

# E-SIGN Automated Investing Consent Agreement

## Introduction

This E-SIGN Automated Investing Consent Agreement (“**Agreement**”) allows us to provide you with electronic versions of important documents, disclosures, notices, and statements that apply to your automated investing account(s) at U.S. Bancorp Investments, Inc. (“**USBI**”). It supersedes any other agreement you have entered into with USBI or its affiliates regarding electronic document delivery or any other request you have made to USBI or its affiliates to opt out of receiving electronic communications. Certain laws and regulations require us to provide notices and disclosures to you in “writing” (traditionally this is defined as a paper notice); with your consent, the E-SIGN Act (Federal Electronic Signatures in Global and National Commerce Act) allows us to provide these documents to you electronically. Because USBI’s automated investing service requires that you receive these documents electronically, your consent to this Agreement is required in order to begin investing.

## Definitions

The words “**we**,” “**our**,” and “**us**” mean USBI, affiliates, successors, and assigns, which will be providing Electronic Documents.

The words “**you**” and “**your**” mean each Account owner and anyone else with access to the Account. If there is more than one owner, then these words mean each Account owner separately, and all account owners jointly.

The words “**Electronic Document**” or “**Electronic Documents**” refer to electronic documents, disclosures, notices, and statements provided by the Service, including, but not limited to any communications, receipts, agreements, terms and conditions, or records that may be required to be provided to you.

“**Access Device**” means any electronic device you use to access your Account or view Electronic Documents. This includes, but is not limited to: a traditional computer such as a desktop or laptop computer, a mobile device such as a tablet computer, or a smartphone.

“**Account**” means any active investment advisory account and related brokerage account(s) under the Service.

“**Service**” means USBI Automated Investor and associated brokerage products and services.

“**Site**” means the interactive website and mobile application available at [www.usbank.com](http://www.usbank.com) through which the Service is provided or such other password protected website as the Service designates from time to time.

## Scope of this Agreement

The Service is only offered online through the Site. By investing through the Service, you are expected to communicate with us exclusively through electronic channels and to receive all information and communications electronically. This Agreement applies to the Service and all related disclosures, notices, receipts, statements, and terms and conditions that you electronically access. Your consent to receive electronic documents will remain effective until expressly withdrawn by you. While we intend to deliver all Service-related documents to you electronically, your consent does not require us to do so, and we may deliver paper copies of some or all such documents to you at our discretion.

**This Agreement is revised periodically and it may include changes from earlier versions. By accessing your Account and continuing to invest through the Service, you agree to the most recent version of this Agreement, which is always available to you through the Site.**

## Electronic Delivery of Documents

By consenting to this Agreement, you hereby agree to electronic delivery of all current and future documents, disclosures, notices, and statements that apply to your Account, notwithstanding any other agreement you have entered with us or our affiliates providing otherwise. We will not provide you with paper versions of electronically presented documents. Some Electronic Documents, including those related to the Account opening process, are delivered to you through the Site for your review and/or agreement in a format that you can view online, save to your computer or mobile device, or print at your convenience. Other Electronic Documents may be delivered to you via email, including a welcome email once your Account is opened with links to important information and, thereafter, communications containing financial and/or retirement planning best practices, market commentary, alerts, evaluations, transactional information, regulatory disclosures, and other relevant information regarding the Service.

You are responsible for accessing and reading Electronic Documents. Electronic Documents may contain important and legally binding notices, information, and conditions. They will not be denied legal effect because they are presented in electronic form. You are strongly encouraged to save or print all Electronic Documents for future reference.

## System Requirements

The format of the Electronic Documents may vary based on your Access Device. For example, documents are typically presented in a .pdf format on a traditional computer while documents accessed on a mobile device are typically presented natively within the application. By consenting to this Agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your Electronic Documents.

**To access the Site and Electronic Documents on a mobile device, you will need:**

- A mobile device with any of the following operating systems: Android or iOS (iPhone/iPad).
- A data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system (e.g., Chrome or Safari).

- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- A printer and/or storage device if you wish to print or retain any of your Electronic Documents.

**To access your Electronic Documents on a traditional computer, you will need:**

- A computer with an operating system consistent with industry standards.
- An internet connection and an up-to-date internet browser that is compatible with, and supported by, your operating system (e.g., Internet Explorer, Firefox, Google Chrome, or Safari).
- Software that accurately reads and displays .pdf files (such as Adobe Reader).
- A printer and/or storage device if you wish to print or retain any of your Electronic Documents.

