

Terms of Use for Morgan Stanley's Total Wealth View (formerly Asset Aggregation Services) and the Spending and Budgeting Tool

Effective July 2023

Please read these Terms and Conditions carefully.

Morgan Stanley's Total Wealth View and Spending and Budgeting are two separate digital tools available through Morgan Stanley Online ("MS Online"). Both are provided to you by Morgan Stanley via a Morgan Stanley service provider, Yodlee, Inc. ("Service Provider").

- **Total Wealth View ("Asset Aggregation")** is an asset aggregation tool that utilizes vendor-supported technology to retrieve information, as authorized by you, about your accounts, assets, and liabilities under your ownership or control that you hold at or are custodied by other entities, outside of Morgan Stanley, alongside, if applicable, your accounts at Morgan Stanley Smith Barney LLC.
- **Spending and Budgeting ("Spending and Budgeting")** is a calculation tool that utilizes a vendor-supported technology to provide calculations relating to your cash flow, expenses, and budgeting, utilizing, as authorized by you, any applicable Morgan Stanley account information combined with information retrieved by Asset Aggregation.

Asset Aggregation and Spending and Budgeting are each a "Service" or collectively, "Services" as defined herein. Further information about the Services is provided in these terms of use.

By accepting these terms of use, you confirm you have received, reviewed, and understood the terms of this agreement, and that you sign and agree to such terms. If you do not agree to all of the terms, you must exit MS Online and close your browser.

After accepting, you can find this document by logging into MS Online.

1. Parties; Scope; Eligibility

A. Your use of the applicable Service is governed by these Terms and Conditions ("**Terms**"). The words "we," "us," "our" or "Morgan Stanley" refer to Morgan Stanley Smith Barney LLC ("**MSSB**") and, if applicable, our affiliate(s), and any agent, independent contractor, designee, officer, and employee that we, in our sole discretion, involve in the provision of the Service. The words "you," "your," "yours" mean you, as an authorized user of a Service.

B. Both Services are made available to you on an unsolicited basis. Unless otherwise provided for herein, to qualify for use of a Service, you must be (i) a Customer, (ii) an Authorized User, (iii) an eligible Participant (as such terms in subparts (i)-(iii) are defined in the Morgan Stanley Online Services Agreement), or (iv) a prospective customer ("**Prospect**") who has been granted access to the Service via MS Online pursuant to the Morgan Stanley Online Prospective Client Access Terms and Conditions.

C. We reserve the right to determine in our sole discretion your eligibility for a Service. This includes a Service or functionalities of a Service being restricted or unavailable to you. We may also require you to take additional actions after accepting these Terms, such as an activation step, before you have access to a Service. Further, we may require you to re-accept these Terms if your relationship with Morgan Stanley changes, such as if you open a brokerage or managed account with us.

D. You understand that some or all of a Service may not be available in all jurisdictions, and the Service is not intended to be provided to and may not be used by any party in any jurisdiction where the

provision or use thereof would be contrary to applicable law, rules or regulations ("**Applicable Law**").

2. Information about the Services

A. Total Wealth View

(i) For purposes of these Terms, unless noted otherwise, accounts, assets or liabilities custodied at or held with any entity other than a Morgan Stanley affiliate (including MSSB, Morgan Stanley & Co. LLC, or any Morgan Stanley banking entity) are referenced herein as "**External Accounts**."¹

(ii) With Asset Aggregation, you can aggregate information in two ways: (1) You or an authorized party can manually input information about the applicable account, assets, and/or liabilities (each a "**Manually Added Account**") or (2) you can authorize us and our Service Provider to access third-party websites ("**Third-Party Sites**") designated by you and obtain, on your behalf, information about the applicable External Accounts stored on or available via such Third-Party Site. A Manually Added Account does not have to be an External Account.

(iii) You may use the Asset Aggregation functionality on MS Online without using the Spending and Budgeting tool.

B. Spending and Budgeting

(i) The Spending and Budgeting tool allows you to manage and track short term cash flow, expense, and budgeting patterns and, if applicable, allows your Financial Advisor to incorporate such patterns into certain investment services provided to you.

(ii) You may use the Spending and Budgeting tool without using Asset Aggregation. However, if you have utilized Asset Aggregation, the Spending and Budgeting tool may integrate information about your External Accounts as part of its functionality. Manually-Added Account information is not included automatically in Spending and Budgeting calculations.

