

# Aggregation Services End User Terms

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Charles Schwab & Co., Inc. ("Schwab," "we," or "us") makes available to you services and methods (the "Aggregation Services"), some of which are performed by Service Providers (defined below), designed to compile in one place financial information obtained from accounts at different institutions. These Aggregation Services made available by Schwab, either alone or in conjunction with its affiliates, agents, and partners, are subject to the terms and conditions of the Schwab Online Services Agreement (available on Schwab.com) (the "SOSA"), as supplemented by this Agreement, and any other applicable rules, guidelines, or other conditions that govern its use, as they may be amended by Schwab from time to time. "Schwab Services" shall have the same meaning as set forth in the SOSA and shall also include the Aggregation Services. Any other terms used but not defined herein shall have the meanings set forth in the SOSA. In the event of conflict between this Agreement and the SOSA, the terms of the SOSA shall govern.

**Provide Accurate Information.** You, the end user, agree to provide true, accurate, current, and complete information about yourself and your accounts maintained at other websites, and you agree to not misrepresent your identity or your account information. You agree to keep your account information, including your authentication credentials (e.g., user name[s] and password[s]), up to date and accurate.

**Proprietary Rights.** Except as otherwise permitted by Schwab, no materials from the Schwab Services or any site owned, operated, licensed, or controlled by Schwab may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may download material displayed on the Schwab Services for non-commercial, personal use. If you do so, you agree to retain all copyright and other proprietary notices contained on the materials. You may not use, distribute, modify, transmit, or post the content of the Schwab Services for public or commercial purposes, including any text, images, audio, or video without Schwab's written permission.

**Content You Provide and Is Derived by Use of the Schwab Services.** You are licensing to Schwab and its unaffiliated, third-party service providers (each a "Service Provider"), any information, data, passwords, materials, or other content (collectively, "Content") you provide through or to the Schwab Services. Schwab and Service Provider may use, modify, display, distribute, and create new material using such Content to provide the service to you. Schwab and Service Provider may also use, sell, license, reproduce, distribute, and disclose aggregate, non-personally identifiable information that is derived through your use of the Schwab Services. By submitting Content, you agree that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Schwab and Service Provider may use the Content for the purposes set out above. As between Schwab and Service Provider, Schwab owns your confidential account information.

**Third-Party Accounts.** By using the Schwab Services, you authorize Schwab and Service Provider to access third-party sites designated by you, on your behalf, and to retrieve information from such third-party sites, including without limitation information regarding your accounts held with such third parties, such as account balances, positions, position values, and transaction history. For all purposes hereof, you hereby grant Schwab and Service Provider a limited power of attorney, and you hereby appoint Schwab and Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, 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. YOU ACKNOWLEDGE AND AGREE THAT WHEN SCHWAB OR SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD-PARTY SITES, SCHWAB AND SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. 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 the service is not endorsed or sponsored by any third-party account providers accessible through the service. You understand that if you have arranged for additional security controls, such as two-factor authentication with a third-party account provider, the third-party account provider may not require the Service Provider to apply such security controls to use the Schwab Services described herein.

**Aggregation Services.** Schwab will aggregate and display your Schwab and third-party account information through the Schwab Services. Schwab will also make your third-party account information available to certain of its employees in order to provide related services to you and make you aware of other products and services that may be of interest to you.

**Privacy and Security.** Schwab's Service Provider will have access to the authentication credentials and other account information you provide for third-party accounts and will use them only to obtain the authorized account information. The Service Provider utilizes security practices that meet current industry standards. Neither your authentication credentials nor third-party account numbers will be made available to Schwab or visible to Schwab employees. Schwab will use and maintain any personal information that is made available in accordance with Schwab's privacy policy. The privacy policies of the third-party institutions for which you have provided us authentication credentials apply to the interactions we carry out with them on your behalf. Neither you nor Schwab will be able to take any action on a third-party account through the Aggregation Services.

**DISCLAIMER OF WARRANTIES.** ALTHOUGH SCHWAB TRIES TO PROVIDE ACCURATE AND TIMELY INFORMATION THROUGH ITS SCHWAB SERVICES, THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS. SCHWAB RESERVES THE RIGHT TO MAKE CHANGES AND CORRECTIONS AT ANY TIME, WITHOUT NOTICE. THE INFORMATION PROVIDED THROUGH THE SCHWAB SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE." SCHWAB DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS, OR OTHER ITEMS CONTAINED IN THE SCHWAB SERVICES. SCHWAB PROVIDES NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. SCHWAB EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION CONTAINED IN THE SCHWAB SERVICES. SCHWAB MAY CHANGE INFORMATION CONTAINED IN THE SCHWAB SERVICES AT ANY TIME AND MAKES NO COMMITMENT TO UPDATE THE INFORMATION CONTAINED IN THE SCHWAB SERVICES. YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE SCHWAB SERVICES.



