

E-Bill Terms and Conditions

These E-Bill Terms and Conditions Agreement (the “Terms”) set forth the conditions for the E-Bill payment services (the “Services”) that FINRA offers you in order that you may perform the transactions described in these Terms. When you use, or permit Authorized Persons to use, the Services, you agree to be bound by these Terms. These Terms incorporate and include the provisions of the E-Bill User’s Guide (including the SAA Self-Entitlement Guide), available at <http://www.finra.org/ebill/>, and are in addition to the terms of the FINRA Entitlement Program Agreement and Terms (the “Agreement”). If these Terms conflict with the E-Bill User’s Guide or the Agreement, these Terms will control. By checking the box, you acknowledge that you have read, understand and agree to these Terms.

1. DEFINITIONS

Capitalized terms that are not defined in these Terms have the meanings given to them in the E-Bill User’s Guide or the Agreement.

2. USING THE SERVICE AND GENERAL AUTHORIZATION

You understand that you may not use the Services until you have become an entitled user through the FINRA Entitlement Program, and we have obtained all information necessary to process Payments for your account. You will not be allowed to use the Services until you have read these Terms and have acknowledged doing so by checking the box that certifies that you accept these Terms.

The Services incorporate commercially reasonable methods to authenticate the information that you have supplied for making a payment through this service. You must access the Services with the appropriate user name and password (“Access Credentials”). You agree not to disclose or otherwise make your Access Credentials available to anyone. If we are unable to authenticate you based on you Access Credentials, you may be denied access to E-Bill.

By agreeing to these Terms, you agree that we will allow you to pay invoices for the services that you access through E-Bill. In addition, you agree that we will allow you to fund your FINRA Flex-Funding Account or Renewal Account through the Services.

You authorize us to process the payment transactions (“Payments”) permitted under these Terms for you as requested by you from time to time, and you authorize us to post transactions to your account as directed.

We reserve the right to refuse any Payment made to us. We will notify you with reasonable promptness if we refuse to accept a Payment.

You authorize us to debit your designated bank and/or credit card account(s), or where permitted your FINRA Flex-Funding Account, for any and all Payments (as described below) you have chosen to utilize.

We reserve the right to add or modify fees from time to time and will notify you when we do so

3. PAYMENT METHODS

We accept the following Payment methods through E-Bill:

a. For payment of invoices, we accept (i) ACH from a designated bank account maintained with a U.S. banking office of a domestic or foreign bank, (ii) a designated VISA®, MasterCard®, American Express® or Discover® credit card account, or (iii) transfers from your FINRA Flex-Funding account. *Please note that all payment methods may not be available for all invoice types.*

b. For Payments made to fund a FINRA Flex-Funding Account or Renewal Account, we accept ACH from a designated bank account maintained with a U.S. banking office of a domestic or foreign bank. We currently do not accept Payments for this purpose from credit card accounts.

Payments may be made by physical check or wire transfer, but must be made as specified in the invoice or <http://www.finra.org/ebill/>.

To the extent Payments are made using ACH, you agree to be bound by the NACHA Operating Rules.

The terms and conditions applicable to your FINRA Flex-Funding account control your use of that account for the Services. Please refer to <http://www.finra.org/ebill/>.

AutoPay:

Use of the E-Bill AutoPay feature requires that your payment information (credit card or ACH) be saved to be used when E-Bill processes payments on your behalf based on your configured settings. You agree to allow E-Bill to send your credit card or ACH information to the payment processor where it will be saved for possible future use. Please note that E-Bill does not retain your credit card or ACH information. It retains only a reference to the information stored by the payment processor.

4. PAYMENT AUTHORIZATION, REMITTANCE AND PROCESSING

Our receipt of your Payment instructions authorizes us to debit your designated bank or credit card account, or your FINRA Flex-Funding Account where permitted, and to credit your Payments to those invoices or transactions that you have designated for payment. You agree that the full amount of any invoice or transaction, including any related costs, fees or disbursements, will be charged to your designated source of Payment.

Payments authorized and received by the E-Bill system prior to 9:00 p.m. Eastern Time Sunday through Friday will be processed each night via an overnight processing cycle. Payments authorized and received by the E-Bill system on Saturday will be processed with the Sunday overnight processing cycle. Payments received by the E-Bill system after 9:00 p.m. Eastern Time will be processed with the next processing cycle.

All transfer requests submitted before 11 p.m. ET are processed via an overnight processing cycle. Requests submitted Monday through Friday will be processed each night.

Requests submitted Saturday through Sunday will be processed Sunday night. Request submitted on a FINRA holiday will be included on the next available overnight cycle. All Web CRD/IARD fees incurred will be collected prior to any transfer, with transfers only being completed if sufficient funds are still available. We will use reasonable commercial efforts to properly and timely credit your Payments in the manner that you have specified. If we cause an incorrect amount of funds to be transferred from your designated source of Payment, or a Payment to be directed towards payment of an invoice or transaction that is not in accordance with your instructions, you understand and we agree that we shall be responsible for returning the improperly transferred funds via our refund check process or, in cases where payments are applied to another invoice, transferring the funds to the proper invoice, and, if applicable, we shall reimburse you for any resulting late payment related charges we may have imposed on you.

