

# ASCENT PRIVATE CAPITAL REPORTING USE AGREEMENT

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## INTRODUCTION

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The Ascent Private Capital Reporting Use Agreement (“Agreement”) governs the use of all online reporting and Account Aggregation Services (“Ascent Online Services”) available through Ascent Private Capital Management of U.S. Bank N.A. (“Ascent” or “U.S. Bank”) on a computer through a traditional internet connection or on a mobile device through a mobile browser, accessed via <https://ascent.usbank.com>. There may be additional features available as part of Ascent Online Services that are not specifically described in this Agreement and U.S. Bank reserves the right to add or eliminate features of Ascent Online Services. Finally, the availability of certain features of Ascent Online Services may be limited by your access method or access device.

**This Agreement is revised periodically and it may include changes from earlier versions. By accessing and engaging in Ascent Online Services, you agree to the most recent version of this Agreement, which is available to you online. You may withdraw your consent at any time by contacting your Ascent advisor.**

This Agreement contains terms and conditions that apply to your use of Ascent Online Services and is in addition to other agreements and disclosures that apply to and govern your account(s). For example, when you access Ascent Online Services, the terms and conditions of an agency account agreement do not change and continue to apply. If, however, there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address Ascent Online Services, this Agreement will control in resolving those inconsistencies.

If you have any questions, please contact your Ascent advisor.

## ONLINE AND MOBILE SECURITY

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Information you provide in connection with Ascent Online Services will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security, however, is dependent on your responsible behavior in protecting your Log-in Credentials and controlling access to the devices that you use to access Ascent Online Services. For the purposes of this Agreement, “Log-in Credentials” means your personal ID, password, and/or any other unique biometric attribute (such as voice print or fingerprint) used to access Ascent Online Services.

### **Protecting your Log-in Credentials**

As a U.S. Bank customer engaging in Ascent Online Services, you have chosen Log-in Credentials which allow you to access Ascent Online Services. Depending on your device, you may also have the option to use a biometric feature (such as a fingerprint scanner) on your mobile device to

authenticate your identity and gain access to Ascent Online Services. If you choose to activate a biometric feature, it is your responsibility to control access to Ascent Online Services just as you would with your personal ID and password. You are responsible for keeping your Log-in Credentials confidential and are responsible for ensuring that you have logged out when your online session is complete to prevent unauthorized persons from accessing your information. You acknowledge and agree that you shall be responsible for any actions taken by any person or entity to whom you provided your Log-in Credentials or who otherwise accessed Ascent Online Services using your Log-in Credentials.

**Contact your Ascent Advisor if:**

- You believe that your password or other means to access Ascent Online Services has been lost or stolen; or,
- You believe that someone may attempt to use Ascent Online Services without your consent.

**DESCRIPTION OF ASCENT ONLINE SERVICES**

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U.S. Bank engages Addepar, LLC (“Addepar” or “Service Provider”) for the provision of Ascent Online Services. Addepar is an independent third-party vendor engaged by U.S. Bank and is not affiliated with U.S. Bank or its affiliates. For purposes of this Agreement, “Service Provider” means a processor, or other third party that we have engaged to provide capabilities, equipment, or other services in connection with any Ascent Online Services. This includes any agent, independent contractor, or subcontractor of any of the Service Provider. You agree that we have the right under this Agreement to delegate to the Service Provider all of the rights and performance obligations that we have under this Agreement, and that the Service Provider will be a third-party beneficiary of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. U.S. Bank also has the right and authority to engage additional or different Service Providers for the provision of Ascent Online Services and such Service Providers will also be third-party beneficiaries and entitled to the rights and protections of this Agreement. By using Ascent Online Services, you acknowledge that the Service Provider may have access to information that is considered confidential by you and/or U.S. Bank. By accessing and using Ascent Online Services, you agree not to hold the Service Provider responsible or liable for any aspect of Ascent Online Services, including any action, inaction or omission related to the Ascent Online Services. You further acknowledge that the Service Provider may collect analytics, statistics or other data related to the use of Ascent Online Services and may use such analytics, statistics or other data to improve its services and conduct statistical analyses.

