

## Online Access Agreement for Shareowner Services

This Agreement revised and effective as of September 09, 2019

This Agreement (this "Agreement") contains the terms that govern your use of the Shareowner Services (the "Service") through the Shareowner Services Website.

**Please read this Agreement carefully and keep a copy for your records. By clicking "I Agree" below or using the Website, you are agreeing to the terms of this Agreement. This Agreement includes, among other things:**

- **our obligations as provider of the Service through the Website;**
- **your obligations as a user of the Service through the Website;**
- **the ways in which we may send you notices and disclosures;**
- **your agreement with us to use binding arbitration for most disputes arising under this Agreement and to waive the right to a trial by jury;**
- **your waiver of class-action rights;**
- **limitations on our liability to you; and**
- **your mutual agreement with us that Minnesota law will control this Agreement, without regard to conflict-of-law rules.**

In this Agreement, the words:

- "We," "us," "our" and "Shareowner Services" means Equiniti Trust Company d/b/a Shareowner Services.
- "You" or "your" means, as applicable, each owner of a Shareowner Account or an authorized representative for a Shareowner Account owner.
- "Website" refers to the Shareowner Services website accessible through [www.shareowneronline.com](http://www.shareowneronline.com).
- "Shareowner Account" means each securities account which is accessible through the Website.
- "Online Financial Service" means each of the variety of products and services you may access or enroll in through the Website. It also includes any product or service with a separate agreement that incorporates this Agreement by reference. This includes the opening and maintenance of Shareowner Accounts through the Website.
- "Online Access" means your right or permission to enter or use the Website through the Internet or a network.
- "Business Day" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays.
- "Consumer" means a natural person who has a Shareowner Account for which an Online Financial Service is requested primarily for personal, family or household purposes.
- "Business" means any person other than a consumer that has a Shareowner Account with respect to which an Online Financial Service is requested.
- "Authorized representative" means a person with authority of any kind with respect to a Shareowner Account or an Online Financial Service.
- "Include" and "including," when used at the beginning of a list, indicates that the list contains examples – the list is not exclusive and the items in the list are intended only as illustrations. They are not the only possible items that could appear in the list.

Investment products: NOT FDIC INSURED. MAY LOSE VALUE. NO BANK GUARANTEE.

## **1. What's part of this Agreement; Your other agreements with us; Conflicts between agreements**

### **A. What's part of this Agreement**

Your use of the Service through the Website is subject to this Agreement and also to the following, which are considered part of this Agreement:

- any terms of use appearing on the Website;
- the terms or instructions appearing on the Website when using the Service;
- Shareowner Services' rules, procedures and policies, as amended from time to time, that apply to the Service, each Shareowner Account, and each Online Financial Service;
- the then-current rules and regulations of any funds transfer system or payment system used in connection with a Shareowner Account or Online Financial Service; and
- state and federal laws and regulations, as applicable.

### **B. Your other agreements with us and other persons with whom you have Shareowner Accounts**

In addition to this Agreement, you may have a separate agreement with us, or a person other than us, for each of your Shareowner Accounts and for certain Online Financial Services. You may enter into these separate agreements electronically while using the Website. Each of your Shareowner Accounts and Online Financial Services will continue to be subject to any other agreement that applies to it.

### **C. Conflicts between agreements**

If this Agreement conflicts with the other agreement, or the other agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the Shareowner Account or Online Financial Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in the specific agreement for your Shareowner Account or Online Financial Service, but that do not appear in this Agreement, will apply

To illustrate the rule in the preceding paragraph, if your Shareowner Account or Online Financial Service is covered by another agreement and a dispute arises between you and us under that agreement, then the jurisdiction, governing law, and dispute resolution provisions in that other agreement will control and take precedence over the equivalent provisions in this Agreement.

As an exception to the general rule described in this Section 1, if any other agreement you have with us includes terms that address or affect your Online Access to a Shareowner Account or an Online Financial Service, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address Online Access.

## **2. Your use of the Service; Owners and authorized representatives**

### **A. Your use of the Service**

Subject to all the terms and conditions of this Agreement you may perform authorized transactions related to Shareowner Accounts and Online Financial Services through the Website. The available

Shareowner Accounts and Online Financial Services are described on our Website and may change from time to time, at our sole option. With respect to your Shareowner Accounts, authorized transactions will be described on the Website.