5. YOUR RESPONSIBILITIES

You understand that it is your responsibility, through your Super Account Administrator or otherwise, to familiarize yourself with the requirements, features and uses of the Services. If you have any questions, we encourage you to contact the FINRA Call Center at 301-590-6500.

You understand and agree that it is your responsibility to authorize Payments in such a manner that your invoices and transactions will be paid on time. Projected balance and projected balance net of funds deficient transactions are an estimated balance and are provided as guidance based on available pending transactions. Pending transactions are subject to final review and further processing.

Payment instructions and details may be found in the E-Bill User's Guide. *Please note that different invoice types may have different payment requirements.*

You are solely responsible for your use of the Services, and are fully responsible for Payments or other Services activity for your Account by any Authorized User. If you believe a person not authorized by you has gained access to the Services, you must notify us promptly of any such unauthorized access.

We are authorized and entitled to act on transaction and other instructions received from any Authorized User, and you agree that any such instructions received from an Authorized User will have the same effect as your signature authorizing the transaction(s). If you disclose your Access Credentials to any person or entity, including any data aggregation service provider, direct us to assign Access Credentials to any entity or person, or permit any other person or

entity to access or use the Services, you are responsible for any activity and transactions performed by such a person or entity as an Authorized User. The loss, theft or unauthorized use of your Access Credentials could permit unauthorized persons to have access to your personal information and account information and to use the information for fraudulent purposes including identity theft.

6. SECURE PAYMENT SERVICES

Secure payment services are provided by a reputable third party vendor through a secure portal on the FINRA web site. All Payment transactions processed by any third party provider are subject to the terms and conditions set by the third party provider, in addition to the terms and conditions set forth in these Terms and the Agreement. FINRA specifically disclaims any liability to you with respect to the collection, maintenance, use, disclosure or dissemination of your bank account, credit card or FINRA Flex-Funding account, or other Payment-related information including any personal data, by any third party, or any activities related to the provision of such third-party payment services.

7. SAFEGUARDING INFORMATION

We acknowledge that information we obtain from you in connection with the Services may be confidential. We will maintain the confidentiality of such information in accordance with our normal policies and procedures for safeguarding customer information.

This web site and the Services are conducted in the United States. As provided through this web site, your customer information, including personal data, is subject to U.S. laws. If you are a non-U.S. resident, U.S. laws may differ from, and afford less protection for personal data than your country's laws.

We will not, without your consent, share customer information with third parties for their commercial purposes, except that we may share customer information with third-parties, subject to confidentiality and security obligations, solely to enable such companies to perform services that you have requested.

For the purposes of the Services, we collect and store minimal customer information to record the transaction. As indicated in Section 6, above, your transaction is processed by a third party payment services provider. The provider's use of your customer information for the transaction is subject to the provider's terms and conditions, including those relating to the provider's privacy and security practices and policies.

We may disclose customer information if we believe in good faith that such disclosure is necessary to comply with relevant laws or to respond to subpoenas or warrants served on us or to protect or defend the rights, property, or safety of our users, others, or ourselves. We may be required by law enforcement or judicial authorities to provide customer information to the appropriate governmental authorities. We will disclose customer information upon receipt of a court order or subpoena or to cooperate with a law enforcement investigation. We fully

cooperate with law enforcement agencies in identifying those who use the Services for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful.

We use commercially reasonable efforts to protect the information made available to us through this web site from unauthorized acquisition, alteration, or destruction by third parties. These efforts include the monitoring of network traffic for unauthorized activity and, under some circumstances, encrypted transmission of sensitive information using Secure Socket Layers (“SSL”) or other comparable technology. We are committed to maintaining the web site’s security and its ongoing compliance with law so that the Services will remain available to all customers.

8. LIMITS OF LIABILITY

All Services available through the FINRA Web Site are subject to the Disclaimer of Warranty and Limitation of Liability set forth in Section 6 of the Agreement.

FINRA SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGES OR INJURY OF ANY KIND RELATED TO PAYMENT TRANSACTIONS FACILITATED THROUGH THIS WEB SITE AND CAUSED BY ANY FAILURE OF PERFORMANCE, USER DECISION BASED ON ESTIMATED OR PROJECTED BALANCES, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF SUBSCRIBER'S PERSONAL FINANCIAL INFORMATION, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

9. PAYMENT CANCELLATION

You understand and agree that once we have begun processing a Payment it cannot be cancelled or edited. You may request a refund or alteration of your Payment by contacting the FINRA Call Center at 301-590-6500.

It is your obligation to keep your designated E-Bill payment accounts open and active. Should any of your E-Bill payment accounts be closed or restricted in any manner while any Payment from that account is being processed, any unprocessed outgoing Payment transactions promptly will be cancelled without advance notice to you.

10. DISPUTES

In case of errors or questions about your account or any statement of account, you must send us notice, in writing or by electronic means approved by us for such purposes, with a statement of relevant facts, promptly after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice within 14 days, we will not be liable for any loss or compensation relating to an unauthorized transfer or any other error to your account. You must notify us promptly by telephone, confirmed in writing, if you learn or discover from any source other than a statement, advice or report from

us of information concerning an unauthorized transfer or any other error to your account. We will endeavor to resolve all disputes regarding your account within a reasonable time.