

Wells Fargo Account Aggregator Terms of Use

Last Update March 21, 2022

These Terms of Use govern the Wells Fargo Account Aggregator ("Account Aggregator Service" or "Service") ("Terms") between you and Wells Fargo. The words "you" and "your" refer to the person(s) executing these Terms and using the Account Aggregator Service. The words "we", "us", "our", or "Wells Fargo" refer to Wells Fargo Clearing Services, LLC ("WFCS") and Wells Fargo Advisors Financial Network, LLC ("WFAFN") and any of their respective affiliates or subsidiaries, when any of them offer access to the Service.

These Terms supplement any other agreements related to your interactions with Wells Fargo in accessing the Service via wells Fargo.com or wells Fargoadvisors.com ("Online Service") including, but not limited to, the Wells Fargo Online Access Agreement (<https://www.wellsfargo.com/online-banking/online-access-agreement/>), and the Wells Fargo Digital Privacy and Cookies Policy (<https://www.wellsfargo.com/privacy-security/privacy/online>) (collectively, "Wells Fargo Documents"), as amended from time to time. The Wells Fargo Documents are incorporated herein by reference. In the event of any inconsistency between these Terms and the Wells Fargo Documents, including those listed above, these Terms will control, but only to the extent of such inconsistency.

Please read these Terms of Use carefully. By clicking the "Accept and Continue" button below or by using the Account Aggregator Service, you agree to these Terms, including any future amendments to it. Your use of the Service is governed by the version of the Terms in effect on the date of use.

Account Aggregator Service

The Account Aggregator Service is a personal information management service allowing you to view, consolidate and manage your online account information from multiple third-party financial institutions and service providers you have designated from time to time ("Third-Party Institutions") in the same manner as the viewing of your Wells Fargo accounts in the Online Service. The Account Aggregator Service is provided in part by Plaid, Inc., a third-party service provider that is not affiliated with Wells Fargo ("Plaid" or "the TPSP"). The Service is provided by us to you as a convenience. By accepting these Terms of Use and utilizing the Service, you hereby consent to the TPSP's access to your personal account information from the Third-Party Institutions as designated by you from time to time. Information that may be accessed from one or more of your accounts held at a Third-Party Institution includes, but is not limited to, account numbers and account holder information, account transactions, account statements, account position and balance information ("Aggregated Information"). In order to retrieve this Aggregated Information, you may be required to supply the TPSP with your credentials used to log into online portals at the Third-Party Institutions ("the Websites"), including, but not limited to, usernames, passwords, PIN numbers, multifactor authentication questions and answers, one-time access PINs, and other related information ("Credentials"). Notwithstanding anything contained herein to the contrary, such Credentials will not be used or shared by the TPSP or Wells Fargo with any other party, except as required to accomplish the foregoing and to configure the Service for compatibility with the Websites or to retrieve Aggregated Information. Your Aggregated Information may also be viewed by your financial advisor.

Investment and Insurance Products are:

- **Not Insured by the FDIC or Any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate**
- **Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested**

For purposes of these Terms and solely to provide the Service to you, you hereby grant Wells Fargo and the TPSP a limited power of attorney, and you appoint us and the TPSP, each with authority to act independently or jointly, as your true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Websites to retrieve Aggregated Information and use your Credentials to provide the Service to you; and, subject to Wells Fargo's Privacy Policy and the TPSP's Privacy Policy, to use your Aggregated Information, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do directly. You agree that we and the TPSP are entitled to rely on the authorizations, agency and limited power of attorney granted by you to us and the TPSP. **You acknowledge and agree that when we or the TPSP are accessing and retrieving Aggregated Information from the Websites, we or the TPSP are acting as your agent, and not as the agent for or on behalf of the Third-Party Institutions.**

Privacy Policy

Your privacy is important to us. Please review the Wells Fargo Privacy Policy ("Privacy Policy"), which is available at <https://www.wellsfargoadvisors.com/disclosures/privacy.htm> for WFCS and, for WFAFN at <https://www.wellsfargoadvisors.com/disclosures/finetprivacy.htm> for more information about the customer privacy notices and how Wells Fargo collects, uses, shares or otherwise processes information about you. We reserve the right at our discretion to make changes to our Privacy Policy. In connection with and related to your use of the Service, you also agree to the terms of the Plaid Privacy Policy ("Plaid Privacy Policy"), which is available at <https://plaid.com/legal/#end-user-privacy-policy>. Plaid reserves the right at its discretion to make changes to its Privacy Policy.

