

Corporate Connect Terms of Use

Welcome

These Terms of Use (“TOU”) govern your use of Corporate Connect and the digital services we make available through Corporate Connect. This TOU is in addition to the agreements and disclosures that may apply to the account relationship(s) with us (e.g., account agreements, relationship/services agreements, etc.) The availability of the digital services described in this TOU vary depending on how you access Corporate Connect (via website or mobile app) and your access entitlements – some of the digital services described in this TOU are only available for certain users or account/relationship types.

Features of Corporate Connect

Corporate Connect provides a dashboard view of the overall relationship with us – allowing you to see summaries of important information, view notifications, and manage tasks associated with your account(s) and account relationship(s).

Corporate Connect also provides access to additional digital services associated with account(s) and relationship(s) by linking directly to the associated digital services platform specific to the account/relationship.

This TOU is organized in two sections: Section I covers the general terms applicable to the use of Corporate Connect. Section II covers the specific terms applicable to the associated digital services platforms that can be accessed through Corporate Connect.

Section I: Corporate Connect

This section applies to all users of Corporate Connect and it governs the general use of all the services we make available through Corporate Connect. This TOU incorporates by reference all on screen instructions, disclosures, limitations, fees, and notices.

Privacy and security

Information gathered from you in connection with using Corporate Connect will be governed by the [Online Privacy Policy](#) and any underlying privacy policy that is applicable to the account relationship with us.

[Monitoring and recording communications](#)

We may monitor, record, and retain any communications between you and us (or our Service Providers) for quality control and other permitted business purposes. This monitoring, recording, and retention may be done without any further notice to you or anyone acting on your behalf. Examples of communication that may be monitored, recorded, and retained include telephone calls, mobile phone calls, electronic mail messages, text messages, and online chat.

[Protecting your login credentials](#)

Prevent unauthorized access by keeping your Login Credentials confidential and ensure that you log out of Corporate Connect.

We will never ask you to share your Login Credentials, and you do not need to share your Login Credentials to use any of the services we make available through Corporate Connect. If you give another person or business access to Corporate Connect (either by sharing your Login Credentials or sharing your device), you agree that each such third-party will be authorized to act on your behalf, will have access to Corporate Connect (and underlying platforms), and will be bound by this TOU (and any separate agreement governing your relationship with us). We are not responsible for managing the authority of your third-party relationships, or the use of Corporate Connect by a third-party using your Login Credentials or your device. Any activity performed using your Login Credentials or your device will be presumed to be authorized by you unless you tell us otherwise. If you have shared your Login Credentials with a third-party, and wish to revoke that access, you must contact us to block access to Corporate Connect until new Login Credentials are established.

Call us at a number listed at the end of this TOU (or contact your relationship manager) immediately if:

- You would like to disable your Login Credentials.
- You believe that your Login Credentials or other means to access Corporate Connect has been lost or stolen.
- You believe that someone may attempt to use Corporate Connect without your consent.

Biometric features

A biometric feature (such as a fingerprint or face scanner) is functionality that is built into many devices to provide options for unlocking the device and logging into apps. You have the option to enable the biometric functionality of your device to log in to Corporate Connect using biometrics instead of using your Login Credentials. You acknowledge that any person who has a biometric feature stored in your device (or a person that looks like you) may be able to access Corporate Connect on that device. If you choose to use biometrics for Corporate Connect, it is your responsibility to control access to your device to prevent any unauthorized access to Corporate Connect.

Receiving email, text messages, and other communications

By providing us with an email address or mobile phone number, you represent that you are authorized to use that email address or mobile phone number for Corporate Connect, and you expressly consent to receiving account/relationship (non-marketing) emails or text messages from us.

Message frequency depends on your account settings and how often you use Corporate Connect services that utilize such functionality. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of your device. If you need assistance, call us at a number listed at the end of this TOU, contact your relationship manager, or reply to the text message with the word **"HELP."** To stop receiving text messages on your mobile phone, reply to the text message with the word **"STOP."**

The text messaging features of Corporate Connect are available from all major wireless operators based in the United States of America such as AT&T, Verizon Wireless, T Mobile®, Sprint, Metro PCS, and U.S. Cellular®. Text messages may be delayed (or not delivered) if your mobile device is not in range of a transmission site, placed in airplane mode, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless operator may interfere with message delivery, including your device settings, equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts and notifications may not be punctually received, that your wireless operator does not guarantee that alerts and notifications will be delivered, and that we, our Service Providers, and the wireless operators are not liable for delayed or undelivered messages.

