

MORGAN STANLEY ONLINE SERVICES AGREEMENT

This document contains terms for Morgan Stanley Online, the Morgan Stanley Mobile App, and the following services: eAuthorizations, Online Transfers, and Online Payments. Please read the entire document carefully.

The Morgan Stanley Online Services Agreement (“Agreement”) applies to users of Morgan Stanley Online (“MS Online”) and the Morgan Stanley Mobile App (“MS App”). MS Online and the MS App are, collectively, the “Service Platform.”

This Agreement covers, among other things:

- Our obligations to you.
- Your obligations as a user of the Service Platform.
- Your consent to receiving Electronic Communications from us.
- Limitations on our liability to you.
- Terms governing your use of eAuthorizations, Online Transfers, and Online Payments after you enroll into such services.

By accepting this Agreement, 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 the Service Platform screen and close your browser. After accepting, you can find this document by logging into your account(s) on the Service Platform.

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I. ELECTRONIC SERVICES AGREEMENT

1. **Electronic Services Agreement.** The Electronic Services Agreement contains the general terms and conditions applicable to all users of the Service Platform and under which Morgan Stanley Smith Barney LLC, Morgan Stanley & Co. LLC and, as applicable, our affiliate(s), and any agent, independent contractor, designee or assignee that we, in our sole discretion, involve in the provision of the Service Platform (collectively, “we”, “us”, “our” or “**Morgan Stanley**”), agree to provide you with access to the Service Platform and the digital and electronic services, functionalities, and information available via the Service Platform (collectively, the “**Services**”).

As used herein, the term “**you**” and “**your**” shall mean (1) an owner of an account with Morgan Stanley or a party-in-interest to such account (including, but not limited to, a grantor, beneficiary or co-trustee of a trust account) (a “**Customer**”), (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account (an “**Authorized User**”), or (3) an individual with valid and authenticated credentials to the Service Platform in connection with services we have agreed to provide under the terms of an agreement with the individual’s current or former employer (a “**Participant**”).

2. Eligibility and Dispute Resolution.

A. The Service Platform is operated by Morgan Stanley Smith Barney LLC. Unless otherwise provided for herein, to qualify for use of the Services, you must be (i) a Customer, (ii) an Authorized User, or (iii) a Participant. If you are a Customer or an Authorized Representative, the Customer must have executed at least one client agreement with Morgan Stanley, among other documents, to receive Morgan Stanley products and services (collectively, the “**Account Agreement**”). References to ClientServ, MSSB Online, MS Online, MSSB.com, MSOnline, and morganstanley.com/online within the Account Agreement or any Supplemental Agreements (as such term is defined below) shall mean the Service Platform. You may be asked to execute supplementary agreements, in paper or electronic form, before you are permitted to access or use certain features or functionalities of the Service Platform (each, a “**Supplemental Agreement**”). In the case of Supplemental Agreements presented to you electronically, you authorize us to rely upon “clicks” in designated locations that are attributable to your Credentials as your consent to the terms of such Supplemental Agreements.

B. Notwithstanding the above, we reserve the right to determine in our sole discretion your eligibility for any Service or the Service Platform. This includes certain Services or functionalities of the Service Platform being restricted or unavailable to you depending on the Morgan Stanley account(s) you have (or are authorized under). Furthermore, if you are a Participant, certain Services or functionalities of the Service Platform may be restricted or unavailable depending on the terms of an agreement between us and your current or former employer. We may also require you to take additional actions, such as an enrollment step, before you have access to a Service. Additionally, neither the Service Platform nor some or all of the Services may be available in all jurisdictions, and the Services are 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**”). Please also review Section 19 (Non-U.S. Residents) carefully.

C. **The dispute resolution provisions of the Account Agreement (or, if applicable, a Supplemental Agreement) shall apply to the resolution of any disputes that may arise under this Agreement or with respect to the Services provided under this Agreement.**

3. Your Consent to Electronic Communications.

A. In addition to eDelivery as described in your Account Agreement or any separate eDelivery terms, by accessing and/or using the Service Platform, you agree to receive electronically certain information, disclosures, disclaimers and notices (including any privacy notices under the Gramm-Leach-Bliley Act) applicable to the Services and/or the accounts you access via the Services (collectively, “**Electronic**

Communications"). You agree that this consent applies to each account that you access via the Services from time to time. All Electronic Communications from us to you will be considered "in writing." You should print or download a copy of this Agreement, your Account Agreement, any Supplemental Agreement, and any other Electronic Communication that is important to you.

B. In order to access certain personalized Electronic Communications, you must log into the Service Platform. Other Electronic Communications may be accessible on the public portion of our website. To access and retain Electronic Communications, and to otherwise access the Services, you must have a computer or mobile device that can connect to the internet and an internet connection. Access fees by internet service providers may apply to your receipt of Electronic Communications or the Services. You must also have a current version of a web browser that we support, a current version of software capable of reading PDF files, and you must have sufficient storage capacity if you wish to save records in electronic format or a printer if you wish to print records to paper. By "current version," we mean a version of the software that is currently being supported by its publisher. You are responsible for obtaining, installing, maintaining and operating all such hardware, software, and equipment necessary for you to access and use the Services.

C. Email, alerts, and other messaging features may be provided to you as part of the Services, as a convenience to enhance your communications with us. Unless otherwise agreed to by us, you shall not use these features (i) to request, authorize, or effect any transaction; (ii) to send funds transfer instructions or account information; or (iii) for any other Electronic Communication that requires non-electronic written authorization. We shall not be responsible for any loss or damage that may result if any request for those purposes is not accepted or processed. You agree that you shall use these features in compliance with Applicable Law, and you shall not use them to transmit inappropriate information, including information that may be deemed obscene, libelous, harassing, fraudulent or slanderous.

D. You consent to receiving autodialed and prerecorded calls and text messages of Electronic Communications from us, or those acting on our behalf, at the telephone number(s) that you have provided to us or which is associated with the device on which you have installed the MS App. We may place such calls or deliver such messages to provide service messages and alert notifications. Standard message and data rates may apply. Where we are required to obtain your consent for such calls or messages, you may choose to revoke your consent by changing your settings on the Service Platform. By revoking your consent, you acknowledge that any alert settings or products using such calls or messages may be affected or cancelled.

E. By providing this consent to electronic receipt of communications, you represent that you have the capability to receive and view, and print or download, Electronic Communications in accordance with these requirements. Contact us immediately if you have any difficulty accessing your Electronic Communications or if you have any questions about your electronic receipt instructions.

F. You can download or print a copy of any Electronic Communication for your records. We will maintain an electronically accessible archive of Electronic Communications that we are obligated to provide in writing by law on our client website for seven (7) years after document publication. If you wish to retain documents for a longer period of time, you are responsible for archiving beyond seven (7) years.

G. You can withdraw your consent to electronic receipt of Electronic by contacting the service center information available on your settings page or, if applicable, please contact your Financial Adviser. Withdrawing your consent will not affect the validity of any Electronic Communication or any transaction already completed or in process at that time. **If you withdraw your consent to electronic receipt of Electronic Communications, you may no longer use the Services and we may immediately terminate your use of the Service Platform.**

H. You also acknowledge that, unless otherwise indicated, the information available on or through the Service Platform is not intended to be a substitute for official account documentation, such as account statements, that you receive from us. Such equivalent information available via the Service Platform is for illustrative and general reference purposes only and is approximate, subject to adjustment and updating,

and there may be clerical, computational, or other inaccuracies, errors, or omissions. To the extent there are any discrepancies between your official account documentation and this information, you should rely on the official account documentation. You also understand that Section 3 (Your Consent to Electronic Communications) above does not enroll you into our eDelivery program, which requires review and acceptance of separate eDelivery terms.

4. Responsibility for Use of Credentials. You are responsible for maintaining the confidentiality of any user identifications, passwords, authentication codes or other security devices or procedures (collectively, “**Credentials**”) issued to you or that you select for purposes of accessing the Services via the Service Platform. If you disclose your Credentials to any other persons, you assume all risks and losses associated with such disclosure. You agree not to alter, delete, disable or otherwise circumvent any authentication feature or permit or assist any other party to do so in a manner not authorized by us. We reserve the right to suspend access to the Service Platform or any Service by you or your Credentials, and change (or require you to change) your Credentials at any time. You shall maintain adequate internal procedures and controls over your use of the Services, and you should notify us immediately upon learning or suspecting that any unauthorized party has obtained your Credentials. Unless otherwise required by Applicable Law, you are responsible for all transmissions, instructions, information, processes, click stream data, actions, or other communications attributable to your Credentials, whether entered by you, your authorized personnel or by any other person if we determine that such person obtained access by your actions (or lack thereof), and any agreement or consent communicated from such access shall be deemed to be a duly signed writing of yours sufficient to bind you. For more information on Morgan Stanley and cybersecurity, visit: <https://www.morganstanley.com/what-we-do/wealth-management/online-security/online-security-resources>.

5. Conflicts Between Agreements. This Agreement is in addition to, and supplements, the Account Agreement. Any Supplemental Agreements are in addition to this Agreement and any Account Agreement and are not intended to supersede or modify any such Account Agreement. Solely in connection with your use of the Services, in the event of any conflict between the terms of this Agreement, any Supplemental Agreement or any Account Agreement, the following order of precedence will be observed with respect to a particular Service: the applicable Supplemental Agreement, this Agreement, and the applicable Account Agreement. Please note that the original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

6. Changes to this Agreement. We may add, delete or otherwise modify any portion of this Agreement (including any Supplemental Agreement and any Electronic Communications) at any time, including, without limitation, imposing charges for use of any Service. In most cases, we will provide notice to you of any material changes, and your continued use of the Service Platform after such notice shall represent your acceptance of such modified or additional terms. In certain circumstances, Applicable Law and other circumstances beyond our control may require that we make modifications to this Agreement without providing you notice or which take effect immediately. **Please access and review this Agreement regularly. If you find this Agreement unacceptable to you at any time, please discontinue your use of the Service Platform and, if applicable, delete the MS App from your device.**

7. Changes to the Services and Functionality. We may, from time to time, introduce new features to the Services or to the Service Platform, or modify or delete existing features at our sole discretion. We will notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the terms and conditions concerning these features. We and any licensors we use to provide the Service Platform or the Services reserve the right to change, supplement, suspend, limit, remove, disable or permanently discontinue your access to or use of the Service Platform and any Services at any time without notice or liability, including without limitation for security or operational reasons.

