

# Cash Solutions Account Terms & Conditions

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Cash Solutions Account is an optional feature that can be added to a self-directed Brokerage Account (excluding retirement accounts) for the ability to write checks, use a debit card and access Billsuite™ ("bill pay"). TIAA Brokerage can specify requirements before a Cash Solutions Account can be opened, including, but not limited to, minimum account balance and age of Brokerage Account (open for at least 30 days). Fees apply.

**KEEP A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.**

## I. Cash Solutions Account Terms

### Section A – Background

#### 1. Roles of Service Providers

**TIAA Brokerage.** Through agreements with Pershing, TIAA Brokerage has made arrangements to offer the Cash Solutions Account as an optional fee-based feature on TIAA Brokerage Accounts.

**Pershing.** Pershing is carrying your account as clearing broker pursuant to a clearing agreement with TIAA Brokerage. Pershing has arranged with Administrator (defined below) and Bank (defined below) for the issuance of Check (defined below) writing privileges and Visa® cards to TIAA Brokerage clients. In addition, Pershing has arranged with Administrator and CheckFree (defined below) for the provision of Billsuite Services (defined below) to TIAA Brokerage clients.

**Bank, Administrator and CheckFree.** Bank is responsible for issuing the Cards (defined below) and Checks hereunder. Administrator is responsible for administration of the Banking Services (defined below) and Billsuite Services provided hereunder. Administrator makes available the Billsuite Services provided by CheckFree.

#### 2. Agreement Structure

For administrative convenience, this Agreement (defined below) contains five sections.

Section A provides background information applicable to the Brokerage, Banking Services and Billsuite arrangements provided under this Agreement. Section A is hereby incorporated by reference into and made a part of each of the Brokerage Agreement, Banking Services Agreement and Billsuite Agreement.

Section B provides the Account descriptions, features and terms and conditions related to the use of the Cash Solutions Account within your Brokerage account with TIAA Brokerage and Pershing. The Agreement is made by and between you, TIAA Brokerage and Pershing. Neither Bank nor Administrator are parties to this Agreement and neither Bank nor Administrator has any rights, responsibilities or obligations under this Agreement.

Section C provides the terms and conditions related to the checking, ACH and Card transaction services that are associated with your Cash Solutions Account ("Banking Services Agreement"). The Banking Services Agreement is made by and among you, Pershing, Bank and Administrator.

Section D provides the terms and conditions related to the Billsuite services ("Billsuite Agreement"). The Billsuite Agreement is made by and among you, Administrator, and CheckFree.

Section E provides additional terms and conditions that are applicable to each of the Brokerage Agreement, the Banking Services Agreement and the Billsuite Agreement. Section E is hereby incorporated by reference into and made a part of each of the Brokerage Agreement, Banking Services Agreement and Billsuite Agreement.

The term this "Agreement" means the Brokerage Agreement, Banking Services Agreement and Billsuite Agreement, collectively.

### 3. Contact Us

You may contact TIAA Brokerage at: TIAA Brokerage, PO Box 1280, Charlotte, NC 28262. Or call us at (800) 842-2252, weekdays 8:00 a.m. – 7 p.m. (ET).

### 4. Definitions

Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings set forth below.

“Account” refers to your cash or margin brokerage account with TIAA Brokerage.

“Account Agreement” refers collectively to the agreements you make with (a) TIAA and Pershing with respect to brokerage services, (b) Pershing, Bank and Administrator, solely with respect to Banking Services, and (c) Administrator and CheckFree solely with respect to Billsuite Services, when you open a Cash Solutions Account, consisting of: the TIAA Brokerage Account Application; this Agreement; the Option Agreement, if applicable; and any other written agreements between you and TIAA or Pershing, all as amended from time to time.

“Account Services” means the respective services provided pursuant to this Agreement.

“ACH Transaction” means a transaction cleared through the Automated Clearing House.

“Administrator” refers to BNY Mellon Investment Servicing Trust Company, which is responsible for administration of the Banking Services (via Bank) and Billsuite Services (via Bank) provided hereunder.

“Agreement” refers to this Agreement, which is comprised of the Brokerage Agreement, the Banking Services Agreement and the Billsuite Agreement and any related documents as amended from time to time.

“ATM” means automated teller machine.

“ATM Withdrawal” means a Card Transaction (defined below) in which you receive money from an ATM.

“Available Balance” means the maximum amount you may withdraw from your Account using your Card or Checks (including via ACH Transactions).

“Available Margin Loan Value” means the amount of credit Pershing may extend to you based on the value of marginable securities held in your Margin Account.

“Bank” means, as the context requires: (i) PNC Bank, N.A., or any successor bank, solely with respect to Cards and Card Transactions; and/or (ii) The Bank of New York Mellon, or any successor bank, solely with respect to Checks, Checking Transactions and ACH Transactions.

“Banking Day” means every day of each week for purposes of imposing security limits on the number and amount of ATM Withdrawals, Cash Advances, Purchases and Card Authorizations you can perform. For these purposes, Banking Days begin at 12 a.m. midnight Eastern Time. A Banking Day may, as applicable, exclude Bank or Pershing holidays.

“Banking Services” means Check-writing privileges, Card, ACH and related services.

“Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be using the Billsuite Service.

“Billing Account” is the Account from which all Billsuite Service fees will be automatically debited.

“Billsuite” means the bill payment and presentment service that enables you to view, pay and manage bills online 24 hours a day, seven days a week.

“Billsuite Service” means the bill payment service provided by CheckFree. The Billsuite Service is made available by Administrator via Bank through your Account with Pershing.

“Billsuite Service Provider” means CheckFree Services Corporation and/or Administrator, as applicable.

“Brokerage” means an account held with TIAA Brokerage that permits the Cash Solutions Account to be an optional feature.

“Business Day” means Monday through Friday, excluding federal holidays (for the Brokerage Agreement and Banking

Services Agreement), and Federal Reserve Holidays (for the BillSuite Agreement). Although Pershing's, Administrator's or Bank's offices may be open on certain federal holidays, these days are not considered Business Days for purposes relating to the transfer of funds.

"Card/Cards" refers to one or more Visa® debit cards issued by the Bank on your Account.

"Card Authorization" means a Card Transaction in which you authorize others to place a hold on your Available Balance to ensure future payment.

"Card Transaction" means those transactions which you can perform with your Card as more fully described below.

"Cash Advance" means a Card Transaction in which you receive money back from a merchant or financial institution. Cash Advances do not include ATM Withdrawals.

"CheckFree" means CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc. CheckFree provides the BillSuite Services pursuant to the terms of the BillSuite Agreement.

"Checks" mean the checks issued on your Account and drawn on the Bank.

"Check Transaction" means those transactions which you initiate via a Check.

"Debit Balance" means the Account balance representing money owed TIAA Brokerage or Pershing.

"Documents" or "Documentation" mean any disclosure documents, Funds' prospectus(es), the Agreement and the Account Application (which contain additional terms governing the Account), all as may be amended from time to time.

"Due Date" is the date reflected on your Biller statement on which the BillSuite payment is due; it is not the late date or grace period.

"Electronic Fund Transfer" means any transfer of funds initiated or authorized by you through an electronic payment system. Card Transactions and certain ACH Transactions are considered Electronic Fund Transfers.

"Fed Funds" refer to the funds that are immediately available and not subject to an availability or collection hold.

"Foreign Account" refers to an Account for which the primary Account holder is not a resident or not a citizen of the United States.

"Free Credit Balance" refers to the sum of any cash balance in your Account. (When a cash balance in your Margin Account is collateral for your obligations to cover short securities and/or option positions, it is not available for your use and is not included in your Free Credit Balance.)

"Fund(s)" mean any money market fund(s) or cash sweep product Pershing makes available and which is/are selected by you.

"Good Delivery" refers to the delivery to Pershing of freely transferable securities (that is, properly registered, endorsed and fully negotiable stock certificates).