Managing your contact information

Your use of Corporate Connect may be limited, suspended, or terminated if you do not maintain accurate contact information or if we cannot verify your identity. Changes to your contact information and communication preferences may be made within Corporate Connect or by contacting us.

General Terms

Third-party account aggregation services

Some companies offer tools and services that allow you to access and aggregate your information from a variety of sources so that you can view all your information at a single online location. These services may require you to provide personal information, including specific account information, and your Login Credentials. By providing your Login Credentials to such a service, you authorize that service to access Corporate Connect which may include more access than you intend to provide. Please use extreme caution when providing personal information and Login Credentials to third party service providers and read the third party's privacy and security policies before sharing any personal information with the service. **Any use of a third-party site is at your own risk. If you elect to provide your Login Credentials or other information about your accounts to a third party, you are responsible for the third party's use of Corporate Connect and the disclosure of any personal information to or by the third party. Please see the section "privacy and security" in this TOU for more information on safeguarding your Login Credentials. Should you decide to revoke any access you have given to a third party, you must contact us, in which case we may need to block your access to Corporate Connect until we issue new Login Credentials.**

[Tools, calculators, and financial management software](#)

Corporate Connect may contain financial tools, calculators, insights based on account activity, and other features which are designed to help you value assets and make informed decisions. All such tools, calculators, and services are provided by us or our Service Providers for educational and informational purposes only. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use or reliance on the information provided by any of the tools or insights.

You may download certain transactional data for use with other third-party software tools and products created by parties that we do not own or control, including financial management software. If you install or use such software, you are responsible for obtaining any applicable license agreements. You assume all risks of any software that you install, download, or use, and you understand that any information you enter into third-party software may be accessed by unauthorized third parties. If you use the third-party software to transmit information, you and the third-party provider are responsible for the security and confidentiality of that information.

[Links to other internet sites and third-party services](#)

Corporate Connect may contain links to other websites, merchandise, and services provided, owned or operated by third parties. These links do not imply our endorsement or approval of material on any third-party website. The linked websites are not under our control, and we are not responsible for the availability, content, products, services, advertising, or other materials available on the third-party websites. The privacy policies of third-party websites may provide less security than our websites, so we strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning third-party websites, merchandise, and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever regarding any third-party website, merchandise, or service and we are not responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any third-party website.

[Changes in terms](#)

This TOU is revised periodically, and it may include changes from earlier versions; the most current version is the controlling version of this TOU. In accordance with your communication preferences, you will receive an electronic notification of material changes in advance of the effective date of such changes. **By continuing to use Corporate Connect after the effective date of the change, you are reaffirming your acceptance of the most recent version of this TOU.**

[Fees](#)

There may be fees associated with some enhanced features of Corporate Connect. These fees are described within Corporate Connect when you use such features and/or separately disclosed as part of the account relationship. Fees may be changed at our sole discretion, but you will receive notice of these changes in accordance with applicable law. You agree to pay all such fees associated with Corporate Connect and authorize us to deduct the calculated amount from the account(s) you have with us.

You are responsible for any and all other fees and charges that may be assessed by your wireless operator, internet service provider, or any other third-party provider you may engage.

[Equipment](#)

You are responsible for and must provide all mobile devices, computers, and/or other equipment, software (other than any software we provide), and services necessary to access Corporate Connect. You may need additional software that is capable of opening PDF files to view, print, and/or save electronic versions of your documents.

[Intellectual property rights](#)

All content connected with Corporate Connect, and the digital services we make available, is the exclusive intellectual property of us, our licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through Corporate Connect only for the purposes described herein. You may not copy, reproduce, distribute, or create derivative works from this

content. Further, you agree not to reverse-engineer or reverse-compile any technology, including any software or other content associated with Corporate Connect.

The trademarks, logos, and service marks displayed in connection with Corporate Connect are the registered and unregistered trademarks of us, our Service Providers, or other third parties. Under no circumstances may you use, copy, imitate, alter, modify, or change these trademarks. Nothing contained on, in, or otherwise connected with Corporate Connect should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of us or the third party, which has rights to such trademark.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding Corporate Connect shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any of these materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

[Accessing Corporate Connect from outside the United States](#)

Corporate Connect may not be available in all countries, and you understand that the described products and services are intended for customers located in the jurisdictions in which we do business. You also understand that we are based in the United States, and that all information and transactions available within Corporate Connect are reflected as U.S. currency.

