

MoneyGuidePro® Agreement

Welcome to MoneyGuidePro®, powered by PIETech, Inc. MoneyGuidePro® offers a variety of online analysis tools and services designed to help you better understand your finances. This Agreement (“**Agreement**”) governs your use of the MoneyGuidePro® services available through your online session at www.usbank.com. There may be additional Services that are not specifically described in this Agreement and we reserve the right to add or eliminate Services.

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

This Agreement contains terms and conditions that apply to your use of the various Services and is in addition to the Online and Mobile Financial Services Agreement and any other agreements and disclosures that apply to your account(s). If there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address these Services, this Agreement will control in resolving those inconsistencies.

If you have any questions, please contact your financial advisor or account/relationship manager. Alternatively, you may reach U.S. Bank National Association by calling 800.872.2657, and you may reach U.S. Bancorp Investments, Inc. by calling 800.888.4700.

DEFINITIONS

The following definitions apply in this Agreement except to the extent any term is separately defined elsewhere in this Agreement.

- The words “**we**,” “**our**,” and “**us**” mean **U.S. Bank National Association (“U.S. Bank”), U.S. Bancorp Investments, Inc. (“U.S. Bancorp Investments”)**, its respective Service Providers, affiliates, successors, and assigns.
- The words “**you**” and “**your**” means the person or person(s) that accesses or uses the Services.
- “**Client Information**” means any personal information which is input by either you, your financial advisor or account/relationship manager, or your agent. Client Information includes, without limitation, your first and last name, gender, date of birth, marital status, state of residence, answers to risk tolerance questionnaire and/or risk tolerance score, summary of asset information (i.e. total values, asset class distributions and additional contributed assets). Client Information also includes optional input information including, without limitation, detailed asset information by holdings, employment status, annualized employment income, retirement age, retirement expense needs, retirement income sources and amounts, social security wage history, years and amounts of financial goal expenses, insurance policies (including values and type), liabilities (by type and amount), target portfolio allocation, and projections (of current trajectory based upon inputs, probability analysis and insurance needs).
- “**Content**” means all text, software, tools, copy, graphics, charts, graphs, materials, information, data, pictures, audio-visual works, recordings, Reports, Third Party Services and Third Party Feeds that are published through the Service, including, without limitation, all underlying intellectual property and proprietary rights. Notwithstanding the foregoing, Content excludes all Client Information.
- “**Service(s)**” means MoneyGuidePro®, and any of the hosted software tools for Clients and/or their financial advisor or account/relationship manager to run projected financial planning simulations based upon Client Information and includes, unless expressly stated otherwise, any Third Party Services and Third Party Feeds.
- “**Service Providers**” means PIETech, Inc., and any other third party that we have engaged to provide equipment, or other services in connection the Services. This includes any agent, independent contractor, or subcontractor of any of the foregoing. 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.
- “**Third Party Feeds**” means all information, data, text, copy and materials provided by any third party, including but not limited to Morningstar, Inc., and made available to you through the Service.
- “**Third Party Service**” means any application or service provided by any third party, including but not limited to Yodlee, Inc., and made available to you through the Service.

PRIVACY & CONFIDENTIALITY

Protecting your privacy is important to us. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using the Services will be governed by the provisions of the U.S. Bank and U.S. Bancorp Investments Privacy Pledge (collectively “**Privacy Pledge**”), including the Consumer Privacy Pledge and the Online Privacy and Security Policy, which are available online, on the mobile application, or by contacting your financial advisor or account/relationship manager. Personal information about you, and the transactions you make, will be used for the purpose of engaging in the Services as well as for internal purposes (i.e., aggregate demographic analyses, internal marketing studies and statistical analyses). For most accounts, unless you exercise the option to prohibit sharing information within the U.S. Bancorp family or with our financial partners as described in our Privacy Pledge, personal information about you may be used to determine your eligibility for financial products and services that may be offered by us, our affiliates, and financial partners. We may also disclose information to third parties about your account or the transactions you make in accordance with the law as outlined in the Privacy Pledge.

Monitoring and Recording Communications

You understand and agree that we may monitor and/or record any communications between you and us (or our Service Providers) for quality control and other permitted business purposes. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

FEES AND CHARGES

The Service is provided at no cost to you, but fees and charges may be changed in our sole discretion; you will receive notice of such changes in accordance with applicable law. **You are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, internet service provider, or any other third party provider you may engage.**

LICENSE

You are hereby granted a limited right to use the Service in accordance with this Agreement. You or your financial advisor or account/relationship manager may download and/or print a copy of the Content provided in the Service solely for your own personal use, provided the Content is not modified in any way and all copyright and other proprietary notices are kept intact. Except as provided in this section, no other use of the Content or Service is permitted, and permission to reprint or electronically reproduce any document or graphic in whole or in part for any other purpose is expressly denied, unless prior written consent is obtained from the respective copyright holder(s).

