
Financial Institution and Financial Advisor Terms and Conditions

1. These Terms and Conditions are automatically displayed on first entering the Advisor Portal website or in the event of any change to the Terms and Conditions. Terms and Conditions may be reviewed at any time by selecting the footer link at the bottom of the page.
2. Before obtaining access to the Advisor Portal website and information and functionality available therein ("Site"), as an employee of the financial institution ("Financial Institution") engaged by our issuer client(s) ("Clients"), or the financial advisor employed by such Financial Institution designated on the holder accounts of our Clients ("Financial Advisor"), you must agree to be bound by the terms and conditions of use set out below. You acknowledge that the Advisor Portal shall only be available for those Clients that have agreed with Computershare to provide such access to Financial Institutions and Financial Advisors.
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6. Please note that when you log in to the Site using a particular User ID and Password, Financial Institution User IDs will have access to all accounts at Computershare that are associated with that Financial Institution and Financial Advisors employed by the Financial Institution. Each Financial Advisor will have access to all accounts at Computershare that have such Financial Advisor coded on the account. You hereby represent and warrant that you have the consent of each holder whose accounts you are granted access to (a) access such accounts and (b) to view all information available for such holder's account.
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9. Computershare reserves the right to terminate your access to the Site at any time in its sole discretion, including without limitation, at the direction of its Client(s).
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15. You acknowledge that you may access and obtain non-public information of a Client and the Client's shareholders through the Site. You agree to maintain the confidentiality of all such non-public information accessed by you in using the Site in compliance with the requirements of applicable law. You further agree that you will only use such non-public information as permitted by and in compliance with applicable law.
16. Computershare does not currently charge a fee for your access to and use of the Site, but reserves the right to do so at any time pursuant to any amendment to these Terms and Conditions. If you are participating in another service provided by Computershare, any fees applicable to that service shall apply.
17. Financial Institution agrees that it is liable for all acts or omissions of its Financial Advisors in connection with the use of the Site and for its Financial Advisors' compliance with these Terms and Conditions.
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19. In the event that any part of these Terms and Conditions is not legally enforceable, the remaining terms and conditions shall not be affected and shall remain valid and enforceable.
20. These Terms and Conditions, and all matters arising out of the use of this website, shall be governed, construed and interpreted according to the laws of the State of New York, without reference to the choice of law doctrine of such state. You hereby consent to the exclusive jurisdiction of courts in New York, whether state or federal, over all matters arising out of or relating to these Terms and Conditions.
21. You understand and agree that by clicking on "I agree" or a similar entry field your agreement or consent will be legally binding and enforceable as the legal equivalent of a handwritten signature.

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