"I, Me, My, You, Your, Accountholder" refers to all of the individual Account owners and persons who sign the Account Application for individual and joint Accounts and refers to the corporation, limited liability company, partnership, trust or other legal entity for corporate, limited liability company, partnership, trust or other legal entity Accounts.

"Payment Account" is the Account from which bill payments will be debited.

"Payment Instruction" is the information provided by you to the BillSuite Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number and Scheduled Payment Date (defined below)).

"Pershing" means Pershing LLC. The role of Pershing is detailed within your brokerage account Customer Account Agreement.

"Prospectus" is an offering document describing those money market fund(s) made available by Pershing in connection with your Account.

“Purchase” means a Card Transaction in which you purchase goods or services.

“Regulation E” means Regulation E (12 C.F.R. part 1005) of the Consumer Financial Protection Bureau.

“Scheduled Payment Date” is the day you want your Biller (via BillSuite) to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

“Short Sale” means the sale of a security you don’t own, or that you have instructed Pershing not to deliver against your sale (“short against the box”).

“Transaction” means those transactions which you can perform with your Cards and Checks as more fully described in this Agreement, as well as ACH Transactions.

“Unauthorized Transaction” means a Transaction made by someone without your authorization and from which you received no benefit. An Unauthorized Transaction does not include: (a) a Card Transaction by a person to whom you furnished your Card or personal identification number (“PIN”) unless you have notified us that Card Transactions by such persons are no longer authorized and we have had a reasonable opportunity to act on such notice; (b) a Transaction made or authorized by you with the intent to defraud; or (c) a Transaction which is made in error by us.

“We, Us, Our” means, as the context requires, TIAA, Pershing, Administrator and/or Bank (for the Cash Solutions and Banking Services Agreement); and means CheckFree Services Corporation and/or Administrator (for the BillSuite Agreement).

## **Section B – Cash Solutions account descriptions, features and terms**

### **1. Description of Account**

An Account with Cash Solutions features consists of three parts: (a) a conventional Brokerage Account which is either a cash or margin account, or both; (b) access to funds in the Account via Cards, Checks and ACH Transaction and via the BillSuite Service; and (c) a choice of Funds. In connection with your Account, monies that you owe Pershing or TIAA Brokerage such as: (a) Debit Balances in the Account; (b) amounts owing as a result of your Card, Checks or ACH Transactions or use of the BillSuite Service; or (c) Account, deposits made for you that are later reversed may be satisfied by any of the following: (1) any credit in your Account; (2) redeeming shares from your Funds; (3) if applicable, making loans to you from your Brokerage margin Account; or (4) the sale of any securities or other property held by Pershing for you.

### **2. Minimums to open an Account**

TIAA Brokerage may, at any time, have minimum requirements before the Cash Solutions Account may be opened. These minimums may include, but are not limited to, a minimum age (open for 30 days) of the Brokerage account and a minimum balance in cash, marginable securities or a combination of both (\$10,000).

### **3. Minimum required to maintain an Account**

As indicated in the Customer Account Agreement, if you do not fund your Account within 30 days of Account opening or your Account remains unfunded and inactive (no statement is generated) during any three-month consecutive period, TIAA Brokerage reserves the right to close your Account without prior notice to you. In addition, if you maintain a small balance in your Account (for example, \$100 or less), during any three-month consecutive period, TIAA Brokerage reserves the right to close your Account without prior notice to you.

Although Pershing does not require a specific minimum balance be maintained for Cash Solutions Accounts, Pershing reserves the right to request additional funds or securities be deposited whenever the asset value of the Account falls below 50% of the initial minimum requirement. If, after Pershing has notified you that additional assets must be deposited, the Account is not brought back up to at least 50% of the initial minimum requirement in a reasonable time period, Pershing reserves the right to terminate the Cash Solutions Account at which time you agree to destroy any Cards or Checks previously issued to you.

### **4. Applicable rules and regulations**

All of your transactions shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, where transactions are executed by Pershing, including any of Pershing’s subsidiaries and affiliates or TIAA Brokerage.

## 5. Fund

Amounts contributed and received will be invested in the cash sweep product of your choice subject to prior payment by you and on your behalf of any outstanding margin loan balances, Card overdrafts or other debit items arising from Card usage, Check usage or ACH or Billsuite Transactions. If the cash sweep product you selected is a money market Fund, you have received and read a copy of the Prospectus of the cash sweep product, which contains a more complete description of it and its operation. Please note that some special tax-exempt Funds are only available to residents of one state.

Pershing will automatically withdraw from the cash sweep or (if your cash sweep is a money market Fund) redeem sufficient shares of the cash sweep to pay for all securities transactions, Card, ACH, Checking and Billsuite transactions. If you intend to send funds to settle securities transactions, Pershing must receive those funds on the Business Day before the settlement date to prevent an automatic redemption. Pershing will redeem sufficient shares of the Fund to pay for Card, ACH, Checking and Billsuite transactions on the date Pershing posts the transaction to your account, if the Fund you selected is a money market Fund.

## 6. Presumption of receipt of communications

Communications may be sent to you at your current address or email address, which is on file at TIAA Brokerage's office, Pershing's office, or at such other address as you may hereafter give Pershing in writing or through TIAA Brokerage; and all communications so sent, whether by mail, email, messenger or otherwise, shall be deemed given to you personally, whether actually received or not.

## 7. Representation as to capacity to enter into Agreement

You, if an individual, represent that you are of full age, that unless otherwise disclosed to TIAA Brokerage or Pershing in writing, you are not an employee of an exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member firm or member corporation registered on any exchange, or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptance or other forms of commercial paper. You further represent that no one except you has an interest in your Account(s) with TIAA Brokerage or Pershing.

## 8. Assignment of Pershing's rights under this Agreement to TIAA Brokerage

You agree that any rights that Pershing has under this Agreement, including but not limited to the right to collect any Debit Balance or other obligations owing in any of your Accounts, may be assigned to TIAA Brokerage so that TIAA Brokerage may collect from you independently or jointly with Pershing, or enforce any other rights granted to Pershing under this Agreement.

## 9. Rights to terminate Account

You understand that TIAA Brokerage or Pershing may cease all Account services provided to you for any reason, in its discretion, including but not limited to the following: (1) if you exceed your available balance; (2) if TIAA Brokerage or Pershing determines that your use of the Account is inconsistent with investment purposes; or (3) if TIAA Brokerage or Pershing shall determine that it no longer wishes to offer the Account Services or Account to you. However, if TIAA Brokerage or Pershing ceases to offer the Account, a prorated portion of the annual fee paid will be credited back to your Account based on the number of months remaining. In the event your Cash Solutions Account is terminated, your Account will remain subject to the terms and conditions outlined within the remainder of the Customer Account Agreement.

## 10. Amendments

You agree that TIAA Brokerage and/or Pershing shall have the right to amend this Agreement, by modifying or rescinding any of its existing provisions by adding any new provision, at any time by sending notice of the amendment to you. An amendment shall be effective as of the date established by TIAA Brokerage and/or Pershing. If Pershing or TIAA Brokerage make any changes to this Agreement that will affect you adversely (by increasing costs or liability to you, or limiting access to your Account), Pershing and/or TIAA Brokerage will notify you prior to the change as required by law. The change will automatically become effective unless, prior to the effective date, you notify Pershing and/or TIAA Brokerage of your intention to terminate this Agreement. Pershing reserves the right to make emergency changes for security reasons, without prior written notice to you. You understand additional restrictions may apply to the Brokerage services provided hereunder and additional Documentation may be required by applicable law or TIAA Brokerage's and/or Pershing's policies and procedures. You agree to promptly comply with any such restrictions and requests for additional Documents. You understand there may be additional Documentation required by applicable law or the policies and procedures of Pershing or TIAA Brokerage. You agree to promptly comply with any such requests for additional Documents.

## Section C – Banking Services Agreement

### 1. General features of Banking Services

- a. **Available Balance.** Your Available Balance may fluctuate from day to day because it is dependent upon changes in the balance in your Account. Shortly after Administrator is notified of a Transaction, the Available Balance is reduced, not when a sales draft or Cash Advance draft is paid. For example, your Account may be debited (and Available Balance reduced) on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection at another financial institution.

