or without cause or prior notice, to temporarily or permanently interrupt, restrict, modify, suspend, or discontinue the Service (or any part of the Service). You agree that we shall not be liable to you or to any third party for any interruption, restriction, modification, suspension or discontinuation of the Service.

### Changes to these Terms and Conditions or the Service

We may change or modify these Terms and Conditions from time to time by sending you notice of such change. If you use the Service after the effective date stated in the notice, you agree to such change and its applicability to you. Any new features or services that augment or enhance the Service in the future will be considered part of the Service and subject to these Terms and Conditions.

### No Warranties

WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE. THE SERVICE AND ANY HARDWARE, SOFTWARE, OR OTHER EQUIPMENT USED TO MAKE AVAILABLE SUCH SERVICE IS PROVIDED ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS. WE DO NOT GUARANTEE THE DELIVERY OF ALERTS AND ARE NOT RESPONSIBLE FOR ANY ACTIONS TAKEN OR NOT TAKEN BY YOU OR ANY THIRD PARTY AS A RESULT OF AN ALERT.

### Limitation of Liability

IN NO EVENT SHALL WE, OUR AFFILIATES, SUBSIDIARIES, OR OUR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, REPUTATION OR GOODWILL, OR LOSS OF USE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OF ANY CLAIM BY ANY THIRD PARTY. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALTHOUGH WE WILL TAKE REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION OR UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO THE SERVICE, AND TO PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED, NO REPRESENTATION OR WARRANTY OF FITNESS OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THESE TERMS AND CONDITIONS.

### **C.3.c Visa Account Updater (VAU)**

VAU is a free account service in which each Card is automatically enrolled. The service automatically updates your payment information when a Card is re-issued to merchants who participate in VAU in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those participating merchants seeking your account information after you have requested they process a recurring payment or payments. Not all merchants participate in automatic updates. Updates are not guaranteed before the next billing cycle. If at any time you wish to opt-out of the VAU service or if you have any questions, please call the Toll Free Number on the back of your card.

### C.3.d Card Reissuance

Existing Cards will be reissued with new Cards during the month of expiration stated on the Card without charge, but it may take up to two (2) weeks for you to receive the reissued Cards

### C.3.e Out-Of-Network Surcharges

When making an ATM Withdrawal from your Account, Janney will not charge you an ATM transaction fee. However, there may be a transaction fee added by the ATM owner to a withdrawal amount if the transaction is performed at an ATM machine not owned by Bank. Janney will reimburse up to \$30.00 per month of ATM transaction fees incurred by any one account. Fees incurred in connection with ATM withdrawal transactions conducted outside of the United States may not be reimbursed.

### C.3.f Cancellation of Card

The Card may be canceled by any of us at any time without prior notice and will remain the property of Bank. Without limiting the foregoing, your Card will be canceled effective with the closing of your Account. You agree that any trailing Transactions will be paid by you in the event you terminate your Account relationship.

### C.3.g Restrictions

**Purchasing Securities:** You may not use your Card to purchase securities.

**Internet Gambling:** You may not use your Card for Internet gambling.

**Illegal Activities:** Use of your Card for illegal activities is prohibited.

## C.4 Check Writing and ACH Privileges

### C.4.a General

You may access the Available Balance in your Account via check writing privileges. There is no minimum dollar amount for Checks written. Each Business Day, BNY Mellon will notify Janney of Checks written on your Account and presented to Bank for payment. When notified, Janney will reimburse Bank via BNY Mellon for your Checks by debiting your Account. Canceled Checks will not be returned. The combined monthly Account statement will list each Check paid, including date written and payee name, and optional expense codes. In the event a Check is presented for an amount in excess of the funds in your Account, you may be eligible to borrow against margin through your brokerage Account; confer with your Financial Advisor for details. Use of the Check writing service is subject to applicable fees, including but not limited to, fees for stop payment on Checks, Checks returned for insufficient funds, wire transfers, and copies of Checks. These fees and charges are subject to change and additional fees and charges may be added. All fees will be charged to your Account. You are responsible for safeguarding Checks and for reviewing your monthly brokerage Account statement. If a Check is lost or stolen or if the monthly statement indicates a Check transaction that you did not authorize, you should notify Janney immediately by placing a toll-free call to 1-800-677-6310. You may not be able to recover amounts withdrawn through unauthorized use of Checks if you have not taken reasonable care in safeguarding the Checks or have not promptly notified Janney of the unauthorized use. You should be aware that the Check writing service is intended to provide easy access to assets in an Account, but that your Account is not a bank Account. Assets in the Account are not deposits or obligations of, nor insured or guaranteed by, the U.S. government, any financial institution, the Federal Deposit Insurance Corporation, or the Federal Reserve Board.

### C.4.b Check Writing Application and Checks

If you have requested Check writing privileges for your Account, Janney must first approve your application. Upon such approval, we will provide you with Checks.

We may refuse any withdrawal that you attempt on forms not approved by us or by any method we do not specifically permit.

Each Check must be properly completed and signed by an authorized signer (as described below).