8. Usage and Proprietary Rights. We grant you, for the term of this Agreement, a personal, limited,

non-exclusive, revocable, non-transferable, limited and non-sublicensable right to access and use the Services via the Service Platform, subject to the terms hereof and the following:

A. You have no ownership rights in the Service Platform or the Services, which are owned by us or our licensors, and are protected under copyright, trademark and other intellectual property laws and other Applicable Law.

B. You receive no copyright or any other intellectual property right in or to the Services or the Service Platform, except to the extent granted above.

C. You may use the Service Platform and Services only for personal, family or household purposes, or internal business purposes, depending on the nature of your account with us. If you are authorized by a customer of Morgan Stanley to access the Service Platform and Services on such customer's behalf, you may use them only for the personal, family or household purposes, or the internal business purposes, of such customer.

D. You understand that, except as we otherwise agree in writing, you are solely responsible for all costs and fees associated with your use of the Services, including acquiring, installing, maintaining and supporting any hardware and/or software necessary to access and use the Services, and all internet and Wi-Fi access charges you may incur to access and use the Services. You agree that the requirements for such operating environment may change without prior notice.

E. You agree that we may provide certain portions of the Service Platform or Services under license from third parties, and you agree to comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors (see also Section 9 below).

F. You understand that we retain exclusive control over the Service Platform and Services, and reserve the right, at any time and in our sole discretion, without prior notice to you, to (i) change, suspend or discontinue all or a portion of the Service Platform or Services; or (ii) impose limits on, restrict or terminate your access to all or a portion of the Service Platform or Services.

G. You agree that any information relating to the content or operation of the Service Platform and Services is confidential and proprietary to us, and that you will refrain from disclosing such information to any third party.

H. You agree not to attempt to log onto the Service Platform from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log onto the Service Platform from one of these countries may result in your access being restricted and/or terminated.

I. You may not, and will not allow or cause any third party to: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Services or the Service Platform, or use the Services or the Service Platform to develop similar functionality; (ii) copy any portion of the Services or the Service Platform, except as expressly permitted by this Agreement; (iii) sublicense, distribute, export or resell any portion of the Services or otherwise transfer any rights; (iv) remove any proprietary or other intellectual property rights notices or labels on the Services or the Service Platform; (v) introduce any code, malicious or hidden mechanisms that would impair the operation of the Services or of our computers or other devices or software, or that would permit unauthorized persons to access the Services; (vi) use the Services to gain unauthorized access to any computer system, or (vii) otherwise exercise any other right to the Services or the Service Platform not expressly granted in this Agreement.

9. Market Data.

A. As part of the Services, we display certain market data and other information relating to securities

or other financial instruments, products, vehicles or devices or information relating to persons regulated by, activities related to or gathered by an exchange and its affiliates (including but not limited to NASDAQ, Inc.) (each an “**Exchange**”) (“**Market Data**”). You acknowledge that Market Data is for informational purposes only and is not investment advice and any reference to a particular security or investment is in no way intended to be an offer or solicitation to purchase, sell or hold any security or investment or make any other investment decision.

B. You may receive such Market Data on a real-time or delayed (by at least 15 minutes or longer) basis. The receipt of certain real-time Market Data may be contingent on you entering into an Exchange’s Market Data subscriber agreement. We reserve the right to request execution by you of an Exchange’s Market Data subscriber agreement at any time. Additionally, you understand that, notwithstanding the terms of this Section, if you enter into an Exchange’s Market Data subscriber agreement, the terms of such agreement shall govern your obligations with respect to such Exchange’s Market Data.

C. You understand and acknowledge the following:

(i) Each Exchange has a proprietary interest in its Market Data, and at any time, an Exchange may discontinue disseminating any category of Market Data or change or eliminate a transmission method and may change transmission speeds or other signal characteristics and such action shall not be deemed an improper denial or limitation of access by the Exchange.

(ii) Market Data is licensed only for your personal use and any sale, lease, redistribution or otherwise permitting or providing access to the Market Data to any other person, entity, or business or to any other office or place is prohibited. You will not engage in the operation of any illegal business, use or permit anyone else to use the Market Data, or any part thereof, for any illegal purpose or violate any rule, law, or regulation applicable to an Exchange.

(iii) The Market Data is provided to you “as-is.” Neither Morgan Stanley nor an Exchange guarantees the timeliness, sequence, accuracy or completeness of any of the Market Data supplied to You and shall not be liable in any way, to you or to any other person, for any loss, damages, cost or expense which may arise from any delays, inaccuracies, errors in or omissions of any of the Market Data or in the transmission or delivery thereof, whether or not due to any negligent act or omission or cause beyond reasonable control of Morgan Stanley or an Exchange. In no event shall Morgan Stanley or an Exchange be liable for any special, indirect, punitive or consequential damages, costs, legal fees, or losses, including but not limited to lost profits, trading losses, or lost income, resulting from your use of the Market Data.

10. Risks of Online and Mobile Technology.

A. You acknowledge that there are security, reliability, data corruption, transmission error, accessibility, availability and related risks associated with use of the mobile and online technology to access MS Online and the Services, to utilize the MS App, and to receive and transmit confidential information. Delivery through the internet is not private or secure, and the Electronic Communications sent to you through the Service Platform are not encrypted. You assume all such risks and agree that, to the maximum extent permitted by Applicable Law, we are not responsible for any unauthorized access, systems outages, delays, disruptions in telecommunications services and the internet, errors, data loss, data corruption, inability to use any portion of the Service Platform, or other problems that may arise in connection with your use of the Service Platform. We make no representation or warranty that you will be able to access your account or the Services when you want.

B. The Service Platform may contain links to third party websites. We are not responsible for, nor do we control, the content, products or services provided by such third party sites. Further, we do not guarantee the products, information or suggestions provided by such third party sites and are not liable for any failure of services or products provided via such sites. In addition, you acknowledge that each third party site may provide less security than the Service Platform, have a different privacy policy, and there may be

other risks associated with leaving the Service Platform and going to such site.

11. Representations and Warranties. You represent and warrant, each time you access or use the Services, that:

A. You have the power and authority (including on behalf of any party for whom you are using the Services) to enter into and perform obligations under this Agreement, each applicable Supplemental Agreement, and Account Agreement, and this Agreement and each applicable Supplemental Agreement, and Account Agreement are your legal, valid, binding and enforceable obligation;

B. You shall only use the Services in accordance with this Agreement, any applicable Account Agreement, Supplemental Agreement, and Applicable Law; and

C. If you are accessing the Services on behalf of another party, you assume all fiduciary, regulatory and other requirements and duties that may apply to your relationship to such party.

12. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICES, MS ONLINE AND THE MS APP ARE PROVIDED BY US ON AN “AS IS”, “WHERE IS” AND “WHERE AVAILABLE” BASIS, AND WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING WARRANTIES (A) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICES OR THE SERVICE PLATFORM; OR (B) THAT THE SERVICES OR THE SERVICE PLATFORM SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICES OR THE SERVICE PLATFORM, AND ALL INFORMATION, PRODUCTS, SERVICES AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, SERVICES AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE PLATFORM OR THE SERVICES. ANY HYPERLINK TO ANOTHER SITE IS NOT AND DOES NOT IMPLY AN ENDORSEMENT, INVESTIGATION, VERIFICATION OR MONITORING BY US OF ANY INFORMATION ON THAT SITE. YOU ACKNOWLEDGE THAT THE SERVICES AND THE SERVICE PLATFORM ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

13. LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, IN NO EVENT SHALL MORGAN STANLEY OR ITS AFFILIATES, SUBSIDIARIES, OR CONTROLLING ENTITIES OR THEIR THIRD PARTY VENDORS, CONTRACTORS, TECHNOLOGY OR CONTENT PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE “**MORGAN STANLEY PARTIES**”) HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY LOSSES, INJURIES, COSTS, LIABILITIES OR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE, INCLUDING LOST PROFITS (TOGETHER, “**COSTS**”), ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, OR YOUR OR ANY OTHER PERSON’S ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICE PLATFORM OR THE SERVICES, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS OR DEVICES FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, PROBLEMS, DELAYS OR FAILURES OF THE INTERNET OR COMMUNICATION LINES, OR INTERNET SERVICE PROVIDERS, DATA TRANSMISSION FACILITIES OR COMMUNICATIONS NETWORKS OR FACILITIES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, INDEMNITY (OTHER THAN AS PROVIDED FOR IN SECTIONS 14 (YOUR INDEMNIFICATION REQUIREMENTS) AND 15 (INDEMNIFICATION FOR INFRINGEMENT) BELOW), WARRANTY, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER ANY MORGAN STANLEY PARTY KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT WE ARE NOT LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY GOVERNMENT RESTRICTIONS, EXCHANGE OR

MARKET RULINGS, SUSPENSION OF TRADING, INTERRUPTIONS OF COMMUNICATIONS OR DATA PROCESSING, WAR, TERRORIST ACTS, STRIKES, ACTS OF GOD OR OTHER CONDITIONS BEYOND MORGAN STANLEY'S CONTROL.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF THE MORGAN STANLEY PARTIES UNDER THIS AGREEMENT AND WITH RESPECT TO THE SERVICES AND THE SERVICE PLATFORM SHALL NOT EXCEED THE AMOUNT EARNED (INCLUDING ANY MARK-UP), IF ANY, BY US FROM YOU IN CONNECTION WITH THE SPECIFIC EVENT GIVING RISE TO YOUR LOSS OR DAMAGES, UNLESS CAUSED DIRECTLY BY THE MORGAN STANLEY PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THIS LIMITATION OF LIABILITY IS IN ADDITION TO ANY OTHER LIMITATION PROVIDED IN ANY APPLICABLE SUPPLEMENTAL AGREEMENT OR ACCOUNT AGREEMENT. .