You promise not to make a Transaction (such as making a Card Purchase or writing a Check) that exceeds your Available Balance. If you attempt to make a Card Transaction that will exceed your Available Balance, the Card Transaction will normally be declined. In addition, a fee may be applied for returned Checks, ACH and BillSuite Transactions.

- b. **Payment for Transactions.** On a daily basis, Administrator will notify Pershing of the Transactions on your Account that Administrator receives. Pershing will make payments to Bank (via Administrator) on your behalf on each Business Day that Pershing receives notice of the Transactions.

You authorize Pershing to charge your Account in order to pay for Transactions. Each Transaction shall be considered to be your direction to us to charge or reduce your Available Balance. The Available Balance comprises the following three components (and Pershing will make payments for the charges in the following order of priority): (1) any free credit balances in your Account; (2) the net asset value of the shares in the Funds; and (3) the available margin loan value of securities in the Account (if your Account is established as a margin account). When you use your Card, the charge or reduction to your Available Balance generally occurs immediately with the exception of pre-authorized Transactions, and you understand that you have no right to stop payment on any Card Transaction. See the Stop Payment— Checks section below to learn how to stop payments on Checks you have written. Also, see the pre-authorized Transaction section to learn how to stop payments on pre-authorized Card and ACH Transactions. You understand that Card Authorizations will reduce your Available Balance by the amount of the Card Authorization even if the Card Authorization does not result in a Transaction. Note that a Card Authorization will reduce your Available Balance until the Transaction is completed in whole or in part, or after the expiration of a time period specified by us.

If there is more than one person who is authorized to sign on the Account, you authorize us to pay Card drafts on the authority of any one or more of the signatures of the individuals identified and carried on the Account record. See below for more information about joint Accounts.

- c. **Unauthorized use.** You promise not to let any unauthorized person make a Transaction. If you permit an unauthorized person to make a Transaction, even if the amount of actual use exceeds the amount you authorized, you will be responsible for the full amount of all Transaction(s) that result.
- d. **Account statements.** Pershing will send or make available to you an Account statement every month in which a Transaction was made. In any event, you will receive an Account statement at least quarterly. Your Account statements will include the following information for Card Transactions: the amount, location, Transaction date, posting date and merchant name (when available). In addition, your Account statement will include your Check-writing and ACH activity during the period covered by the statement. Transactions from your Account may appear on the day after the Business Day the Transaction took place. Neither Bank nor Administrator will send you separate statements listing Transactions.
- e. **Your duty to examine your statement – Checks.** As used in this section, the term “problem” means any error, alteration or Unauthorized Transaction (including, but not limited to, forged or missing signatures, unauthorized wire transfers and excluding Electronic Fund Transfers) related to any Check Transaction(s) for your Account. Because you are in the best position to discover any problem, you will promptly examine your statement and report to Pershing any problem on or related to your statement. You agree that none of us will be responsible for any problem related to a Check Transaction that:
- You do not report to Pershing in writing within a reasonable time (not to exceed 20 calendar days) after Pershing mails the statement (or makes the statement available) to you;
  - Results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized Checks made with your facsimile signature device or that look to an average person as if they contain an authorized signature); or

- As otherwise provided by law or regulation.

You may not start a legal action against any of us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against any of us in connection with a problem, each of us reserves the right to conduct a reasonable investigation before crediting your Account, and you agree to cooperate in such investigation. If any of us requests, you agree to complete an affidavit of forgery or other proof of loss. If you refuse to sign such an affidavit, none of us will be liable to you for any loss arising from the problem. For problems involving an electronic banking Transaction, please refer to the “Electronic Fund Transfers” sections of this Agreement.

These time periods for you to examine your statement and report “problems” to Pershing are without regard to the level of care of any of us or the commercial reasonableness of our practices, further without regard to whether copies or images of canceled Checks are supplied or made available to you. Contact TIAA Brokerage or Pershing promptly if you do not receive your regular statement.

- f. Your duty to examine your statement – Cards. Please see the section below entitled “Electronic Fund Transfers.”
- g. Your duty to examine your statement – ACH Transactions. Generally, ACH Transactions for consumer Accounts are considered Electronic Fund Transfers. Please see the section below entitled “Electronic Fund Transfers.” For other ACH Transactions, please see “Your Duty to Examine your Statement—Checks” above. Also, for ACH Transactions related to electronically represented Checks from consumer Accounts, please see the subsection entitled “Consumer Electronic Check Representation.”
- h. Foreign transactions. Foreign Transactions are Card Transactions or ACH Transactions completed outside the United States through your Account. All debits to your Account will be posted in U.S. dollars. Checks will generally not be accepted by banks outside of the United States. All Checks must be made payable in U.S. dollars.
- i. Foreign currency. Card Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa, using its then current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Card Transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Card Transaction date or periodic statement posting date.
- j. Foreign Transaction Fee. For each foreign Transaction, there is a Foreign Transaction Fee, which will be charged to your Account. This charge may apply whether or not there is a currency conversion. The Foreign Transaction Fee is set forth on the Fee Schedule, available at the end of this document.
- k. Documentation. We may add images of your application with respect to the Banking Services provided in connection with this Banking Services Agreement to our electronic Document storage systems. After doing so, the original Documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.
- l. Adverse claims. If any of us receives a claim to all or a portion of your Account (including but not limited to a dispute over who is an authorized signer or owner), we may place a hold on funds that are the subject of the claim. The hold may be placed for the time that we feel is reasonably necessary to allow a court to decide who should have the funds. None of us will be responsible for any items that are not paid because of the hold. You agree to reimburse each of us for expenses, including attorneys’ fees and expenses, arising out of such competing claims.
- m. Safeguard your Checks. You may not be able to recover amounts withdrawn through unauthorized use of Checks if you have not taken reasonable care in safeguarding the Checks or have not promptly notified Pershing of the unauthorized use.

## 2. Card Transactions

### a. Conveniences.

**ATM withdrawals:** You can use your Card to withdraw cash from your Account at ATMs displaying the Visa® or PLUS® logos.

**Cash advances:** You can use your Card to receive Cash Advances from your Account through financial institutions that honor Cards bearing the Visa logo.

**Purchases/Card authorizations:** You can use your Card to purchase goods and services (Purchases) from

merchants honoring Visa. You may also use your Card to authorize others to place a hold on your Available Balance to assure future payment (Card Authorizations).

- b. **Out-of-Network surcharges.** An out-of-network surcharge may be imposed for ATM usage (including Transactions and balance inquiries) by the owner of the ATM. No out-of-network surcharges are imposed by any of us for usage of your Card at an ATM.
- c. **Cancellation of card.** The Card may be cancelled by any of us at any time without prior notice and will remain the property of Bank. Without limiting the foregoing, your Card will be cancelled effective with the closing of your Account.
- d. **Restrictions.**

**Purchasing securities:** You may not use your Card to purchase securities.

**Internet gambling:** You may not use your Card for Internet gambling.

**Illegal activities:** Use of your Card for illegal activities is prohibited.
- e. **Visa Account Updater (VAU).** VAU is a free service provided for each VISA® debit Card to facilitate uninterrupted processing of your recurring charges with merchants. When a debit Card is re-issued to you, VAU automatically provides the updated Card information to each merchant, if the merchant participates in the VAU service. Updates to payment information are not guaranteed to be processed before the next billing cycle. If at any time you wish to opt out of the VAU service or if you have any questions, please contact our Client Service team at 800-547-7008 within the United States. For calls outside of the United States, please make a collect call to 610-382-8380.

### 3. Check-Writing Privileges

- a. **Check-writing application and Checks.** If you have requested Check-writing privileges for your Account, both TIAA Brokerage and Pershing must first approve your application. Upon such approval, we will provide you with Checks. We may refuse any withdrawal that you attempt on forms not approved by us or by any method we do not specifically permit.

