

Welcome to My Financial Picture.

Before you begin using My Financial Picture, please take a moment to review and accept the following Terms and Conditions.

When you click on the "I Accept" button, You agree to these Terms and Conditions. If You do not agree to all of these Terms and Conditions, click on the "Cancel" button. If You do not accept these Terms and Conditions, you will not be able to use My Financial Picture. These Terms and Conditions supplement the terms of your Merrill Lynch account agreement(s), [the Merrill Lynch Brokerage Website Terms and Conditions](#).

These Terms and Conditions may be amended or supplemented from time to time upon notice, delivered by regular mail, by email or by a notice on the Merrill Lynch Brokerage Website. Unless You cancel your enrollment in the Service, Your continued use will constitute your acceptance of the changes and agreement to be bound by the Terms and Conditions, as amended. If You do not agree to the changes, You agree to cancel your enrollment in the Service. You can review the most current version of these Terms and Conditions at any time at the Agreements and Disclosures section of the Merrill Lynch Brokerage Website.

Definition of Terms

- a. "Merrill Lynch" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, a wholly owned subsidiary of Bank of America Corporation (BoFA Corp).
- b. "You, as the user, are referred to herein as "you," "your," "user," "Merrill Lynch client" or "customer."
- c. "Merrill Lynch Brokerage Website" means a system in which You can manage your Merrill Lynch account(s) using a computer broker at www.mymerrill.com or www.merrilledge.com.
- d. The "Service" is defined as the ability of a Merrill Lynch client to manually input as well as consolidate, view, manage and access their financial and rewards information for accounts and assets held at Merrill Lynch, its affiliates (including but not limited to Bank of America, N.A.), and in Third Party Accounts via My Financial Picture on the Merrill Lynch Brokerage Website.
- e. "My Financial Picture" is a term used on the Merrill Lynch Brokerage Website to refer to the Service.
- f. "Third Party Accounts" are those accounts designated by you and for which You authorize the Service (through Merrill Lynch and its service providers) to access on Your behalf in order to retrieve information requested by you for display in the Service.
- g. "Content" means any and all information (including but not limited to Third Party Account providers, account numbers and passwords) provided to Merrill Lynch by You in order for You to participate in the Service.
- h. "Sharing Feature" means an option offered through My Financial Picture that allows You to grant secure viewing privileges to an individual or individuals who may be designated by You (for example, your Financial Advisor) at Merrill Lynch.

Description of The Service.

a. The Service enables a Merrill Lynch client to manually input as well as consolidate, view, manage and access their financial and rewards information for accounts and assets held at Merrill Lynch, its affiliates (including but not limited to Bank of America, N.A.), and in Third Party Accounts via My Financial Picture on the Merrill Lynch Brokerage Website. The data displayed through the Service is for informational use only. Your Merrill Lynch account statements are the official record of your holdings and balances.

b. Service Limitations. You agree that the Service is provided "AS-IS", without warranties of any kind. Merrill Lynch does not assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings.

c. Service Changes and Discontinuation. Merrill Lynch reserves the right to change or discontinue, temporarily or permanently, the Service at any time without notice. You agree that Merrill Lynch will not be liable to You or any third party for any modification or discontinuance of the Service.

d. Cancellation. You may cancel your enrollment in the Service at any time by contacting Merrill Lynch at 1.800.MERRILL (637.7455). Upon receipt of your request, your account will be cancelled and all of your My Financial Picture information will be deleted.

e. All financial information consolidated and displayed per the Service can only be viewed by You and those individuals who may be designated by You at Merrill Lynch to whom You grant secure viewing privileges using the Sharing feature.

f. Unless and until you grant secure viewing privileges to individuals at Merrill Lynch via the Sharing Feature, none of the financial information consolidated via the Service will be known to anyone at Merrill Lynch.

Your Obligations.

For Your benefit and security as well as Merrill Lynch, there are a few mandatory guidelines that we require that You abide by when using the Service. Any conduct that violates these guidelines is grounds for termination of Your enrollment.

a. Provide Accurate Information. You agree to provide true, accurate, current and complete information about your identity and your accounts. You agree to keep your enrollment and account information up to date and accurate. You are solely responsible for the accuracy of the information manually entered by you into the Service.

b. Obey the Law. You agree not to use the Service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

c. Restrictions on Commercial Use or Resale. Your right to use the Service is personal to you; therefore, you agree not to resell or make any commercial use of the Service.

d. Proprietary Rights. You are permitted to use the content delivered to you through the Service via the Merrill Lynch Brokerage Website. You may not copy, reproduce, distribute, or create derivative works from any content available through the Service or the Merrill Lynch Brokerage Website.