14. Your Indemnification Obligations. You acknowledge and agree that you are personally responsible for your conduct while using the Service Platform and the Services, and you agree to indemnify, defend and hold harmless the Morgan Stanley Parties from and against any and all losses, liabilities, judgments, arbitration awards, settlements, expenses, damages, and costs, including attorneys' fees and disbursements, as incurred by any of them arising in any manner out of or relating to your use of, or inability to use, the Service Platform or Services or any breach or alleged breach by you of this Agreement. You shall cooperate with us as fully as reasonably required in the defense of any third party claim subject to these indemnity provisions. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not in any event settle such a matter without our prior written consent. This indemnity is in addition to any other indemnity provided in any applicable Account Agreement or Supplemental Agreement. This provision shall survive the termination of this Agreement.

15. Indemnification for Infringement. We agree to defend or, in our sole discretion, settle, at our expense, any third party claim or action brought against you to the extent such claim or action is based on a claim that the Services (to the extent provided by us and not a third party) infringe upon any patents, trademarks, or copyrights, or misappropriate any trade secrets, of such third party. In addition, we shall indemnify and hold you harmless from and against any and all damages, costs and expenses (including reasonable attorneys' fees) resulting from such claim or action that are awarded against you in a final judgment (excluding indirect, consequential and punitive damages) or paid in the form of a settlement. Notwithstanding the foregoing, we shall have no such obligations to defend, settle or indemnify any such claim or action unless:

- A. You notify us promptly of such claim or action in writing;
- B. We have exclusive control of the defense and/or settlement of such claim or action; and
- C. You reasonably cooperate with us, at our expense, in the defense of such claim or action.

We shall have no liability or obligation to you with respect to such claim or action where such claim or action arises from or is related to:

- W. Your modification of the Services (or any portion thereof) in any manner;
- X. Your use of the Services other than as set forth in this Agreement or any applicable Account Agreement;
- Y. Your breach or violation of any obligation of you as set forth in this Agreement (including but not limited to Section 9 (Market Data)); or

Z. Your gross negligence or willful misconduct.

16. Injunctive Relief. You acknowledge that any breach or threatened breach by you of any provision of this Agreement may cause us (and Licensor under the License Agreement (Exhibit A to this Agreement)) irreparable injury and damage and, therefore, that any such breach or threatened breach may be enjoined through injunctive proceedings in addition to any other rights and remedies that may be available to us (or Licensor under the License Agreement) at law or in equity.

17. Privacy.

You authorize Morgan Stanley and any third party to whom Morgan Stanley may delegate responsibilities, subject to adequate confidentiality and safeguard obligations, to use, disclose, and otherwise process (anywhere in the world where Morgan Stanley does business) your personal information for the purposes of: improving website content, performance, security, maintaining our relationship, suggesting other Morgan Stanley products and services that may be of interest to you, or as may be required by Applicable Law. Personal information includes, without limitation, information collected through use of the Service Platform and any of the Services, in other communications with Morgan Stanley, including telephone calls and emails, information about your use of our websites, services, security features, and “cookie” information. We may use cookie information or other device identifying technology to recognize your computer and Credentials when you return to our websites.

To find out more information about how Morgan Stanley uses cookies and how to reject cookies see our Global Cookies Policy.

To find out more information about how Morgan Stanley processes personal data in the United States, see the U.S. Privacy Policy, and in EMEA & Asia see the EMEA & Asia Privacy Policy.

Our privacy policies and notices may be found at on our Privacy Pledge site, located at: <https://www.morganstanley.com/privacy-pledge>.

18. General Provisions.

A. **Third Party Beneficiaries.** To the extent the Services contain data or information provided by third parties or otherwise contributed to by third parties, such third parties shall be considered third party beneficiaries of this Agreement for purposes of Sections 9 (Market Data), 11 (Representations and Warranties), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), and 15 (Indemnification for Infringement). If you are a user who is a Participant in our stock plan servicing business, you understand that, in the event we are presented with a general or limited power of attorney by a third-party that gives the attorney-in-fact power to act with respect to any of your stock plan account(s) on the Service Platform, we may accord the attorney-in-fact the same rights and privileges that would be accorded to you if we reasonably believe that the power of attorney is legally sufficient. We reserve the right to request additional information from you or the attorney-in-fact to evaluate its effectiveness.

B. **Notice.** Any notices or other communications required or permitted to be given or delivered under this Agreement by us to you shall be provided in accordance with Section 3 (Your Consent to Electronic Communications) and, if applicable, under the terms of any eDelivery consent. We may also provide, as necessary, notices or communications by email, by fax, or in writing to the address provided by you, which you are solely responsible for updating. Any notices or other communications under this Agreement from you to us shall be provided in writing to us. Notices transmitted electronically (email or fax or phone) shall be effective upon transmission, provided that such notice is properly addressed; all other notices shall be effective upon receipt.

C. **Assignment; Waiver.** You may not assign, sublicense, subcontract, or otherwise transfer your rights, duties, and obligations under this Agreement, or any portion thereof, to a third party without our express written consent. Any instrument whereby you purport to make an assignment or other transfer in

violation of this provision shall be null and void. Any forbearance or delay on the part of either party hereto in enforcing any provision of this Agreement or any of its or their rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence.

D. **Termination.** We may terminate this Agreement, or terminate or suspend your access to any Service, for any reason, effective immediately, without prior notice. Any termination of this Agreement in its entirety shall result in termination of your access to the Service Platform. However, the termination of this Agreement will not end your obligations or rights under this Agreement before the termination. All applicable provisions of this Agreement will survive termination by either you or us, including provisions related to intellectual property, warranty disclaimers, limitation of liability, and indemnification.

E. **Entire Agreement; Severability.** This Agreement, together with any and all applicable Supplemental Agreements, Account Agreements, and Electronic Communications constitutes the entire agreement between you and us with respect to the Service Platform. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. The rights and remedies of the parties hereunder are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity.

F. **Wireless Carrier Authorization.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method, and device details, if available, to support identity verification, fraud avoidance, and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared pursuant to our privacy policies with other companies to support your transactions with us and for identity verification and fraud avoidance.

G. **Unless indicated otherwise, investment services and products are offered through Morgan Stanley Smith Barney LLC, member SIPC.**

19. **Non-U.S. Residents.**

A. The Services do not constitute (and should not be interpreted to constitute) the offering, selling, or conducting of business with respect to such Services in certain jurisdictions outside the United States where Morgan Stanley is not registered, or the conducting of any brokerage, investment advisory, banking or other similarly regulated activities in such jurisdictions.

B. With respect to transactions within the European Union, the following terms shall be applicable: Unless expressed otherwise in an individual product or services terms of use, no contracting or transaction information required by the E-Commerce Directive as implemented will be provided.

II. **TERMS APPLICABLE TO YOUR USE OF THE MORGAN STANLEY MOBILE APP**

1. **Morgan Stanley Mobile App.** The following Section II terms (the “**Mobile Terms**”), the End User License Agreements set forth in Part A of this Agreement (each a “**License Agreement**”), and Section I (Electronic Services Agreement) above apply to the download or use by you or by someone on your behalf of the MS App to access the Services. You are responsible for all actions taken and communications sent with respect to your accounts using your Credentials by you and any other person who accesses or uses the MS App after it is downloaded to your mobile device.

2. **Compatible Device.** Subject to the applicable License Agreement, you may download the MS

App to any compatible mobile device using the compatible operating system.

3. Location-Based Services. The MS App allows you to enable location services. By doing so, you consent to the use by the MS App of location and mapping data reported by your mobile device to provide you with location-based services, including, but not limited to, finding nearby ATMs or Morgan Stanley branches. Neither we, nor any of our subsidiaries, affiliates, content providers, or service providers, guarantee the availability, accuracy, completeness, reliability, or timeliness of location data used or displayed by the MS App or any Service. Please see our privacy policies for information about how we use and disclose location data.

4. Mobile Communications and Push Notifications. By downloading and using the MS App to access the Services, you agree to view electronically through the MS App all of the Electronic Communications. When you are logged into the MS App, you may receive a message asking if you would like to allow push notifications. Push notifications are a way for an application to deliver information, including alerts, sounds and icon badges, to your mobile device. Push notifications can be delivered whether or not you are currently logged-in to and/or using the application and whether or not your device is in locked and/or in sleep mode.

If you do not wish for others to view your notifications, you should establish a passcode lock for your device, lock it when not in use, and guard your device's screen when it is unlocked. If you do not wish to receive push notifications from us, click "Don't Allow" or other similar button when prompted. If you allow push notifications from us but later decide you no longer want to receive them, you can turn them off through your device notifications settings.

5. Differences in Online and Mobile Platforms. You acknowledge that information or certain Services available directly on MS Online without the use of a mobile device may not be available via the MS App, may be described with different terminology, or may be more current than the information available via the MS App, and that we are not responsible for any errors or problems that may arise from such differences.

6. Mobile Deposit Services. The MS App includes a service (the "**Mobile Deposit Service**") that allows you to deposit a check to accounts in which you are a beneficial owner, by taking a picture of the check and transmitting the image to us. The terms and conditions in this section shall apply to your use of the Mobile Deposit Service.

