

**BNY Mellon**  
**Terms of Use – Benefit Disbursements Participant Website**

**TERMS OF USE**

This Participant Website (the "Site"), and any tools and/or services offered and/or provided through the Site (collectively, the "Services"), are made available to you by FRS and are conditioned upon your acceptance of these Terms of Use. Throughout these Terms of Use, you, the user, shall be referred to as "you" or "User" and The Bank of New York Mellon may also be referred to as "we" or "us".

You agree to read these Terms of Use carefully before using the Participant Website or any of the Services thereon.

These Terms of Use are subject to change from time to time, and at any time without notice to you. Any changes will be incorporated into the Terms of Use posted to MyFRS.com from time to time. Your use of the Site after the posting of any changes to the Terms of Use shall constitute your acceptance of the changed Terms.

**Authorized Use and User Conduct**

You agree that you will use the Site and the Services in a manner consistent with these Terms of Use and other instructions posted on the Site. You agree not to interrupt or attempt to interrupt the operation of the Site or the Services in any way or to attempt to gain unauthorized access to the Site, any portion thereof, or to any other computer systems through the Site. You agree that you will not use the Site in any manner that could damage, disable, overburden or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. Unauthorized use of the Site, including but not limited to unauthorized entry or attempted entry into any systems, misuse of passwords, misuse of any information posted to the Site or illegal conduct is strictly prohibited. The Bank of New York Mellon reserves the right to prohibit access to anyone determined by us to be violating or attempting to violate these Terms of Use.

**Account and Password**

In the course of your use of the Site and our provision of the Services, we may be provided with certain of your personal and confidential information (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to the privacy of such User Information are set forth in the Site's Privacy Policy, located on MyFRS.com, which is incorporated herein by reference for all purposes. You acknowledge and agree that you are responsible for the accuracy and content of all User Information.

When you enroll to be able to use the Site, you will be issued an account, which will have an assigned user name and password. You are responsible for maintaining the confidentiality of your user name and password. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account. Except to the extent improper access to your payment information is due to our negligence, you are solely responsible for all communications, and acts or omissions that occur through the use of your user name and password by you or any person or entity using a password provided to you, whether or not such access or use has been authorized by you. You agree to ensure that you exit from your account at the end of each session. Neither we nor our Third-Party Service Providers (as defined below) will be responsible or liable for any loss or damage arising from your failure to comply with this provision.

If you believe that someone has accessed your account on the Site without your authorization, you should immediately contact us using the “Contact Us” feature on the Site or an available voice response system.

### **Third-Party Service Providers**

We may use third-party service providers (“Third-Party Service Providers”) to provide certain content or Services with or without notice to you. We may also change Third-Party Service Providers from time to time and at any time with or without notice to you. You consent and authorize us to delegate the authorizations you provide to us to Third-Party Service Provider(s) as we deem necessary or desirable to provide the Services.

### **Copyrights and Trademarks**

The Site and the Services contain copyrighted works, trademarks and other proprietary material owned by us or third-party service providers. We and/or our third-party service providers retain all rights, title and interest in and to the Site, all the content, data and materials thereon (with the exception of your personal and account information), the look and feel, design and organization of the Site, and the compilation of the content, data and materials on the Site, including but not limited to any copyrights, trademark rights, patent rights, and other intellectual property and proprietary rights therein. If no restrictions are displayed, you may download, view and copy the information available from the Site for your personal non-commercial purposes only, provided that each copy includes the copyright, trademark or service mark notices or attributions as they appear on the pages copied. Except as stated above, you may not copy, reproduce, modify, create derivative works, publish, transmit, display, sublicense or distribute material or images from the Site without our express written permission or the third-party service providers, as applicable. Any commercial distribution, publishing, framing or exploitation of the Site or the materials on the Site is strictly prohibited.

### **No Employee Benefit or Investment Advice**

The content and Services that are available on the Site are for information purposes. The information and Services available to you on the Site are not providing legal, tax, investment, financial or other advice. Nothing contained in the Site or Service constitutes a solicitation, recommendation, endorsement or offer to buy or sell any securities or other financial instruments. You are solely responsible for any employee benefit or investment decisions that you make based upon your evaluation of the information and use of the Services on the Site. Neither we nor any third-party service provider will have any responsibility or liability to you based upon your use of the Site or Services, including without limitation any decisions that you make utilizing the Site or Services.