We may, from time to time, introduce new features to the Service or eliminate features from the Service. When this happens we will update our Website accordingly.

You agree and understand that you are solely responsible for acquiring and maintaining a computer or other electronic device that can access the Service through the Website (including the necessary equipment), and that you are responsible for all costs associated with accessing the Service through the Website and your Shareowner Accounts.

### **B. Owners and authorized representatives**

If a Shareowner Account is owned by more than one person, each owner individually has the right to provide us with instructions, make any decision, obtain any information or to make any request associated with their Shareowner Accounts. Please refer to the specific agreements for your Shareowner Accounts and Online Financial Services for more details.

You represent and warrant that any authorized representative you appoint who accesses a Shareowner Account or an Online Financial Service will be acting on your behalf and will be bound by this Agreement and any separate agreement governing the Shareowner Account. You agree that your authorized representatives are fully authorized by you to act with respect to Shareowner Accounts and Online Financial Services.

## **3. Accessing Shareowner Accounts and Online Financial Services through the Service and terminating access**

### **A. Gaining online access**

You authorize Shareowner Service to provide access to your Shareowner Accounts and Online Financial Services through the Website. You may access your Shareowner Accounts and Online Financial Services at the Website to obtain information and perform transactions as authorized on the Website.

To access your Shareowner Accounts and Online Financial Services through our Website you must have a username, a password and the required hardware and software as described on the Website. You must also comply with any other security procedures and policies we may establish from time to time.

Subject to the terms of this Agreement, you will generally be able to access your Shareowner Accounts and Online Financial Services through the Website seven days a week, 24 hours a day. At certain times, the Service may not be available due to system maintenance or circumstances beyond our control.

You must provide all telephone and other equipment, software (other than any software provided by us) and services you need to access the Service.

### **B. Terminating online access**

**1. For violation of the Agreement:** If you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule), you agree that we may suspend or terminate your access to

your Shareowner Accounts and Online Financial Services. We will not be required to reinstate or re-activate your access.

**2. By your own choice:** If you close all of your Shareowner Accounts and terminate your Online Financial Services, or elect to withdraw from the Service, we will suspend or terminate your access. We will not be required to reinstate or re-activate your access.

### **3. Additional provisions for Shareowner Accounts**

#### **A. Removal of online access**

For each Shareowner Account, you may request removal of online access on the Website. We may, in our sole discretion, terminate or suspend online access to any Shareowner Account.

#### **B. System maintenance and online account access**

At certain times, online access to one or more of your Shareowner Accounts may not be available due to system maintenance or circumstances beyond our control.

#### **C. Linking and displaying Shareowner Accounts**

If you enroll for the Service, all Shareowner Accounts on which you are an account owner or authorized representative will be linked and displayed as selected by you. Shareowner Accounts that are linked together will appear on the Website's Account Summary page without regard to who else may have an ownership interest in each Shareowner Account.

### **4. Your authorization of electronic transfer of funds**

You authorize Shareowner Services to initiate electronic debit and credit entries, or wire transfers upon your direction for the purpose of completing the transfer of funds to or from a financial account designated by you. Processing fees for this service may apply, and will be deducted from your transaction or payment proceeds.

You acknowledge that You are the authorized signer(s) on the account and that the ownership coincides with the ownership on the shareowner account at Shareowner Services. You acknowledge that the origination of ACH transactions and wire transfers on Your account must comply with the provisions of U.S. Law.

You confirm that any financial institution information You may enter for any transaction is accurate. You will be responsible for any and all losses attributable to incorrect information provided to Us, including but not limited to any monetary loss incurred by Shareowner Services due to currency exchange. Shareowner Services may rely on the information that You entered and You hereby waive any and all claims against Shareowner Services or the financial institution involved with respect to the operation of this service. This authorization will remain in full force and effect until Shareowner Services has received notification from You of its termination in such a time and manner as to afford Shareowner Services a reasonable opportunity to act on it. **This authorization may be revoked only by calling 1-800-468-9716, or by doing so electronically on this website.**

Shareowner Services and the financial institution involved reserve the right to terminate this service at any time. In the event that any amounts are transferred in error, You will cooperate with Shareowner

Services to resolve such errors promptly. Further, Shareowner Services is authorized to initiate corrections to any amounts transferred in error, and You hereby waive any claims against Shareowner Services or the financial institution involved with respect to the operation of this service.