We do not make any representation that Corporate Connect is appropriate or available for use outside the jurisdiction in which we operate. You are prohibited from accessing Corporate Connect from territories where the use of Corporate Connect is illegal. If you choose to access Corporate Connect from locations outside the jurisdictions in which we operate, you do so at your own risk, and you are responsible for compliance with local laws.

[Data tracking](#)

We use first-party and third-party cookies, and we use Strictly Necessary, Performance, Functional, and Targeting (Advertising) cookies to enhance your user experience, to provide you with (or evaluate you for) products and services, to communicate with you about your accounts or transactions, to enhance security and fraud prevention, to personalize content and ads, to optimize or improve our products and services, to comply with legal and regulatory obligations, and to analyze our traffic. We may share the information collected through cookies with our Service Providers in the United States (which may be outside the jurisdiction in which you reside). Our provision of, and each use of Corporate Connect constitutes your continuing consent to the use of this technology on our sites. If you choose to reject cookies, some features of Corporate Connect may no longer function.

[Export control](#)

You acknowledge that your use of Corporate Connect is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of Corporate Connect and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer Corporate Connect except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Corporate Connect in any embargoed or sanctioned country.

[Intended use](#)

You agree not to use Corporate Connect in any way that would: (a) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (b) access the information and content programmatically by macro or other automated means; or (c) use Corporate Connect in such a manner as to gain unauthorized entry or access to computer systems.

Delay or suspension of service

We reserve the right to refuse to process any transaction you initiate, and we may suspend your access to Corporate Connect at any time, for any reason, and without notice. Reasons we may suspend or terminate your use of Corporate Connect include: you terminate your relationship with us, suspicious activity, or suspected abuse of terms outlined in this TOU. Until your access is reinstated for Corporate Connect, you will not be able to use Corporate Connect. If we terminate or suspend your use of Corporate Connect, we reserve the right to suspend any recurring activity that you have previously authorized.

Nothing in this agreement is intended to prohibit or otherwise restrict your right to contact regulators, leave feedback, write reviews, or provide commentary on Corporate Connect.

Term and termination

We reserve the right to terminate access to Corporate Connect and associated digital services, and we may terminate all or part of this TOU and your use of any or all Corporate Connect for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using Corporate Connect upon our request.

You may contact us to voluntarily terminate your access to Corporate Connect and withdraw your consent to this TOU but you authorize us to continue to honor any instructions you have previously authorized until we have had a reasonable opportunity to act upon your termination notice.

Once your access has been terminated (by you or by us), you will no longer have access to Corporate Connect (or any of the underlying digital services platforms).

All applicable provisions of this TOU shall survive termination by either you or us, including, without limitation, provisions related to your liability, intellectual property, warranty disclaimers, limitations of liability, and indemnification.

No warranties

NEITHER WE, NOR SERVICE PROVIDERS, REPRESENTS OR WARRANTS THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF THE SERVICES AVAILABLE THROUGH CORPORATE CONNECT, OR THE ERROR FREE USE OF CORPORATE CONNECT. CORPORATE CONNECT IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND FREEDOM FROM A COMPUTER VIRUS.

IN THE EVENT OF A SYSTEM FAILURE OR INTERRUPTION, YOUR DATA MAY BE LOST OR DESTROYED. YOU ASSUME THE RISK OF LOSS OF YOUR DATA DURING ANY SYSTEM FAILURE OR INTERRUPTION AND THE RESPONSIBILITY TO VERIFY THE ACCURACY AND COMPLETENESS OF ANY TRANSACTIONS SO AFFECTED.

Limitation of liability; indemnification

IN NO EVENT WILL WE OR ANY SERVICE PROVIDERS BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIM FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER CAUSED BY OR RESULTING FROM (1) THE USE OR THE INABILITY TO USE CORPORATE CONNECT; (2) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO YOUR INFORMATION; (3) ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH CORPORATE CONNECT OR (4) ANY OTHER FAILURE, ACTION, OR OMISSION RELATED TO CORPORATE CONNECT.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR SERVICE PROVIDERS HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS, ACTIONS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) ARISING FROM (1) A THIRD-PARTY CLAIM, ACTION OR ALLEGATION OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO OR THROUGH CORPORATE CONNECT; (2) ANY FRAUD, MANIPULATION OR OTHER BREACH OF THIS TOU BY YOU; (3) ANY THIRD-PARTY CLAIM, ACTION OR ALLEGATIONS BROUGHT AGAINST US ARISING OUT OF OR RELATING TO A DISPUTE WITH YOU OVER THE TERMS AND CONDITIONS OF AN AGREEMENT OR RELATED TO THE PURCHASE OF SALE OF ANY GOODS OR SERVICES; (4) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR (5) USE OF CORPORATE CONNECT OR USE OF YOUR

ACCOUNT BY ANY THIRD PARTY. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. YOU WILL NOT SETTLE ANY ACTION OR CLAIMS ON OUR BEHALF WITHOUT OUR PRIOR WRITTEN CONSENT.