In writing Checks, we strongly suggest that you date them with a current date. We will not have liability to you for paying Checks which are postdated, stale dated

or do not bear a date. If you do not wish us to pay a Check you have issued, you should place a stop payment order with us. *Please refer to the Stop Payment – Checks section of this Banking Services Agreement.*

### C.4.c Authorized Signers

In this document, the words “authorized signer” mean any of the following persons:

- Any person (other than a ward, conservatee, or beneficiary) listed on a signature card, application, resolution or certificate of authority as being authorized to make withdrawals by Check, or otherwise, from your Account;
- Any person who has a “power of attorney” or is an attorney-in-fact, agent, guardian, personal representative, trustee, custodian, or some other fiduciary capacity to act for an owner;
- Any person that you authorize to make withdrawals by Check, or otherwise, from your Account; or
- Any person to whom you make your Checkbook or your Checking account number available.

The words “owner” and “owners” mean all persons (other than a ward, conservatee, or beneficiary) listed on a signature card or application, but not persons who are authorized signers only, because they are acting as an agent. Each of BNY Mellon and Bank are authorized to follow the directions of your agent regarding your Account until it receives written notice that the agency or fiduciary relationship has been terminated and has had reasonable time to act upon that notice. We will not be liable to you in any way if your agent misapplies any of the funds from your Account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order, or other document that has established the agency or other fiduciary relationship. For corporate, limited liability company, and partnership Accounts, the corporation, limited liability company or partnership is the “owner.”

### C.4.d Multiple Required Signature Accounts

If you (a) have specified that some or all Checks must be signed by more than one person, (b) have specified that the authorized signers for Checks in one category are different than those for another Check category, or (c) use Checks that require multiple signatures, you acknowledge that those restrictions are for your internal use only and do not bind us even if you have made us aware of them in writing or otherwise. Janney reserves the right to refuse to allow persons to open Accounts with these types of restrictions.

### C.4.e Facsimile Signatures

You may wish to use a facsimile signature stamp or other mechanical signature device to sign Checks or other orders relating to your Account. If you do, we will, without contacting you, debit the Account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

### C.4.f Check Transactions

Checks can be used for, or may result in, the following Transactions:

- Check writing capabilities; and
- Electronic Fund Transfers (e.g., certain Transactions via the Automated Clearing House).

### C.4.g Copies of Canceled Checks

We will not return to you Checks that have been paid against your Account. At your request, we shall provide you with photocopies or image copies of Checks paid against the Account or other Account documentation, if such Checks or documents are available to us under our record retention policies. If you request a copy be sent to you, we may impose a processing fee. You can also view canceled Checks online. You will be able to view the prior twelve (12) months of cleared check history if you sign up for Online Access.

#### C.4.h Refusing Payment on Your Checks

If one of your Checks is presented for payment and there are not sufficient available funds in your Account, or if the Check is not properly signed or contains some other irregularity, we may refuse payment and return the Check to the person who presented it. You acknowledge that it is difficult or impossible for us to verify whether an endorsement by a corporation or other business entity is valid. You also acknowledge that it is difficult or impossible for us to verify whether an endorsement by someone other than the person presenting a Check for payment is valid.

#### C.4.i Stop Payments – Checks

**i) Checks.** Unless otherwise provided, the provisions in this section cover stopping payment of Checks. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, are mentioned elsewhere.

**ii) Oral and Written Orders.** You are generally permitted to make stop payment orders orally; telephone is the most common medium used. To request a stop payment, please call Janney at 1-800-677-6310. When you place your stop-payment order, the service representative will tell you what information is needed to stop payment. If you provide your stop payment order in writing with respect to a particular check, you must provide the following information to Janney: Check writing account number; amount; Check number; name of party to be paid; date; and your name and address.

In addition, you are generally permitted to make a stop payment order on a range of checks. If you provide your stop payment order for a range of checks in writing, you must provide the following information to Janney: Check writing number; Check numbers of the first and last Checks in the range and your name and address.

The stop-payment information must be exact since stop-payment orders are handled by computers. If your information is not exact, we cannot assure you that your order will be effective, and we will not be responsible for failure to stop payment.

**iii) Who and For How Long.** You may stop payment on any Check whether you sign the item or not. Oral stop-payment orders are generally effective for only fourteen (14) calendar days, unless confirmed in writing during that time. Written stop-payment orders (and oral orders confirmed in writing) are generally effective for only six (6) months from the date of the original order. We are not obligated to notify you when a stop-payment order expires. Unless you renew the stop-payment order in writing for another six (6) months, a Check may be paid even though it is a stale Check. We will accept stop-payment orders from any person with signing authority on your Account, regardless of who wrote the Check(s). If you want to reverse a stop-payment request you must contact Janney, not BNY Mellon or Bank. As a security measure, BNY Mellon and Bank will accept reversal(s) of stop-payment requests only from Janney.

**iv) Indemnity.** If you place a stop-payment order on an item and any of us incurs any damages or expenses because of the stop-payment order, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to each of us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item might be entitled to enforce payment against you despite the stop-payment order.

If a Check or Transaction is inadvertently permitted despite a stop-payment order, the following rules will apply:

- You will have to prove to BNY Mellon and Bank that you have suffered a loss and, if so, the amount of the loss;
- BNY Mellon and Bank will be able to enforce any rights that the original payee or any other person who held the Check had against you; and
- The Account will not be recredited until you prove your loss and we are satisfied that we are required by law to do so.

**v) Cutoff Time.** BNY Mellon and Bank must receive a stop-payment order in time to give them a reasonable opportunity to act on it and before their stop-payment cutoff time. The law provides additional limitations on BNY Mellon's and Bank's obligation to stop payment. (For example, you cannot stop payment on an item that has already been paid.)

