



1. APPLICATION

- 1.1 These additional terms and conditions apply and are incorporated into and form part of the Agreement. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.
- 1.2 Unless the context requires otherwise, terms not defined in these Platform Terms will have the meaning given to them in the Core Agreement. For the purposes of these Platform Terms the terms “Bank”, “we”, “us” or “our” shall mean Bank of America, National Association.

2. ACCESS TO AND USE OF THE PLATFORM

- 2.1 We hereby grant you a non-transferable, non-exclusive, revocable and limited right to access and use the Platform in accordance with these Platform Terms, the Agreement and any set-up forms, onboarding documentation or authorisation forms relating to the Platform (the “Service Documentation”) and any other applicable documentation between you and us.
- 2.2 Your right to access and use the Platform will terminate upon the occurrence of any one of the following events: (i) the relationship between you and us is terminated for any reason; (ii) the Agreement is terminated; (iii) you breach any term of these Platform Terms; (iv) we determine you attempt to use the Platform in an illegal or unauthorised manner, including in contravention of these Platform Terms; (v) if, for whatever reason, we cease to be entitled or permitted to grant to you the right to access and use the Platform, or (vi) lengthy non-use of or access to the Platform, which in our discretion shall constitute abandonment.
- 2.3 We reserve the right to suspend your access to, and use of, the Platform upon notice to you of a violation of any of the terms and conditions of these Platform Terms. In addition, we may suspend your access to, and/or use of, the Platform immediately without notice where such action may be required to prevent interference with or disruption to services to our or its Affiliates’ other customers, to protect the integrity of our or its Affiliates’ systems, or as may be required by law or regulation.
- 2.4 You and your Authorised Users and agents will follow all of our instructions concerning the access to and use of the Platform. You are solely responsible for any and all acts and omissions that occur under your account or password.
- 2.5 You agree not to engage in, and will ensure that your Authorised Users and agents do not engage in, unacceptable use of the Platform, including but not limited to the following activities: (1) creating a false identity or otherwise attempting to mislead any Person as to your identity or the origin of any communication transmitted through the Platform; (2) authorising or attempting to authorise activities for which you do not have full authority to conduct such activities; (3) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Platform or that contain anything that is obscene, defamatory, harassing, offensive or malicious; (4) disseminating or transmitting files, graphics, software or other material that actually or potentially infringes the intellectual property right of any Person or entity; (5) interfering with, disrupting, or attempting to gain unauthorised access to information or other accounts through the Platform hosted by us or any of our Affiliates; or (6) attempting to copy, modify, or reverse engineer the Platform.
- 2.6 We may rely on the instructions of Authorised Users, and we will have no liability for following any such instruction. You are responsible for all actions taken or purportedly taken by any Authorised User with regard to the Platform.



3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Platform, its source code and all copyright, patent, trademark, trade secret and any and all other rights (collectively, “**Intellectual Property Rights**”) in the Platform are and will remain our exclusive property, our Affiliates or their respective licensors.
- 3.2 You acknowledge that these Platform Terms does not convey or grant any Intellectual Property Rights or other proprietary right to you, except for the rights specifically granted under these Platform Terms.

4. LIMITATIONS/DISCLAIMERS

- 4.1 You acknowledge that the Platform has not been produced to meet your specific requirements and has not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Platform is satisfactory for your purposes.
- 4.2 You acknowledge and agrees that the operation of the Platform may not be uninterrupted or error-free and that the Platform is provided on an “AS IS” and “AS AVAILABLE” basis.

5. UPDATES

We may provide upgrades or new releases of the Platform that we make generally available to our other customers to whom we provide the Platform, which will be deemed part of the Platform once we have delivered or made it accessible to you.

6. TRAINING

At our option, we may assist you with the training of Persons who will utilise the Platform, but we will not bear any responsibility for the proper installation or use of such training. you will be deemed to have accepted the Platform once it is made available to you or on your use of it.