C. Appointment of MSSB and Service Provider as Agent for Limited Purpose

(i) By using the Services, you authorize us and our Service Provider to access your External Accounts and Third-Party Sites, including the relevant information contained therein, as designated by you, on your behalf, and to retrieve information as requested by you, and to register for accounts as requested by you for purposes of providing the Services.

(ii) For all purposes hereof, you hereby grant us and the Service Provider a limited power of attorney, and you hereby appoint us and the Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the applicable External Accounts, Third-Party Sites, and servers or documents, retrieve information, and use your information 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.

(iii) YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR THE SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, WE AND THE SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that the Service Provider and any third party account provider shall be entitled to rely on the foregoing

¹ This note is only relevant for E*TRADE from Morgan Stanley account holders and only for the duration of 2023. You should be aware that certain existing accounts at E*TRADE affiliates that have not yet transitioned to MSSB are treated as External Accounts. Once your E*TRADE from Morgan Stanley account(s) have transitioned to MSSB, they will no longer display as External Accounts.

authorization, agency and power of attorney granted by you. You understand and agree that the Services are not endorsed or sponsored by any third party account providers accessible through the service. You agree that neither we nor our Service Providers assume any responsibility and that we and our Service Providers shall incur no liability with respect to the acts, omissions or determinations of any provider of such Third-Party Site.

3. User Responsibilities

A. You acknowledge and represent to us that you are an owner of, a legal signer for, and/or are legally authorized to access each External Account and Third-Party Site, have the authority to designate us as your agent, use the Services, and to give us the applicable credentials/registration or other information in order for us or our Service Provider to provide the applicable Service. You understand that such activity may include the Service Provider submitting on your behalf any credential/registration or other information (e.g. user names and passwords) provided by you to the Third-Party Site. You further understand that without accurate information, we will not be able to provide the Services to you. You therefore agree to keep up to date your credentials/registration or other information we or our Service Provider need to provide the applicable Service.

B. You acknowledge that we are not responsible for any terms of service provided through or by third party financial institutions, custodians or Third-Party Sites, and if you have any problems with your External Accounts or Third-Party Sites you should contact the providers of such External Accounts and Third-Party Sites directly.

C. You understand you may not use the Services to initiate transactions affecting your External Accounts or provide notices or instructions affecting such External Accounts. Any transactions or other activities at such Third-Party Site are not made through the Services or the Service Provider and we assume no responsibility for such activities.

D. You are responsible for all charges associated with any Third-Party Site, and you understand and agree that we and our Service Provider assume no responsibility for any such charges or terms.

4. Privacy and Security

A. We respect your privacy and work to maintain the privacy and security of any personal information collected through your use of the Services. Details of how Morgan Stanley collects, stores, uses and protects your personal information can be found in Morgan Stanley's U.S. Privacy Policy and Notice ("Privacy Policy"), which is accessible via <https://www.morganstanley.com/privacy-pledge>.

5. Information Visibility

A. Through your use of the Services, your Account information, including information about your External Accounts, if applicable, will be accessed by your financial advisor who is your account representative for your Accounts with us (and your financial advisor's associates and supervisors) ("Financial Advisor"). Such information may include transaction-level account activity such as transaction or merchant name, date, amount, and, if applicable, categorization labels ("Transaction-Level Activity").

B. Under the Asset Aggregation Service, for External Accounts that you have aggregated, certain Transaction-Level Activity will remain private. This means that your Financial Advisor will not see a description of your Transaction-Level Activity but will see the transaction date and transaction amount (e.g., your Financial Advisor will see that you used your debit card to make a \$3.00 purchase on a certain date, but not that it was at a coffee shop).

C. Under the Spending and Budgeting Service, you have the ability to choose whether to grant visibility of Transaction-Level Activity in your External Accounts to your Financial Advisor. For the avoidance of doubt, under the Spending and Budgeting Service, your Transaction-Level Activity will always be visible to your Financial Advisor for any Account held at MSSB. Further details of how Morgan Stanley collects, stores, uses and protects your personal information can be found in our Privacy Policy, as specified in Section 4 (Privacy and Security) above.

6. Un-Enrollment from a Service or of Your Relationship with Morgan Stanley; Disposition and Retention

You may stop using either Service at any time. However, ceasing to use a Service will not result in automatic deletion of any information retrieved or produced as part of a Service; please review the information on un-enrollment below for additional information.

A. Un-Enrollment from Asset Aggregation

To un-enroll from Asset Aggregation, you must cease using the Service and delete your External Accounts and any Manually-Added Accounts.