**vi) Charges.** Stop-payment orders are subject to our current charge for that service.

#### C.4.j Inconsistent Amounts

Checks are processed by computers. The Check amount in numerals is the one encoded on the Check to be read by the computer. You agree that if the Check amount in words is different from the amount in numbers, we may charge against your Account the amount in numbers instead of the amount in words.

#### C.4.k Consumer Electronic Check Representation

**i) Generally.** If you write a Check on a personal Account that is returned unpaid because of insufficient or uncollected funds, the depositor of the Check or the depositor's bank may resend ("represent") the Check electronically. That is, the depositor or the depositor's bank may send Bank an electronic instruction ("electronic represented Check") to charge your Account in the amount of the Check.

**ii) Handling of Electronic Represented Checks.** If BNY Mellon receives an electronic represented Check from the depositor or the depositor's bank via Bank, BNY Mellon will pay or return the electronic represented Check as if the original paper Check were being represented to it. The part of this Banking Services Agreement titled "Electronic Fund Transfers" will not apply to any electronic represented Check.

**iii) Stop Payment.** If you wish to stop payment of any electronic represented Check, you must follow the procedures contained in the section for stopping payment of Checks, not the procedures contained in the section for stopping payment on Electronic Fund Transfers.

#### C.4.l Insufficient Funds

If one of your Checks is presented for payment and there are not sufficient funds available in your Account, Janney may cause Bank (via BNY Mellon) to pay or refuse to pay any or all such items in our discretion. We may also charge your Account a service charge, regardless of whether we pay the item or return the item unpaid. You have no right to request that any certain item be paid, and none of us has any responsibility for paying or returning any item requested. If your Account is overdrawn for any reason, you agree to deposit sufficient funds to cover the overdraft and our service charge immediately.

A determination of your Account Balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made. Janney will determine your Account Balance based on information provided from time to time by BNY Mellon, which may not be accurate at the time a particular item is presented to BNY Mellon. You authorize BNY Mellon and/or Bank to return items for insufficient funds based on information provided by Janney.

If there are sufficient funds to cover some but not all of your Transactions, Janney will allow those Transactions that can be paid, in any order convenient to us. If, in our sole discretion, we choose to allow Transactions for which there are not sufficient available funds, you agree to repay us immediately the amount of the funds advanced to you. We may also assess your Account a service charge. At no time shall we be required to allow you to overdraw your Account even if we had allowed such activity on one or more prior occasions.

You agree that we do not have to notify you when we refuse to pay a check you have written, or if we pay a check which overdraws your Account.

#### C.4.m Use of Check Images and Substitute Checks

You agree that we may debit your Account for a Check image of an original Check presented for payment or collection. In this situation, we may debit your Account without receipt of, or review of, the original Check associated with the Check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or credit to your Account, a paper copy or paper representation of an original Check (including, without limitation, an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute Check.

You agree that a check image that is received or created by Bank in the Check deposit, collection or return process shall be considered a "Check" and/or an "item" for all purposes under this Banking Services Agreement and applicable law.

In addition, a Check that you write may be truncated in the Check collection process and replaced with a substitute Check. You authorize us to pay, process or return a substitute Check in the same manner as "Check" or "item" under this Banking Services Agreement. Substitute Checks are governed under the Check Clearing for the 21st Century Act ("Check 21 Act") and the terms of this Banking Services Agreement, to the extent not modified by the Check 21 Act. Notwithstanding the foregoing, you understand that your Checks are drawn on an omnibus account maintained by BNY Mellon (on behalf of Janney) with Bank, and that as a result, you are not considered a "consumer" as that term is used in the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a Check image or substitute Check instead of the original Check, including the destruction of the original Check, as described above, to the extent permitted by applicable law.

#### C.4.n Bank Branches

Bank need not pay any Check presented at a branch office. Bank reserves the right to refuse to cash or to impose a charge on anyone who asks Bank to cash a Check that you have written. Even if your Check is otherwise properly payable, we will not be liable to you for dishonor of your Check, or otherwise, as a result of such refusal.

#### C.4.o Not a Bank Account

You should be aware that the Banking Services are intended to provide easy access to assets in your Account, but that your Account is not a bank account. **Assets in the Account are not deposits or obligations of, nor insured or guaranteed by, the U.S. government, any financial institution (including BNY Mellon and Bank), the Federal Deposit Insurance Corporation, or the Federal Reserve Board.**

#### C.4.p Automated Clearing House Transfers

Money can be credited to or debited from your Account because of ACH or other money transfer entries. These credits and debits are normally subject to additional rules of the money transfer system that processes them, such as the rules of the National Automated Clearing House Association and local ACH operating rules.

An ACH credit entry to your Account is provisional until the Bank receives final settlement through a Federal Reserve Bank or otherwise receives payment as provided in Section 403(a) of Article 4A of the Uniform Commercial Code. The Bank is entitled to a refund of the credit entry if it does not receive final settlement or payment. In that case, the person who originally sent the credit entry will be considered not to have paid you.

In addition, unless required by applicable law, Janney will generally not give you notice of the receipt of an entry by the Bank. Entries will, however, be included on your Account statement.

For instructions on how to make stop payment orders on preauthorized ACH payments, see Section C.5.f.

### C.5 Electronic Fund Transfers

This section applies to fund transfers governed by the Electronic Fund Transfer Act and Regulation E, and some additional transactions that are similar and related.