[Waiver](#)

We will not be deemed to have waived any of our rights or remedies under this TOU unless our waiver is in writing and signed by our authorized officer. No delay or omission on our part in exercising any rights or remedies will operate as a waiver. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

[Severability and headings](#)

If any provision of this TOU is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision in that or any other jurisdiction.

The headings in this TOU are for convenience or reference only and do not govern the interpretation of provisions of the TOU.

[Assignment](#)

You may not assign your obligations under this TOU to any other party and we will not honor any such assignment. We may assign this TOU and you agree that we have the right to delegate to Service Providers all the rights and performance obligations that we have under this TOU, and that the Service Providers will be third-party beneficiaries of this TOU and will be entitled to all the rights and protections that this TOU provides us.

[Complete agreement](#)

This TOU, along with the agreements and disclosures that may apply to the account relationship(s) with us (e.g., account agreements, relationship/services agreements, etc.), represent the sole and exclusive agreement between you and us regarding the use of Corporate Connect and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding use of Corporate Connect. This TOU is governed by all applicable Federal laws of the United States of America and the laws of the State of Minnesota (without regard to any choice of law provisions thereof).

Section II: Associated digital services platforms

This section includes the terms that govern the access and use of the associated digital services platforms that we make available through Corporate Connect. Access to these platforms varies depending on your account type, your relationship with us, and any other restriction that may apply based on your role, entitlement, or digital access profile.

Tradepoint

You may use the Tradepoint digital services platform to view detailed information related to your relationship with us; enter, review, and approve applications; manage authorized users; and other account related services as may be added from time to time. In addition to this TOU, you acknowledge that your use of Tradepoint is in accordance with any underlying agreements that are applicable to your account relationship with us and any separate agreements/obligations you may have with the business entity, subsidiary, or affiliate to whom we provide Global Trade Services.

[Accuracy](#)

It is your responsibility to ensure the accuracy of any information that you enter, and you will be responsible for any information entered even if you make an error. You are responsible for informing us as soon as possible if you become aware that any information is inaccurate. Once informed, we will make a reasonable effort to correct the

inaccurate information, but we do not guarantee that corrections will be made in a timely manner and are not responsible for damages resulting from information that is entered erroneously.

Authorized users

Your profile may be entitled to provision Tradepoint access to additional users. You may add one or more authorized users and assign entitlements to each authorized user. The authorized user will use separate Login Credentials to access Tradepoint in accordance with their assigned entitlement. **You are solely responsible for managing the entitlements you assign to an authorized user and we are not responsible for any losses you or others may incur if your authorized user exceeds his or her authority or if you fail to revoke entitlements granted. You agree to indemnify us and hold us harmless for any loss or damage you or others incur as a result of the actions of your authorized user(s).**

Definitions

The following definitions apply the terms used throughout this TOU:

The words **“we,” “our,”** and **“us”** mean **U.S. Bank National Association**, and respective affiliates, employees, successors, and assigns.

The words **“you”** and **“your”** mean the person or persons with access to the Corporate Connect described in this TOU.

“Login Credentials” means your personal ID, password, and any other unique biometric attribute (such as facial recognition or fingerprint) used to access Corporate Connect and other digital services we make available.

“Service Providers” means any processor or other third party that we have engaged to provide servicing capabilities, equipment, or other services in connection with Corporate Connect. This includes any agent, independent contractor, or subcontractor of any of the foregoing.

Contact us

If you have any questions about Corporate Connect, please contact your relationship manager, send us an email at corpconnect@usbank.com, or by contacting us as described below. Please note that some account types have unique contact information. Keep in mind that we may not immediately receive electronic messages you send, and we will not take action based on your electronic message until we actually receive it and have a reasonable time to act. If you need immediate assistance, please call us.

We accept relay calls.

Tradepoint	800-608-6571
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