

Edward Jones Service for Linking Outside Accounts

Edward Jones offers an OPTIONAL service for linking outside accounts, powered by Yodlee.

These terms and conditions (“Terms”) govern your access to and use of Edward Jones Service for Linking Outside Accounts and the services and information contained therein. By agreeing to these Terms, as well as by viewing or using Online Access, you accept these Terms. These Terms are in addition to, and do not change or modify, any other agreement between you and Edward Jones, including but not limited to your Edward Jones account agreement(s) (“Account Agreement”).

Edward Jones may change these Terms at any time and without notice by updating them on www.edwardjones.com/disclosures. You agree that if you use the Edward Jones Service for Linking Accounts or Online Access 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 Edward Jones Service for Linking Outside Accounts.

1. About Edward Jones Service for Linking Outside Accounts

- (a) By using the Edward Jones Service for Linking Outside Accounts, you authorize Edward Jones and its third-party service providers (“Service Provider” or “Yodlee”) to access third-party sites that you designate, on your behalf, to retrieve information you request, and to register for access to the accounts you designate. Edward Jones and its Service Provider have a limited power of attorney for you for these purposes only, and Edward Jones and its Service Provider is your true and lawful attorney-in-fact and agent for these purposes. In that role, Edward Jones and its Service Provider have full power and authority to access, as a substitute for you, third-party internet sites, servers or documents, retrieve account and asset information, and use your account and asset information, only as described in these Terms, and may perform every act necessary to carry out these activities. You acknowledge and agree that when Edward Jones or its Service Provider accesses and retrieves account and asset information from third-party sites at your direction, Edward Jones and its Service Provider are acting as your agent and not the agent or on behalf of a third party. You agree that any third-party account providers may rely on the authorization, agency, and power you grant. You understand and agree that Edward Jones Service for Linking Outside Accounts is not endorsed or sponsored by any third-party account providers accessible through Edward Jones Service for Linking Outside Accounts.
- (b) By using the Edward Jones Service for Linking Outside Accounts, you are licensing to Edward Jones and its Service Provider any information, data, passwords, materials or other content (collectively, “Content”) you provide through or to the Edward Jones Service for Linking Outside Accounts. Edward Jones and its Service Provider may use, modify, display, distribute and create new material using such Content to provide the service to you. Edward Jones or its Service Provider may also use, sell, license, reproduce, distribute and disclose aggregate, non-personally identifiable information that is derived through your use of the Edward Jones Service for Linking Outside Accounts to improve Edward Jones’ site, services, or for any other legitimate business purposes. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Edward Jones or its Service Provider may use the Content for the purposes set out above. As between Edward Jones and its Service Provider, Edward Jones owns your confidential account information, which is subject to your Edward Jones Account Agreement.

- (c) To use Edward Jones Service for Linking Outside Accounts, you will be required to log into the service using a Mobile Number Authentication Challenge Method, using a one-time security code for each log in that is either (at your choice and with your consent) texted to you at the number on your account or emailed to you at the email on your account. If you have chosen “Remember this Device” in your settings you will only be required to confirm your identity using a Mobile Number Authentication Challenge Method if you are logging in from a different device. If you consent to receive your security codes through text message rather than emails, you will also receive other text message communications through Edward Jones’ text communications platform, which may include marketing communications. You do not have to accept the receipt of text messages to use any Edward Jones product or service and may opt-out of text communications at any time. If you elect not to receive text messages, your security codes can be sent to your email address associated with the account.
- (d) When providing account password information and in granting Edward Jones and its service provider authority to access accounts at third party financial institutions and websites, you represent and warrant that your disclosure of such disclosures and authorities is not prohibited by your account agreement or terms of use, that it does not violate any other applicable restriction on your ability to share such information, and that it does not violate the proprietary, privacy or other rights of any third party individual. Edward Jones does not guarantee that its aggregation services will always be available for all third-party institution information or websites, and reserves the right to, in its sole discretion, exclude from or cease providing aggregation services related to account and asset information from any third-party financial institution or website.

2. Limitation of Liability

- (a) Neither Edward Jones nor its Service Provider, principals, associates, employees, affiliates, vendors, licensors and agents are liable for (i) any loss or damages incurred by you related to your use, attempted use, unauthorized use, performance, or inability to use Online Access or the Edward Jones Service for Linking Outside Accounts, 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 or the Edward Jones Service for Linking Outside Accounts, including but not limited to unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of anyone using the Edward Jones Service for Linking Outside Accounts; (iv) the use, inability to use, unauthorized use, performance or non-performance of any third-party account provider site, even if the provider has been advised previously of the possibility of such damages; or (v) any other matter relating to your use of the Edward Jones Service for Linking Outside Accounts, even if such damages were reasonably foreseeable.
- (b) NEITHER EDWARD JONES NOR ITS SERVICE PROVIDER, PRINCIPALS, ASSOCIATES, EMPLOYEES, AFFILIATES, VENDORS, LICENSORS AND AGENTS ARE RESPONSIBLE FOR OR ABLE TO CONTROL SECURITY, CONFIDENTIALITY, OR PRIVACY OF THIRD-PARTY SITES.

3. 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.

4. Your Representations and Warranties

You represent and warrant that you are of the age of majority in your state of domicile, that you are competent to enter into these Terms, and that all information you provide in Online Access (including during registration) is true, accurate, current and complete. In addition, by using the Edward Jones Service for Linking Outside Accounts, you represent and warrant that all information you provide is true, accurate, current and complete regarding yourself and your accounts maintained at other web sites. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree to use complex passwords, to keep your passwords confidential, and to use different credentials for different websites.

5. Confidentiality

Edward Jones and its Service Provider will use reasonable precautions to maintain the confidentiality of your account and the information you provide in connection with your use of Online Access. To use Edward Jones Service for Linking Outside Accounts, you will be required to log into the service through a Mobile Number Authentication Challenge Method. Because the information accessible through Online Access 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 Online Access will remain secure.

6. Indemnification

You hereby agree to indemnify and hold harmless Edward Jones and its principals, associates, employees, affiliates, vendors, licensors and agents, Service Provider, and any other 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 (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. By using the Edward Jones Service for Linking Outside Accounts, you agree that Edward Jones' Service Providers assisting in the provision of the aggregation services are third-party beneficiaries of the above provisions, with all rights to enforce such provisions as if the Service Providers were a party to this Agreement.