Each Check must be properly completed and signed by an authorized signer (as described below).

In writing Checks, we strongly suggest that you date them with a current date. We will not have liability to you for paying Checks which are post-dated, stale-dated or do not bear a date. If you do not wish us to pay a Check you have issued, you should place a stop payment order with us. Please refer to the "Stop Payment-Checks" section of this Agreement.

- b. **Authorized signers.** In this Banking Services Agreement, the term "authorized signer" means any of the following persons:
  - Any person (other than a ward, conservatee or beneficiary) listed on a signature card, application, resolution or certificate of authority as being authorized to make withdrawals by Check, or otherwise, from your Account;
  - Any person who has a "power of attorney" or is an attorney-in-fact, agent, guardian, personal representative, trustee, custodian or some other fiduciary capacity (collectively, an "agent") to act for an owner (TIAA Brokerage and Pershing reserve the right to request and approve any such Documentation, granting such powers);
  - Any person that you authorize in writing to make withdrawals by Check or otherwise, from your Account; or
  - Any person to whom you make your checkbook or your checking account number available.

The terms "owner" and "owners" mean all persons (other than a ward, conservative or beneficiary) listed on a signature card or application but not persons who are authorized signers only because they are acting as an agent. Each of Administrator and Bank are authorized to follow the directions of your agent regarding your Account until they receive written notice that the agency or fiduciary relationship has been terminated and has had reasonable time to act upon that notice. We will not be liable to you in any way if your agent misapplies any of the funds from your Account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order, or other Document that has established the agency or other fiduciary relationship. For corporate, limited liability company and partnership accounts, the corporation, limited liability company or partnership is the "owner."

- c. **Multiple required signature Accounts.** If you (a) have specified that some or all Checks must be signed by more than one person, (b) have specified that the authorized signers for Checks in one category are different than those for another Check category, or (c) use Checks that require multiple signatures, you acknowledge that those restrictions are for your internal use only and do not bind us even if you have made us aware of them in writing or otherwise. Pershing and TIAA Brokerage reserve the right to refuse to allow persons to open Accounts with these types of restrictions.
- d. **Facsimile/mechanical signatures.** You may wish to use a facsimile signature stamp or other mechanical signature device to sign Checks or other orders relating to your Account. If you do, we will, without contacting you, debit the Account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.
- e. **Check Transactions.** Checks can be used for, or may result in, the following Transactions:
- Check-writing capabilities; and
  - Electronic Fund Transfers (e.g., certain Transactions via the Automated Clearing House).
- f. **Copies of cancelled Checks.** We will not return to you Checks that have been paid against your Account. At your request we shall provide you with photocopies or image copies of Checks paid against your Account or other Account Documentation, if such Checks or Documents are available to us under our record retention policies. If you request a copy, we may impose a processing fee. Images of Checks paid against your Account are available to view within your account on TIAA.org.
- g. **Refusing payment on your Checks.** If one of your Checks is presented for payment and there are not sufficient funds available in your Account, or if the Check is not properly signed or contains some other irregularity, we may refuse payment and return the Check to the person who presented it. You acknowledge that it is difficult or impossible for us to verify whether an endorsement by a corporation or other business entity is valid. You also acknowledge that it is difficult or impossible for us to verify whether an endorsement by someone other than the person presenting a Check for payment is valid.
- h. **Stop payments – Checks.**

Checks. Unless otherwise provided, the provisions in this section cover stopping payment of Checks. Rules for stopping payment of other types of transfers of funds, such as consumer Electronic Fund Transfers, are mentioned elsewhere.

Oral and written orders. You generally are permitted to make stop-payment orders orally; telephone is the most common medium used. To request a stop payment, please call us at 800-547-7008. When you place your stop-payment order, the service representative will tell you what information is needed to stop payment. If you provide your stop-payment order in writing, you must send it to: Pershing LLC, One Pershing Plaza, Asset Management Account Department, Jersey City, New Jersey 07399.

To stop an individual Check you must provide the following information to us: Check-writing number, amount, Check number, name of party to be paid, date, and your name and address. In addition, you generally are permitted to make a stop-payment order on a range of Checks. If you provide your stop-payment order for a range of Checks in writing, you must provide the following information to Administrator: Check-writing number; Check numbers of the first and last Checks in the range; and your name and address.

The stop-payment information must be correct and exact. If your information is not correct and exact, we cannot assure you that your order will be effective, and we will not be responsible for failure to stop payment.

Who and for how long. You may stop payment on any Check whether you sign the item or not. Oral stop-payment orders generally are effective for only fourteen calendar days, unless confirmed in writing during that time. Written stop-payment orders (and oral orders confirmed in writing) generally are effective for only six months from the date of the original order. We are not obligated to notify you when a stop-payment order expires. Unless you renew the stop-payment order for another six months, the Check may be paid even though it is a stale Check. We will accept stop-payment orders from any person with signing authority on your Account, regardless of who wrote the Check(s). If you want to reverse a stop-payment request, you must contact Pershing, not Administrator or Bank. As a security measure, Administrator and

Bank will accept reverse of stop-payment requests only from Pershing.

**Indemnity.** If you stop payment on an item and any of us incurs any damages or expenses because of the stop-payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to each of us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item might be entitled to enforce payment against you despite the stop-payment order.

If a Check or Transaction is inadvertently permitted despite a stop-payment order, the following rules will apply:

- You will have to prove to Administrator and Bank that you have suffered a loss and, if so, the amount of the loss;
- Administrator and Bank will be able to enforce any rights that the original payee or any other person who held the Check had against you; and
- The Account will not be re-credited until you prove your loss and we are satisfied that we are required by law to do so.

The law provides additional limitations on Administrator's and Bank's obligation to stop payment. For example, you cannot stop payment on an item that has already been paid.

**Charges.** Stop-payment orders are subject to our current charge for that Banking Service.

**Effective date.** Stop-payment orders become effective the Business Day after we receive your notification. The law provides additional limitations on Administrator's and Bank's obligation to stop payment. For example, you cannot stop payment on an item that has already been paid.

- i. **Inconsistent amounts.** Checks are processed by computers. The Check amount in numerals is the one encoded on the Check to be read by the computer. You agree that if the Check amount in words is different from the amount in numbers, we may charge against your Account the amount in numbers instead of the amount in words.
- j. **Consumer electronic Check representment.** Generally, if you write a Check on a personal Account that is returned unpaid because of insufficient or uncollected funds, the depositor of the Check or the depositor's bank may resend ("represent") the Check electronically. That is, the depositor or the depositor's bank may send Bank an electronic instruction ("electronic represented Check") to charge your Account in the amount of the Check.
- k. **Handling of electronic represented Checks.** If Administrator receives an electronic represented Check from the depositor or the depositor's bank via Bank, Administrator will pay or return the electronic represented Check as if the original paper Check were being represented to it. The part of this Agreement titled "Electronic Fund Transfers" will not apply to any electronic represented Check.
- l. **Stop payment.** If you wish to stop payment of any electronic represented Check, you must follow the procedures contained in the section for stopping payment of Checks, not the procedures contained in the section for stopping payment on Electronic Fund Transfers.
- m. **Insufficient funds.** If one of your Checks is presented for payment and there are not sufficient funds available in your Account, Pershing may cause Bank (via Administrator) to pay or refuse to pay any or all such items in our discretion. We also may charge your Account a service charge, regardless of whether we pay the item or return the item unpaid. You have no right to request that any certain item be paid, and none of us has any responsibility for paying or returning any item requested. If your Account is overdrawn for any reason, you agree to deposit sufficient funds to cover the overdraft and our service charge immediately.

A determination of your Account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made. Pershing will determine your Account balance based on information provided from time to time by Administrator, which may not be accurate at the time a particular item is presented to Administrator. You authorize Administrator and/or Bank to return items for insufficient funds based on information provided by Pershing.