#### C.5.a Types of Electronic Fund Transfers

**Card Transactions.** See the section above entitled *Card Transactions – Conveniences for the types of Electronic Fund Transfers you can make with your Card.*

**Check Transactions: Electronic Check Conversions.** You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your Check to:

- (i) Pay for purchases.
- (ii) Pay bills.

#### C.5.b Limits on Dollar Amount of Card Transactions

The ATM you use may limit the amount of cash that you can receive. These limits may include transactional and daily limits. We have a daily withdrawal ATM limit equal to the lesser of \$1,000 or your Available Balance per Banking Day. Janney

may impose further limits for security purposes or when the Card Transaction volume in your Account exceeds normal conditions. There may be other limitations stated in this Banking Services Agreement or in other agreement(s) between you and Janney.

Unless a higher limit is authorized for all other Transactions, there is a combined daily limit equal to the lesser of \$10,000 or your Available Balance applied to Card Transactions. The daily Card Transactions may be inclusive of a single or any combination of ATM Withdrawals, Cash Advances, Purchases and Authorizations.

#### C.5.c Limits on Frequency of Card Transactions

In addition to the dollar amount limits, we reserve the right to impose a limit on the number of Card Transactions you can make on any Banking Day. For the purposes of maintaining security, we will not disclose that limit, except that you will be allowed to make at least five (5) Card Transactions on any Banking Day under normal conditions.

#### C.5.d Retention of the Card

Your Card may be retained by any ATM, merchant or participating financial institution IF:

- the PIN is wrong after three (3) attempts (certain ATMs may limit you to fewer attempts);
- you exceed the limits on dollar amounts and/or frequency of Transactions;
- your Card was reported lost or stolen;
- your Account has been closed;
- your Card expired or was replaced;
- the machine is not operating properly; or
- there are other legitimate business reasons.

#### C.5.e Preauthorized Transactions. Preauthorized ACH Credits.

If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, the person or company making the deposit should tell you every time they send us the money. You can call us at 1-877-859-1684 to find out whether or not the deposit has been made.

#### C.5.f Automatic Deposits and Payments (ACH and Card)

**Automatic Deposits.** You may have certain regular deposits made electronically via ACH to your Account. These automatic deposit and receipt transactions are effected for you through Janney's facilities. Automatic deposits may be used to purchase fund shares. The availability of automatic deposits to your Brokerage Account will be governed by Janney's funds availability policy. Janney, and not BNY Mellon or Bank, is responsible for the automatic deposit services made available to you under this Agreement.

If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, the person or company making the deposit should tell you every time they send us money. You can call Janney to find out whether or not the deposit has been made.

**Periodic Transfers.** Certain periodic payments or debits, such as insurance premiums or mortgage payments, may also be made electronically from your Account.

#### Preauthorized Payments.

**Stop Payment – Recurring Payments.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

**General.** Call us at 1-800-677-6310, or write us at:

Janney Montgomery Scott LLC  
Attention: Cash Management Services  
1717 Arch Street  
Philadelphia, PA 19103

In time for us to receive 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 fourteen (14) days after you call.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay should tell you, ten (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 amount would fall outside certain limits that you set.

**Notice of date change.** If the person you are going to pay changes the scheduled due date of preauthorized payment, that person should provide you at least seven (7) days' notice.

**Liability for failure to stop payment of recurring preauthorized transfer.** If you order us to stop a recurring payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Stop Payment – Single Payment.** With respect to an individual Card or ACH payment:

General. If you desire to stop a single Card or ACH payment call us at the number above or write to us at the address above. We will stop the payment if we have a reasonable opportunity to act upon the stop payment request prior to acting on the Transaction. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

Liability for failure to stop payment of single preauthorized transfer. If you order us to stop a single Card or ACH payment and we have a reasonable opportunity to act upon the stop payment request prior to acting on the Transaction, and we do not do so, we will be liable for your losses or damages.

#### C.5.g Card Transaction Receipts

You can get a receipt at the time you make Card Transactions, except for Card Transactions you make by telephone, mail or via the Internet. Receipts may not be provided for Purchases of \$15 or less, or for Card Transactions performed outside the United States. Card Transactions will also be reflected on your Account statement. See also, Loss, Theft or Unauthorized Card Transactions below.

Merchants generally maintain receipts of Card Transactions for twelve (12) months, which merchants are not required to provide unless requested in connection with fraud investigation or legal purposes. If you call Janney, we will attempt to obtain copies of drafts.

#### C.5.h Loss, Theft or Unauthorized Transactions

If you believe your Card or PIN has been lost or stolen, call: 1-877-859-1684 or write:

Janney Montgomery Scott LLC  
Attention: Cash Management Services  
1717 Arch Street  
Philadelphia, PA 19103

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### C.5.i For Your Protection – Notify Janney Promptly.

i) You must tell Janney AT ONCE if you believe your Card has been lost or stolen, or an unauthorized person may know your PIN or if you believe that an electronic fund transfer has been made without your permission using information from your Check. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Account (plus the maximum amount available through your margin account). If you tell Janney within two (2) Business Days after you learn of the loss or theft of a Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

TO PROTECT YOUR ACCOUNT AND LIMIT YOUR LIABILITY, WE RECOMMEND THAT YOU:

- DO NOT PROVIDE ANYONE WITH YOUR PIN;
- DO NOT WRITE YOUR PIN ON THE CARD;
- DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE CARD; AND
- DO NOT TELL ANYONE YOUR PIN, NOT EVEN SOMEONE FROM BNY MELLON, BANK OR JANNEY.

ii) If you do NOT tell Janney within two (2) Business Days after you learn of the loss or theft of your Card or PIN, and Janney can prove it could have stopped someone from using your Card or PIN without your permission if you had told them, you could lose as much as \$500.00. With respect to ACH Transactions, you will generally not be liable for Unauthorized Transactions unless you fail to notify us within the time period as described in the next paragraph.

iii) Tell Janney AT ONCE if you believe your statement shows transfers that you did not make, including those made by card, code or other means. You could lose all the money in your Account (plus the maximum amount available through your margin account).