(i) Upon deletion, the information about your External Accounts, including any and all records of any or all information created, acquired, collected or otherwise about you or available to you through the Services (collectively, "**External Account Information**") will no longer be available via MS Online to you, your Financial Advisor (if applicable), or MSSB. At such time, certain of your External Account Information will be deleted from the Service Provider's systems automatically while any remaining External Account Information will be deleted from the Service Provider's systems within 90 days.

(ii) You understand that, if your Spending and Budgeting calculations include External Accounts and Manually-Added Accounts, your deletion of such information may affect your use of the Spending and Budgeting tool.

B. Un-Enrollment from Spending and Budgeting

To un-enroll from Spending and Budgeting, you must cease using the Service and click the un-enroll button to delete all calculations.

(i) On un-enrollment from Spending and Budgeting, any information about your Morgan Stanley accounts and your External Accounts will no longer be available through the Spending and Budgeting tool to you or your Financial Advisor, if applicable.

However, if you are also using Asset Aggregation, if applicable, your Financial Advisor may still view your External Accounts through Asset Aggregation.

(ii) Upon your un-enrollment from the Spending and Budgeting Services, certain of your Morgan Stanley Account data will be deleted from the Service Provider's systems automatically upon un-enrollment while the remaining Morgan Stanley Account data will be deleted from the Service Provider's systems within 90 days of your un-enrollment. However, limited information such as timestamps, account groupings, client preferences, as well as client-created categories may be retained on the Service Provider's systems.

C. Retention by Morgan Stanley

Information obtained by us or included on MS Online through your use of the Services may be retained by us for periods of time and in a form as determined by us or required or permitted by applicable law, rule or regulation, business practice or our policy or procedure. In some cases, we may be required to

indefinitely retain such Information including Information permitted or required to be retained under applicable law, rule or regulation or the administration of our business.

D. Termination of Your Relationship with Morgan Stanley

In the event that you terminate your relationship with Morgan Stanley and/or if Morgan Stanley terminates its relationship with you, we have the right to terminate your access to the Services and any information retrieved and stored as a part of a Service.

7. Disclaimer of Morgan Stanley or Service Provider Responsibility; Limitation of Liability; Indemnity

A. Accurate Information

In addition to other limitations on liability set forth in these Terms, MSSB and its Service Provider shall incur no liability to you if the Services do not function as described because you have not provided us with the correct registration or credential information, or other information used to provide the Services to you.

B. No Responsibility for Third-Party Sites

(i) All of your External Account information available through the Services is provided by third parties. We make no effort to review, and we are not responsible for, nor do we endorse or recommend, any products, services, or content of any Third-Party Site, including, but not limited to, the validity, legality, or copyright compliance of the content contained in these Third-Party Sites. You acknowledge that we do not pre-screen content, but that we and our representatives, agents, and designees will have the right (but not the obligation) in our or their sole discretion to refuse, edit, move or remove any content that is available via the Services.

(ii) Any third-party information about securities and other investments available through the Services reflect independent opinions and are not recommendations of ours, MS Online or the Service Provider. The information and content provided via the Services is for information purposes only and should not be construed as an offer to sell, a solicitation to buy or a recommendation of any security or other investment by us, MS Online or the Service Provider. You understand and agree that you must perform your own evaluation of any investment based on your investment objectives, financial resources and risk tolerance.

C. Limitations of Manually Added Account and External Account Information

(i) Information related to your Manually Added Accounts reflects only the information that you provide. You acknowledge that Manually Added External Account information is not updated by us and that we do not guarantee its accuracy, completeness or timeliness.

(ii) For any information related to your External Accounts obtained by the Service Provider, this information reflects the most recent refresh by the Service Provider and may not be accurate or timely if a refresh was not successfully completed or the information obtained from the Third-Party Site is otherwise not accurate or current. For example, when displayed via MS Online, External Account information is only as current a representation of the information from the Third-Party Site at the time displayed, which reflects when the Service Provider obtained the information from the source. You acknowledge that such information may be more up-to-date when obtained directly by you from the relevant Third-Party Site. Neither we nor our Service Providers shall be liable for any errors or delays in the content provided through the Services, or for any actions taken in reliance thereon.

(iii) Your Manually Added Account and External Account information is provided for informational purposes only. The transactions viewed in your External Account are not custodied with us and cannot be used for trading or transactional purposes. However, we have the right to inquire with you about any

Manually Added Account or External Account information as it may relate to your account or information with us, and in the event of a court order or request from a competent legal or regulatory authority, we may be required to provide such information.