A. Definitions. For purposes of the Mobile Deposit Service, the following terms have the following meanings:

(i) "**Business Day**" means Monday through Friday. Holidays (including bank holidays and holidays when U.S. banks are permitted to be closed) are not included.

(ii) "**Cut-Off Time**" means 4:30 p.m. Eastern time, or any other time of which we provide you notice from time to time.

(iii) "**Eligible Item**" means any of the following items that are eligible to be deposited through the Mobile Deposit Service: personal checks, corporate checks and government-issued checks, in each case that (a) meet the definition of a "check" as set forth in Regulations J and CC of the Board of Governors of the Federal Reserve System; (12 C.F.R. pts. 210 and 229, respectively); (b) are denominated in U.S. dollars; and (c) are payable to you, to cash, or to your order. The following are not Eligible Items: (q) currency; (r) checks denominated in a foreign currency; (s) checks that are not drawn on a U.S. bank; (t) money orders or traveler's checks; (u) checks endorsed to you or a third party; (v) payable-through drafts; (w) saving bonds; (x) lottery or prize checks; (y) checks drawn on a loan account, such as credit card convenience checks or checks drawn on a Morgan Stanley Bank, N.A. or Morgan Stanley Private Bank, National Association line of credit; or (z) checks that are dated after or more than six (6) months earlier than the date of deposit.

(iv) **“Image”** means the image of an Original Item that is created by taking a picture of the Original Item.

(v) **“MICR Information”** means the numbers, which may include the routing number, account number, check number, check amount, and other information, that are printed near the bottom of a check in magnetic ink.

(vi) **“Original Item”** means the original paper check.

(vi) **“Substitute Check”** is a paper copy of a check created from an Image that satisfies the requirements of the Check Clearing for 21st Century Act and implementing regulations, referred to collectively as Check 21. Substitute checks are sometimes referred to as Image Replacement Documents or IRDs.

B. **Your Responsibilities and Liabilities When Using Mobile Deposit Services.**

(i) **You can Deposit Only Eligible Items.** To use the Mobile Deposit Service, you must take a picture of the front and back of the Original Item that you want to deposit using the MS App. You agree to use the Mobile Deposit Service to deposit only Eligible Items.

(ii) **You must Indorse Your Checks.** You must indorse each Eligible Item prior to taking its picture. If any Eligible Item is missing an indorsement, you authorize Morgan Stanley or its agent banks to supply such indorsement on your behalf. Notwithstanding any indorsement you place on any Eligible Item deposited through Mobile Deposit Services, or the lack of any indorsement on any such Eligible Item, you authorize us to process the Image of such Eligible Item for collection, and you assume all risks of missing or erroneous indorsements. You agree not to deposit any Original Item that contains a restrictive indorsement or other limitation on payment (other than “pay to Morgan Stanley,” “pay to the order of Morgan Stanley” or similar language). If you do so, you agree that we may strike any such restrictions or process the Image without regard to such restrictions, and you assume all losses, costs, expenses and damages that may result.

(iii) **You must Review Your Images for Image Quality.** By transmitting an Image to us for deposit, you represent and warrant that you have reviewed the Image and that it (a) accurately represents the information from the front and back of the Original Item; (b) contains all indorsements from the Original Item; (c) is a legible copy of the Original Item that satisfies these Image quality standards; (d) contains accurate and complete MICR Information; and (e) otherwise satisfies all requirements we disclose to you from time to time. You must ensure the MICR Information from the Original Item matches the Image. You acknowledge and agree that an Image may not capture or include all security features contained in the Original Item, and that we shall have no liability for any damages incurred due to the absence of such security features. You understand that all deposits made through the Mobile Deposit Service are subject to verification of image quality and check data by us and/or other agents, including for compliance with the quality standards of the Board of Governors of the Federal Reserve System and any Image exchange through which the Images may be processed, although we are not under any obligation to you to inspect or verify the accuracy, legibility, or quality of the Images or MICR Information associated with such Images, or for any other purpose. We reserve the right, but undertake no obligation, to correct or amend MICR Information associated with an Image to facilitate processing of an Image or a Substitute Check created from that Image. We may return or refuse to process any Image at our discretion and may require that you resubmit a new Image of the Original Item.

(iv) **You must Retain and then Destroy Original Checks.** You must safely retain your Original Items for fourteen (14) days following the Business Day on which you transmitted the Image of the Original Item to us (if the day on which you transmitted the Image is not a Business Day, then the fourteen (14) day period begins on the first Business Day following the day on which you transmitted the Image). You must retain the Original Item in a manner that prevents unauthorized access to or use of the Original Item. You must promptly provide the Original Item to us upon request. You further agree to destroy each Original Item, at the end of the fourteen (14) day period, in a secure manner that prevents

creation of an Image or copy of the Original Item or access to the information contained on the Original Item. Notwithstanding any provision of this Agreement, and without limitation of other risks, you expressly assume all risks arising from or associated with your retention and/or destruction of an Original Item.

(v) **You are Responsible for Duplicate Deposit or Presentment.** You must ensure that the Original Item for any Image that you transmit to us is not, and has not been, itself processed for payment, whether as an original paper check, as another Image of the check, or in any other form, unless we have notified you that the Image is an Exception Item or there has been a processing error and we instruct you to submit the Original Item to us for processing. You hereby represent, warrant and agree that (a) neither we nor any other person (including a depository bank, drawee, drawer or endorser) will receive presentment or return of, otherwise be charged for, your Original Item, any Image of the Original Item, or any Substitute Check created from an Image of the Original Item such that we or such other person will be asked to make a payment based on a check, Image, or Substitute Check that we or such other person has already paid; and (b) you will not otherwise deposit or process for payment any duplicate Images or Substitute Checks. Without limiting the foregoing, you make to us all warranties provided in the Uniform Commercial Code applicable to a check each time you transfer an Image to us.

(vi) **You must Follow Our Instructions Regarding Exception Items.** We may reject any Image that we determine at our sole discretion is not an Eligible Item, that does not satisfy applicable Image quality standards or otherwise cannot be submitted for collection through the Mobile Deposit Service (each, an “Exception Item”). We will notify you of Exception Items and will provide you with instructions on how to handle such Exception Items, which may include physically depositing the Original Item on which the Exception Item is based. If we have previously credited your account for an Exception Item, we may debit your account for the amount of that Exception Item.

(vii) **You must Notify Us of any Errors.** If you suspect that there has been an error in the processing of any deposit that you make using the Mobile Deposit Service, you must notify us immediately, and in no event later than the later of sixty (60) days after the date of the first account statement on which the deposit appears or ninety (90) days after the date that you transmitted the Image for the deposit to us using the Mobile Deposit Service.

(viii) **You must Comply with the Mobile Deposit Service User Documentation and Applicable Law.** You agree to comply with any Mobile Deposit Service user documentation that we provide from time to time. You must use the Mobile Deposit Service only to make deposits in compliance with Applicable Law.

C. **Processing Images.**

(i) **We must Receive Your Image Before Our Cut-Off Time.** If we receive an Image before the Cut-Off Time on a Business Day, we will review and process your Image the same Business Day. If we receive your Image after the Cut-Off Time or on a day that is not a Business Day, we will review and process the deposit on the next Business Day. An Image is not deemed received until we receive the Image in our processing system and provide an acknowledgement to you of that receipt. Acknowledgement of receipt does not mean that the Image is capable of being processed or that no error occurred in transmission.

(ii) **We can Use Our Discretion as to the Manner of Collection of Your Check.** We may use our discretion in deciding how to attempt to collect your check, including without limitation by processing your Image through an Image collection system or clearinghouse or by converting your Image to a Substitute Check and collecting the Substitute Check through the check collection system. **You also authorize us to collect your check by creating an electronic fund transfer using the information on the Image and processing that electronic fund transfer.** The collection of Images and/or Substitute Checks will be subject to the rules of clearinghouses, Federal Reserve Banks, or private clearing bank agreements governing the manner by which the Images or Substitute Checks are collected and/or returned. The collection of electronic fund transfers is subject to the NACHA Operating Rules. You agree that each Substitute Check or Image is a “check” and/or an “item” for all purposes under applicable federal and

state check law to the same extent as the Original Item whose image was used to create the Substitute Check or Image, except to the extent otherwise provided under Applicable Law.

(iii) **We will Make Funds Available from Your Deposits on a Schedule that We Set.** We will make the funds from the collection of Eligible Items available to you in accordance with the funds availability schedule we establish from time to time. Notwithstanding the foregoing, to the fullest extent permitted by Applicable Law, we reserve the right at our discretion to delay the availability of funds associated with a particular deposit or with a particular Eligible Item deposited. You agree that all credits to your account are provisional, subject to verification and our receipt of “final payment” from the bank or other party on which the Eligible Item is drawn. You authorize us to charge your accounts for all fees and charges that we may incur in connection with the collection of an Eligible Item you have deposited, including fees and charges that we may incur if an Eligible Item is returned to us unpaid for any reason (because, for example, the drawer has placed a stop payment order or the Eligible Item is returned for “insufficient funds” or “account closed”). If an Eligible Item is returned for any reason, whether or not after final payment, you authorize us to charge your applicable account for the amount of the Eligible Item, even if the amount of the Eligible Item has already been made available to you and even if we could claim reimbursement for the Eligible Item from the bank on which the check is drawn or from some other party. We also may charge your applicable account the applicable returned item fees we specify from time to time. We reserve the right to refuse or to return all or part of a deposit at any time. We reserve the right to make adjustments to your accounts upon verification of your deposit or for computation or other errors.

(iv) **We may Handle Returned Images, Reproductions, or Copies Like Returns of an Original Item.** If a Substitute Check or Image is returned to us, the returned Substitute Check or Image will be treated as a returned original check. If we receive as a return a paper reproduction of the Image that fails to meet the requirements for a Substitute Check for any reason, you authorize us, at our discretion, to treat the paper reproduction in the same manner as the original check to which the paper reproduction relates. We shall have no obligation to you in the event that we or any bank in the check collection process rejects or returns an Image or Substitute Check or are otherwise unable to collect any Image or Substitute Check. You acknowledge that if an Eligible Item is returned (e.g., through the return of the Image or Substitute Check created from that Eligible Item) for any reason, you will not receive the Original Item as the returned item.