Use of the Service

- a. **Authorization for Use of the Aggregated Information.** By agreeing to these Terms, you authorize Wells Fargo to use your Aggregated Information to help optimize your personal use of the Service; to support firm system functions for the Service; to help provide consolidated reporting to you; and, from time to time, to develop and provide you with other Wells Fargo products or services. Your Aggregated Information may also be viewed by your financial advisor, unless you have elected to opt-out of the sharing of your Aggregated Information with your financial advisor. Your Aggregated Information is subject to all the protections and restrictions as set forth in the Wells Fargo Privacy Policy.
By agreeing to these Terms, you also authorize Plaid to use your Aggregated Information (i) in order to provide the Services to you; and (ii) to create aggregated, de-identified or anonymized information (that does not identify you personally) in accordance with the Plaid Privacy Policy.
- b. **Limited License.** Subject to your compliance with these Terms, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for your own personal, non-commercial use. You may not: (i) sell, resell or commercially use the Service, or rent, lease, or sublicense your access to the Service to another person; (ii) reverse engineer or reverse compile any aspect of the Service or intellectual property, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of the Service; or (iii) modify the Service or otherwise make any derivative works based upon the Service.
- c. **Service Limitations.** Wells Fargo and the TPSP make no warranty that the Service will be available to you at any particular time or that it will be free of fault or error. When using the Service to access the Websites, you may incur technical or other difficulties. These difficulties may result in loss of data, personalization settings or other service interruptions. Neither Wells Fargo nor the TPSP assume any responsibility for the timeliness, deletion, delivery failure or failure to store any of your data, communications or personalized settings. The Service cannot be used to initiate transactions on any of the Websites.
- d. **Service Changes and Discontinuation.** Wells Fargo and the TPSP each reserve the right in their sole discretion to change, terminate or discontinue, either temporarily or permanently, the Service at any time without prior notice to you. Access to the Service, in whole or in part, may be reinstated by us at our discretion, at any time. If reinstated, the then-current provisions of these Terms will control.

- e. **Cancellation.** You may cancel your use of the entire Service at any time by calling us at the number located on the Contact Us page within your Online Service. Upon receipt and processing of your request, the Service will be canceled and our or the TPSP's access to your Aggregated Information thereafter will be terminated. Upon your cancellation of the Service, you will have no further access to the Service or your Aggregated Information through the Service. Alternatively, you may choose to terminate access to your Aggregated Information through the Service from one or more specific Third-Party Institutions.
- f. **Proprietary Rights.** Other than your electronic records stored through the Service and your personal account information, all content included in or available on the Service, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of Wells Fargo, the TPSP and/or third parties and is protected by copyrights, trademarks, or other intellectual property and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Service is the exclusive property of Wells Fargo, the TPSP and/or its licensors and is protected by copyright or other intellectual property rights. The trademarks, logos, and service marks displayed on the Service (collectively the "Trademarks") are the registered and unregistered trademarks of Wells Fargo, the TPSP or third parties. Under no circumstances may you use, copy, alter, modify or change these Trademarks. Nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Wells Fargo, the TPSP or the third-party which has rights to such Trademarks, as appropriate.
- g. **Charge for this Service.** The Account Aggregator Service is being provided to you at no charge. We may change, or add to, the fees for the Service at any time by providing you notice as described in these Terms.

Third-Party Accounts

Your use of the Service is your authorization to us and the TPSP, as your agents, to access on your behalf, the Websites you designate, on your behalf, to retrieve the Aggregated Information requested by you, to store such Aggregated Information and to display such Aggregated Information through the Service to you. You also authorize and permit us and the TPSP to use the Aggregated Information, Credentials and any other information submitted by you to configure the Service so that it is compatible with the Websites you designate. You agree that you are responsible for any fees a third-party website or website operator may charge in connection with access to your accounts by the Service. You agree that the Websites and their owners and operators may rely on the agency appointment and limited power of attorney you have provided as part of these Terms.