## **5. Download services**

### **A. Description of download service for Shareowner Accounts**

Download services for Shareowner Accounts allow you to download certain information into Quicken®, Microsoft® Money, and other software we may identify from time to time on the Website that you have installed on your computer (collectively "Personal Financial Management Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Personal Financial Management Software. The following is a brief description of the various features of and requirements for using the download service. From time to time, we may add to, modify, or delete any feature of the download service in our sole discretion.

### **B. Account information**

You understand and agree that:

- not all of the information in your Shareowner Accounts can be downloaded into your Personal Financial Management Software;
- information you can download may not include all of your account activity;
- the account information will not necessarily reflect transactions that have not yet been completed or settled and will only reflect the account information in your Shareowner Accounts at the point in time that you download the information;
- account information in your Shareowner Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download to your Personal Financial Management Software will not be automatically updated by us, and that you will have to update the Shareowner Account information by downloading more current information from your accounts;
- the Shareowner Account information may include information you have provided to us; and
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Shareowner Account information in your Personal Financial Management Software, which, for example, as stated above, may not be the most updated information and it may not include pending transactions.

### **C. Security of data transmission and storage**

1. You agree and understand that:

- you assume all risk that any Shareowner Account information you download and store in your Personal Financial Management Software may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the Shareowner Account information out of our secure computers by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Personal Financial Management Software provider); and
- we are not responsible for the security and confidentiality of the Shareowner Account information if you: (i) use wireless connections to download your account information, in which case you acknowledge

such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Personal Financial Management Software.

**2. You agree that any Shareowner Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.**

#### **D. Disclaimers**

**1. You agree and understand that the Shareowner Account information you download through the download service is provided to you "as is" and "as available."**

**2. You agree and understand that we make no warranties and have no liability as to:**

- **The accuracy, completeness, availability or timeliness of the Shareowner Account information, text, graphics, or other items in the Shareowner Account information that you can download through the download service;**
- **The errors or omissions in the delivery or transmission of the Shareowner Account information from us to you (and "you" includes delivery to your Personal Financial Management Software and/or your computer); and**
- **The download service's fitness for a particular purpose and non-infringement of any third party rights.**

**3. You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.**

#### **E. Additional limitations of liability for the download service**

You agree that we will not be liable to you for:

- your inability to use the download service;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any Shareowner Account information or any other information;
- unauthorized access to your Shareowner Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- your inability to access your Shareowner Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), acts of God, strikes ,or other labor problems); or
- any other matter relating to the download service.

#### **6. Using email to send information and inquiries to us**

**1. The Service may, from time to time, provide email forms for you to ask questions about your Shareowner Account(s) or give comments on the Service. These email forms will be accessible after you sign on with your password to a secure session of the Service. To ensure the security of your Shareowner Account information, we recommend that you use only these email forms when asking**

**specific questions about your Shareowner Account(s). You cannot use email to initiate transactions on your Shareowner Accounts. For transactions, please use the appropriate functions within the Service or call Shareowner Services toll free at 1-800-401-1957 or by mail to Shareowner Services PO Box 64856 St. Paul, MN 55165-0856**

## **7. Security for your Shareowner Accounts and Online Financial Services**

You will use a username and a password, and/or such other security and authentication techniques as we may require from time to time, to access your Shareowner Accounts and Online Financial Services through the Service. We recommend that you change your password regularly. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as random number generators, to enhance the security of your Shareowner Accounts and Online Financial Services. We may also require the use or activation of specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and “cookies”, in order to utilize the Service. We may also acquire detailed information concerning the computer or computers you use to access the Service, including unique internal and network identifiers for your computer(s), in order to enhance and facilitate secure access to the Service.

### **A. Creation of new password**

Your password:

- can be changed within the Service.
- must meet the requirements specified on the Website.

For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password confidential.

### **B. Protecting your security**

If you believe that your password may have been lost or stolen, or that someone has viewed, downloaded, or deleted electronic records from your Shareowner Account or Online Financial Service without your permission, or if you suspect any fraudulent activity on your Shareowner Account, you agree to immediately notify us:

- by calling 1-800-401-1957 anytime, 24 hours a day, 7 days a week, or writing Shareowner Services PO Box 64856 St. Paul, MN 55165-0856
- In the event of unauthorized use of your username and password, you may be liable for resulting losses to the extent permitted by law.