If there are sufficient funds to cover some but not all of your Transactions, Pershing will allow those Transactions that can be paid, in any order convenient to us. If, in our sole discretion, we choose to allow Transactions for which there are not sufficient available funds, you agree to repay us immediately the

amount of the funds advanced to you. We may also assess your Account a service charge. At no time shall we be required to allow you to overdraw your Account even if we had allowed such activity on one or more prior occasions.

You agree that we do not have to notify you when we refuse to pay a Check you have written, or if we pay a Check that overdraws your Account, or when we impose a fee in either case.

- n. **Use of Check images and substitute Checks.** You agree that we may debit your Account for a Check image of an original Check presented for payment or collection. In this situation, we may debit your Account without receipt of, or review of, the original Check associated with the Check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or credit to your Account, a paper copy or paper representation of an original Check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute Check.

You agree that a Check image that is received or created by Bank in the Check deposit, collection or return process shall be considered a "Check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a Check that you write may be truncated in the Check collection process and replaced with a substitute Check. You authorize us to pay, process or return a substitute Check in the same manner as "Check" or "item" under this Agreement. Substitute Checks are governed under the Check Clearing for the 21st Century Act ("Check 21 Act") and the terms of this Agreement, to the extent not modified by the Check 21 Act. Notwithstanding the foregoing, you understand that your Checks are drawn on an omnibus Account maintained by Administrator (on behalf of Pershing) with Bank, and that as a result, you are not considered a "consumer" as that term is used in the Check 21 Act.

You agree to indemnify and hold harmless us and our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a Check image or substitute Check instead of the original Check, including the destruction of the original Check, as described above, to the extent permitted by applicable law.

- o. **Bank branches.** Bank need not pay any Check presented at a branch office. Bank reserves the right to refuse to cash or to impose a charge on anyone who asks Bank to cash a Check that you have written. Even if your Check is otherwise properly payable, we will not be liable to you for dishonor of your Check, or otherwise, as a result of such refusal.
- p. **Not bank account.** You should be aware that the Services are intended to provide easy access to assets in the Account, but that the Account is not a bank account. Assets in the Account are not deposits or obligations of, nor insured or guaranteed by, the U.S. government, any financial institution (including Administrator and Bank), the Federal Deposit Insurance Corporation, or the Federal Reserve Board.
- q. **Automated Clearing House transfers.** Money can be credited to or debited from your Account because of ACH or other money transfer entries. These credits and debits are normally subject to additional rules of the money transfer system that processes them, such as the rules of the National Automated Clearing House Association and local ACH operating rules.

An ACH credit entry to your Account is provisional until the Bank receives final settlement through a Federal Reserve Bank or otherwise receives payment as provided in Section 403(a) of Article 4A of the Uniform Commercial Code. The Bank is entitled to a refund of the credit entry if it does not receive final settlement or payment. In that case, the person who originally sent the credit entry will be considered not to have paid you.

In addition, unless required by applicable law, Pershing generally will not give you notice of the receipt of an entry by the Bank. Entries will, however, be included on your Account statement.

For instructions on how to make stop-payment orders on preauthorized ACH payments, see Section C.4.e.

#### 4. Electronic Funds Transfers

This section applies to funds transfers governed by the Electronic Fund Transfer Act and Regulation E (Subpart A), and some additional Transactions that are similar and related.

- a. **Types of Electronic Fund Transfers**  
**Card transactions.** See the section above entitled Card Transactions—Conveniences for the types of Electronic Fund Transfers you can make with your Card.

Check transactions – electronic Check conversions. You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your Check to:

- Pay for purchases
- Pay bills

- b. Limits on dollar amount of Card Transactions. The ATM you use may have limits on the amount of cash that can be received at that machine. These limits may include transactional and daily limits. We have a \$1,500.00 for Gold and \$3,000.00 for Platinum withdrawal amount for ATM Withdrawals per Banking Day, subject to Available Balance in your Account. Limits may be changed by us at any time and, if required by law, with advance notice. Sometimes a temporary \$500.00 limit per Banking Day may be imposed for security purposes or when the Card Transaction volume in your Account exceeds normal conditions. There may be other limitations stated in this Agreement or in other agreement(s) between you and Pershing and you and TIAA Brokerage.

Your Card may be used up to the Available Balance to withdraw from your Account. However, there are thresholds that will require additional security verification. The thresholds are as follows: \$25,000 for Gold and \$30,000 for Platinum Card Transaction limit per day. ATM Withdrawals, Cash Advances, Purchases and Card Authorizations all count against these Card Transaction limits. In addition, there is a single Cash Advance Transaction threshold and a daily Cash Advance Transaction limit of \$25,000 for Gold and \$30,000 for Platinum per Banking Day.

- c. Limits on frequency of Card Transactions. In addition to the dollar amount limits, we reserve the right to impose a limit on the number of Card Transactions you can make on any Banking Day. For the purposes of maintaining security, we will not disclose that limit, except that you will be allowed to make at least five Card Transactions on any Banking Day under normal conditions.

- d. Retention of the Card. Your Card may be retained by any ATM, merchant or participating financial institution if:

- The PIN is wrong after three attempts (certain ATMs may limit you to fewer attempts); or
- You exceed the limits on dollar amounts and/or frequency of Transactions; or
- Your Card was reported lost or stolen; or
- Your Account has been closed; or
- Your Card expired or was replaced; or
- the machine is not operating properly; or
- there are other legitimate business reasons.

- e. Preauthorized ACH Transactions.

Preauthorized ACH payments – stop payment. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

General. Call us at 800-547-7008, or write Pershing at Pershing LLC, One Pershing Plaza, Asset Management Account Department, Jersey City, New Jersey 07399 in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We may charge you a fee for each stop-payment order you give.)

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay should tell you, 10 business days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Notice of date change. If the person you are going to pay changes the scheduled due date of preauthorized payment, that person should provide you at least 7 calendar days' notice.

Liability for failure to stop payment of single preauthorized transfer. If you order to stop a single Card or ACH payment and Pershing has a reasonable opportunity to act upon the stop-payment request prior to acting on the Transaction, and Pershing does not do so, Pershing will be liable for your losses or damages.

Stop payment – single payment. With respect to an individual Card or ACH payment:

General. If you desire to stop a single Card or ACH payment call Pershing at the number above or write to the address

above. Pershing will stop the payment if they have a reasonable opportunity to act upon the stop-payment request. If you call, you may need to put your request in writing and get it to Pershing within 14 days after you call. (You may be charged a fee for each stop-payment order you give.)

Liability for failure to stop payment of single preauthorized transfer. If you order to stop a single Card or ACH payment and Pershing has a reasonable opportunity to act upon the stop-payment request prior to acting on the transaction, and Pershing does not do so, Pershing will be liable for your losses or damages.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

- f. **Lost or stolen Cards or unauthorized Transaction for your protection – Notify Us Promptly.** You must tell us **AT ONCE** if you believe your Card has been lost or stolen or if an unauthorized person may know your PIN, or if you believe that an Electronic Fund Transfer has been made without your permission using information from your Check. Telephoning is the best way of keeping your possible losses down. The loss, theft, or unauthorized use of your Card could cause you to lose all of the cash assets (your Free Credit Balance and Fund shares) in your Account, plus any amount up to the Available Margin Loan Value of your marginable securities. You will not be liable for unauthorized use of your Card that occurs after you tell us about the loss, theft or unauthorized use of your Card.

You will have zero liability for unauthorized use of your Card if the conditions set forth below have been met. Zero liability will apply only if:

- You report the loss or theft of your Card within 24 hours of discovering it lost or stolen; and
- You can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft; and
- You have not reported two or more incidents of unauthorized use to us within the preceding 12 months; and
- Your Account is in good standing.