Your Representations to Us

You represent and agree that all information you provide to us and the TPSP in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us or the TPSP. You agree that you will not misrepresent your identity or your account information. You agree to keep your Credentials, e-mail address, telephone number and other account information up-to-date and accurate. You represent that you are a legal owner, or have legal authority, with respect to the Aggregated Information for the accounts at any of the Websites you ask us or the TPSP to access on your behalf; that you have the authority to use the Service and to designate us and the TPSP as your agents; that you have the authority to give us your Credentials and all other information you provide to us; and that you have the authority to grant the foregoing authorizations and to enter into these Terms. You agree that Wells Fargo or the TPSP may rely on the information you provide, without further verification, when processing requests you initiate through the Service.

Informational Use Only

The Aggregated Information obtained through the Service is provided to you solely for your convenience and informational and educational purposes only. You should not rely on this Service as the primary basis for your investment, financial or tax planning decisions. It is not intended for trading or transactional purposes or to replace official records and statements regarding the accounts. The Aggregated Information is not a substitute for, and should not be considered, an account statement or any other regulatory required document. The Service is not intended to provide legal, tax, investment or insurance advice. Nothing within the Service should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security or insurance product by Wells Fargo or any third-party.

Accuracy of Information Collected from Third-Party Websites

Neither Wells Fargo nor the TPSP are able to verify the accuracy of the data pertaining to the Aggregated Information. Wells Fargo and the TPSP are not responsible for any acts, errors or omissions by the Third-Party Institutions in the accuracy of any information obtained from such Third-Party Institutions. You understand that the Aggregated Information and other information reflected in the Service will be effective as of the most recent system update. The Aggregated Information may not be accurate or current if the system update was not successfully completed or if it was obtained during an update by the Third-Party Institution. We will not be liable for any errors or delays in the content from any Websites. In certain circumstances, Aggregated Information from the same account(s) at a Third-Party Institution may be displayed more than once.

Disclaimer of Warranties

You expressly understand and agree that your use of the Service and all information and content (including that of third parties) included in or accessible from the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Wells Fargo and Plaid specifically disclaim any and all implied warranties. Some jurisdictions do not allow the exclusion of certain warranties; therefore some of the above limitations may not apply to you.

Limitation of Liability and Indemnification

- a. **Limitation of Liability.** You agree that neither Wells Fargo, Plaid, nor any of their respective affiliates or third-party suppliers or licensors, will be liable for any harms, including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for trading losses, goodwill, use, data or other losses or damages of any kind, incurred as a result of:
 - i. Our access to your designated accounts at Third-Party Institutions;
 - ii. Our retrieval of or inability to retrieve information from your designated accounts at Third-Party Institutions;
 - iii. Any inaccuracy, incompleteness or misinformation contained in the information provided by you or Plaid;
 - iv. Unauthorized access to or alteration of your transmissions or data; and
 - v. Your use of or inability to use this Service or any of our or Plaid's website.
- b. **Indemnification.** (a) You agree to indemnify and hold harmless Wells Fargo, its affiliates, successors and assigns, directors, officers, employees, agents, and third-party vendors and licensors ("Related Persons"), from any and all third-party actions, claims, liability and damages, and to be responsible for all expenses and costs (including but not limited to reasonable attorneys' fees) caused by or arising from your connection to or use of the Service, your violation of these Terms or the related agreements, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Service is terminated. This paragraph does not apply to any cost or damage attributable to our or Related Persons' gross negligence or intentional misconduct.

(b) You agree to indemnify and hold harmless Plaid, its affiliates, successors and assigns, directors, officers, employees, agents, and third-party vendors and licensors ("Plaid Related Persons"), from any and all third-party actions, claims, liability and damages, and to be responsible for all expenses and costs (including but not limited to reasonable attorneys' fees) caused by or arising from your connection to or use of the Service, your violation of these Terms or the related agreements, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Service is terminated. This paragraph does not apply to any cost or damage attributable to Plaid's or Plaid Related Persons' gross negligence or intentional misconduct.