(v) **We may Set Limits on Your Use of the Mobile Deposit Service.** We may establish limits on the dollar amount, number and/or frequency of submission of Images that you may submit through the Mobile Deposit Service from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to these Mobile Terms, and we will not be obligated to allow such a deposit at other times.

(vi) **We are Not a Bank.** We are NOT a bank, and funds that we hold are not bank deposits or guaranteed by any bank, are not FDIC-insured, and may lose value, including possible loss of principal. However, if you participate in our Bank Deposit Program, your free cash balances may be swept into bank accounts, as described in the disclosures for that program. If you desire to hold funds in a bank deposit, please contact your financial advisor.

(vii) **We may Use Banks and/or Other Third Parties to Process Your Deposits.** We may designate one or more banks or third party processors to assist in the processing and collections of checks that you deposit using the Mobile Deposit Service.

D. Suspension/Termination of the Mobile Deposit Service. We may terminate or suspend the Mobile Deposit Service, or your use of the Mobile Deposit Service, at any time. You may terminate your use of the Mobile Deposit Service at any time by deleting that MS App from your mobile device. Notwithstanding termination of the Agreement or the Mobile Deposit Service, these Mobile Terms shall continue to apply with respect to any Image transmitted through the Mobile Deposit Service, and any related Original Item, Substitute Check or other copy, reproduction or Image thereof.

III. TERMS APPLICABLE TO YOUR USE OF eAUTHORIZATIONS

1. General. The following terms and conditions, and Section I (Electronic Services Agreement), apply to your use of the Morgan Stanley electronic authorizations service (“**eAuthorizations**”) after your enrollment into eAuthorizations. All documents, disclosures, disclaimers and notices relating to eAuthorizations, including, but not limited to, notices of pending wire transfers and required regulatory disclosures, shall be deemed Electronic Communications under the Electronic Services Agreement Section I(3) (Your Consent to Electronic Communications) above.

2. Description of Service. Under the eAuthorizations service, certain transactions are available to be set up by us upon your instruction, and the pending transaction details are sent to you electronically for your review and approval. The types of transactions available under the eAuthorizations service are described on the Service Platform (including but not limited to funds transfers such as wire transfers, check requests, and journals relating to your Morgan Stanley accounts or to external accounts) and are subject to change at our discretion. After we set up such transaction, you will be sent a notification and/or an alert informing you that your transaction is ready for review and authorization. Depending on the nature of the transaction, you may be required to review additional disclosures at that time. After review, you may provide express consent via the eAuthorizations service, and after your consent is received, we will execute the transaction. If we do not receive your consent to the transaction within the disclosed time period, the transaction will expire and will not be executed.

3. Conditions of Service. You understand and agree that:

A. You are responsible for the accuracy of the transaction details and the timeliness of your review once the pending transaction is sent to you via eAuthorizations, and we may rely and act on your consent in order to execute or fulfill the transaction.

B. You are responsible for reviewing and understanding any additional disclosures you may receive via the eAuthorizations service in connection with each pending transaction, including but not limited to, information relating to transaction expiration, processing dates, charges, and regulatory required information.

C. We may rely on any approval, denial, or other direction that we receive from you via eAuthorizations to complete a transaction, regardless of whether you provide us with approval, denial, or other direction through some other channel, such as by faxing documents to us.

D. Use of eAuthorizations is a means of providing us with your electronic signature and may form a contract with us.

4. Service Termination or Suspension. In the event you wish to cancel your use of eAuthorizations, you may have the ability to do so through the Service Platform or you may contact your Financial Advisor or customer service team. If you wish to suspend your use of eAuthorizations or do not want to use the service to review and provide consent for a particular transaction(s), please inform your Financial Advisor or customer service team prior to submitting set up instructions for such transaction. If you do not do so, you understand and acknowledge that we may set up the transaction for your review and approval via the eAuthorizations service, and it is your responsibility to approve or deny such transaction and/or make alternative arrangements with us to fulfill the transaction.

IV. TERMS APPLICABLE TO YOUR USE OF ONLINE PAYMENTS AND ONLINE TRANSFERS

Part A: General Payment and Transfer Terms.

1. Application.

A. The Section IV terms and conditions apply to your use of our Online Payments and/or Online Transfers services after your enrollment into the respective service.

B. Section IV, Part A (General Payment and Transfer Terms), Section IV, Part B (Online Payment Terms), and Section I (Electronic Services Agreement) above, apply to your use of the Morgan Stanley Online Payments service via the Service Platform ("**Payment Service**").

C. Section IV, Part A (General Payment and Transfer Terms), Section IV, Part C (Online Transfer Terms), and Section I (Electronic Services Agreement) above, apply to your use of the Morgan Stanley Online Transfers service via the Service Platform ("**Transfers Service**").

2. All documents, disclosures, disclaimers and notices relating to the Payment Service and Transfers Service shall be deemed Electronic Communications under Section I(3) (Your Consent to Electronic Communications) above.

3. **Definitions.** Unless otherwise defined elsewhere this Section IV, capitalized terms have the following meaning:

A. "**Biller**" is the person or entity to which you wish a payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

B. "**Business Day**" means Monday through Friday. Holidays (including bank holidays and holidays when the New York Stock Exchange is closed) are not included.

C. "**Cut-Off Date**" with respect to a Scheduled Payment means three (3) Business Days before the Scheduled Transfer Date for such Scheduled Payment.

D. "**Due Date**" is the date reflected on your Biller's statement for which the payment is due; it is not the late date or a date during a grace period.

E. "**Laser Draft**" means a check drawn on your Payment Account, which we print and mail to a Biller on your behalf.

F. "**Payment**" means a payment you make from your Payment Account to a Biller using the Payment Service.

G. "**Payment Account**" is the Morgan Stanley account(s) from which bill payments and service fees will be debited as designated by you in your Payment Instructions, or Transfers will be debited or credited in accordance with the Online Transfers Terms and your direction, as applicable.

H. "**Payment Instruction**" is the information provided by you through the Payment Service for a bill payment to be made to the Biller (including, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

I. "**Prohibited Payments**" are payments of the type described below in the section entitled Prohibited Payments.

J. **“Scheduled Payment”** is a payment that has been scheduled by you through the Payment Service.

K. **“Scheduled Payment Date”** is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

L. **“Scheduled Transfer Date”** means, (i) with respect to a payment that will be made electronically, the date on which we make the electronic payment, which typically occurs on the day before the Scheduled Payment Date; and (ii) with respect to a payment that will be made by a check from us or by a Laser Draft, the printing and mailing by us of the applicable check, which typically occurs four days before the Scheduled Payment Date.

4. Contact Information for Errors or Questions.

A. In case of errors or questions about Payments, Transfers, or other transactions in your Payment Account, or if you learn or suspect that any unauthorized party has obtained your Credentials, or need to contact Customer Service for any other reason, please call our Client Service Center at 1 (888) 454-3965 or if you are calling from outside the U.S. call 1 (801) 617-9150 as soon as you can. You can also write to us at: Morgan Stanley, Client Correspondence Department, PO Box 95002, South Jordan, UT 84095.

If you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) calendar days after we sent the **FIRST** statement on which the problem or error appeared.

B. When you contact us regarding any errors or questions about Payments, Transfers, or other transactions in your Payment Account, please:

(i) Tell us your name and Payment Account number.

(ii) Describe the error or the Payment or Transfers you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(iii) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

C. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Payment Account.

D. For errors involving new Payment Accounts or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Payment Accounts, we may take up to twenty (20) Business Days to credit your Payment Account for the amount you think is in error.

F. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

5. Your Liability for Unauthorized Transfers

A. Please notify us **immediately** upon learning or suspecting that any unauthorized party has obtained your Credentials or other means to access your Payment Account. Telephoning (at the numbers listed in the section entitled “Contact Information for Errors and Questions”) is the best way of keeping your possible losses down. You could lose all the money in your Payment Account(s) (plus your maximum line of credit and overdraft, if applicable). If you tell us within two (2) Business Days after you learn of the loss or theft of your Credentials or other means to access your Payment Account, you can lose no more than \$50 if someone used the Payment Service or Transfers Service without your permission.

B. If you do **NOT** tell us within two (2) Business Days after you learn of the loss or theft of your Credentials or other means to access your Payment Account, and we can prove we could have stopped someone from using your Credentials or other means to access your Payment Account without your permission if you had told us, you could lose as much as \$500.

C. Please notify us **immediately** if your statement shows Payments or Transfers that you did not schedule or make. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

6. Periodic Statements.

You will get an account statement in accordance with the Account Agreement for your Payment Account. In most cases, the account statement will be provided monthly, but if there is no activity in your Payment Account in a particular month, you may only receive a statement quarterly.

7. Service Termination, Cancellation or Suspension.

A. In the event you wish to cancel the Payment Service or the Transfers Service, you may have the ability to do so through the Service Platform, or you may contact Customer Service as provided in the section above entitled “Contact Information for Errors or Questions.”

B. Any Payment(s) or Transfers we have already processed before the requested cancellation date will be completed by us. All other Scheduled Payments including recurring payments will not be processed once the Payment Service is cancelled. We may terminate or suspend the Payment Service or Transfers Service at any time for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under these Online Payment Terms or the Online Transfers Terms.

8. Limitation of Liability.

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION IV, IN NO EVENT SHALL MORGAN STANLEY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE PAYMENT SERVICE OR TRANSFERS SERVICE.