If the above conditions have not been met, and you tell us within two Business Days after you learn of the loss or theft of a Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

**TO PROTECT YOUR ACCOUNT AND LIMIT YOUR LIABILITY, WE RECOMMEND THAT YOU:**

- **DO NOT PROVIDE ANYONE WITH YOUR PIN.**
- **DO NOT WRITE YOUR PIN ON THE CARD.**
- **DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE CARD.**
- **DO NOT TELL ANYONE YOUR PIN, NOT EVEN SOMEONE FROM ADMINISTRATOR, BANK, PERSHING, OR TIAA BROKERAGE.**

If you do **NOT** tell us within two Business Days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. With respect to ACH Transactions, you generally will not be liable for unauthorized Transactions unless you fail to notify us within the time period as described in the next paragraph.

If you do not tell us within 60 days after the statement was **FIRST** mailed or made available to you, you may not get any money you lost after the 60 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, in our sole discretion, extend the time periods.

- g. **Errors and questions.** In case of errors or questions about your Electronic Fund Transfers, please contact us immediately if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent or made available the **FIRST** statement on which the problem or error appeared.

Information to provide. If you tell us orally, we may require you to send Administrator your complaint or question in writing within 10 Business Days. We will need the following information:

- Your name, your Account number, your address and the date of the Transaction;

- A description of the error or Transaction in question, explaining as clearly as possible why you believe it is an error or why you need more information; and
- The dollar amount of the Transaction and, if different, the amount of the suspected error.

Timing of error resolution process. Except as otherwise stated in this Agreement, we will determine whether an error occurred within 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 45 calendar days to investigate your complaint or question. In this event, we will generally re-credit your Account within 10 Business Days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we need not re-credit your Account or we may reverse any credit previously made to your Account. Margin Accounts need not be re-credited during our investigation.

Foreign transactions. For Card Transactions initiated outside the United States, the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days.

Purchases. For point-of-sale Transactions (that is, Purchases and Cash Advances), the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days.

New Accounts. For Accounts that have been open for 30 calendar days or less, the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days, and we may take up to 20 Business Days to credit your Account while investigating.

Informing you of the results. In any case, we will tell you the results within three Business Days after we complete our investigation. If we decide that there was no error, we will reverse the applicable credit and send you a written explanation. You may ask us for copies of the Documents that we used in our investigation.

- h. Our liability for failure to complete Electronic Fund Transfers. If we do not complete an Electronic Fund Transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance if:
- Through no fault of ours, you do not have a sufficient Available Balance to make the Transaction; or
  - Any ATM, other device, Card or computer system was not working properly and you knew about the breakdown when you started the Transaction; or
  - The ATM or other device you are using for the Transaction does not have enough cash; or
  - The ATM or other device you are using for the Transaction was unable to process the Transaction; or
  - Your Account is frozen (for example, because of a court order or other similar reason) and we are not permitted to make the Transaction; or
  - Circumstances beyond our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that we have taken; or
  - You have failed to enter your correct PIN after the maximum number of attempts permitted; or
  - You failed to use the ATM, other device, Card or computer system in accordance with instructions; or
  - We have limited or refused to complete Transactions for security reasons; or
  - We have reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Agreement or otherwise notified to you by us or in your other agreements with Pershing. None of us will be responsible for any person's actions in refusing to honor or accept your Card or Checks or in taking possession of your Card. In any case, we will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by us despite our procedures to avoid such errors.

- i. Card Transaction receipts. You can get a receipt at the time you make Card Transactions, except for Card Transactions you make by telephone, mail or via the Internet. Receipts may not be provided for Purchases of \$15.00 or less, or for Card Transactions performed outside the United States. Card Transactions also will be reflected on your Account statement. Merchants generally maintain receipts of Card Transactions for 12 months, which merchants are not required to provide unless requested in connection with fraud investigation or legal purposes. If you call Pershing, we will attempt to obtain

copies of drafts. If you request a copy of a sales draft, your Account may be charged a fee, plus the amount of any third-party fees to obtain the sales draft.

#### 5. Confidentiality

You give us permission to share information with Pershing, Administrator, and Bank. Under normal circumstances, we will not reveal any information about your Accounts to third parties. We will not reveal any information to third parties about your Account and your Transactions EXCEPT: (1) you hereby authorize us to share information concerning your Transactions with Pershing, Administrator, and Bank; or (2) where it is necessary for completing your Transactions or providing any related Card and/or Check benefits to you; or (3) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (4) in order to comply with laws or with orders of subpoenas of government agencies or courts; or (5) if you give us written permission; or (6) to other persons and entities in order to resolve disputes arising from Transactions; or (7) in the circumstances contemplated by Pershing's Privacy Policy, as furnished to you separately and updated or amended from time to time by Pershing.

#### 6. Disputes involving your Account

To the fullest extent permitted by law, you agree to be liable to us for any loss, costs or expenses, including reasonable attorney's fees, which we may incur as a result of any dispute involving your Account. To the fullest extent permitted by law, you authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. This obligation includes disputes between you and us involving the Account and situations where we become involved in disputes between you and an authorized signer, another joint owner or a third party claiming an interest in the Account. Also, it includes those situations where you, an authorized signer, another joint owner, or a third party take some action with respect to the Account which causes us to seek the advice of counsel, even though we do not actually become involved in the dispute.

#### 7. Our duty of care

The duty of care of Pershing, Administrator and Bank to you is satisfied if reasonable banking procedures are followed. Unless we have specifically agreed with you in writing, our duties will not include monitoring nonstandard instructions or other legends appearing on Checks. We shall be deemed to have exercised ordinary care as to your signature if we process your Check by automated means only (so as to clear the largest number of Checks at the lowest cost to customers) or if any unauthorized signature or alteration is so skillfully made that a reasonably careful person would not readily detect it. A clerical error or mistake in judgment is not to be considered a failure to meet our duty of care of Pershing, Administrator or Bank.

#### 8. Extraordinary event

Neither Pershing nor TIAA shall be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond our control.

#### 9. Terminating your Banking Services

TIAA Brokerage, Pershing, Administrator, Bank or you may terminate this Banking Services Agreement, including the use of Check-writing services, Cards or other Banking Services, if applicable, at any time, without closing your Account. Without limiting the foregoing, your Card will be cancelled and your Check-writing services, Cards or other Banking Services, as applicable, terminated effective with the closing of your Account. You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, you shall promptly destroy all Checks and Cards. Failure to do so may result in a delay in our complying with your instructions regarding the disposition of assets.

#### 10. Lawful use

You agree to use your Account, Card and Checks only for lawful purposes. By entering into this Agreement, you represent to us that you are not now aware of any pending or threatened criminal proceedings that could result in losing any money in your Account.

#### 11. Accounts that are not consumer Account/non-personal Accounts

If you are not a "consumer" as defined in Regulation E, none of us are required to respond to your questions about Transactions within the time periods specified in the section titled Electronic Fund Transfers and the limitations on your liability for unauthorized Transactions described above do not apply. Similarly, the parameters surrounding liability, confidentiality and Documentation requirements with respect to Electronic Fund Transfers outlined above apply only

with respect to Accounts established primarily for personal, family or household purposes.

#### 12. Governing law

Except where specified, this Banking Services Agreement with respect to PNC Bank, N.A. shall be governed by the laws of the Commonwealth of Pennsylvania and the United States of America, as amended, and with respect to The Bank of New York Mellon shall be governed by the laws of the State of New York and the United States of America, as amended.

#### 13. Priority of agreements

In the event of any conflict between this Banking Services Agreement and any other agreement you have with Pershing and/or TIAA, this Banking Services Agreement will control with respect to your Checks, Cards, ACH and any Transactions described herein.

#### 14. Representations and amendments

You agree that we shall have the right to amend this Banking Services Agreement at any time by sending notice of the amendment to you. An amendment shall be effective as of the date we establish. If we make any changes to this Banking Services Agreement that will affect you adversely (by increasing costs or liability to you, or limiting access to your Account), we will notify you prior to the change as required by law. The change will automatically become effective unless, prior to the Effective Date, you notify us of your intention to terminate your Check-writing privileges, Card or other Banking Services, as applicable. We reserve the right to make emergency changes for security reasons, without prior written notice to you.