If you do not tell Janney within sixty (60) days after the statement was FIRST mailed to you, you may not get any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told Janney in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### C.5.j Errors and Questions

In case of errors or questions about your Electronic Transfers.

Telephone us at 877-859-1684 or write us at:

Janney Montgomery Scott LLC  
Attention: Cash Management Services  
1717 Arch Street  
Philadelphia, PA 19103

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

**Information to Provide.** If you tell Janney orally, we may require you to send Janney your complaint or question in writing within ten (10) Business Days. Janney will need the following information:

- Your name, your Account number, your address, and the date of the Transaction;
- A description of the error or Transaction in question, explaining as clearly as possible why you believe it is an error or why you need more information;
- The dollar amount of the Transaction and, if different, the amount of the suspected error.

**Timing of Error Resolution Process.** Except as otherwise stated in this Agreement, we will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. In this event, we will generally re-credit your Account within ten (10) Business Days for the amount you think is in error so that you will have 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 ten (10) Business Days, we need not re-credit your Account or we may reverse any credit previously made to your Account. Margin accounts need not be re-credited during our investigation.

**Foreign Transactions.** For Card Transactions initiated outside the United States, the applicable time period for investigations shall be ninety (90) calendar days in place of forty-five (45) calendar days.

**Point-of-Sale Transactions.** For point-of-sale transactions (for example, Purchases at a merchant and Cash Advances), the applicable time period for investigations shall be ninety (90) calendar days in place of forty-five (45) calendar days.

**New Accounts.** For Accounts that have been open for thirty (30) calendar days or less, the applicable time periods for action stated above shall be twenty (20) Business Days in place of ten (10) Business Days and ninety (90) calendar days in place of forty-five (45) calendar days.

**Informing You of the Results.** In any case, we will tell you the results within three (3) Business Days after we complete our investigation. If we decide that there was



no error, we will reverse the applicable credit and send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

#### **C.5.k Our Liability for Failure to Complete Electronic Fund Transfers**

If we do not complete an Electronic Fund Transfer to or from your Account on time or in the correct amount according to this Agreement, 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 a sufficient Available Balance to make the Transaction;
- any ATM, other device, Card or computer system was not working properly and you knew about the breakdown when you started the Transaction;
- the ATM or other device you are using for the Transaction does not have enough cash;
- the ATM or other device you are using for the Transaction was unable to process the Transaction;
- your Account is frozen (for example, because of a court order or other similar reason) and we are not permitted to make the Transaction;
- circumstances beyond our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that we have taken;
- you have failed to enter your correct PIN after the maximum number of attempts permitted;
- you failed to use the ATM, other device, Card or computer system in accordance with instructions;
- we have limited or refused to complete Transactions for security reasons; or
- we have reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Agreement or otherwise notified to you by us or in your other agreements with Janney. None of us will be responsible for any person's actions in refusing to honor or accept your Card or Checks or in taking possession of your Card. In any case, we will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by Us despite our procedures to avoid such errors.

#### **C.6 Confidentiality**

You give us permission to share information with Janney, BNY Mellon and Bank. Under normal circumstances, we will not reveal any information about your Accounts to third parties. We will not reveal any information to third parties about your Account and your Transactions EXCEPT: (1) you hereby authorize us to share information concerning your Transactions with Janney, BNY Mellon and Bank; or (2) where it is necessary for completing your Transactions or providing any related Card and/or Check benefits to you; or (3) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (4) in order to comply with laws or with orders of subpoenas of government agencies or courts; or (5) if you give us written permission; or (6) to other persons and entities in order to resolve disputes arising from Transactions; or (7) in the circumstances contemplated by Janney's Privacy Policy, as furnished to you separately and updated or amended from time to time by Janney.

#### **C.7 Disputes Involving Your Account**

To the fullest extent permitted by law, you agree to be liable to us for any loss, costs, or expenses, including reasonable attorneys' fees that we may incur as a result of any dispute involving your Account. To the fullest extent permitted by law, you authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. This obligation includes disputes between you and us involving the Account and situations where we become involved in disputes between you and an authorized signor, another joint owner, or a third party claiming an interest in the Account. Also, it includes those situations where you, an authorized signor, another joint owner, or a third party take some action with respect to the Account which causes us to seek the advice of counsel, even though we do not actually become involved in the dispute.

#### **C.8 Our Duty of Care**

The duty of care of Janney, BNY Mellon and Bank to you is satisfied if reasonable banking procedures are followed. Unless we have specifically agreed with you in writing, our duties will not include monitoring nonstandard instructions or other legends appearing on Checks. We shall be deemed to have exercised ordinary care as to your signature if we process your Check by automated means only (so as to clear the largest number of checks at the lowest cost to customers) or if any unauthorized signature or alteration is so skillfully made that a reasonably careful person would not readily detect it. A clerical error or mistake in judgment is not to be considered a failure to meet the duty of care of Janney, BNY Mellon or Bank.