Clients of Ascent who have an account agreement with U.S. Bank (including trust, IRA, investment agency, and custody accounts) have access to Reporting Services, as described in this Agreement. Clients of Ascent who have engaged Ascent for Information Management

Services as part of Family Office Services have access to Account Aggregation Services, as described in this Agreement.

### **REPORTING SERVICES**

One aspect of Ascent Online Services is the provision of “Reporting Services.” Reporting Services allow you to view your U.S. Bank account information in different ways to help you better understand your account information.

### **ACCOUNT AGGREGATION SERVICES**

Another aspect of Ascent Online Services is the provision of “Account Aggregation Services.” Account Aggregation Services allow you to view certain information about your accounts held at other financial institutions. These services make it easy for you to view several of your accounts, whether held at U.S. Bank or another financial institution, in one place.

#### **Linking Third-Party Accounts**

You may access Account Aggregation Services by completing one or more letters of authorization, through which you grant the Service Provider access to third-party sites designated by you to retrieve information you authorize. The Service Provider provides these letters of authorization based on its arrangements with various third parties. U.S. Bank has no role in creating or reviewing these letters, and when you complete the letters of authorization, you are agreeing to the terms without advice or counsel from U.S. Bank regarding those terms.

To access Account Aggregation Services, alternatively, you may authorize us to access third-party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. This requires you to grant U.S. Bank a limited power of attorney, and you hereby appoint U.S. Bank as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third-party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. In such cases, you acknowledge and agree that when we access and retrieve information from third-party sites, we are acting as your agent. You agree that third-party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

You understand and agree that our Account Aggregation Services are not endorsed or sponsored by any third-party account providers accessible through the service.

#### **Limitations**

Some third-parties may limit (or block) Account Aggregation Services. You are responsible for understanding whether such limitations exist and how these limitations may impact your ability

to link accounts held with these third parties. We are not liable for errors that may result from limitations imposed by third parties.

Account Aggregation Services are only available for select types of accounts.

### **Third-Party Aggregation Services (other than Account Aggregation Services through Ascent Online Services)**

Some third-party companies offer aggregation services that allow you to consolidate your financial account information from a variety of sources so that you can view your various accounts at a single online location, similar to the functionality of the Ascent Account Aggregation Services. These aggregator services may require you to provide personal identification information including specific account information and your Log-in Credentials. By providing your Log-in Credentials to an aggregation service, you authorize that aggregation service to access your account. Please use caution when providing personal information and Log-in Credentials to aggregation services. You should read and understand the aggregator's privacy and security policies before sharing any personal information with the aggregation service.

Any use of a third-party aggregator site is at your own risk. If you elect to provide your Log-in Credentials or other information about your accounts to an aggregation service (or other third party), you are responsible for the use of your account or the disclosure of any personal information by the aggregation service (or other third party), as set forth above.

## **ADDITIONAL TERMS AND CONDITIONS**

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### **No warranties**

You expressly understand and agree that your use of Ascent Online Services and all information, products and other content (including that of third parties) included in or accessible from Ascent Online Services is at your sole risk. Ascent Online Services are provided on an "as is" and "as available" basis. U.S. Bank, its affiliates and the Service Provider expressly disclaim all warranties of any kind as to the service and all information, products and other content (including that of third parties) included in or accessible from our Ascent Online Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

U.S. Bank, its affiliates and the Service Provider make no warranty that (I) our Ascent Online Services will serve any purpose beyond those specifically contracted for, (II) the Ascent Online Services will be uninterrupted, timely, secure, or error-free, (III) the results that may be obtained from the use of our Ascent Online Services will be accurate or reliable, (IV) the quality of any products, services, information, or other material purchased or obtained by you through Ascent Online Services will meet your expectations, or (v) any errors in the technology will be corrected.

### **Limitation of Liability; Indemnification**

In no event will U.S. Bank be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages to equipment, for loss of profits, goodwill, use, data, or other intangible losses (even if advised of the possibility of such damages), whether caused by or resulting from (1) the use or the inability to access the services described within this Agreement; (2) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (3) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through the services described within this Agreement, or (4) any other failure, action, or omission.