Rights You Grant to Merrill Lynch.

a. Content You Provide. Subject to our [Privacy Notice](#), which is displayed on www.ml.com, the Merrill Lynch Brokerage Website, you are licensing Your Content to Merrill Lynch. Merrill Lynch and its service providers may use, modify, display, distribute and create new material using such Content but only to provide the Service to you. By submitting Content, you agree that you are the owner of such Content and have expressly agreed that, without any particular time limit, and without the payment of any fees, Merrill Lynch and its service providers may use the Content for the purposes set out in these Terms and Conditions.

b. You agree that Merrill Lynch may use aggregated Customer Data that does not identify you individually for its own business purposes.

Third Party Accounts.

By using the Service, you authorize the Service (through Merrill Lynch and its service providers), on Your behalf, to access third party sites designated by You in order to retrieve Third Party Account information requested by You available on such third party sites. You hereby authorize and permit Merrill Lynch and its service providers to use the Content to accomplish the foregoing and to configure the Service so that it is compatible with the third party sites for which you submit Content. For all purposes hereof, you hereby grant Merrill Lynch and its service providers a limited power of attorney, and you hereby appoint Merrill Lynch and its service providers 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 third party sites, retrieve information, and use your information, all as described above, 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 in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN THE SERVICE IS ACCESSING AND RETRIEVING INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENTS, AND NOT THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You agree that such Third Party Account providers shall be entitled to rely on the foregoing authorization, agency and power-of-attorney granted by you.

Except for certain relationships, you understand that Merrill Lynch does not have any relationship to or affiliation or connection with any third party sites available for use with the Service. The Service is not endorsed or sponsored by any such third party sites. You agree that Merrill Lynch neither assumes any responsibility nor incurs any liability with respect to the acts, omissions or determinations of any such third party sites.

You acknowledge and agree that Merrill Lynch may not maintain the same level of security against unauthorized access to your My Financial Picture information as the third party sites from which you authorize the Service to retrieve information on your behalf.

Other Important Legal Matters.

a. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MERRILL LYNCH EXPRESSLY DISCLAIMS

ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

MERRILL LYNCH DOES NOT MAKE ANY WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MERRILL LYNCH OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS, THEN THIS SECTION WILL CONTROL.

b. Third Party Products and Services. You should be cautious when browsing the Internet and to use good judgment and discretion when making purchases, obtaining information, or transmitting information. From this site, users may visit or be directed to sites containing information or material that may be offensive or inappropriate to some people. Merrill Lynch does not make any effort to review the content of these sites, nor is Merrill Lynch responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites. In addition, Merrill Lynch does not endorse or control the content of any other user and is not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, or that it infringes or may infringe upon the intellectual property or other rights of another. You acknowledge that Merrill Lynch does not pre-screen content, but that Merrill Lynch and its designees will have the right (but not the obligation) in their sole discretion to refuse, edit, move or remove any content that is available via the Service.

c. LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER MERRILL LYNCH NOR ANY OF ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF MERRILL LYNCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE

SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

d. Indemnification. You agree to protect and fully compensate Merrill Lynch and its respective affiliates, directors, officers, employees, agents and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the Service, your violation of these Terms and Conditions or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

e. Other. This agreement cannot be changed or any of the parties' rights waived unless the parties agree in writing (which may be electronic) or you continue using the Service following receipt of notice of any changes sent to you by Merrill Lynch. This agreement is personal to you and you may not assign it to anyone. All notices to you shall be in writing (which may be electronic) and shall be made either via e-mail, conventional mail or a notice, at Merrill Lynch's discretion. Merrill Lynch may provide a notice or messages through the Service to inform you of changes to the Terms and Conditions, the Service, or other matters of importance; such notices shall constitute notice to you. All notices to Merrill Lynch must be made in writing to the customer service address on your Merrill Lynch statement. If any provision of these Terms and Conditions is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The laws of the State of New York govern the interpretation and performance of this agreement.

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