(iv) Unless otherwise agreed under a separate agreement with us, you understand and agree that we will not (a) provide any investment advice, recommendations or other services regarding your Manually Added Accounts or External Accounts or on any assets, transactions, or implementation of any investment strategy in such Manually Added Accounts or External Accounts, (b) be responsible for any transactions you execute in your Manually Added Accounts or External Accounts, and (c) include the assets in a Manually Added Account or External Account in the calculation of any fees, commissions, or other charges you may owe us.

D. Limitation of Liability

THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. YOU AGREE THAT NEITHER WE (INCLUDING OUR AFFILIATES, SUBSIDIARIES, LICENSORS, AND SUPPLIERS) NOR OUR SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES, WILL BE LIABLE FOR ANY HARM, OFTEN KNOWN AS DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE OR OUR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR ARISING IN ANY WAY OUT OF: (I) THE USE OR THE INABILITY TO USE THE SERVICES AND/OR THE INSTALLATION, USE, OR MAINTENANCE OF ANY SERVICES RELATED EQUIPMENT OR SOFTWARE AND/OR THE SERVICES; (II) 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 SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES; (V) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY SITE, EVEN IF THE PROVIDER OF SUCH THIRD-PARTY SITE HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; (VI) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (VII) THE SITE OR USE THEREOF OR INABILITY TO USE THE SITE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, INCLUDING OUR AFFILIATES, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES, OR (VIII) ANY OTHER MATTER RELATING TO THE SERVICES.

HYPERLINKS TO OTHER INTERNET RESOURCES ARE AT YOUR OWN RISK. THE PRODUCTS, SERVICES, INFORMATION, AND/OR MATERIALS OBTAINED THROUGH THIS SITE AND/OR THE SERVICES ARE PROVIDED AND SERVICES BY, AND SUBJECT TO THE TERMS, CONDITIONS AND/OR WARRANTIES, IF ANY, OFFERED BY THE RESPECTIVE THIRD-PARTY PROVIDER OF SUCH PRODUCTS, SERVICES, INFORMATION AND/OR MATERIALS. WE, INCLUDING OUR AFFILIATES, MAKE NO REPRESENTATION WITH RESPECT TO, AND SHALL NOT BE HELD LIABLE OR ACCOUNTABLE FOR, THE CONFORMITY OF THIRD-PARTY PRODUCTS, SERVICES, INFORMATION AND/OR MATERIALS TO SUCH TERMS, CONDITIONS AND WARRANTIES.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

E. Indemnification

Except when caused by our intentional misconduct or gross negligence, you agree to protect and fully

compensate MSSB and our affiliates, subsidiaries, licensors, suppliers and Service Providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your enrollment in or use of the Services, your violation of these Terms or your infringement, or the infringement by any other user of your Password or Account or relationship with us, of any intellectual property or other right of anyone.

8. No Endorsements

All product and Services marks contained on or associated with the Services that are not our marks are the trademarks of their respective owners. References to any names, marks, products or Services of third parties or hypertext links to Third-Party Sites or information do not constitute or imply our endorsement, sponsorship or recommendation of the third party, information, product or Services.

9. Dispute Resolution

A. If you are (i) a Customer, (ii) an Authorized User, or (iii) an eligible Participant (as such terms in subparts (i)-(iii) are defined in the Morgan Stanley Online Services Agreement), the dispute resolution provisions of the Morgan Stanley Online Services Agreement shall apply to the resolution of any disputes that may arise under these Terms or with respect to the Services provided under these Terms.

B. If you are a Prospect, the dispute resolution provisions of the Morgan Stanley Online Prospective Client Access Terms and Conditions shall apply to the resolution of any disputes that may arise under these Terms or with respect to the Services provided under these Terms.

10. Third Party Beneficiaries

You agree that the Service Provider is third party beneficiary of these Terms, as applicable, with all rights to enforce such provisions as if such Service Provider were a party to these Terms. Neither we nor our Service Provider shall be considered an agent or other legal representative of the other for any purpose by reason of this Agreement. Each of us shall be an independent contractor, and nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between us.

11. Severability

If any provision of these Terms is held to be unenforceable, then such provision shall be construed, as narrowly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Any conflict regarding the Services between these Terms and the terms and conditions of other agreements that govern your relationship with, or other Services provided by us, or our Service Providers shall be resolved in favor of these Terms.

12. Governing Law

To the maximum extent permitted by Applicable Law, this Agreement shall be governed by and construed in accordance with the law of the State of New York.