NATURE OF SERVICES

You are granted access to your MoneyGuidePro financial plan using your previously established log-in credentials that you use to access online and mobile financial services. This access will enable you to actively participate in the planning process by modifying your plan inputs, aggregating external accounts, reviewing your plan results and financial advisor or account/relationship manager recommendations, and accessing previously generated reports. In addition, tools can be made available that empower you to review the impact to your plan of various items such as adjustments to savings, spending, retirement age, and other common concerns (e.g. increases in inflation, decreases in portfolio returns, reduction of Social Security benefits, etc.). **Any adjustments made by you through the portal are not recommendations by your financial advisor or account/relationship manager.** You should contact your financial advisor or account/relationship manager to discuss the changes you make and the long-term impact on your plan. Furthermore, any issues such as failed account updates through account aggregation should be communicated to your financial advisor or account/relationship manager in order to receive assistance.

This Service does not constitute tax advice and does not consider effects on your taxes. You should discuss any changes you wish to make to your portfolio with your tax advisor.

ADDITIONAL TERMS AND CONDITIONS

Equipment

You are responsible for and must provide all telephones, mobile devices, computers, and/or other equipment, software (other than any software provided by us), and services necessary to access the 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 your loan documents and legal notices.

Tools and Calculators; Personal Financial Management Software

Our Services may contain financial tools and calculators. We provide these tools and calculators as a service to you, for educational purposes only. We do not guarantee the accuracy of the tools or calculators or the results. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use of the tools and calculators.

Links to Other Internet Sites and Third Party Services

Our websites and Services may contain links to other websites, merchandise, and services provided, owned or operated by third parties; these links do not imply our endorsement or approval of material on any third party website. The linked websites are not under our control and we are not responsible for the availability, content, products, services, advertising, or other materials available on the third party websites. The privacy policies of third party websites may provide less security than our web sites so we strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning third party websites, merchandise, and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to any third party website, merchandise, or service and we are not responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any third party website.

Intellectual Property Rights

All content connected with the Services (i.e. our websites and mobile applications) are the exclusive property of U.S. Bank, U.S. Bancorp Investments, its licensors, and/or Service Providers, and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the 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 the Services.

The trademarks, logos, and service marks displayed in connection with the Services are the registered and unregistered trademarks of U.S. Bank, U.S. Bancorp Investments, and/or its Service Providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with any Service 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, U.S. Bancorp Investments, or the third party, which has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding any Service (including but not limited to our web sites) shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Accessing the 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 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 and U.S. Bancorp Investments are based in the United States, and only accept U.S. currency.

We do not make any representations that any content or use of any Service is appropriate or available for use in locations outside of the United States, and accessing the Services from territories where any content or use of any Service is illegal is prohibited. **If you choose to access the 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 the Services (including our web sites and mobile applications) for lawful purposes. You agree not to use the Service 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 the 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 the 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 the Service and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer any of the Services except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the Services in any embargoed or sanctioned country such as Iran, North Korea, Sudan, and Syria.

Changes in Terms of Use

We reserve the right to modify this Agreement at any time. You will receive notice in accordance with our E-SIGN Consent agreement and applicable law when any changes are made that materially affect your rights. **By accessing your account and continuing to engage in the 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 Service 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 Service without notice.

Term and Termination

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

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

No Warranties

Neither U.S. Bank, U.S. Bancorp Investments, nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness or timeliness of the Services, including but not limited to the information, materials, products and services on our web

sites or the error free use of our web sites. All Services, including but not limited to our web sites, materials, products, and services, are provided “As Is” and “As Available” without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions or document submissions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than through the Service to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

Limitation of Liability; Indemnification

In no event will U.S. Bank, U.S. Bancorp Investments, or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors 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 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 (i) the use or the inability to use any Service; (ii) 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; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through any Service, or (iv) any other failure, action, or omission.

You agree to indemnify, defend, and hold U.S. Bank, U.S. Bancorp Investments, and its affiliates, officers, directors, employees, consultants, agents, other Service Providers and licensors (“**Covered Parties**”) 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 (a) 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 any Service; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against a Covered Party arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) use of any the Service or use of your account by any third party. U.S. Bank and U.S. Bancorp Investments reserve the right, at its 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 U.S. Bank and/or U.S. Bancorp Investments in asserting any available defenses. You will not settle any action or claims on any Covered Party’s behalf without the prior written consent of U.S. Bank and/or U.S. Bancorp Investments.

Waiver

We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement, unless our waiver is in writing and signed by an authorized officer of U.S. Bank or U.S. Bancorp Investments, or its affiliates. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

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. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider.

Complete Agreement

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