The obligations of Janney, BNY Mellon and Bank are set forth in this Agreement. None of Janney, BNY Mellon or Bank is liable for the obligations of the others.

#### **C.9 Joint Accounts**

If this is a joint Account, unless you notify Janney otherwise and provide such documentation as Janney requires, your Account shall be held by you jointly with rights of survivorship. Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. We shall be fully protected in acting upon the instructions of either of you, in sending confirmation advice, notices or other communications to either of you, or in otherwise dealing with either of you. Each of you shall be liable, jointly and individually, for any amounts due to us pursuant to this Agreement, whether incurred by either or both of you.

If "you" shall consist of more than one individual, the obligations of all such persons under this Agreement shall be joint and several. Each joint Account holder has authority, acting individually and without notice to the other Account holder, to deal with us as fully and completely as if the Account holder is the sole Account holder. We are authorized to follow the instructions of any joint Account holder. We are not responsible for determining the purpose or propriety of an instruction we receive from any Account holder or for the disposition of payments or deliveries among joint Account holders. Any notice we send to one Account holder will be deemed notice to all Account holders.

#### **C.10 Terminating Your Banking Services**

Janney, BNY Mellon, Bank or you may terminate this Banking Services Agreement, including the use of Check writing services, Cards or other Banking Services, if applicable, at any time, without closing Your Account. Without limiting the foregoing, your Card will be cancelled and your Check writing services, Cards or other Banking Services, as applicable, terminated effective with the closing of your Account. You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, you shall promptly destroy all Checks and Cards. Failure to do so may result in a delay in our complying with your instructions regarding the disposition of assets.

#### **C.11 Lawful Use**

You agree to use your Account, Card, and Checks only for lawful purposes. By entering into this Agreement, you represent to us that you are not now aware of any pending or threatened criminal proceedings that could result in losing any money in your Account.

#### **C.12 Recording Conversations and Monitoring Electronic Communications**

For the parties' mutual protection, you understand, agree, and expressly consent to Janney's, BNY Mellon's and Bank's electronic recollection of any of your telephone conversations with them and to Janney's, BNY Mellon's and Bank's monitoring of your electronic communications with them, including but not limited to e-mail and facsimile transmission.

#### **C.13 Accounts That are Not Consumer Accounts/Non-Personal Accounts**

If you are not a "consumer" as defined in Regulation E, none of us is required to respond to your questions about Transactions within the time periods specified in the section titled Electronic Fund Transfers and the limitations on your liability for Unauthorized Transactions described above do not apply. Similarly, the parameters surrounding liability, confidentiality, and documentation requirements with respect to Electronic Fund Transfers outlined above apply only with respect to Accounts established primarily for personal, family or household purposes.

#### C.14 Governing Law

Except where specified, this Banking Services Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and the United States of America, as amended.

#### C.15 Priority of Agreements

In the event of any conflict between this Banking Services Agreement and any other agreement you have with Janney, this Banking Services Agreement will control with respect to your Checks, Cards, ACH and any Transactions described herein.

#### C.16 Representations and Amendments

You agree that we shall have the right to amend this Banking Services Agreement at any time by sending notice of the amendment to you. An amendment shall be effective as of the date we establish. If we make any changes to this Banking Services Agreement that will affect you adversely (by increasing costs or liability to you, or limiting access to your Account), we will notify you prior to the change as required by law. The change will automatically become effective unless, prior to the effective date, you notify us of your intention to terminate your Check writing privileges, Card or other Banking Services, as applicable. We reserve the right to make emergency changes for security reasons, without prior written notice to you.

### SECTION D. EBPP AGREEMENT

#### D.1. Introduction

This Terms of Service document (hereinafter "Agreement") is a contract between you and Janney Montgomery Scott LLC (hereinafter "we" or "us") in connection with the Electronic Bill Payment and Presentment service ("EBPP Service" or "Service") that is described further below. This Agreement applies to EBPP Service offered through our online banking site (the "Site") and the portion of the Site through which the EBPP Service is offered.

##### D.1.a. Eligibility

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

#### D.2. Notices and Other Communications

##### D.2.a. Notices to Us Regarding the Service

Except as otherwise stated below, notice to us concerning the Site or the Service may be sent by postal mail to: Janney Montgomery Scott, 1717 Arch Street, Philadelphia, PA 19103. You can also call us at 215-665-6310 for questions and other purposes concerning the Service.

##### D.2.b. Notices to You Regarding the Service

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described above.

##### D.2.c. Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number) and/or email address, you consent to receiving calls and/or emails from us and our Service Providers at that number and/or email address for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made

by an automatic telephone dialing system from us or our affiliates and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. *Please review our Privacy Policy for more information.*

#### D.3. Defined Terms

Capitalized terms not otherwise defined are defined in Section 23 below.

#### D.4. The Service

The EBPP Service enables you to receive, view, and pay bills from the Site.

##### D.4.a. Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any date past the Due Date or grace period. Depending on the method of payment, your Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Account may be debited earlier than the Scheduled Payment Date.

##### D.4.b. Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

i) When the Service receives a Payment Instruction, you authorize the Service to debit your Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

ii) **The Service will attempt to make all your payments properly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:**

1. If, through no fault of the Service, your Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Account or causes funds from your Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### D.4.c. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted.

#### D.4.d. Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must notify us as described in Section 2 above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. If you provide us with a stop payment request verbally, the Service may also require you to present your request in writing within fourteen (14) days of the verbal request. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### D.4.e. Exception Payments Requests

Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.