Information exchanged through the Service is protected by advanced encryption techniques while being transmitted. These security measures still require your responsible behavior in protecting your username and password for the Service. Please use maximum caution in protecting your username and password.

## **8. Privacy**

We are committed to protecting your privacy. All information gathered from you in connection with using the Service will be governed by the provisions of our online privacy policy, which may be reviewed

at [Online Privacy Policy](#). All information and records we receive or maintain are held in the United States of America and are subject to U.S. law. By entering into this Agreement, you consent to the application of U.S. law, including applicable U.S. law concerning privacy and the use of information, to all information and records we receive and maintain.

We may use automated processes to detect any use of the Service that violates the terms of this Agreement or any applicable law.

## **9. Additional responsibilities**

You are responsible for:

- actions that may be taken by anyone using the Service after signing in with your username and password. We are entitled to rely and act upon instructions received under your username and password.
- keeping your username and password confidential and for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service. You agree that you will be the only user of your username and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Shareowner Account whether or not authorized by you. You agree to immediately notify Shareowner Services toll free at 1-800-401-1957 or by mail to Shareowner Services PO Box 64856 St. Paul, MN 55165-0856 and report any actual or suspected unauthorized use of your username or password.

You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your identity. You certify that you are at least 18 years of age or older.

You will:

- not use the Service for any illegal purposes;
- comply with all regulations, policies and procedures of networks through which you access and use the Service;
- not use the Service for any activity or use that may disrupt the Service or the networks through which you access or use the Service; and
- not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

You are responsible for and must provide all telephone and other equipment, software (other than any software provided by us) and services necessary to access the Service.

## **10. Disclaimer of warranties; limits on our liability and obligations to you; your agreement to indemnify us against certain losses**

### **A. Disclaimer of warranties**

To the fullest extent permitted by law, we make no warranties of any kind for the Service, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error free, that defects will be

corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

## **B. Limits on our liability and obligations to you**

In no event will Shareowner Services or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Service, or the inability to use the Service, even if advised of the possibility of such damages. Some states may prohibit the limitation of liability for consequential or incidental damages. In those states the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such state) may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for:

- any loss or liability you may incur resulting in whole or part from any failure or misuse of:
  - your equipment, or
  - software provided by an external company such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them, or
- any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.

Shareowner Services does not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant Online Financial Service or Shareowner Account;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate:
  - any applicable provision of any risk control program of the FDIC, Federal Reserve or the Office of the Comptroller of the Currency, or
  - any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our policies, procedures or practices; or
- we have other reasonable cause not to honor for our or your protection.

In no event will Shareowner Services be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

## **C. Your agreement to indemnify us**

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Shareowner Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement;
- your violation of any law or rights of a third party; or
- the provision of the Service or use of the Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative.

### **11. Dispute resolution program: Arbitration Agreement; waiver of class action rights**

This section constitutes the Arbitration Agreement between you and us and includes a mutual waiver of class action rights.

#### **A. Non-judicial resolution of disputes**

If you have a dispute with us, and it cannot be resolved informally, you and we agree that any dispute between or among you and us, regardless of when it arose, will be resolved by the following arbitration process. You understand and agree that you and we are each waiving the right to a jury trial or a trial before a judge in a public court. As an exception to this Arbitration Agreement, both you and we retain the right to pursue in small claims court in the state where you reside any dispute that is within that court's jurisdiction. This Arbitration Agreement will apply only to disputes in which either you or we seek to recover an amount of money, not including attorney fees and costs, which exceed the jurisdictional dollar limit of the appropriate small claims court.

#### **B. Definition of disputes**

A dispute is any unresolved disagreement between or among you and us. It includes any dispute relating in any way to your Shareowner Account, Online Financial Service and/or the Service. It includes claims based on broken promises or contracts, torts (injuries caused by negligent or intentional conduct) or other wrongful actions. It also includes statutory, common law, and equitable claims. A dispute also includes any disagreement about the meaning of this Arbitration Agreement, and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Agreement.

#### **C. Binding arbitration and waiver of class action rights**

Binding arbitration is a means of having an independent third party resolve a dispute without using the court system, judges or juries. Either you or we may require the submission of a dispute to binding

arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has been commenced. If either you or we fail to submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other compelling arbitration.