Part B: Online Payments Terms

1. Payment Types and Limitations.

You may use the Payment Service to make Payments from your Payment Account to Billers, other than Prohibited Payments. The minimum dollar amount of a Payment to Biller is \$1.00 and the maximum dollar amount of a Payment to a Biller is \$250,000.00. The Payment Service will not process Payments less than the minimum amount (\$1.00) or greater than the maximum amount (\$250,000).

We may permit exceptions to these limits in our discretion. For security reasons or to protect your Payment Account or us, we may from time to time impose additional limits using the Payment Service.

2. Payment Scheduling.

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the then-current date) will be designated by the Payment Service when you are scheduling the payment. You may not select a Scheduled Payment Date that is prior to the earliest possible Scheduled Payment Date designated for each Biller. When scheduling Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or the beginning of any grace period.

3. Payment Authorization and Payment Remittance

You may make Payments using the Payment Service by following the instructions for use of the Payment Service provided by us, as amended from time to time. You authorize us to follow the Payment Instructions that we receive through the Payment Service without verification of the content of those Payment Instructions. You represent and warrant that all your Payment Instructions will be complete and accurate in all respects. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

When we receive a Payment Instruction, you authorize us to proceed as follows:

A. If the payment is to be made electronically, we will make an electronic payment (typically on the day before the Scheduled Payment Date), in the amount of the Payment to the applicable Biller and we will debit your Payment Account in the amount of such Payment on the Scheduled Payment Date;

B. If the payment is to be made by a check from us, we will mail a check (typically four days before the Scheduled Payment Date), in the amount of the Payment drawn on an account held by us to the applicable Biller, and we will debit your Payment Account in the amount of such Payment on the Scheduled Payment Date; and

C. If the payment is to be made by Laser Draft, we will print the Laser Draft (typically four days before the Scheduled Payment Date), drawn against your Payment Account in the amount of the Payment and mail it to the applicable Biller, and the amount of the Payment will be removed from your Payment Account when the Laser Draft clears. You also authorize us to credit your Payment Account for Payments returned to us by the United States Postal Service, any payment system or a Biller.

You can edit or cancel any Scheduled Payment (including recurring payments) by following the directions within the Payment Service, provided that you edit or cancel the Scheduled Payment no later than the Cut-Off Date for such Payment. However, if, after the Cut-Off Date, you see a "cancel payment" or "edit

payment” link on the Service Platform for the pending Payment, you may still be able to edit or cancel the Scheduled Payment by clicking on those links. There is no charge for editing a Scheduled Payment through the Payment Service.

4. Payment Methods.

We reserve the right to select the method with which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment (in which the Payment to the Biller is made by a check drawn on an account held by us), or a Laser Draft payment (in which we will print a check drawn on your Payment Account and mail such check to the Biller).

5. Prohibited Payments.

Payments to Billers outside of the United States or its territories are prohibited and may not be made through the Payment Service. In addition, you agree that you will not use the Payment Service to schedule or make: (A) tax payments, or (B) court-ordered payments (including, but not limited to, child support payments and traffic tickets). Notwithstanding any provision of these Online Payment Terms to the contrary, we shall have no liability or obligation whatsoever under these Online Payment Terms or otherwise in connection with any of the foregoing types of payments, including, but not limited to, any liability for late payment-related charges, or any obligation to research or resolve any claim resulting from any such Payment.

6. Bill Delivery and Presentment.

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Payment Service’s electronic payment options, you also agree to the following:

A. **Information provided to the Biller.** The Payment Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else’s information to gain unauthorized access to another person’s bill. Notwithstanding the foregoing, if a Biller which participates in the presentment of electronic billing requests, you authorize us to provide such Biller with your email address, service address and phone numbers.

B. **Activation.** Upon activation of the electronic bill feature we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current with your Biller. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

C. **Authorization to obtain bill data.** By activating the electronic bill feature for a Biller, you (i) authorize us to obtain bill data from the Biller on your behalf, and (ii) represent and warrant that you have authorized the Biller to provide bill data to us on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

D. **Notification.** We will use reasonable efforts to present all of your electronic bills promptly. In addition to notification within the Payment Service, we may send an email notification to the email address listed for your Payment Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the

Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for the timely scheduling of the payment of all bills.

E. **Cancellation of electronic bill notification.** Each electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

F. **Non-Delivery of electronic bill(s).** You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for timely scheduling the payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

G. **Accuracy and dispute of electronic bill.** We are not responsible for the content or accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

These Online Payment Terms do not alter any obligations you have under any agreement between you and a Biller.

7. The Service Guarantee.

In addition to our obligations under Applicable Law:

A. Subject to Subsection B. of this Section 7 below, if a Payment (i) is scheduled in accordance with these Online Payment Terms and the requirements of the Payment Service; (ii) is in an amount less than fifty thousand dollars (\$50,000); and (iii) posts after its Due Date, we will reimburse you for all valid late payment charges actually imposed by the applicable Biller. If the amount of the Payment is fifty thousand dollars (\$50,000) or more, and the conditions described in (i) and (iii) exist, we will reimburse you for up to fifty dollars (\$50.00) of valid late payment charges actually imposed by the applicable Biller, unless the late payment was caused by a processing error by us, in which case we will reimburse you for all valid late payment charges actually imposed by the applicable Biller.

B. We will undertake a reasonable effort to verify with the applicable Biller the amount of any late payment charges imposed, but if we are unable to do so, you shall be responsible for providing us written proof acceptable to us of the amount of such charges. If we are unable to verify the amount of such charges and you do not provide written proof acceptable to us of such amount, we shall have no obligation to reimburse such charges to you.

C. As part of the late payment charges that we will reimburse under Subsection A of this Section 7, we will reimburse you for finance charges imposed on the late payment amount only.

D. The Service Guarantee described in Subsection A of this Section 7 shall not apply to any Prohibited Payment.

8. Preauthorized Payments.

A. **The Automatic Payment Feature.** If you wish to preauthorize recurring payments to a Biller out of your Payment Account, you can do so in two ways.

- (i) First, you can use the Payment Service to automatically pay a designated amount to a particular Biller on a recurring date that you specify (e.g., the 15th of each month).

- (ii) Second, you can use the Payment Service to schedule regular Payments to a particular Biller based on electronic bills received from that Biller, provided that the amount of a bill falls within a range that you specify for that Biller. You have the option of having Payments for a particular Biller made on the Due Date reflected in each bill, or immediately upon receipt of the bill. We will provide an email notice to you that the bill has been received. You agree that our posting of such a notice constitutes receipt by you of notice of the amount and Due Date of the bill. You also may elect to receive an email notice when each electronic bill is received by us. If the amount of a particular bill is outside of the range you have authorized for Payment to the applicable Biller, we will send you an email notice of that fact, and you will be required to initiate an individual payment to pay the bill through the Service (*i.e.*, the bill will not be paid automatically).

B. Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make a Payment out of your Payment Account (including recurring Payments), you can stop any of these Payments. Here's how:

- (i) First, you can cancel or edit any Scheduled Payment as stated in the last paragraph in the section above entitled "Payment Authorization and Payment Remittance."
- (ii) Second, you can call or write us at the Customer Service telephone number or address set forth in the section above entitled "Contact Information for Errors and Questions," provided that you call or write to us in time for us to receive your request by the Cut-Off Date for the Scheduled Payment (*i.e.*, at least three (3) Business Days or more before the Scheduled Transfer Date for the Payment).

The fees for stop payment requests are stated in the Morgan Stanley account opening materials and the yearly FYI brochure.

C. Notice of Varying Amounts. If regular (recurring) Payments vary in amount, we will send you an email, ten (10) calendar days before each Payment, telling you when it will be made and how much it will be. If you establish a recurring Payment Instruction that is capped at a specified amount and the amount of the cap cannot be evenly divided by the amount of your recurring Payment, the last Payment in the series will be reduced to equal the remainder produced by dividing your cap by your recurring Payment amount. We will not provide you separate notice of the reduction of the final recurring Payment in this circumstance.

D. Liability for Failure to Stop Payment of Preauthorized Payment. If you order us to stop a Payment three (3) Business Days or more before the Scheduled Transfer Date for the Payment, and we do not do so, we will be liable for your losses or damages to the extent provided under applicable law.

9. Our Liability.

We will use reasonable efforts to carry out your Payment Instructions. In addition to our obligations under the section entitled "The Service Guarantee," if applicable, if we do not complete a Payment from your Payment Account on time or in the correct amount according to these Online Payment Terms, we will be liable for your losses or damages to the extent required by applicable law. However, there are some exceptions. We will not be liable, for instance:

A. If, through no fault of ours, you do not have enough funds in your Payment Account to complete the Payment or the Payment would exceed the credit limit of any line of credit or overdraft associated with your Payment Account;

B. If the payment processing center or Payment Service is not working properly and you know or have been advised about the malfunction before you execute the Payment;

- C. If you have not provided us with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
- D. If you have otherwise provided inaccurate or complete information regarding the Payment;
- E. If circumstances beyond our control (such as, but not limited to, fire, flood, pandemic, or interference from an outside force) prevent the proper execution of the Payment;
- F. If the failure to complete a Payment from your Payment Account on time or in the correct amount was due to a failure of third party systems, including, but not limited to, the United States Postal Service, any third party payment systems, or a Biller;
- G. If the failure to complete a Payment on time or in the correct amount was caused by actions we have taken to address the security of our systems or our customers' information;
- H. If the Payment or related funds are subject to legal or other regulatory encumbrance or other process preventing or restricting the Payment;
- I. If we revoked or suspended your Payment Account for inactivity or other reason in our discretion;
- J. If the Payment appears suspicious, fraudulent or unauthorized, and we cannot confirm that it is a legitimate Payment, or if the Payment is (or appears to be) prohibited by law or any payment system rules; and/or
- K. If you failed to follow our instructions for use of the Payment Service.

