# Edward Jones<sup>®</sup>

# **Edward Jones Online Access for Prospective Clients Terms and Conditions**

Online Access for Prospective Clients provides you with electronic access to Services and Information and allows you to communicate electronically with Edward Jones before becoming an Edward Jones client.

These terms and conditions ("Terms") govern your access to and use of Online Access for Prospective Clients ("Site"), and the services ("Services") and information ("Information" and collectively with Site and Services, "Online Access for Prospective Clients") contained therein. By agreeing to these Terms, as well as by viewing or using Online Access for Prospective Clients, you accept these Terms. These Terms are in addition to, and do not change or modify, any other agreement between you and Edward Jones.

Edward Jones may change these Terms at any time and without notice by updating them at edwardjones.com/disclosures. You agree that if you use Online Access for Prospective Clients after these Terms are updated, you will be bound by such change. At the time of a change to these Terms, you have the right to reject such change by discontinuing your use of the Site.

You acknowledge that (a) nothing in the site constitutes an offer to sell, or a solicitation of an offer to buy a security; (b) you have read in its entirety, understand and agree to be bound by these Terms; (c) Online Access for Prospective Clients does not provide or constitute investment, tax or legal advice, and you will not use it as such; (d) Edward Jones and its employees, representatives, and agents can record (in any form), retain and use any communication or information transmitted between you and Online Access for Prospective Clients; and (e) certain Services may have additional terms and conditions, and your use of such Services constitutes your agreement to these additional terms and conditions.

# 1. Online Access for Prospective Clients

- (a) By proceeding, you certify that you are the person that is identified in the information provided and have given Edward Jones permission to contact you by email or telephone. You agree not to use electronic communication to transmit personal credit information (including credit card numbers).
- (b) If you become a client of Edward Jones, you will no longer have access to Online Access for Prospective Clients. To continue to use Edward Jones Online Access, you will be required to consent to Online Access for clients' terms and conditions.
- (c) You are responsible for the selection, installation, maintenance and operation of any hardware or software you use to access or use the Site. Edward Jones is not responsible for any errors, failures or malfunctions of your computer or software. Edward Jones reserves the right to change the system requirements for using Online Access for Prospective Clients.
- (d) You acknowledge and agree that (i) your Email Address you have provided in Online Access for Prospective Clients or to your financial advisor ("Email Address") is valid, and you have a device with internet access capable of accessing the Site and viewing and printing PDF files; (ii) by consenting to use the Site, you are demonstrating that you have the ability to view and print information through electronic means; (iii) notwithstanding your consent to receive information via Online Access for Prospective Clients, Edward Jones may at any time and for any reason instead deliver such information in paper form via U.S. mail; (iv) your consent remains in effect until you withdraw it.

#### 2. User ID and Password

(a) You can be provided with or create a user ID, and you will create your own unique password. You can change your user

- ID and password (collectively, "Login") on the Site. Your Login is for your personal use only.
- (b) You are responsible for the confidentiality of your Login and agree not to share your Login with a third party. You are responsible for all acts or omissions occurring under your Login. You agree to notify Edward Jones immediately if you (i) believe your Login has been lost or stolen; (ii) believe the confidentiality of your Login has been compromised; or (iii) learn of a possible or actual unauthorized use of your Login.
- (c) Edward Jones reserves the right to suspend or revoke your Login at any time without notice.

## 3. Electronic Delivery of Communications

- (a) In order to be eligible to receive electronic communications in Online Access for Prospective Clients, you will need to verify your Email Address in accordance with our verification processes. You may, at no cost to you, request a paper copy of any information delivered electronically by contacting your Edward Jones financial advisor.
- (b) You authorize Edward Jones to deliver information to you by email or by sending you a physical or electronic notice that directs you to www.edwardjones.com or another website or internet address where the information can be viewed or printed. Contact us immediately if you have any difficulty accessing your information electronically or if you have any questions about the Site.
- (c) You may cancel your use of this Site by contacting Online Client Support at 800-441-5203. Any changes will be active within 30 days unless you are otherwise notified by Edward Jones.
- (d) You are responsible for updating Online Access for Prospective Clients or your financial advisor if you change your Email Address ("New Email Address"). If you provide

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- such notice of a New Email Address, you consent to Edward Jones ceasing communication to the prior Email Address and begin communication to the New Email Address.
- (e) Electronic communications will stop if you do not verify the New Email Address. If you later verify the New Email Address, electronic communications will resume. You acknowledge that electronic delivery only relates to information required to be delivered to you by law, and that if you cancel your use of this Site, Edward Jones can still deliver any other information to you via electronic means.
- (f) You acknowledge that certain risks exist with electronic communications, including but not limited to unauthorized access, systems outages, and disruptions in telecommunications services. Email is not private or secure and emails are not encrypted. Electronic communications may contain private or sensitive information and you agree to safeguard your Email Address. The safeguarding of your Email Address is your sole responsibility, and failure to safeguard your Email Address may result in others viewing your private information.

