

# Bank of America Electronic Services Provisions

Version 3.0

Last Updated: 30 September 2020

These Bank of America Electronic Services Provisions form part of the General Terms & Conditions of Business available on the Bank of America MifID II Website at <https://www.bofaml.com/mifid2>.

## 1. Use of the System

- 1.1 In order to use any System, you agree you will be responsible for the provision and proper use of all equipment and facilities to enable you to access the System and all maintenance and support services.
- 1.2 You will provide to us all details required by us in order to permit access to any System and shall keep such information accurate. We may impose such access restrictions or security requirements, arrangements or procedures on the use of any System as we may in our absolute discretion require, including the use of the usernames, login codes, passwords and secure IDs. We may require persons accessing any System to be appropriately trained as we may, in our discretion, determine.
- 1.3 In your access to, and use of, any System, you agree:
  - 1.3.1 You will only provide access to persons who are properly authorised by you and, where applicable, notified to us as a person authorised to give us instructions and will ensure that any usernames and passwords issued by us in relation to your use of the System will only be used by the persons who are so authorised and will not be disclosed to any other person.
  - 1.3.2 Persons accessing and using the System have been given appropriate training and will use the System for purposes authorised hereunder only;
  - 1.3.3 you have in place appropriate security arrangements and procedures to prevent unauthorised use or access to any System and will notify us immediately if you become aware of any such unauthorized use or access.
  - 1.3.4 You shall notify us as soon as practicable of any problems you encounter in the access to or use of any System, including any defect, malfunction or virus; and
  - 1.3.5 If you receive any data, information or software via the System other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us upon becoming aware and will not use, in any way whatsoever, such data, information or software.
- 1.4 You will be responsible for any communications or instructions submitted to us via any System by means of any access information provided to you and you agree to be bound by any obligations, contracts, costs or expenses entered into or assumed by us in reliance thereon

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- 1.5 We reserve the right to provide any System as we in our absolute discretion determine, including the Services provided, the investments that can be traded and the restrictions on such trading, such as to, without limitation, size, price, exposures and other parameters. We reserve the right, in our sole and absolute discretion to: (a) suspend or terminate access to a System for the submission of Orders or otherwise as may be required, (b) to cancel or reject all, a subset of or any particular Order; and (c) take such action or impose, alter, vary or calibrate such pre-trade controls as we (acting reasonably) think appropriate to (amongst other things): (1) comply with Applicable Rules; (2) prevent any breach of limits or Applicable Rules, prevent any actual or potential breach of these Terms; and (3) facilitate fair and orderly trading and market conditions. In the event of any such suspension, cancellation or rejection, we shall use commercially reasonable efforts to promptly notify you, through a System or otherwise
- 1.6 In particular, you undertake not to submit to a system any order that is clearly disproportionate in comparison to the liquidity of the financial instrument involved, or at a price which differs significantly from prevailing market prices or which is likely to trigger an excessive price swing or trading halt. We may, at any time, monitor your trading and other activity and take such pre or post trade action as we in our sole discretion consider necessary or appropriate to ensure compliance with Applicable Rules.
- 1.7 If you are unsure of Applicable Rules relating to relevant financial instrument or market, you agree you will seek independent third party advice and in no event will you be relying on any advice or guidance provided by us in this regard.
- 1.8 Your access to, and use of, any System, data obtained or transmitted through, or material downloaded from any System, shall be entirely at your own risk and you agree to assume all risk of loss connected thereto. If you submit an order via a System in error and wish to withdraw that order, we shall, so far as is reasonably practicable, provide assistance to you to enable you to do so, but accept no responsibility if you are unable to do so.
- 1.9 Any System is provided on an “as is” basis at your sole risk. We make no representation or warranty as to the availability, reliability, performance, accuracy, completeness or fitness for purpose of any other aspect of any System or any data obtained through any System. Where third parties transmit information and data between you and us, you acknowledge that data transmitted via any System may become corrupted and may contain viruses and may be accessed by third parties and you expressly assume the risk of any such contamination, corruption or unauthorised access.
- 1.10 In the event we decide, in our discretion, to provide any training or assistance (including, for example, providing you with a user guide or access to a simulated market), such training or assistance will be provided at your sole risk and we shall have no liability to you in the event that you suffer any loss, whether in contract, tort or negligence either directly or indirectly, arising out of such training or assistance.

## 2. Proprietary Rights

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- 2.1 We hereby grant to you (and in respect of third party providers, only to the extent we are permitted to do so) a temporary, non-exclusive, non-transferable license to use the software, data and information obtained through, downloaded from or provided by, any System or by us in relation thereto.
- 2.2 You acknowledge that these Terms do not operate to vest in you any right, title or interest in any System or any software, documentation or data obtained or provided in connection thereto.
- 2.3 You agree that you will not copy, sell, market, lease, charge, deal in, encumber, store, retransmit, redistribute, sub-license, decompile or reverse engineer any System or any software, documentation or data obtained or provided in connection thereto or provide to a third party, directly or indirectly, the whole or any part of any System or any software, data and information obtained through, downloaded from or provided by any System or by us in relation thereto unless required by Applicable Rules.
- 2.4 You acknowledge that we may obtain data through the use by you of any System. You agree that we may use such data for our own purposes (in compliance with Applicable Rules), including its provision or sale to a third party, provided that we may not sell or provide any order or transaction data that is not aggregated or identifies specific counterparties. For example, in the course of providing execution services, we may compile anonymized and aggregated information relating to the transactions we execute for you. Although the aggregate information may include information relating to your executed orders, it will never identify you or your transactions individually. The aggregate information may be disseminated internally and externally, and it is typically designed