You agree to indemnify, defend, and hold us harmless from any and all third-party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from (1) a third-party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through the services described within this Agreement; (2) any fraud, manipulation or other breach of this Agreement by you; (3) your violation of any law or rights of a third party; or (4) use of the services described within this Agreement by any third party. U.S. Bank reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

### **Equipment**

You are responsible for and must provide all mobile devices, computers, and/or other equipment, software (other than any software provided by us), and services necessary to access Ascent Online Services. If using a computer or mobile device, you may need additional software that is capable of opening .pdf format files (such as Adobe® Acrobat®) to view, print and/or save certain documents and legal notices. In the event your mobile device, computer and/or other equipment is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of your equipment or device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

### **Intellectual Property Rights**

All content connected with Ascent Online Services (e.g., websites) are the exclusive property of U.S. Bank, its licensors, and/or Service Provider, and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the Ascent Online Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with Ascent Online Services.

The trademarks, logos, and service marks displayed in connection with Ascent Online Services are the registered and unregistered trademarks of U.S. Bank and/or its Service Provider. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with any Ascent Online Services should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of U.S. Bank or the Service Provider, which has rights to such trademark, as appropriate.

### **No Legal, Accounting or Professional Advice**

The content provided through Ascent Online Services is not intended to constitute and should not be considered as legal, accounting, or other advice of any kind. If legal, accounting, or other advice or assistance is needed, you should retain an independent third-party advisor.

### **Accessing Ascent Online Services from Outside the United States**

The products and services described herein are only offered in jurisdictions where they may be legally offered. Not all securities, products, or Ascent Online Services are available in all countries and you understand that the described products and services are intended for customers located in the United States. You also understand that U.S. Bank is based in the United States, and that all information and transactions available within Ascent Online Services are reflected as U.S. currency.

U.S. Bank does not make any representations that any content or use of any Ascent Online Services is appropriate or available for use in locations outside of the United States, and accessing Ascent Online Services from territories where any content or use of any Ascent Online Services is illegal is prohibited. If you choose to access Ascent Online Services from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

### **No Illegal Use**

You may only use Ascent Online Services (including web sites) for lawful purposes. You agree not to use any Ascent Online Services to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with Ascent Online Services. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

### **Export Control**

You acknowledge that your use of Ascent Online Services is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of Ascent Online Services and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer any Ascent Online Services except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Ascent Online Services in any embargoed or sanctioned country.

## **Changes in Terms of Use**

We reserve the right to modify this Agreement at any time. You will receive notice when any changes are made that materially affect your rights. By accessing your account and continuing to engage in Ascent Online Services, you agree to the most recent version of this Agreement.

## **Delay or Suspension of Service**

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct in using any Ascent Online Services constitutes a “Threatening Condition” (including but not limited to, violation of this Agreement, violation of any applicable laws, rules, regulations or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider), we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of any Ascent Online Services without notice.

## **Term and Termination**

We may terminate all or part of this Agreement and your use of any or all Ascent Online Services for any reason and at any time with or without prior notice. You agree that you will immediately stop using Ascent Online Services upon our request.

You may voluntarily terminate your access to Ascent Online Services and withdraw your consent to this Agreement by contacting your Ascent advisor. If you terminate your access and/or withdraw your consent to this Agreement, you will no longer have access to any of the Ascent Online Services.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to your liability, intellectual property, warranty disclaimers, limitations of liability, and indemnification.

## **Severability; Headings**

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

## **Assignment**

You may not assign this Agreement to any other party. U.S. Bank may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider.

**Governing Law and Venue**

Use of Ascent Online Services and this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota and the United States of America, without regard to conflict of law principles. By using Ascent Online Services, you agree that all legal proceedings, whether at law or in equity, related to this Website or the Pivot Content shall be filed in and adjudicated solely in the state or federal courts located in the State of Minnesota. You further consent and submit to the exclusive personal jurisdiction and venue of such courts for the purpose of litigating any such matters.

**Complete Agreement**

This Agreement represents the sole and exclusive agreement between you and us regarding Ascent Online Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.