#### D.4.f. Bill Delivery and Presentation

The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- i. Presentation of electronic bills** – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- ii. Paper Copies of electronic bills** – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- iii. Sharing Information with Billers** – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
- iv. Information held by the Biller.** We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and

passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

- v. Activation.** We will notify the Biller of your request to receive electronic billing information. The presentation of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- vi. Authorization to obtain bill data.** You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- vii. Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- viii. Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentation of electronic bills at any time. You may cancel electronic bill presentation at any time. The timeframe for cancellation of your electronic bill presentation may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- ix. Non-Delivery of electronic bill(s).** You agree to hold us harmless should the Biller fail to deliver your bill(s) or statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- x. Accuracy and dispute of electronic bill.** We are not responsible for the accuracy of your electronic bill(s) or statement(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

#### D.4.g. Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make an Exception Payment under this Agreement.

#### D.4.h. Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Account. You may receive notification from the Service.

#### D.4.i. Receipts and Transaction History

You may view your transaction history by logging into the Service and looking at your transaction history. In addition, your transactions will be reflected on your brokerage statements.

#### D.4.j. Prohibited Payments

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

- i. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us of any violations of the Agreement generally.

#### D.4.k. Payment Methods and Amounts

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

#### D.4.l. Failed or Returned Payment Instructions

In using the Service, you are requesting us to attempt to make payments for you from your Account. If we are unable to complete the Payment Instruction for any reason associated with your Account (for example, there are insufficient funds in your Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, we will attempt to debit the Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us. In each such case, you agree that:

- i. You will reimburse us or our Service Providers immediately upon demand of the amount of the Payment Instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Account to allow us to complete the debit processing;
- ii. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Providers;
- iii. [RESERVED]
- iv. You will reimburse us and our Service Providers for any reasonable fees or costs we incur in attempting to collect any amounts from you; and
- v. We and our Service Providers are authorized to report the facts concerning a failed or returned payment to any credit reporting agency.

#### D.4.m. Fees and Additional Charges

- i. [RESERVED]
- ii. Telephone and Internet Fees and Charges. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider in order to utilize the Service.

#### D.5. Errors, Questions, and Complaints

- D.5.a. In case of errors or questions about your transactions, you should as soon as possible notify us as set forth in Section 2 above.
- D.5.b. If you think your periodic statement for your Account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we first send you (or make available to you) the applicable periodic statement for your account that identifies the error. Additionally, you must:

- i. Tell us your name and account number;
- ii. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- iii. Tell us the dollar amount of the suspected error.

D.5.c. If you provide verbal notification, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

#### D.6. Your Liability for Unauthorized Transfers

Immediately following your discovery of an unauthorized Payment Instruction, you should notify us as set forth in Section 2 above. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your brokerage statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) calendar days after the statement was made available to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. You could lose all the money in your Account (plus the maximum amount available via margin, if any). If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the period.

#### D.7. Additional Responsibilities

In addition to your other responsibilities set forth in this Agreement,

##### D.7.a. Address or Banking Changes

It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes may be able to be made within the user interface of the Service or by notifying us as set forth in Section 2 above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Account, Payment Instructions or contact information.

##### D.7.b. Billers, Products and Services

We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments). This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

##### D.7.c. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct

tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

#### **D.7.d. Password and Security**

If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must notify us at once at the telephone number provided in Section 2 above. See also Section 6 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

#### **D.8. Information Authorization**

**D.8.a.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Service, each Service Provider has the right to conduct standard credit screening on you for purposes of authentication, conducting risk assessments, setting risk parameters and transaction limitations in connection with your use of the Service. You agree that each Service Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that each Service Provider reserves the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, and to protect our rights and property. For the avoidance of doubt, such personal information may include, without limitation your name, e-mail address, zip or postal code, account information (e.g. financial data, user identification, password and/or personal information number, as well as the ABA Routing and Transit Number that are specific to your Account). Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement solely for risk management, regulatory compliance, audit reasons and as required by applicable law. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

**D.8.b.** You further agree that we and the Service Providers reserve the right to obtain financial information from a Biller regarding your account with such Biller (for example, to resolve payment posting problems or for verification).

#### **D.8.c. Disclosure of Account Information to Third Parties**

It is our general policy to treat your Account information as confidential. However, we will disclose information to third parties about your Account or the transactions you make in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth in Section 8(a) above:

- i. Where it is necessary for completing transactions, including for resolving posting problems;

- ii. Where it is necessary for activating additional services;
- iii. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- iv. To a consumer reporting agency for research purposes only;
- v. In order to comply with a governmental agency or court orders; or,
- vi. If you give us your written permission.

#### **D.9. Service Termination, Cancellation, or Suspension**

If you wish to cancel the Service, you may notify us as set forth in Section 2 above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

#### **D.10. Intellectual Property**

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

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

#### **D.11. Links and Frames**

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

#### **D.12. Disputes**

##### **D.12.a. General**

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

##### **D.12.b. Arbitration**

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting

relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

#### **D.12.c. Law and Forum for Disputes**

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflict of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 12(b) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 12(b) above. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

#### **D.13. Indemnification**

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

#### **D.14. Release**

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

#### **D.15. No Waiver**

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **D.16. Improper Use**

If we have reason to believe that you have engaged in any of the prohibited payments described in this Agreement or have otherwise breached your obligations

under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service and may not provide our services to you in the future. In addition, we may notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate. The remedies contained in this Section 16 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

#### **D.17. Exclusions of Warranties**

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

#### **D.18. Limitation of Liability**

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

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

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

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

#### **D.19. Complete Agreement, Severability, Captions, and Survival**

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you

with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 6, 7, 8 and 10-20 of this Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

#### D.20. Service Providers

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

#### D.21. Amendments

Subject to applicable law, we may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

#### D.22. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### D.23. Definitions

**"Account"** is a transaction account you hold with use from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service.