**Neither you nor we will be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.**

Each arbitration, including the selection of the arbitrator will be administered by the American Arbitration Association ("AAA"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement will control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute.

You and we each agree that in this relationship:

- You and we are participating in transactions involving interstate commerce;
- Each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and us about which the dispute arose.

To find out how to initiate arbitration, please call any office of the AAA or visit the AAA website at [www.adr.org](http://www.adr.org).

#### **D. Rights preserved**

This Arbitration Agreement and the exercise of any of the rights you and we have under this Arbitration Agreement do not stop you or us from exercising any lawful rights to use other remedies available to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or court appointment of a receiver by a court having jurisdiction.

#### **E. Miscellaneous**

You and we each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment, or partial summary judgment. The AAA, the arbitrators, you and we, must, to the extent feasible, take any necessary action to ensure that an arbitration proceeding, as described in this Arbitration Agreement, is completed within 180 days of filing the dispute with the AAA. These parties must not disclose the existence, content, or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by applicable law or regulation. This provision will be liberally construed in order to ensure the enforcement of this Arbitration Agreement. Arbitration proceedings are conducted in the state where you reside or at a location determined by the AAA.

All statutes of limitations applicable to any dispute apply to any arbitration between you and us. The provisions of this Arbitration Agreement will survive termination, amendment, or expiration of your

Account relationship or the governing Agreement or any other relationship between you and us. This Arbitration Agreement constitutes the entire agreement between you and us and supersedes all prior arrangements and other communications concerning dispute resolution. If more than one arbitration agreement entered into by you and us is potentially applicable to a dispute, the one most directly related to the Account or transaction that is the subject of the dispute will control.

#### **F. Fees and expenses of arbitration**

You must pay the applicable AAA filing fee when you submit a written request for arbitration to the AAA. The AAA's filing fee and administrative expenses for an arbitration on documents alone without oral hearing, will be allocated according to the AAA's Rules, except that for claims of less than \$1,000.00, you will only be obligated to pay a filing fee of \$15.00 and we will pay all of the AAA's other costs and fees. At your written request, we will temporarily advance up to \$500.00 towards the filing, administrative, and/or hearing fees for any dispute in excess of \$1,000.00 which you may have filed against us, after you have paid an amount equivalent to the fee, if any, for filing a claim for such a dispute in state or federal court (whichever is less) in the judicial district in which you reside. However, if you elect an in-person arbitration process, you must pay your share of the higher administrative fee and the additional costs for this process. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative, and/or hearing fees in connection with the arbitration including, but not limited to, those costs and fees paid by us on your behalf. Unless inconsistent with applicable law, you and we will each bear the expense of our own attorneys', experts', and witness fees, regardless of who prevails in the arbitration.

### **12. Notices and communication**

#### **A. Generally**

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Shareowner Account, Online Financial Service, or the Service (collectively "Account Related Information") through mail, electronically, or by other means available. This information will be sent to the postal or electronic address ("E-Address") of the owner of the applicable Shareowner Account or Online Financial Service as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The E-Address may be an e-mail address, other Internet address, text messaging number, or other electronic access address provided to us in accordance with this Agreement. Any Account Related Information will be deemed to have been sent on the first Business Day following the date on it. Account Related Information that is held for pick-up or posted on our Website will be deemed to be delivered to you at the time that we make it available for pick-up or sends notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners, delegates, or other persons with access to the applicable Shareowner Account or Online Financial Service. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

#### **B. Electronic delivery and communication**

Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either:

- to your E-Address,
- by posting the information on our Website or to your online banking secure mailbox, and sending you a notice to your postal address or E-Address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it, or
- to the extent permitted by law, by posting the information to our Website. You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on our Website.

**Telephone calls and text messages.** You agree that we can make telephone calls and send text messages to you in order for us to:

- service your accounts,
- collect any amount you may owe,
- discuss our relationship, products, and services with you.

The ways we may call you include using prerecorded/artificial voice messages and through the use of an automatic telephone dialing system. We may call you and send text messages to your telephone number, including mobile/cellular telephone numbers that could result in charges to you.

If your only relationship with us is as a participant in an employer-sponsored retirement or deferred compensation plan, we will not treat this paragraph as authorizing us to make telephone calls or send text messages to you to discuss other products and services we offer.