# Edward Jones<sup>®</sup>

# **Debit Card Fraud Alerts Message Service Terms & Conditions**

These ("Terms and Conditions") apply to the Debit Card Fraud Alerts Message Service ("Service") provided in connection to your Edward Jones Visa® Debit Card ("Card"), and are a legal agreement among you, Edward D. Jones & Co., L.P. ("Edward Jones"), and BNY Mellon Investment Servicing Trust Company ("BNY Mellon").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR CARD AND ENROLLING IN EDWARD JONES TEXTING, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACTIVATE YOUR CARD OR ENROLL IN EDWARD JONES TEXTING.

#### Definitions

Within these Terms and Conditions, "you" and "your" refer to the client whose name is located on the Card or any authorized user of the Card. "We", "us", and "our" refer to Edward Jones and BNY Mellon.

#### The service

The Debit Card Fraud Alerts Message Service is intended to provide you prompt notice when there is suspicion of fraud detected with your Card. Fraud alerts messages will be sent via SMS text message to the mobile telephone number you have designated to us. You may update those designations by contacting your financial advisor, or if you are enrolled in Online Access under Settings at edwardjones.com/login.

THE ALERTS THAT ARE SENT TO YOU THROUGH THE SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE THESE TERMS AND CONDITIONS, YOUR CARDHOLDER AGREEMENT, YOUR DEBIT CARD FRAUD ALERTS MESSAGE SERVICE TERMS AND CONDITIONS, OR ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR CARD ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT.

### **Cardholder Agreement**

The Debit Card Fraud Alerts Message Service Terms and Conditions do not impact any other agreement we have with you. The terms and conditions for your Card that are/were provided to you when your debit card was issued and amended from time to time remain in full force and effect regardless of whether or not you use the Fraud Alerts Message Service. You can access your Edward Jones Visa® Debit Card Account Agreement and Disclosure Statement Terms and Conditions at edwardjones.com/ debit-card-disclosure.

## **Edward Jones Texting Terms and Conditions**

The Debit Card Fraud Alerts Message Service Terms and Conditions does not impact any other terms and conditions you have agreed to. The Edward Jones Texting Terms and Conditions provided to you when you enrolled and amended from time to time remain in full force and effect regardless of whether or not you use the Fraud Alerts Message Service. You can access your Edward Jones Texting Terms and Conditions at edwardjones.com/ text-term (Online Access users) or edwardjones.com/textingterms (non-Online Access users).

If at any time you opt out of the text message services offered directly and exclusively by Edward Jones, which are separate from the Fraud Alerts Message Service, you will also automatically be opted out of the Service.

#### For Help & Support

For help in response to a message, send "HELP" to 47021.

For support, contact us at 888-289-6635.

### Fees for the Service

The Service is provided to you at no cost. The frequency with which you will receive fraud alerts messages will vary, as messages will be sent only when there is suspicion of fraud with your Card. You will not be charged for alerts received or for your replies. However, in the future, your wireless communications provider ("Wireless Carrier") may charge you for alerts received and/or replies sent in connection with the Service. You should contact your Wireless Carrier for complete pricing details. You are responsible for any fees or additional charges levied by your Wireless Carrier in connection with the Service.

### **Terminating the Fraud Alerts Message Service**

You can opt out of the Fraud Alerts Message Service at any time by texting "STOP" to 47021. In addition, you may opt-out by texting "STOP" as a reply to any message received as part of the Service. If you reply "STOP" you will receive an opt-out confirmation text message, and a letter confirming your decision will be delivered to you electronically or physically, according to the delivery preference established for your Edward Jones account. That letter will also describe how to opt out of all text messages from Edward Jones, not just fraud alerts messages associated with your Card, if that is your preference.

## Service Availability/Interruption

The Service is generally available when you have your mobile device within operating range of your Wireless 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 the condition of any hardware, software, or networks associated with bringing you the Service including, but not limited to, your mobile device. We are not liable to you if you are unable to receive fraud alerts messages on your mobile device at the mobile telephone number you provided. We are not liable for delayed or undelivered

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messages. Mobile carriers are not liable for delayed or undelivered messages.

#### Your Data & Privacy

You agree that we may collect, transmit, store and use certain information about you and the use of your Card in connection with the Service. The transmission, storage and usage of this data is governed by the privacy policy applicable to your Card or the underlying Edward Jones account.

You understand and acknowledge that the content of fraud alert messages will be transmitted over various third-party networks and systems and that we are not responsible for the security of such information or data.

#### **Suspension or Cancellation of Services**

You acknowledge that the Service may be temporarily or permanently interrupted, restricted, modified, suspended or discontinued with or without cause or prior notice to you. You agree that we are not liable to you or to any third party for any interruption, restriction, modification, suspension or discontinuation of the Service.

# Changes to the Terms and Conditions or the Service

Edward Jones may change these Terms and Conditions at any time and without notice by updating them at edwardjones.com/ fraudtextalert. You agree that if you use the Service after the effective date of the update to the Terms and Conditions, you will be bound by such change. You have the right to reject such changes by opting out of the Service by texting "STOP" to 47021.

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.

#### 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 these Terms and Conditions and/or your use of the Service.

#### **Notices from You**

Any notice you provide to us will be effective upon our receipt of such notice, providing that we have had a reasonable time to review and act upon your notice.

#### **Disclaimer of 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.

#### **Disclaimer of Liability**

IN NO EVENT SHALL WE, OUR PARENTS, AFFILIATES, SERVICE PROVIDERS AND THEIR OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE 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.

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