



## **HD Vest Terms of Use**

These terms are effective as of September 30, 2018

### **General Terms of Use**

These Terms of Use govern your use of the HD Vest-related websites, including HDVest.com, Client.hdvest.com, or HDVLink.com (the "Sites") which are owned and operated by H.D. Vest, Inc., a Blucora Company, d/b/a HD Vest Financial Services® and the family of HD Vest companies (excluding HD Vest Advisors) (collectively, "HD Vest"). See HDVest.com for a complete discussion of all the companies and services affiliated with HD Vest. The Sites and any of the services provided by HD Vest in connection with the Sites (the "Services") are being provided to you expressly subject to these Terms of Use. These Terms of Use are a binding legal agreement. **Please read these Terms of Use carefully. By accessing one of the Sites, you agree to be bound by these Terms of Use.** "Services" under these Terms of Use include offering users information regarding a variety of online financial products and services, accounts, tools, and investment and insurance planning services and products directly by HD Vest.

HD Vest does not make any promises or guarantees with respect to the Services. We may change the Services at any time.

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### **Account Information from Third Parties; Linking Third Party Accounts**

When using some Services, including Client Connect, users may direct that HD Vest retrieve their own statements, balances, and information maintained online by third-parties with which they have customer relationships, maintain accounts or engage in financial or investment transactions ("Account Information"). HD Vest may work with one or more online service providers to access this Account Information. HD Vest does not review the Account Information for accuracy, legality or non-infringement. HD Vest is not responsible for the Account Information or products and services offered by or on third-party sites. HD Vest cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, or other service interruptions. HD Vest disclaims and does not assume any responsibility for the timeliness, accuracy, deletion, or non-delivery of Account Information. When displayed through the

Services, Account Information is only as up-to-date as the time shown, which reflects when the information is obtained from such third party sites. Such Account Information may be more up-to-date when obtained directly from the relevant sites.

You agree to provide true, accurate, current and complete information about your accounts maintained by third parties when linking your accounts to the Services, and you may not misrepresent your username, password PINs, and other log-in information ("Registration Information") for these third party services. In order for the Services to function effectively, you must keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Services will be affected. You represent that you are a legal owner of, and that you are authorized to provide us with, all Registration Information, Account Information and other information necessary to facilitate your use of the Services.

### **Rights You Grant to Us**

By submitting Registration Information, Account Information and other content to HD Vest through the Services, you are licensing that content to HD Vest for the purpose of providing the Services. HD Vest may use and store such content in accordance with these Terms of Use and our Privacy Policy. You represent that you are entitled to submit it to HD Vest for use for this purpose, without any obligation by HD Vest to pay any fees or be subject to any restrictions or limitations. By using the Services, you expressly authorize HD Vest to access your Account Information maintained by identified third parties, on your behalf as your agent. You hereby authorize and permit HD Vest to use and store Registration Information submitted by you to accomplish the foregoing. For purposes of this Agreement and solely to provide the Account Information to you as part of the Services, you grant HD Vest a limited power of attorney, and appoint HD Vest as your attorney-in-fact and agent, to access third party sites, retrieve and use your Account Information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN HD VEST IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, HD VEST IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT OPERATES THE THIRD PARTY SITE. You understand and agree that the Services are not sponsored or endorsed by any third parties accessible through the Services. HD Vest is not responsible for any payment processing errors or fees or other Services-related issues, including those issues that may arise from inaccurate Account Information.

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By using the Sites and the Services, you agree to: (a) accurately furnish all contact and other information about you and/or your business requested by HD Vest and notify HD Vest immediately of any change in the information; (b) not use the Sites or Services in violation of any laws, regulation or court order, or for any unlawful or abusive purpose; (c) not use the Sites or Services in any manner unintended by HD Vest; (d) not use the Sites or Services in any manner that could harm HD Vest, its service providers, its affiliates, or any other person; and (e) comply with any other reasonable requirements or restrictions requested or imposed by HD Vest. As a convenience to you, a profile for you and/or your business may be created based on the registration information that you provide. This profile and any registration information you provide will be protected as described in our Privacy Policy.

### **Prohibited Uses**

In addition to the limitations above, you are prohibited from using the Sites and Services in any way that:

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- violates or infringes the rights of anyone else, including, for example, another person's right to privacy; • impersonates any person, business, entity, or IP address (e.g., IP spoofing);
- involves uploading, posting, emailing, transmitting or otherwise making available any materials that you do not have a right to make available under any law;
- is commercial in nature, including, for example, advertising, promotional or marketing materials, or spam, phishing or other unsolicited messages;
- gains or tries to gain unauthorized access to the Sites or any Services, their computers and networks, or their user data, or that otherwise modifies or interferes with the use or operation of the Sites or Services;
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We understand the need to safeguard your information and records from unauthorized use and disclosure. Please see the Privacy Policy located on the "Privacy" section of <https://www.hdvest.com/>. This Privacy Policy may change from time to time, so review it with regularity and care. By using the Site or the Services, you consent to the collection, use, disclosure and sharing of your information by HD Vest in accordance with this Privacy Policy.

## **Indemnification**

You agree to defend, indemnify, and hold harmless HD Vest, its parent and affiliated companies and their respective officers, directors, employees, agents, and assigns ("Indemnified Parties") from and against all losses, liabilities, claims, damages, and expenses (including reasonable attorneys' fees) arising from your negligence or breach of these Terms of Use, or violation or alleged violation of any applicable laws, rules, regulations, or policies whether or not resulting in litigation or adverse legal action against Indemnified Parties.

## **Contact Us**

For questions regarding these Terms of Use, please contact HD Vest at:

### **By Postal Mail:**

6333 North State Highway 161 Suite 400

Attn: Risk Management

Irving, Texas 75038

### **By Phone:**

Call HD Vest at (866) 218-8206, option 2, and ask for Risk Management.

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