10. Service Fees and Additional Charges.

The fees for this Payment Service are set forth in the fee schedule provided in the Morgan Stanley account opening materials and the yearly FYI brochure.

Any applicable fees will be charged regardless of whether the Payment Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any other fees associated with your Payment Account will continue to apply.

11. Failed Transactions.

In using the Payment Service, you are requesting that we make Payments for you from your Payment Account. If we are unable to complete the Payment for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the Payment), the Payment will not be completed.

12. Changes to your Contact Information or Payment Account.

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses, or designation of your Payment Account. Changes can be made by contacting Customer Service as provided in the section above entitled "Contact Information for Errors or Questions." All changes made are effective immediately for scheduled and future payments paid the updated Payment Account information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

13. Biller Limitation.

We reserve the right to refuse to pay any Biller to whom you may direct a Payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a Prohibited Payment or an exception payment under these Online Payment Terms.

14. Returned Payments.

In using the Payment Service, you understand that Billers, any payment system through which a Payment is made pursuant to these Online Payment Terms, and/or the United States Postal Service may return Payments to us for various reasons such as, but not limited to, the Biller's forwarding address has expired; the Biller account number is not valid; the Biller is unable to locate the account; or the Biller's account is paid in full. We will notify you through the Payment Service if any Payment is returned to us. We will use reasonable efforts to research and correct the returned payment and return it to your Biller, or void the Payment and credit your Payment Account.

15. Information Authorization.

Your enrollment in the Payment Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Payment Service, you agree that we reserve the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Part C: Online Transfers Terms

1. **The Transfers Service.** These Online Transfers Terms specifically apply to the following functionalities:

A. The online/mobile or telephone transfer of funds to or from your Payment Account from or to your accounts outside of Morgan Stanley (each an "**External Account**") and from your Payment Account to accounts held by third parties (each a "**Third-Party Account**") (collectively referred to herein as "**External Transfers**"); and

B. The online/mobile or telephone transfer of funds between your account(s) held by Morgan Stanley and/or its affiliates (referred to herein as "**Internal Transfers**").

2. **Authorization.** By using the Transfer Service, you authorize Morgan Stanley to initiate debit/credit transactions to any of your Payment Account(s) and/or any External Account, to initiate credits to Third-Party Accounts, and to initiate debits to Third-Party Accounts to correct errors. You further understand and agree that you will not be able to rescind any Transfer that has reached the "Executed" status (as described in Section 3(B)(v)(a)), except in certain cases where the credit/debit entry was not authorized by you.

Should an incorrect amount be withdrawn from or deposited into your account(s) or any External Account, or an incorrect amount be deposited to any Third-Party Account, you authorize Morgan Stanley to correct the error through its initiation of a debit/credit to your applicable account(s), the applicable External Account(s), or the applicable Third-Party Account(s). Should a correction not be possible (due to, for example, insufficient funds), you agree to promptly deposit into your applicable account any and all amounts you may owe Morgan Stanley.

This authorization will remain in full force and effect until Morgan Stanley has received written notification from you of its termination in such time and in such manner as to afford Morgan Stanley and your depository institutions a reasonable opportunity to act on it.

3. General Terms. You may use the Service Platform to set up and initiate both “**One-Time Transfers**” (*i.e.*, on-demand Transfers), which are Internal Transfers or External Transfers that occur on a one-time basis, or “**Recurring Transfers**,” which are Internal Transfers or External Transfers that you set up to occur on a regular, recurring basis. When used in this Section IV, the term “**Transfers**” means, collectively, One-Time Transfers, Recurring Transfers, Internal Transfers, and External Transfers. As part of the Transfers Service, you also may call your Financial Advisor or our Customer Service Center number to (1) initiate One-Time Transfers between the applicable accounts and External Accounts linked through the Transfers Service, or from your account(s) to any Third-Party Account linked through the Transfers Service, or (2) modify the amount, frequency or timing of a scheduled Transfer. Please note that, in order to include a Third-Party Account in Transfers you make using the Transfers Service, you must first call your Financial Advisor to add such Third-Party Account to your list of available accounts for the Transfers Service.

A. With respect to the Transfers Service:

- (i) You understand and agree that certain eligibility requirements may apply (*e.g.*, non-U.S. persons and/or certain account types may be prohibited or otherwise restricted from utilizing the Transfers Service), and Morgan Stanley has the right, in its sole discretion, to restrict or otherwise prohibit your use of the Transfers Service; and
- (ii) You represent and warrant that (a) you own and have authority, or have been given authority by the owner, over each account to which funds are deposited or from which they are withdrawn in connection with the Transfers Service, including the authority to make Transfers to or from each such account; (b) you own and have authority, or have been given authority by the owner, over each External Account to which funds are deposited or from which they are withdrawn in connection with the Transfers Service, including the authority to make Transfers to or from each such External Account; (c) the owner of each Third-Party Account has authorized you and Morgan Stanley to make Transfers to such Third-Party Account and, as necessary to correct errors, from such Third-Party Account; and (d) we may provide access to the Transfers Service and your accounts to any persons you have authorized to have such access, in accordance with and as set forth in any applicable other agreement that you have executed.

B. With respect to Transfers:

- (i) Transfers will be permitted only if you have provided all required information, including, for example, your bank account number and the ABA number, and for Recurring Transfers, the frequency of the Recurring Transfer and the amount of funds to be deposited and/or withdrawn on a recurring basis.
- (ii) You understand that we may use a variety of banking channels and facilities to make Transfers, including, but not limited to, the automated clearing house network (“**ACH Network**”), wire transfers or check, and you authorize us to use any such channel in our discretion. Depending on the means we select to implement a Transfer, the Transfer may be subject to rules and regulations applicable to such means, including, but not limited to, the National Automated Clearing House Association rules, the rules of the applicable local ACH Network, the rules of the Federal Reserve System and the rules of the Clearing House Interbank Payment System.
- (iii) Morgan Stanley may reject any Transfer in its sole discretion, including rejections based on, but not limited to, the status of the applicable accounts, Payment Accounts, External Accounts or Third-Party Accounts or facts suggesting a possible fraudulent transaction.

- (iv) All Transfers are provisional and, even if the Transfer has been given an “Executed” status, are subject to being rejected, reversed or returned (a) if there are insufficient funds in your Payment Account (relating to withdrawals from your Payment Account), or (b) if the institution that holds your External Account or the applicable Third-Party Account rejects the Transfer for any reason, including, but not limited to, if there are insufficient funds in your External Account (relating to deposits into your Payment Account). If more than one deposit into your Payment Account or withdrawal from your Payment Account is rejected, reversed or revoked (including, for example, due to insufficient funds), your enrollment in the Transfers Service may be restricted, discontinued, or otherwise prohibited. If we discontinue your enrollment in the Transfers Service, you will need to re-enroll in order to make future Transfers. Partial fund Transfers are not permitted.
- (v) Status of Transfers:
 - (a) When you enter a Transfer in the Transfers Service which is scheduled to occur on a future date, it will be given a “Scheduled” or “Awaiting Approval” (as applicable) status. On the date that a previously entered Transfer is scheduled to occur, or if you enter a Transfer that is scheduled to occur on the date the Transfer is entered, the Transfer will be given a status of: (1) “Not Approved” if the Transfer will not be processed; (2) “Awaiting Approval” if the approvals for the Transfer have not yet been completed; or (3) “Executed” if the Transfer has been approved for processing. If a Transfer that is in the “Awaiting Approval” status is approved, it will be given an “Executed” status; if it is not approved, it will be given a status of “Expired”.
 - (b) If you request a Transfer to your account from an External Account, and if the Transfer is given a status of “Executed” prior to the cutoff time specified on the initiation page for the Transfers Service (*i.e.*, the webpage on which you can initiate Transfers) on a Business Day, the funds will be available in your account on the next Business Day after the Transfer reaches the “Executed” status. If the Transfer is given an “Executed” status after such cutoff time or on a day that is not a Business Day, the funds will be available two Business Days after the Transfer reaches the “Executed” status. Notwithstanding the foregoing, however, Transfers to your account are subject to the deposit hold policies applicable to your account, and also may be reversed if the institution that holds your External Account rejects the transfer for any reason.
 - (c) If you request an Internal Transfer, once the Transfer is given a status of “Executed,” the Transfer will be effective (even if that occurs on a day that is not a Business Day) and the funds will be available in the account to which the Transfer is made, and will be deducted from the account from which the Transfer is made (provided that there are sufficient funds in the account from which the Transfer is made).
 - (d) If you request a One-Time Transfer to an External Account or a Third-Party Account, the availability of the funds will be subject to the funds availability policies of the institution that holds your External Account or the Third-Party Account. In addition, such One-Time Transfers may be reversed if you have insufficient funds in the account from which you are making the Transfer.
- (vi) One-Time Transfers can be cancelled and/or modified if the cancellation/modification instructions are entered using the Transfers Service **prior to the transaction reaching the “Executed” status.**
- (vii) With respect to External Transfers, we may process your Transfer based solely on the bank identifying number, even if your Transfer indicates a different bank name, and any bank to which we send payment may process the Transfer based on the account or other identifying number you provide, even if the account or other identifying number does not match your name.