**"Affiliates"** are companies related by common ownership or control.

**"Biller"** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

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

**"Due Date"** is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

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

**"Payment Instruction"** is the as the information provided by you to the Service for a bill payment to be made to a Biller (such as, but not limited to, Biller name, Biller

account number, and Scheduled Payment Date).

**"Scheduled Payment"** is a payment that has been scheduled through the Service but has not begun processing.

**"Scheduled Payment Date"** is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

### SECTION E. MISCELLANEOUS

#### E.1 Scope and Transferability

This Agreement shall cover all aspects of the Account, including brokerage (via Advantage Account Agreement), Check writing privileges, Card services and associated Electronic Fund Transfers (via Banking Services Agreement), and electronic bill payment and presentment services (via EBPP Agreement) and shall inure to the benefit of our successors whether by merger, consolidation, or otherwise, and assigns, and we may transfer your Account to our respective successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns.

You cannot transfer ownership of an Account without Janney's permission.

Please contact Janney if you need to change the ownership of an Account. This does not limit your ability, where otherwise permitted, to access your Accounts by writing Checks, using your Card or via other associated Electronic Fund Transfers. None of us is bound by any transfer of ownership or assignment unless we agree separately in writing to be bound by it.

#### E.2 Terminating Agreement

You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, you shall promptly destroy all Checks and Cards. Failure to do so may result in a delay in Janney's complying with your instructions regarding the disposition of assets.

In the event of (a) your insolvency or death, or termination of your existence in the case of a corporation or other legal entity (b) the institution of attachment or garnishment proceedings against you (c) any breach or default of this Agreement by you, or any person authorized to act on your behalf, or (d) the termination of the banking services agreement between BNY Mellon and Janney, the Agreement will terminate without notice to you or to any of your representatives. In case of such termination, you agree to pay all amounts owed to Janney and the applicable service providers incurred pursuant to this Agreement, including any default charges and administrative fees, immediately and upon demand. You may terminate this Agreement at any time by notifying Janney in writing. Janney, BNY Mellon as agent for Janney, may terminate the Agreement at any time, without prior notice. If the Agreement is terminated, you must return or destroy each Card and any unused Checks to Janney and you will remain liable to pay for all Account privileges or purported Account privileges whenever initiated. Janney may withhold releasing funds in your brokerage account for a period of up to thirty (30) days after the termination of the Agreement to allow for processing of outstanding card, check, bill payment and electronic funds transfer transactions.

#### E.3 Garnishment, Execution and Attachment

If any of us is served with any legal process that tries to attach or in some way prevent you from freely using your funds, you give us the right to hold any portion of the funds during any time necessary to finally determine who has the legal right to the funds and pay any balance in the Account to the proper person or authority. All legal actions against your Account are subject to the right of set off and security interest in favor of each of us.

#### E.4 Client Information

You agree to provide to us information that any of us is required by law or regulation to obtain from you.

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## E.5 Telephone Communications

You agree that Janney, BNY Mellon, Bank and EBPP Service Provider may contact you at any telephone number that you provided on your Account application or that is otherwise associated with your Account, including any mobile or cellular telephone number, via automated call or text, with informational or transactional messages regarding your Account. For example, Janney, BNY Mellon, Bank or EBPP Service Provider may call or text you to alert you to potential fraud on your Account or to respond to your questions or complaints.

## E.6 Service Charges/Expenses

We may charge your Account for service charges based upon Account activity or other services related to your Account. We may change the amount of service charges from time to time. A list of such Account charges can be found on Janney's Schedule of Account Service Charges, included in the Account Service Charges & Fees Disclosure, located on [www.janney.com](http://www.janney.com). In addition, Janney will provide you with a list of fees on an annual basis, and upon your request. You agree to repay us all of our expenses, including attorneys' fees and legal expenses, to collect money you owe us because of your Account or for any dispute relating to your Account.

## E.7 Extraordinary Events

To the fullest extent allowable under law, we are not responsible and you agree not to hold us liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to: war, natural disaster, terrorism, government restriction, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts' reports, market volatility or disruptions in orderly trading on any exchange or market.

## E.8 Severability

If and to the extent any term or provision herein is or should become invalid or unenforceable, then (i) the remaining terms and provisions hereof shall be unimpaired and remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

## E.9 Headings

The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights or obligations provided for hereunder.

## E.10 Entire Agreement

**Advantage Account Agreement.** Sections A, B and E of this Agreement constitute the Advantage Account Agreement and reflect the full and entire understanding between the parties with respect to the provisions therein, and there are no oral or other agreements in conflict therewith.

**Banking Services Agreement.** Sections A, C and E of this Agreement constitute the Banking Services Agreement and reflect the full and entire understanding between the parties with respect to the provisions therein, and there are no oral or other agreements in conflict therewith.

**EBPP Agreement.** Sections A, D and E of this Agreement constitute the EBPP Agreement and reflect the full and entire understanding between the parties with respect to the provisions therein, and there are no oral or other agreements in conflict therewith.

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