## 4. Limitation of Liability

By consenting to these terms, you hereby release from liability Edward Jones, its Service Provider, principals, associates, employees, affiliates, vendors, licensors and agents from (i) any loss or damages incurred by you related to your use, attempted use, unauthorized use, performance, or inability to use Online Access for Prospective Clients, including damages caused by delays, errors, inaccuracies, unreliability of Services or Information, loss of data or software restoration; or (ii) special, incidental, consequential, indirect or punitive damages related to your use of Online Access for Prospective Clients, including but not limited to unauthorized access to or alteration of your transmissions or data.

# 5. Restrictions on Use of Online Access for Prospective Clients

- (a) All Online Access for Prospective Clients content is the property of Edward Jones or its licensors and is protected by applicable copyright, patent, trademark or other intellectual property law. You may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate or commercially exploit Online Access for Prospective Clients content without Edward Jones' written consent. You also agree not to use any Online Access for Prospective Clients content for any unlawful purpose.
- (b) Online Access for Prospective Clients is being provided for your personal, non-commercial use and display. You may print a hard copy of Information for your personal reference, provided you agree not to remove any copyright or other notices.
- (c) Although Online Access for Prospective Clients includes material about the investment process generally, Edward Jones is not providing personal investment advice through Online Access for Prospective Clients. Transmission or use of any material in violation of these Terms, any applicable law,

- rule or regulation, or the rights of any third party is prohibited. This includes but is not limited to material that is copyrighted; protected by trademark, trade secret or patent; defamatory, threatening, obscene, lewd or indecent; or material that results in an invasion of privacy.
- (d) You may not use this Site in any manner that would negatively impact it. You may not use any means of systematic retrieval of data or other content from this Online Access for Prospective Clients other than those expressly permitted. You may not obtain, or attempt to obtain, access to any material or information on this Site through any means not expressly authorized by Edward Jones. You may not use another person's login information to access or use this Online Access for Prospective Clients.
- (e) You may not frame any Online Access for Prospective Clients content. You must obtain Edward Jones' consent before creating a hyperlink or similar connection to Online Access for Prospective Clients.

## 6. Disclaimer of Warranties

EDWARD JONES AND ITS SERVICE PROVIDER, PRINCIPALS, ASSOCIATES, EMPLOYEES, AFFILIATES, VENDORS, LICENSORS AND AGENTS EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ERROR-FREE AND UNINTERRUPTED SERVICE.

# 7. Your Representations and Warranties

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

## 8. Confidentiality

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

#### 9. Sharing of Information

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

#### 10. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Missouri without giving effect to the choice of law or conflict of laws provision thereof.

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#### 11. Fees

There is no charge for using Online Access for Prospective Clients.

#### 12. Termination

Edward Jones may terminate your access to Online Access for Prospective Clients at any time, for any reason, and without notice. Additionally, any violation or breach by you of these Terms will be cause for Edward Jones to terminate your access to Online Access for Prospective Clients without notice. Paragraphs 5-11 of these Terms shall survive such termination.

#### 13. Miscellaneous

- (a) Edward Jones' failure to insist at any time upon strict or timely compliance with these Terms, or its delay or failure to exercise any power or right, shall not waive Edward Jones' later exercise of that power or right.
- (b) If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions shall remain valid and in effect to the fullest extent possible.
- (c) If you become a client of Edward Jones and choose to use Online Access for Clients, in the event of a conflict between these terms and Online Access for Clients terms, Online Access for Clients terms will apply. Certain of these Terms shall by their nature continue in full force and effect after termination of your use of Online Access for Prospective Clients, including any authorizations you have granted, all disclaimers of warranties and limitations of liability, and indemnification provisions.
- (d) Online Access for Prospective Clients may contain links to third-party sites or materials. These third-party sites and materials may be subject to different privacy and security policies and settings than Online Access for Prospective Clients and, by accessing or using these third-party sites and materials, you consent to each third party's terms of access and use.

#### 14. Indemnification

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