- (viii) Recurring Transfers will be made upon the date(s) specified by you, subject to our approval as noted above. If a Recurring Transfer is an External Transfer and the scheduled date falls on a non-Business Day, the deposit or withdrawal will be made on the Business Day prior to the scheduled date; *provided, however*, that a Recurring Transfer may be reversed (a) if there are insufficient funds in your Payment Account (relating to withdrawals from your Payment Account) or (b) if the institution that holds your External Account or the applicable Third-Party Account rejects the Transfer for any reason, including, but not limited to, if there are insufficient funds in your External Account (relating to deposits into your Payment Account). If a Recurring Transfer is an Internal Transfer, the Transfer will be made on the date(s) selected by you, provided there are sufficient funds in the Payment Account from which you are making the Transfer.
- (ix) If you instruct us to limit the total value of a series of recurring payments to a specified amount (a “**cap**”) and the amount of the cap cannot be evenly divided by the amount of your recurring payment, then the cap effectively will limit the amount of the last payment in the series. In that case, you authorize us to reduce the final recurring payment to the amount that would cause the total of your recurring payments under that authorization to equal the cap (*i.e.*, an amount equal to the remainder produced by dividing your cap by your recurring payment amount). (For example, if you instruct us to make a recurring payment of \$100 per month and you apply a \$250 cap, \$250 cannot be divided evenly by \$100. Therefore, your first transfer will equal \$100; your second transfer will equal \$100; and your third transfer will be reduced to equal the remainder of \$50).
- (x) If you have arranged to have preauthorized electronic Transfers made to an account at least once every sixty (60) calendar days from the same person or company, you can call the Client Service Center at 1 (888) 454-3965 or if you are calling from outside the U.S. you may call 1 (801) 617-9150, or call your Financial Advisor to find out whether or not the deposit has been made.

4. Enrolling External Accounts. You may enroll an External Account through the Transfers Service. You authorize us to verify that you own the External Account and verify other information about your External Account. After agreeing to these Online Transfers Terms and providing any additional information required by the enrollment methods below, you may enroll External Accounts in the Transfers Service.

A. Enroll Using Instant Account Verification. You may use the instant account verification method to enroll your External Account. When you use the instant account verification process, you provide information that allows us to access your External Account online on your behalf and to verify information you have provided regarding your External Account with the external financial institution holding such account. To use this enrollment method, the financial institution where you have your account must participate in the service with us. You agree to provide true, accurate, current and complete information about your External Account and you agree to not misrepresent your identity. When you use this enrollment method, you grant us a limited power of attorney, applicable only for the purpose described in this section. The power of attorney appoints us as your attorney-in-fact and agent to access third party internet sites, servers or documents, retrieve information, and use your information to verify your External Account. For purposes of this enrollment method, the limitations of liability and indemnification provisions of this Agreement apply to us as the attorney-in-fact and also to our service provider. Information that you provide for the instant account verification method will be used for the purposes described in this section and all such use of this information is consistent, at all times, with our Privacy Policy.

B. Enroll Using Trial Deposits. You may also use the trial deposit method to enroll your External Account. When you use the trial deposit method, you authorize us to verify each External Account through the use of one or more trial deposits, in which one or more low value payments will be credited to the External Account. Sometimes, a low value payment will be both credited to and debited from the External Account. The trial credit(s) will always occur before the trial debit(s) and the total amount of the

trial debit (s) will always be equal to the total amount of the trial credit(s). In either case, we will ask you to verify the amount of each deposit made into such External Account.

5. Transfer Types and Limitations on Dollar Amounts of Transfers. You may use your Credentials to make External Transfers from your Payment Accounts, and to make Internal Transfers among your Payment Accounts.

The total dollar amount of Transfers you may make out of your Payment Accounts using the Transfers Service on each day, during any 7-day period, or during any 30-day period shall not exceed the following amounts, based on the Household Tier of your Payment Accounts:

Daily	7-Calendar Day Period	30-Calendar Day Period
\$250,000	\$500,000	\$1,000,000

These limits are for the benefit of Morgan Stanley. We may permit exceptions to these limits in our discretion.

For security reasons or to protect your accounts or Morgan Stanley, additional limits may be imposed from time to time.

6. Preauthorized Payments.

A. Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make a payment out of your account (including Recurring Transfers), you can stop any of these payments by contacting us using the information in the section above entitled "Contact Information for Errors or Questions" in time for us to receive your request at least three (3) Business Days or more before the scheduled transfer date for the Transfer. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call.

B. Notice of Varying Amounts. If regular (recurring) payments vary in amount, we will send you an email, ten (10) calendar days before each payment, telling you when it will be made and how much it will be. If you establish a recurring payment instruction that is capped at a specified amount and the amount of the cap cannot be evenly divided by the amount of your recurring payment, the last payment in the series will be reduced to equal the remainder produced by dividing your cap by your recurring payment amount. We will not provide you separate notice of the reduction of the final recurring payment in this circumstance.

C. Liability for Failure to Stop Payment of Preauthorized Payment. If you order us to stop a payment three (3) Business Days or more before the scheduled transfer date for the payment, and we do not do so, we will be liable for your losses or damages to the extent provided under applicable law.

7. Fees. We do not currently charge a fee for Transfers; however, you may be subject to other applicable fees by us with respect to your Payment Account, such including an insufficient funds charge. If you have any questions about such fees, please call our Client Service Center at 1 (888) 454-3965 or if you are calling from outside the U.S. call 1 (801) 617-9150. You also may be subject to fees imposed by other institutions in connection with External Transfers or Transfers involving Third Party Accounts. You acknowledge that we are not responsible for any fees or restrictions imposed by other institutions and that provision of the Transfers Service is subject to applicable limitations and approval. You further acknowledge that all affected accounts must be eligible for the Transfers Service and must meet eligibility requirements.

8. Our Liability. If we do not complete a Transfer to or from your applicable account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages

solely to the extent required by Applicable Law. However, there are some exceptions. We will not be liable, for instance if:

- A. Circumstances beyond our control (such as pandemic, fire, or flood) prevent the Transfer, despite reasonable precautions that we have taken;
- B. The failure to complete a transaction on time or in the correct amount was caused by a third-party (including, but not limited to, (i) an error or failure in a third-party system through which the Transfer is processed or (ii) the institution holding the External Account or Third-Party Account does not properly complete a Transfer);
- C. The failure to complete a transaction on time or in the correct amount was caused by actions we have taken to address the security of our systems or our customers' information;
- D. The system was not working properly and you knew about such system issues when you started the Transfer;
- E. The transaction or related funds are subject to legal or other regulatory encumbrance or other process preventing or restricting the Transfer;
- F. We revoked or suspended your applicable account for inactivity or other reason in our discretion;
- G. You provided inaccurate or incomplete information regarding the Transfer;
- H. The Transfer appears suspicious, fraudulent or unauthorized, and we cannot confirm that it is a legitimate Transfer, or if the Transfer is (or appears to be) prohibited by law, the NACHA rules or any payment system rules;
- I. You, through no fault of ours, do not have enough funds in your account or the applicable External Account to make the Transfer; or
- J. The Transfer would exceed available margin (if any) in your account.

EXHIBIT A to the Morgan Stanley Online Services Agreement

PART 1: End User License Agreements

PART 2: Third Party Software Notices

PART 1(A): MORGAN STANLEY ONLINE SOFTWARE APPLICATION END USER LICENSE AGREEMENT WITH RESPECT TO AN IOS-BASED DEVICE

The Morgan Stanley Online Software Application (the “**Licensed Application**”) is licensed, not sold, to you. As used herein, “you” and “your” shall mean you, individually, and each other party on whose behalf you may use the Licensed Application at any time. If you use the Licensed Application on behalf of another individual or entity, you represent and warrant that you have the authority to enter this legally binding agreement on their behalf. Your license to the Licensed Application is subject to your acceptance of this License Agreement. This License Agreement is concluded between Morgan Stanley and you only and not with Apple. Pursuant to the App Store Terms and Conditions, this License Agreement, AND NOT APPLE’S LICENSED APPLICATION END USER LICENSE AGREEMENT, applies to the Licensed Application. Morgan Stanley (“Licensor”) is solely responsible for the Licensed Application and reserves all rights in and to the Licensed Application not expressly granted to you under this License Agreement.

1. **Scope of License.** This license granted to you for the Licensed Application by Licensor is limited to a non-transferable license to use the Licensed Application:
 - A. Solely to access and use the Morgan Stanley Online Service as authorized by Licensor and for no other purpose; and
 - B. On any iOS-based device (including iPad, iPhone or iPod Touch) that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Services (the “**Usage Rules**”).

This license does not allow you to use the Licensed Application on any iOS-based device that you do not own or control, and you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this License Agreement and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source components included with the Licensed Application). Any attempt to do so is a violation of the rights of Licensor and its licensors. If you breach this restriction, you may be subject to prosecution and damages as well as a loss of the limited rights granted herein.

The terms of this License Agreement will govern any updates and upgrades provided by Licensor that replace and/or supplement the original Licensed Application, unless any such update or upgrade is accompanied by a separate license in which case the terms of that license will govern.

The Licensed Application contains open source software or other third party software that are provided subject to certain notices and additional terms and conditions that you agree to comply with, all of which are made part of this Agreement.

2. **Consent to Use of Data.** Licensor may collect, use and share technical data and related information about your device, system and application software, and peripherals as provided in our Privacy Policy.

3. **Termination.** This License Agreement is effective until terminated by you or Licensor, with or without cause, upon notice; provided, however, your rights under this License Agreement will terminate automatically without notice from Licensor if you fail to comply with any term(s) of Section 1, Scope of License. Upon termination of this License Agreement, you shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application. Sections 2, 3, 8, 11, 12, and 13 shall survive the termination of this License Agreement.
4. **Change to Terms and Conditions.** Upon notice to you, Licensor may add, delete or otherwise modify any portion of this License Agreement in whole or in part at any time. Your continued use of the Licensed Application after receipt of such notice shall represent your acceptance of such terms.
5. **Services; Third Party Materials.** The Licensed Application enables access to the Morgan Stanley Services and may enable access to third party services and web sites. Use of the Services may require Internet access and that you accept certain terms of use. In the event of any conflict between the Mobile Terms, the Agreement, or the other terms and conditions that govern your account and this License Agreement with respect to the Services, the Mobile Terms, the Agreement, or the other terms and conditions that govern your account, as applicable, will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict.

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26. **Crosswalk** <https://crosswalk-project.org/> <https://github.com/crosswalk-project/crosswalk>

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