You understand that you are responsible for maintaining your own connection to the internet or wireless data plan. Internet connections and data plans are not part of the Agreement. You agree you are responsible for any costs associated with your Access Device, its software, and for all internet connections and wireless data plans. You also understand that you are responsible for installation, maintenance, and operation of your Access Device and its software. You assume full responsibility of ensuring these requirements are met should any changes be made to your existing Access Device. We are not responsible for any errors or failures of your Access Device and its software. It is your responsibility to notify us if any Electronic Document is not accessible, is incomplete, or is unreadable. If any of these problems occur and you are unable to retrieve a copy of your Electronic Document, we will supply a paper copy of such document per your request.

**Changes to system requirements**

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your Electronic Documents. Continuing to use the Service after receiving notice of the change is the reaffirmation of your consent to this Agreement.

**Maintaining a Valid Email Address**

The Service requires that you maintain a valid and accurate email address and working Access Device so that we may contact you regarding your Account and so as to ensure you can access Electronic Documents. You agree to maintain a valid email address and telephone number (“**Contact Information**”), and to promptly notify us of any changes to the same. You may update your Contact Information during the Account opening process, through the Site, or by contacting the Investments Connect service team at 866-758-8655.

Without limiting the generality of the foregoing, by providing your email address to us, you are consenting to receive emails related to Service transactions and services. Any email opt out request you have previously made with us or our affiliates will not apply to the Service. You may change your email delivery preferences at any time through the Site or through the Investments Connect service team; however, if you opt out of receiving our emails altogether, or fail to keep your email address current resulting in unsuccessful email delivery errors, you will be deemed to have withdrawn your consent to this Agreement, as described below, your Account will be closed, and you will no longer be permitted to invest through the Service.

**Withdrawal of Your Consent**

You may withdraw your consent to this Agreement at any time. To withdraw your consent prior to opening an Account, simply exit this session prior to accepting this Agreement. To withdraw your consent after you have already opened an Account, you must contact the Investments Connect service team at 866-758-8655.

**If at any time you affirmatively withdraw your consent to this Agreement, we will promptly close your Account and you will no longer have access to, or be permitted to invest through, the Service.**

Please remember that you have options to manage your electronic delivery preferences and complete withdrawal of your consent to this Agreement may not be necessary. For example, you can opt out of certain Service communications, including promotional and market commentary emails and certain alerts. While you cannot opt out of transactional and compliance emails, some transactional emails can be bundled to reduce your email volume. To manage your electronic delivery preferences, log in to your Account on the Site or contact the Investments Connect service team at 866-758-8655.

**Multiple Access Devices**

Your acceptance of this Agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this Agreement on a mobile device, the terms of this Agreement will apply to the Site and Electronic Documents accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this Agreement on any Access Device, you are reasonably demonstrating your ability to access and view Electronic Documents in the format that the Service is provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system

requirements and that you are still able to access and view Electronic Documents on the subsequent Access Device. Your continued use of the Site on other Access Devices is your reaffirmation of this Agreement.

**Please contact the Investments Connect service team at 866-758-8655 if at any time you have difficulties accessing or viewing Electronic Documents on your selected Access Device.**

### **Limitation of Liability**

You agree that in no event will USBI or any of its affiliates or associated persons be liable to you or any other person for any loss or damage that arises from: (i) your failure to comply with the hardware and software requirements contained in this Agreement; (ii) your failure to access and review your Electronic Documents; (iii) any failures with the computer and software you are using; (iv) any errors and delays in internet transmissions; (v) the electronic transmission of information through unsecure email; and (vi) any technical failure beyond our reasonable control.

### **Acceptance of Agreement**

**By checking the E-SIGN consent box, you are acknowledging your understanding and acceptance of the terms and conditions of this Agreement. You are confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view your Electronic Documents on your Access Device, and that you have an active and valid email address and telephone number. You also acknowledge that you will receive all future documents, disclosures, notices, and statements that apply to your Account electronically.**

**If you do not agree to the terms and conditions of this Agreement, you understand that you should not open an Account and that you should not invest through the Service.**