FURTHER, SCHWAB MAKES NO WARRANTIES REGARDING THE SCHWAB SERVICES. SCHWAB AND ITS AFFILIATES AND AGENTS (INCLUDING THIRD-PARTY SERVICE PROVIDERS) DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SCHWAB SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCHWAB OR THROUGH OR FROM THE SCHWAB SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**LIMITATION OF LIABILITY AND INDEMNIFICATION.** YOU AGREE TO INDEMNIFY AND HOLD SCHWAB AND ITS AFFILIATES, AGENTS, EMPLOYEES, AND LICENSORS (INCLUDING THE THIRD-PARTY SERVICE PROVIDERS) HARMLESS FROM ANY CLAIM, DEMAND, LOSS, COSTS, OR EXPENSE, INCLUDING ATTORNEYS' FEES, MADE BY ANY PERSON ARISING OUT OF YOUR VIOLATION OF THIS AGREEMENT, STATE OR FEDERAL SECURITIES LAWS OR REGULATIONS, OR ANY OTHER PERSON'S RIGHTS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY COPYRIGHT OR VIOLATION OF ANY PROPRIETARY OR PRIVACY RIGHT.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL SCHWAB OR ITS AFFILIATES, AGENTS, EMPLOYEES, OR LICENSORS (INCLUDING THIRD-PARTY SERVICE PROVIDERS) BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY SCHWAB SERVICE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT WILL SCHWAB OR ITS THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TORT, CONTRACT, OR ANY OTHER LIABILITY ARISING IN CONNECTION WITH THE USE OF A SCHWAB SERVICE, OR RELIANCE ON ANY INFORMATION OR SERVICES PROVIDED BY SCHWAB. SCHWAB AND ITS THIRD-PARTY SERVICE PROVIDERS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF SCHWAB OR ITS THIRD-PARTY SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SCHWAB SERVICES; (ii) THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS, OR PERSONALIZATION SETTINGS; (iii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SCHWAB SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SCHWAB SERVICES; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF

ANY THIRD PARTY, EVEN IF THE THIRD PARTY HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SCHWAB SERVICES. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD SCHWAB RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES (INCLUDING THIRD-PARTY SERVICE PROVIDERS) IN CONNECTION WITH THE SCHWAB SERVICES.

Because some states prohibit the limitation of liability for consequential or incidental damages, in such states the limitation of liability only with respect to consequential or incidental damages may not apply to you, and the respective liability of Schwab and its Third-Party Service Providers, employees, distributors, and agents is limited to the greatest extent allowable under applicable law in those states.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail, then you expressly agree that under no circumstances will the total, aggregate liability of Schwab and its Third-Party Service Providers, employees, distributors, agents, or affiliates, to you or any party claiming by or through you for any cause whatsoever, exceed \$100 (U.S.), regardless of the form of action and whether in contract, statute, tort, or otherwise.

**Use of Third-Party Service Providers.** Schwab may use third-party service providers to assist in providing certain Schwab Services with or without notice to you (each, a "Third-Party Service Provider"). Schwab may also change Third-Party Service Providers or may itself provide Schwab Services without the assistance of such third party. You consent and authorize Schwab to delegate the authorizations you provide to Schwab to its Third-Party Service Provider(s) as Schwab deems necessary or desirable to provide the applicable Schwab Service to you. You agree that the terms and conditions of the SOSA, including any of the other terms, conditions, warranty disclaimers, and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third-Party Service Providers and such Third-Party Service Providers are deemed to be third-party beneficiaries of the SOSA, including any other terms, conditions, warranty disclaimers, and liability disclaimers incorporated into this Agreement. You also agree that all references to "Schwab" within the SOSA and any incorporated terms are also deemed to include, where applicable, Schwab's agents, such as the Third-Party Service Providers. To protect the privacy and security of your personal information, the Third-Party Service Providers will only be authorized to use or maintain your personal information in accordance with Schwab's privacy policy.

**Modifications, Suspensions, and Terminations of Schwab Services.** Schwab reserves the right to modify or discontinue, temporarily or permanently, any Schwab Service (or any part thereof) with or without notice. You agree that Schwab will not be liable to you or to any third party for any modification, suspension, or discontinuance of a Schwab Service. Please keep in mind that extended periods of inactivity may also result in your enrollment in a Schwab Service being canceled. The license granted under this Agreement and the SOSA will terminate if Schwab believes that any information provided by you, including your email address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of this Agreement, the SOSA, and all Rules and Guidelines for each Schwab Service. Upon such violation, you agree to terminate access to the Schwab Services.

**Governing Law.** This Agreement, and all future agreements you may enter into with Schwab, unless otherwise indicated on such other agreement, will be governed by the law of the state of California, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with Schwab in California or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the courts located within the City and County of



San Francisco, California. If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

**Acceptance of Terms.** This Agreement, the SOSA, other online agreements, and our website include important disclosures and regulatory information that are associated with Schwab Services. From time to time, Schwab may ask you to review other important disclosures or agreements about a Schwab Service. By using the Aggregation Services, you acknowledge the following:

- You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Aggregation Services, and our websites generally, in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions of this Agreement and any other applicable rules, guidelines, or other conditions that govern the use of a particular Schwab Service, as they may be amended by Schwab from time to time, with or without prior notice to you; and
- You understand, accept, and have received this Agreement and its terms and conditions.

You can review the most current version of this Agreement at any time by selecting the **Agreements** link located on **[www.schwab.com](http://www.schwab.com)**.