US AND EUROPEAN CLIENT WEB SITE TERMS AND CONDITIONS

U.S. CLIENT – WEB SITE TERMS AND CONDITIONS
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1. **INTRODUCTION.** U.S. Bank Account Management Portal is a private Internet site (“Web Site”) owned and operated by U.S. Bank National Association (“U.S. Bank”), a subsidiary of U.S. Bancorp, in connection with U.S. Bank’s Securities Custody Services. The purpose of this Web Site is for you, as an agent of U.S. Bank’s customer (“Customer”) identified by Customer as an authorized user of this Web Site (“Authorized User”), to obtain information regarding the Customer’s accounts with U.S. Bank (the “Accounts”).

2. **TERMS AND CONDITIONS.** Customer’s use of this Web Site shall be governed by and subject to these Terms and Conditions. Customer’s initial use of this Web Site shall constitute an acceptance of these Terms and Conditions.

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3. **FEES.** Customer agrees to pay U.S. Bank according to U.S. Bank’s then-current schedule of fees for services provided under this Agreement and to also reimburse U.S. Bank for any and all out-of-pocket expenses incurred by U.S. Bank in connection with the provision of services to Customer pursuant to this Agreement.

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5. **TERM.** This Agreement shall become effective upon Customer’s initial use of this Web Site and shall continue in effect until (a) termination by either party upon 30 days prior written notice, (b) closing of all Accounts, or (c) in the event that the Authorized User is an agent of U.S. Bank’s Customer and such Authorized User terminates its agency arrangement with Customer, upon the earlier of such termination or U.S. Bank’s receipt of notice thereof.

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9. **GOVERNING LAW.** This Agreement and the obligations and duties of the parties under the Agreement shall be governed by and interpreted in accordance with the laws of the state of Minnesota.
10. **WAIVER.** The failure of a party to insist, in any one or more instances, upon the performance of any terms of this Agreement shall not be construed as a waiver of that party’s right to demand proper performance or future performance of that term by the other party. The waiver by either party of any term or condition shall not constitute a waiver of any other term or condition.

11. **MISCELLANEOUS.** This Agreement contains the entire understanding of the parties and supersedes any previous discussions, proposals or agreements, if any, between the parties with respect to Customer’s online access to Account information. All representations, warranties, disclaimers, indemnities and limitations of liability set forth in these Terms and Conditions shall survive the termination of these Terms and Conditions, whether or not Customer retains access to this Web Site. Neither U.S. Bank nor Customer will contest the validity, enforceability or admissibility of hard copy printouts of the Terms and Conditions for this Web Site. Copies of such Terms and Conditions, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.

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**Registered Office:**

Block E, 1st Floor, Cherrywood Business Park, Loughlinstown, Co. Dublin, Ireland.

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TERMS OF USE FOR EUROPEAN USERS:

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