### **Disclaimers**

SOME OF THE CONTENT ACCESSIBLE ON THE SITE OR SERVICES MAY BE PROVIDED BY THIRD-PARTY SERVICE PROVIDERS. ANY SERVICES, OPINIONS, OFFERS OR OTHER INFORMATION GIVEN OR PROVIDED BY THIRD-PARTY SERVICE PROVIDERS ARE THOSE OF THE RESPECTIVE PROVIDERS OF SUCH CONTENT AND SERVICES, AND ARE NOT OURS. IN SOME INSTANCES, YOU WILL BE PROVIDED WITH NOTICE THAT YOUR ACCESS TO AND USE OF THIRD-PARTY SERVICE PROVIDER CONTENT AND SERVICES IS SUBJECT TO A SEPARATE AGREEMENT AND TERMS OF USE THAT YOU WILL BE REQUIRED TO CONSENT TO WITH THE THIRD-PARTY SERVICE PROVIDER OF THE APPLICABLE CONTENT AND SERVICES. WE ARE NOT A PARTY TO THE AGREEMENTS OR TERMS OF USE YOU MAY CONSENT TO WITH SUCH THIRD-PARTY SERVICE PROVIDERS. Any separate agreement or terms of use to which you are

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### **Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE OR OUR THIRD-PARTY SERVICE PROVIDERS, OR THEIR SUBSIDIARY AND PARENT COMPANIES OR THEIR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES THAT RESULT DIRECTLY OR INDIRECTLY FROM (1) THE USE OF OR INABILITY TO USE THE SITE OR ANY SERVICES, CONTENT, MATERIALS OR FUNCTIONS RELATED THERETO, (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU AS A RESULT OF YOUR USE OF THE SITE OR ANY SERVICES, OR (3) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES, OR DISTRIBUTION OF SERVICES THROUGH THE SITE.

### **Links to Other Websites**

The Site may provide links to other websites that we think might be of interest to Users ("Linked Sites"). Links to other sites are provided only as a convenience to Users of the Site. When you click on one of these links, you will be interacting with a third party's website. These Linked Sites and their providers are not controlled by us, and we are not responsible for the contents, services or the operation of any Linked Site. The inclusion of a link to a Linked Site does not imply any endorsement of such site. We have no responsibility for the information, content, products, services, advertising or other materials, which may or may not be provided by or through a Linked Site. We encourage you to read the terms of use and privacy statements of these Linked Sites as their policies may differ from those of the Site.

### **Protecting Your Information**

We utilize reasonable security technologies to protect confidential information. However, the security of this information depends on, among other things, the security of your computer and the network it may be on, the security you use to protect your confidential information, the security provided by your Internet access services provider, the security of the means of transmission of data through the Internet and, more generally, on the effectiveness of the security technologies that are used to protect your user information. Although we take reasonable security precautions regarding information transmitted to and stored on the Site, due to the open nature of the Internet, we cannot guarantee that any information stored on our servers, or transmitted to or from a User, will be free from unauthorized access, and we disclaim any liability for any theft or loss of, unauthorized access or damage to, or interception of any data or communications. By using the Site, you acknowledge that you understand and agree to

assume these risks. If you are requested to send us any sensitive personal information, in an e-mail or on a website or otherwise, and you are uncertain whether such request is authorized by us, please do not hesitate to contact the HR Client Service Center at 1-877-876-4975- to speak with a Service Center representative between 8:30 a.m. and 6:00 p.m. Eastern time Monday through Friday. You may also send an e-mail to myretirement@bnymellon.com.

In the unlikely event that we believe that the security of your personal information in our possession or control may have been compromised, we may seek to notify you of that development. If we believe that a notification is appropriate, we will endeavor to do so as promptly as possible under the circumstances, and, to the extent we have your e-mail address, we may notify you by e-mail. You consent to our use of e-mail as a means of such notification.

### **Modifications to the Site and the Services**

We may terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Site or restrict your access to part or all of the Site without notice.

### **Miscellaneous**

These Terms of Use constitute the entire agreement regarding the Site and any Services, and supersede all prior or contemporaneous communications, whether electronic, oral or written between you and us with respect to the Site or the Services. Except to the extent pre-empted by Federal law, these Terms of Use are governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. Any action that you commence relating to these Terms of Use must be commenced in, and only in, courts located in the State, City and County of New York. YOU AND WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OF USE. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

If you wish to have access to the Site, you must acknowledge your agreement to these Terms of Use.