

YOU MUST AGREE TO THESE TERMS OF USE BEFORE USING "DOCUMENTS VAULT"

This Agreement is between Siftsort.com LLC ("Siftsort") and You ("You" or "Customer" or "Merrill client" where Merrill Client is defined as a client of Merrill Lynch, Pierce, Fenner & Smith Incorporated), as an authorized user of Siftsort Services through the Merrill website, and governs the terms and conditions of your use of Siftsort Services. This Agreement, together with any operating rules, policies, or other supplemental documents, expressly incorporated herein by reference and published from time to time by Siftsort (collectively, the "Agreement"), constitutes the entire Agreement between Siftsort and You regarding Siftsort Services, and supersedes all prior Agreements between the parties regarding the subject matter of this Agreement. Notwithstanding the foregoing, your use of any software provided by Siftsort related to the Services shall be pursuant to a separate agreement governing Customer's use of such software. By using Siftsort Services through the Merrill website, You confirm your acceptance of, and agree to be bound by the terms of, this Agreement.

Definition of Terms

- a. "Siftsort," "we," "us," or "our" means Siftsort.com LLC.
- b. "You", as the user, are referred to herein as "you," "user," "subscriber," "client," "Merrill client" or "customer".
- c. "The Siftsort system" or "system" means the equipment and software owned, leased, used by, or maintained for or by Siftsort.
- d. "Documents" means directory structure and file content stored/retained on Siftsort's system by you.
- e. "Account" means the Siftsort Services you have enrolled in to store/retain your Documents.
- f. "Merrill website" means a system in which you can manage your Merrill account(s) using a computer browser at www.mymerrill.com or www.merrilledge.com.
- g. "Merrill client" is a client of Merrill Lynch, Pierce, Fenner & Smith Incorporated.
- h. "Merrill" is defined as Merrill Lynch, Pierce, Fenner & Smith Incorporated.
- i. "Siftsort Services" or "Services" are defined as any and all services provided by Siftsort to You, either now or in the future.
- j. "Documents Vault" is the term used on the Merrill website to refer to the Siftsort Services.

Description of Services.

Siftsort provides organizational tools and technology, which enables you to securely store family documents, medical records, financial statements, and other documents of yours, which can then be accessed via a computer or other device, and which may be shared, via a computer, with a Merrill Financial Advisor, or a trusted third-party where appropriate. Siftsort offers services through the Merrill website. You will not be charged a monthly subscription fee, or any other fee, while Services are available through the Merrill website.

Registration

To use the Services, you sign on and agree to the Terms of Use. If you change your mind, then contact Merrill at 1-800-MERRILL (637.7455) to cancel your subscription, and to terminate these Terms of Use.

Non-Transferable License.

Siftsort grants you a personal, non-exclusive, non-transferable license to use the products and software contained in or made available through the Services solely for your own purposes. All rights not expressly granted by Siftsort to you are retained. However, Siftsort has no authority to use your Documents in any manner not directly connected to the Services.

Restrictions.

You are permitted to store, manipulate, analyze, reformat, print, and display the Documents for your personal use. Unauthorized use of the Services, or the resale of the Services without Siftsort's prior written consent, is expressly prohibited. You shall not copy, license, sell, transfer, transmit, make available, distribute, publish, or assign this license. You will have the ability to share Documents with a Merrill Financial Advisor.

User Responsibilities.

You are solely responsible for all activities that occur in your Account and for ensuring that You exit or log-off from your Account at the end of each session of use. You shall notify Merrill at 1-800-MERRILL (637.7455) immediately of any unauthorized use of your Documents or any other breach of security that is known or suspected by You. You shall also use your best efforts to stop immediately any unauthorized copying or distribution of Documents that is

known or suspected by You. Siftsort shall not be responsible for any unauthorized access to, or alteration of, your transmissions or Documents, any material, information or Documents sent or received, regardless of whether the Documents is actually received by Siftsort, or any transactions entered into through the Services or failure to abide by this Agreement. DO NOT MISUSE OR ABUSE THE SYSTEM.

Account Information and Documents.

Siftsort is a secure third-party storage system and does not own any Documents, information or material that You submit to the Services or store in your Account. All Documents will be stored and retained on the Siftsort system. Siftsort will not monitor, edit, or disclose any information regarding You or your Account, including any Documents, without your prior permission except in accordance with this Agreement. Siftsort employees do not have, and will not have, access to any Documents that You store within your Account. You can be confident that all documents stored within your Account can only be accessed by You and those individuals designated by You at Merrill or a trusted third-party to whom You granted secure viewing privileges using the sharing feature. Documents that You store in your Account may be shared with Merrill Financial Advisors or a trusted third-party that You designate. Merrill Financial Advisors only have access to shared files You specifically choose to share with them. Only those shared files that are accepted by Merrill Financial Advisors will be retained on the Merrill system. Certain documents such as trust agreements, may not be suitable for sharing with Merrill Financial Advisors, and Merrill Financial Advisors have the ability to accept or reject a document that You request to share. Merrill and its Financial Advisors do not have any right, authority or ability to access, monitor, edit, dispose of, or direct the disposition of the Documents, files, information, documents or materials You store in your Account. Only You have access to any Documents, files, information, documents or materials in your Account and the right to determine who can view that Documents, files, information, documents or materials and the ability to dispose of, and direct the disposition of, the Documents, files, information, documents or materials in your Account. We have physical, electronic and procedural safeguards in place that comply with federal, state, and local laws and regulations to protect personal information about You. Please be aware that Siftsort does provide certain user information and statistical information such as usage or user traffic patterns in aggregate form to Merrill but such information will not include personally identifying information from your Siftsort Account. Siftsort may access your Account, including its Documents in an unreadable format (encrypted), to respond to service or technical problems or as stated in this Agreement. You, not Siftsort, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Documents. Except in cases of its own willful misconduct, gross negligence, or fraud, Siftsort shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Documents.