Dispute Resolution Program: Arbitration Agreement; Waiver of Class Action Rights

Any dispute you have concerning these Terms or the Service will be resolved under the arbitration provisions set forth in your governing brokerage account agreement with WFCS or WFAFN which dispute resolution terms and conditions shall also apply, to the extent applicable, to any disputes relating to Plaid with respect to the Service. The class-action waiver provision of your governing WFCS or WFAFN brokerage account agreement will also apply to these Terms.

Notices

- a. **Generally.** Except as expressly provided otherwise in these Terms, we will provide you notices and other information regarding the Service ("Account Related Information") via postal mail, electronically, or by other means available. This information will be sent to the postal or electronic address ("e-address") you provide to us. The e-address may be an e-mail address, text messaging number, or other electronic access address provided to us.
- b. **Electronic Delivery.** Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either:
 - i. to your e-address (if you have consented to electronic delivery); or
 - ii. by posting the information through our Online Service and sending you a notice to your e-address telling you that the information has been posted and providing instructions on how to view it. You agree that we may satisfy our obligation to provide you with an annual copy of the Wells Fargo Privacy Policy by keeping it available for review through our Online Service.
- c. **Address Changes.** You agree that you will notify us in the event of a change to your postal address or e-address. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or e-address only for the account(s) you specify or for all or some of your other account(s) with us.
- d. **Implementation of Notices.** Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If there is more than one owner or authorized party on your account, we may send Account Related Information to any one of them. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you.

General Provisions

- a. **Terms of Use Amendments.** We may change the terms of these Terms of Use at any time without prior notice to you and such changes will be made by updating these Terms through our Online Service and/or the Account Aggregator Service. You will be notified of such changes and your continued use of the Service after we send you notice of any changes will signify your acceptance of the change. Except as otherwise required by law, any change to these Terms applies only to transactions that occur, or claims that arise, after the amendment becomes effective.
- b. **Service or Transaction Delays.** In no event will Wells Fargo be liable for any failure of performance, without limitation, including due to circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake or extreme weather).
- c. **Use of Feedback by Wells Fargo.** In the event that you provide feedback to us regarding the Service or any other Wells Fargo product or service, you agree that Wells Fargo and its affiliates or the TPSP may use or commercialize any feedback you provide to us without any restriction, compensation or notice to you.
- d. **Terms of Use Termination.** These Terms of Use will be in effect from the date your enrollment in the Service is accepted by Wells Fargo until the Service is canceled by you or Wells Fargo or the TPSP as set forth in the **Use of the Service** section of these Terms. The termination of these Terms will not terminate your obligations or our rights arising under these Terms before such termination. All provisions of these Terms will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

- e. **Governing Law.** These Terms will be interpreted in accordance with the laws of the State of New York, without regard to conflict-of-law rules.
- f. **Entire Agreement.** These Terms represents the sole and exclusive agreement between you and us regarding the Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. If any provision of these Terms is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.
- g. **Failure to Act Not a Waiver.** Neither Wells Fargo's nor the TPSP's failure to act with respect to a breach by you or others constitutes a waiver of our respective right to act with respect to subsequent or similar breaches.
- h. **Third-Party Beneficiary.** The TPSP is considered a third-party beneficiary of these Terms and you agree that the TPSP may rely upon each applicable provision of these Terms, including, but not limited to your authorization and grant of a limited power of attorney, privacy policy matters, limited license, the disclaimer of warranties, and the limitation of liability in these Terms, indemnification and dispute resolution, with the power to enforce those provisions as applicable.
- i. **Headings.** Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.



Investment products and services are offered through Wells Fargo Advisors. Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC (WFCS) and Wells Fargo Advisors Financial Network, LLC, Members SIPC, separate registered broker-dealers and non-bank affiliates of Wells Fargo & Company. Wells Fargo Clearing Services, LLC is not an FDIC-insured depository institution; FDIC deposit insurance only protects against the failure of an insured depository institution. Banking products and services provided by Wells Fargo Bank, N.A. Member FDIC.

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