### Section D – Billsuite Agreement

#### 1. Introduction

This Terms of Service document (hereinafter "Agreement") is a contract between you and Pershing LLC (hereinafter "we" or "us") in connection with the Electronic Bill Payment and Presentment service ("EBPP Service" or "Service") that is described further below. This Agreement applies to EBPP Service offered through our online banking site (the "Site") and the portion of the Site through which the EBPP Service is offered.

- a. **Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

#### 2. Notices and other communications

- a. **Notices to us regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service may be sent by postal mail to: Pershing LLC, Asset Management Accounts, One Pershing Plaza, Jersey City, NJ 07399. You can also call us at 800-547-7008 for questions and other purposes concerning the Service.
- b. **Notices to you regarding the Service.** You agree that we may provide notice to you by posting it on the Site, sending an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have listed in your Service setup or customer profile. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request.
- c. **Text messages, calls and/or emails to you.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates and agents. You further consent to receiving text messages and/or emails from us for marketing purposes in connection with the service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

### 3. Defined terms

Capitalized terms not otherwise defined are defined in Section 23 below.

### 4. The Service

The EBPP Service enables you to receive, view, and pay bills from the Site.

- a. **Payment scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the BillSuite Service when you are scheduling the payment. Therefore, the BillSuite Service will not permit you to select a Scheduled Payment Date 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 grace period. Depending on the method of payment, your Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Account may be debited earlier than the Scheduled Payment Date.
- b. **Payment authorization and payment remittance.** By providing the BillSuite Service Provider with names and account information of Billers to whom you wish to direct payments, you authorize the BillSuite Service Provider to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the BillSuite Service Provider may edit or alter payment data or data formats in accordance with Biller directives.
  - When the Service receives a Payment Instruction, you authorize the Service to debit your Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.
  - The Service will attempt to make all your payments properly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
    1. If, through no fault of the Service, your Account does not contain sufficient funds to complete the Transaction or the Transaction would exceed the credit limit of your overdraft Account;
    2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the Transaction;
    3. You have not provided the Service with the correct Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
    4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the Transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Account or causes funds from your Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Account, and for directing to the proper Biller any previously misdirected Transactions, and, if applicable, for any late payment related charges.

- c. **Payment cancellation requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop-payment request must be submitted.
- d. **Stop-payment requests.** The Service's ability to process a stop-payment request will depend on the payment

method and whether a check has cleared. The Service may also not have a reasonable opportunity to act on any stop-payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service also may require you to present your request in writing within fourteen (14) days. The charge for each stop-payment request will be the current charge for such service as set out in the applicable fee schedule.

- e. **Exception payment.** Exception Payments may be scheduled through the Service, however, Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of Exception Payments. The Service has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.
- f. **Bill delivery and presentment.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
- **Presentation of electronic bills.** You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
  - **Paper copies of electronic bills.** If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
  - **Sharing information with billers.** You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
  - **Information held by the Biller.** We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that is held by the Biller. Any changes will require you to contact 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. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
  - **Activation.** We will 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. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
  - **Authorization to obtain bill data.** You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. 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.

- **Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an email notification to the email address listed for your 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 log on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
  - **Cancellation of electronic bill notification.** The 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.
  - **Non-Delivery of electronic bill(s).** You agree to hold the Service harmless should the Biller fail to deliver your bill(s) or statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
  - **Accuracy and dispute of electronic bill.** We are not responsible for the 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.
- g. **Biller limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make an Exception Payment under this Agreement.
- h. **Returned payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Account. You may receive notification from the Service.
- i. **Receipts and Transaction history.** You may view your Transaction history by logging in to the Service and looking at your Transaction history. In addition, your Transactions will be reflected on your Brokerage statements.
- j. **Prohibited payments.** The following types of payments are prohibited through the Service, and we have the right, but not the obligation, to monitor for, block, cancel and/or reverse such payments: (a) payments to Billers outside of the United States or its territories; (b) payments to purchase securities; and (c) payments that violate any law, statute, ordinance or regulation.
- In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us of any violations of the Agreement generally.
- k. **Payment methods and amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual Transaction limits. We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.
- **Failed or returned payment instructions.** In using the Service, you are requesting us to attempt to make payments for you from your Account. If we are unable to complete the Payment Instruction for any reason associated with your Account (for example, there are insufficient funds in your Account to cover the payment), the Payment Instruction may not be completed. In certain circumstances, we will attempt to debit the Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us. In each such case, you agree that:

- You will reimburse us or our Service Providers immediately upon demand the amount of the Payment Instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Account to allow us to complete the debit processing;
- For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Providers;
- You may be assessed a fee by our Service Providers and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Account, or the Transaction would exceed the credit or overdraft protection limit of your Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your Account Agreement with us. You hereby authorize us to deduct these amounts from your designated Account, including by ACH debit;
- You will reimburse us and our Service Providers for any reasonable fees or costs we incur in attempting to collect any amounts from you; and
- We and our Service Providers are authorized to report the facts concerning the return to any credit reporting agency.

#### **I. Fees and additional charges**

**Service fees and charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed within this Agreement and in TIAA Brokerage's fee schedule that is in effect. Applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the service will be charged against the Account. There may also be charges for additional Transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your Account. Any of our other fees (not associated with the Service) will continue to apply. Section D.4.I (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Account for such fees, as described in the Agreement, and there are insufficient fees in the Account.

**Phone and internet fees and charges.** You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.

**Use-based fees.** Certain use-based fees may be assessed directly to your account and not by TIAA Brokerage. These fees may increase from time to time due to vendor changes. See the fee schedule toward the end of this document and within your Customer Account Agreement.

#### **5. Errors, questions, and complaints**

- a. In the case of errors or questions about your Transactions you should as soon as possible notify us as set forth in this Agreement.
- b. If you think your periodic statement for your Account is incorrect or you need more information about a Transaction listed in the periodic statement for your Account, we must hear from you no later than sixty (60) days after we first send you (or make available to you) the applicable periodic statement for your Account that identifies the error. You must:
  - Tell us your name and Account number;
  - Describe the error or the Transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
  - Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more

time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of Documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

#### 6. Your liability for unauthorized transfers

Immediately following your discovery of an unauthorized Payment Instruction, you should notify us as set forth in Section 2 above. If you tell us within two (2) Business Days after you discover your password or other means to access your Account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your Account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your Account if you had told us, you could be liable for as much as \$500.00. If your financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. You could lose all the money in your Account (plus the maximum amount available via margin, if any). If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will, in our sole discretion, extend the period.

#### 7. Additional responsibilities

In addition to your other responsibilities set forth in this Agreement:

- a. **Address or banking changes.** It is your sole responsibility to, and you agree to, ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes may be able to be made within your Account online or by contacting TIAA Brokerage. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Account, Payment Instructions or contact information.
  - b. **Billers, products and services.** We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments). This Agreement does not alter your liability or obligations that currently exist between you and your Billers.
  - c. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the Transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your Transaction, or for collecting, reporting or remitting any taxes arising from any Transaction.
  - d. **Password and security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must notify us at once at the telephone number in this Agreement. See also Section 6 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
- #### 8. Information authorization
- a. **Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information.** Through your enrollment in the Service, each Service Provider has the right to conduct standard credit screening on you for the purposes of authentication, conducting risk assessments, setting risk parameters and Transaction limitations in connection with your use of the Service. You agree that each Service Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service Provider reserves the right to obtain financial information about you, including without limitation, financial institution and Transaction history regarding your Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your

identity, to determine your Transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, and to protect our rights and property. For the avoidance of doubt, such personal information may include, without limitation your name, email address, zip or postal code, Account information (e.g. financial data, user identification, password and/or PIN, as well as the ABA Routing and Transit Number that are specific to your Account).

Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a Transaction or to protect against or prevent actual or potential fraud, unauthorized Transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement solely for risk management, regulatory compliance, audit reasons and as required by applicable law. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

- b. You further agree that we and the Service Providers reserve the right to obtain financial information regarding your account from a Biller (for example, to resolve payment posting problems or for verification).
- c. Disclosure of Account information to third parties. It is our general policy to treat your Account information as confidential. However, we will disclose information to third parties about your Account or the Transactions you make in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth below:
  - Where it is necessary for completing Transactions, including for resolving posting problems;
  - Where it is necessary for activating additional services;
  - In order to verify the existence and condition of your Account to a third party, such as a credit bureau or Biller;
  - To a consumer reporting agency for research purposes only;
  - In order to comply with governmental agency or court orders; or,
  - If you give us your written permission.

#### 9. Service Termination, Cancellation, or Suspension

If you wish to cancel the Service, please contact TIAA Brokerage directly: Telephone us at 800-842-2252, weekdays 8 a.m. – 7 p.m. (ET).

Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

#### 10. Intellectual property

All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors.

You shall not (a) transfer or otherwise sublicense the right to use the Service; (b) attempt to copy or otherwise reproduce the Service; (c) attempt to access, decompile, reverse engineer or otherwise derive the source code for the Service; (d) resell or use the Service for the benefit of any U.S. financial institution or any third party; or, (e) alter, remove or fail to include any copyright notice or other proprietary rights notices that appear on any user interfaces related to the Service or authorized reproductions thereof.

#### 11. Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by

or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you “click” on a banner advertisement or a search result, your “click” may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

## 12. Disputes

- a. **General.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.
- b. **Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (“JAMS”), the American Arbitration Association (“AAA”), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**
- c. **Law and forum for disputes.** Unless our Account Agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our Account Agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 12.b. above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 12.b. above. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

## 13. Indemnification

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys’ fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your improper use of either the Site or the Service.

## 14. Release

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

## 15. No waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### 16. Improper use

If we have reason to believe that you have engaged in any of the prohibited payments described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service and may not provide our services to you in the future. In addition, we may notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate. The remedies contained in this agreement are cumulative and are in addition to the other rights and remedies available to us by law or otherwise.

#### 17. Exclusions of warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

#### 18. Limitation of liability

SUBJECT TO APPLICABLE LAW, THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

NONE OF WE, OUR AFFILIATES, SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTION 12 WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

SUBJECT TO APPLICABLE LAW, THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME FEDERAL LAWS AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### 19. Complete agreement, severability, captions, and survival

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement Sections D6, D7, D8 and D10–D20 of this Agreement, as well as any other terms which by their nature should survive, will survive the

termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to our customer care personnel), the terms of the Agreement will prevail.

#### **20. Service Providers**

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

#### **21. Amendments**

Subject to applicable law, we may amend this agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

#### **22. Assignment**

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We also may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **23. Definitions**

"Account" is a transaction account you hold with use from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service.

"Affiliates" are companies related by common ownership or control.

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

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Exception Payments" means tax payments, court order payments, and payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

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

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"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.

"Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

## Section E – Miscellaneous

### 1. Client information

You understand additional restrictions may apply to the services and additional Documentation may be required by applicable law or our policies and procedures. You agree to promptly comply with any such restrictions and requests for additional Documents.

### 2. Charges/service charges/expenses

Pershing and/or TIAA Brokerage may charge certain fees, including an annual fee, to your Account for the financial services provided to you under this Agreement. Your Account also may incur service charges based upon Account activity, items returned unpaid, stop-payment orders, garnishments, levies, copies or images of canceled Checks or for other Cash Solutions Account Services related to your Account. The fees and charges are set forth within the Customer Account Agreement, and they are subject to change upon notice to you, but advance notice will be provided if required by applicable law.

You agree to repay Pershing and/or TIAA Brokerage all of Pershing's and/or TIAA Brokerage's expenses, including attorneys' fees and legal expenses, to collect money you owe Pershing, Administrator, Bank, CheckFree and/or TIAA Brokerage because of your Account or for any dispute relating to your Account.

### 3. Extraordinary events

To the fullest extent allowable under law, we are not responsible and you agree not to hold us liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to: war, natural disaster, terrorism, government restriction, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts' reports, market volatility or disruptions in orderly trading on any exchange or market.

### 4. Recording conversations and monitoring electronic communications

For the parties' mutual protection, you understand, agree, and expressly consent to TIAA's, Pershing's, Administrator's and Bank's electronic recording of any of your telephone conversations with them, and to TIAA's, Pershing's, Administrator's and Bank's monitoring of your electronic communications with them, including but not limited to e-mail and facsimile transmission.

### 5. Separability

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

### 6. Headings are descriptive

The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

### 7. Scope and transferability

This Agreement shall cover all aspects of the Account, including Brokerage (via the Brokerage Agreement) and Check writing privileges, Card services and associated ACH Transactions (via the Banking Services Agreement) and BillSuite Services (via the BillSuite Agreement) and shall inure to the benefit of each of our successors whether by merger, consolidation, or otherwise, and assigns, and each of us may transfer your Account to our respective successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns.

### 8. Entire Agreement

Brokerage Agreement. Sections A, B and E of this Agreement along with the TIAA Brokerage Customer Account Agreement constitute the Brokerage Agreement and reflect the full and entire understanding between the parties with respect to the provisions therein, and there are no oral or other agreements in conflict therewith.

Banking Services Agreement. Sections A, C and E of this Agreement constitute the Banking Services Agreement and reflect the full and entire understanding between the parties with respect to the provisions therein, and there are no oral or other agreements in conflict therewith.

BillSuite Agreement. Sections A, D and E of this Agreement constitute the BillSuite Agreement and reflect the full and entire understanding between the parties with respect to the provisions therein, and there are no oral or other agreements in conflict therewith.

## II. Fee Schedule

Cash Solutions Account (CSA)			
Fees	Silver Tier	Gold Tier	Platinum Tier
Annual fee	\$25	\$95	\$145
ATM withdrawal fee Visa® or Plus® (PNC Bank or Allpoint® Network)	N/A	None	None
ATM out-of-network fee (ATM not on PNC Bank or Allpoint® Network)	N/A	None	None
ATM out-of-network surcharge Fee* (charged by ATM not on PNC Bank or Allpoint® Network)	N/A	Various	Various
Bill Payment through Billsuite™	Free	Free	Free
Business style check reorder	\$50	\$50	\$50
Business style checks – initial order, includes binder	\$60	\$60	\$60
Business style checks – replacement Binder	N/A	N/A	\$20
Cash advance fee (non-ATM)	N/A	.25% of transaction (\$2.50 minimum)	.25% of transaction (\$2.50 minimum)
Check reorder	\$15	\$10	Free
Copy of paid check online	None	None	None
Copy of paid check or Visa® draft	\$2.50 per copy	\$2.50 per copy	\$2.50 per copy
CSA checks and debit card – overnight delivery	\$40	\$40	\$40
Foreign transaction fee (Visa® fee for transactions performed outside the U.S.)	N/A	1% of transaction	1% of transaction
Initial check order (includes checkbook cover, check register, deposit tickets and 40 checks)	Free	Free	Free
Letter with checking account information	None	None	None
Lost or stolen checkbook replacement	\$25	\$25	\$25
MobileWallet vendor additional transaction charges	N/A	None	None
Returned check or Automated Clearing House transaction (for any reason)	\$25	\$25	\$25
Stop Payments (on checks)	\$25	\$25	Free

\*Surcharge may be imposed for ATM usage including transactions and balance inquiries.

Note: Silver Tier annual fee is waived for accounts that have \$25,000 or more in average month-end closing cash sweep balances.

TIAA Brokerage, a division of TIAA-CREF Individual & Institutional Services, LLC, reserves the right to change this fee and commission schedule at its discretion, subject to notification in accordance with applicable laws and regulations.

TIAA-CREF Individual & Institutional Services, LLC, Member FINRA and SIPC, distributes securities products. TIAA Brokerage, a division of TIAA-CREF Individual & Institutional Services, LLC, Member FINRA and SIPC, distributes securities. Brokerage accounts are carried by Pershing, LLC, a subsidiary of The Bank of New York Mellon Corporation, Member FINRA, NYSE, SIPC.

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