User Conduct.

You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Services. In addition, without limitation, You agree not to use the Services to: (a) use information from the Services in connection with sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or Documents regarding other users, including e-mail addresses, without their consent; (c) transmit through or post on the Services unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, abusive, libelous, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs, such as trojan horses, worms, time bombs, cancelbots; (f) interfere with or disrupt servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (g) attempt to gain unauthorized access to the Services, other Accounts, computer systems or networks connected to the Services, through password mining or any other means; or (h) harass or interfere with another user's use and enjoyment of the Services. Siftsort has no obligation to monitor the Services and/or Documents or any user's use thereof or retain the content of any user session. However, Siftsort reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Termination of Relationship with Merrill.

This service is offered to You through Merrill. If your relationship with Merrill is terminated, your access to the Services and Documents Vault will be terminated. Stored Documents will be deleted after 90 days of termination. However, You may continue storing your Documents with Siftsort, at no additional charge, but to do so, you must contact Merrill at 1.800.MERRILL (637.7455) within 90 days of your Merrill account being terminated to transfer your Documents to a personal Account with Siftsort. If you fail to contact Merrill within 90 days of your Merrill account being terminated, and make that transfer request, then your stored Documents will be terminated as stated above.

Termination of Relationship with Siftsort.

This Service is available to You because you maintain an account with Merrill. However, if You fail to comply with this Agreement, Siftsort may terminate your Account or use of the Services and remove and discard any Documents within the Services. You may terminate your user Account upon notice to Merrill at any time. Upon termination by Siftsort or at your direction, You may remove any Documents, information or material that You may have stored in your Account at no additional charge. Upon termination of your Siftsort Services, your right to use such Services immediately ceases. Siftsort shall have no obligation to maintain any Documents stored in the Siftsort system or to forward any Documents to You. Stored Documents will be deleted after 90 days of termination.

Proprietary Rights.

Except for the licenses granted herein, You have no right, title or interest in or to the Services. You agree that Siftsort or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Services. Siftsort and/or other Siftsort products and services referenced herein are either trademarks or registered trademarks of Siftsort.

Copy Protected.

You agree that in no circumstances will copy-protected materials (for example, copyrighted music or movie files) be uploaded and/or shared through the Siftsort service unless it has been legally obtained. Siftsort retains the right to terminate an Account that contains material that has not been legally obtained. In addition, Siftsort does not permit sharing copy-protected works including copyrighted music and movie files.

Indemnification.

You shall indemnify and hold Siftsort, Merrill and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with your use of the Services (including the Documents) or breach of this Agreement. Also, You agree to indemnify and hold Merrill, its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with a security breach of Siftsort's systems and Services. Also, You agree to indemnify and hold Siftsort, its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with a security breach of Merrill's website and services.

Disclaimer of Warranties.

SIFTSORT MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. SIFTSORT DOES NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DOCUMENTS, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (IV) ERRORS OR DEFECTS WILL BE CORRECTED, (V) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SIFTSORT.

Limitation of Liability.

IN NO EVENT SHALL SIFTSORT BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DOCUMENTS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO YOUR USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, EVEN IF SIFTSORT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Additional Rights.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, and in such states, the exclusions shall be interpreted to the broadest extent permitted by the laws of such states.

Local Laws and Export Control.

Siftsort controls and operates the Services from its location in the United States of America and is subject to the United States Export Administration Laws and Regulations. Siftsort makes no representation that the Services are appropriate or available for use in other locations. If you use the Services from outside the United States of America, You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Services, is or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, and is not and will not be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States Government for such purposes. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

Modification to Terms.

Siftsort and/or Merrill reserves the right to change the terms and conditions of this Agreement or its policies relating to the Services at any time and shall notify You by posting an updated version of this Agreement on the Merrill website. You are responsible for reading and reviewing this Agreement and any updated versions of it. By agreeing to the terms and conditions of the updated Agreement (as instructed on the Merrill Website), you can continue to use the Siftsort Services. If you do not agree to the changes in the terms and conditions of the updated Agreement, please contact Merrill at 1-800-MERRILL (637.7455) to cancel your subscription.

General.

This Agreement will be governed by New York state law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Services only in the federal and state courts located in New York, New York. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between You and Siftsort as a result of this agreement or use of the Services. The failure of Siftsort to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Siftsort in writing. Siftsort has the right to assign any or all of its rights and obligations under this Agreement at any time. This Agreement comprises the entire agreement between You and Siftsort and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

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