7. REPORTING PROBLEMS

- 7.1 You will inform us of all errors, difficulties or other problems with the Platform of which you become aware. we will make reasonable efforts to promptly fix or provide workarounds for any material errors reported to us.
- 7.2 We may request your reasonable cooperation in resolving any such errors, difficulties or other problems by providing us an overview of input, output and all other data we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

8. HARDWARE AND SOFTWARE REQUIREMENTS

- 8.1 You are responsible for the installation, maintenance and operation of your own computer, browser and software, which includes a Compatible Version of a web browser and a computer or mobile device with internet or mobile connectivity utilising a Compatible Version of an operating system capable of supporting all of the foregoing requirements. “**Compatible Version**” means a version of the software that supports access to the Platform and other approved access channels.

9. SECURITY

- 9.1 You agree to ensure that all Authorised Users keep the user identification codes, passwords, codes, keys, test keys, security devices, digital signatures and certificates, and other similar devices and information for their access to the Platform secret and secure.
- 9.2 You and/or the relevant Authorised User(s) must notify us immediately if access to the Platform may have been breached. If we receive such a notification or determines ourselves that the security of any Authorised User’s



passwords may have been breached and we decide to take action based on this notice or determination, such Authorised User(s) will not be able to access the Platform until measures have been taken to verify such Authorised User's identity.

- 9.3 Unless we have been notified that any such passwords may have been breached, and until we have had an opportunity to act upon such notification, we will be entitled to treat each such communication as fully authorised by and binding upon you, and we will be entitled (but not bound) to take such steps in connection with or in reliance upon each such communication as it may in good faith consider appropriate, whether such communication contains inaccurate or erroneous information, is unauthorised or fraudulent, includes instructions to pay money or otherwise debit or credit any account, relates to the disposition of any money, securities or documents, or purports to bind you to any agreement or other arrangement with us or with any other Person or Persons or to commit you to any other type of transaction or arrangement whatsoever.

10. PLATFORM ADMINISTRATION

- 10.1 You have granted authority to the Platform Administrators listed in Appendix B to the Supplier Execution Form to act on your behalf for all purposes via the Platform.
- 10.2 You authorise the Platform Administrators to access and use the Platform (including but not limited to setting up entitlements, completion of setup forms and any subsequent amendments, giving instructions and the approval of settlement instructions) on your behalf. This authorisation includes the ability of a Primary Administrator to designate himself or herself, or to designate others, any of whom may be authorised to initiate, amend, cancel, confirm or verify the authenticity of instructions to us in connection with the Platform, whether given orally, electronically or by facsimile instructions, and to revoke any authorisation granted to any such Person.
- 10.3 Platform Administrators may also be responsible for various electronic onboarding activities, including but not limited to the receipt and processing of important updates to the Agreement that may be communicated from time to time.

11. GOVERNING LAW, JURISDICTION; WAIVER OF JURY TRIAL

- 11.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to these Platform Terms:

(a) Governing Law

These Terms of Use shall be governed by and construed in accordance with the law of the State of New York.

(b) Jurisdiction

- (i) Each party hereto agrees that any action, litigation or proceeding with respect to these Platform Terms may be brought in the courts of the State of New York sitting in New York County and the United States District Court of the Southern District of New York and any appellate court from any thereof, and each party hereto irrevocably and unconditionally submits to the jurisdiction of such courts for the purpose of any such action, litigation or proceeding.
- (ii) To the fullest extent permitted by Applicable Law, you agree that service of process may be made on it by registered or certified mail (return receipt requested) directed to it at your address for notices set forth in the Agreement. Nothing in the Agreement will affect our right to serve process in any other manner permitted by Applicable Law. Without prejudice to any other mode of service under Applicable Law and at our request, you shall promptly appoint an agent for service of process with respect to proceedings in the courts set forth in the immediately preceding paragraph, but if



you fail to do so, or the appointed agent is unable to act for whatever reason as your agent for service of process, we may appoint, at your cost, an agent for service of process on your behalf. you agree that failure by an agent for service of process to notify you of the process will not invalidate the proceedings concerned. you shall provide evidence, satisfactory to us, that the agent has accepted its appointment.

- (iii) Each party hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, the defense of any inconvenient forum to the maintenance, and any objection that it may now or hereafter have to the laying of venue, of any action, litigation or proceeding arising out of or relating to these Platform Terms in any court referred to in Clause 3(b)(i) of these Platform Terms.

(c) WAIVER OF JURY TRIAL

THE PARTIES HERETO WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THESE TERMS OF USE OR THE TRANSACTIONS CONTEMPLATED BY THESE TERMS OF USE.