

FOR DIGITAL VAULT USERS WHO ENROLLED PRIOR TO APRIL 12, 2024,  
THE TERMS OF USE HAVE CHANGED. INFORMATION ABOUT THE UPDATES IS AVAILABLE IN THE INDEX, AND  
YOUR CONTINUED USE OF THE SERVICE CONSTITUTES ACCEPTANCE OF THE UPDATED TERMS.

## **Morgan Stanley Digital Vault Terms and Conditions**

**Effective April 12, 2024**

*Please read these Terms and Conditions carefully.*

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**The Morgan Stanley Digital Vault (the “Service”) is a digital service which allows you to digitally share documents related to your business with Morgan Stanley (collectively “Documents”).** This Service is provided to you as a convenience for you by providing an optional alternative means for you to share Documents with Morgan Stanley Smith Barney LLC or its affiliates, if applicable, (“**Morgan Stanley**”) and Morgan Stanley representatives, including Financial Advisors (“**FA**”). This Service is hosted by a Morgan Stanley service provider, Box, Inc.

**By accepting these Morgan Stanley Digital Vault Terms and Conditions, you confirm you have received, reviewed, and understood the terms of this agreement, and that you sign and agree to such terms.**

### **1. Parties; Scope; Eligibility.**

A. Your use of the Service is governed by these Morgan Stanley Digital Vault Terms and Conditions (“**Terms**”). The words “we,” “us,” “our” or “Morgan Stanley” refer to Morgan Stanley Smith Barney LLC and, if applicable, our affiliate(s), and any agent, independent contractor, designee, officer, and employee that we, in our sole discretion, involve in the provision of the Service. The words “you,” “your,” “yours” mean you, as an authorized user of the Service.

B. The Service is made available to you on an unsolicited basis. Unless otherwise provided for herein, to qualify for use of the Service, you must be (i) a Customer, (ii) an Authorized User (as such terms in subparts (i)-(ii) are defined in the Morgan Stanley Online Services Agreement), (iii) a prospective customer (“**Prospect**”) who has been granted access to the Service via MS Online pursuant to the Morgan Stanley Online Prospective Client Access Terms and Conditions, or (iv) is an E\*TRADE from Morgan Stanley account holder who has been granted access to the Service either as (x) a prospective full-service account holder (an “**E\*TRADE Prospect**”) or (y) a customer who holds both a full-service account and an E\*TRADE from Morgan Stanley account (a “Dual Client”, and collectively with the term “E\*TRADE Prospect,” an “**E\*TRADE User**”). You hereby grant us a personal, limited, nonexclusive, revocable, nontransferable and non-sub-licensable license to use, copy, modify and disseminate the Documents with us as necessary to provide the Service to you.

C. We reserve the right to determine in our sole discretion your eligibility for the Service. This includes certain functionalities of the Service being restricted or unavailable to you. For avoidance of doubt, if you are an E\*TRADE Prospect who is no longer engaged in a prospective full-service account opening relationship with an FA or eventually does not open a full-service account, you may be ineligible for continued access to the Service, and we may restrict the Service and access to any Documents.

D. We may require you to take additional actions after accepting these Terms, such as an activation step, before you have access to the Service. Further, we may require you to re-accept these Terms if your relationship with Morgan Stanley changes, such as if you open a brokerage or managed account with us.

E. You understand that some or all of the Service may not be available in all jurisdictions, and the Service is not intended to be provided to and may not be used by any party in any jurisdiction where the provision or use thereof would be contrary to applicable law, rules or regulations (“**Applicable Law**”).

## 2. User Responsibilities

A. You have sole responsibility for all of the Documents that you upload to the Service and your use of the Service. You also have sole responsibility to ensure that the Documents are appropriate. You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Service. In particular, you represent and warrant to us that you have all rights, authority and licenses to provide the Documents to us and that our access to and use of such Documents will not infringe or misappropriate the intellectual property rights, privacy rights or other rights of you or any third party. Please also refer to Section 7 (Disclaimer of Morgan Stanley Responsibility).

B. Unless specified by applicable law, all Documents you upload via the Service may be retained by us in accordance with our records retention policies and procedures, even in instances where you terminate your Service access, in order to fulfill Morgan Stanley’s regulatory obligations. **Notwithstanding this, for avoidance of doubt, the Service is not an archival service. Do not alter, delete, or destroy original copies of your Documents.** We shall not be responsible or liable for the deletion, correction, alteration, destruction, damage, loss, or failure to store any Documents. To the extent Documents are copyrighted, you are responsible for obtaining any licenses regarding such materials prior to sharing such Documents via the Service, including with an FA. Please also refer to Section 7 (Disclaimer of Morgan Stanley Responsibility).

C. You also agree to not use the Service to: (i) engage in advertising or solicitation, commercial or otherwise; (ii) store Documents with personal information of individuals you are not authorized by or you are not authorized in writing to maintain by such Document owner, or if applicable, those who are not joint owners or beneficiaries of your Morgan Stanley account(s); (iii) transmit, post or disseminate Documents containing content that is unlawful, harassing, libelous, abusive, defamatory, obscene, vulgar, hateful, harmful, abusive or otherwise objectionable; (iv) transmit or otherwise make available content that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity; or (v) transfer into the Morgan Stanley environment material that contains harmful or deleterious computer code, files or programs, or that contains software viruses.

## 3. Access to the Documents

A. We reserve the right to screen the Documents you upload via the Service and to reject any uploaded and shared Document; however, a failure to reject does not signify acceptance of your Documents. We also reserve the right to delete any shared Document if we determine, in our discretion, that it is inappropriate for the purposes of the Service and/or is being used for any prohibited use.

B. The Documents you upload via the Service, and the contents of those Documents, will be accessible by your FA and other authorized employees of Morgan Stanley. Uploading a Document via the Service does not obligate the FA to, or guarantee that the FA or Morgan Stanley will review or take any action with respect to such Document. Morgan Stanley and your FA will not be liable for any omission or failure to act upon the contents of any Document. Review of Documents by Morgan Stanley does not constitute an acknowledgment by Morgan Stanley of any of the content of such Documents.

(i) You also understand and agree that if you upload a copy of any Trust Agreement, neither Morgan Stanley nor your FA has any obligation to review, comply with or take any action with respect to the terms of any such Trust Agreement. If you maintain any Trust account with us, your Trustee will be required to execute a Trustee Certification and Trust Account Agreement (“**Trustee Certification**”) in a format designated by us. Such Trustee Certification will govern our obligations with respect to any Trust account maintained at Morgan Stanley. Morgan Stanley and your FA shall only rely and act upon the information provided in the applicable Trustee Certification.

#### 4. Privacy and Security

We respect your privacy and work to maintain the privacy and security of any personal information collected through your use of Vault. Details of how Morgan Stanley collects, stores, uses and protects your personal information can be found in Morgan Stanley's U.S. Privacy Policy and Notice ("Privacy Policy"), which is accessible via <https://www.morganstanley.com/privacy-pledge>.

#### 5. Export Control Statement

Any use of the Vault to transfer, export or otherwise disseminate Documents, directly or indirectly, to proscribed or embargoed countries or their nationals, or that could be used for nuclear activities, chemical biological weapons, or missile projects is prohibited. You are obligated to comply with all applicable export laws, with respect to use of the Vault.

#### 6. Termination of the Service or of Your Relationship with Morgan Stanley

A. Customers and Dual Clients registered on MS Online may terminate the use of this Service by contacting us at: 1 (801) 617-9150 or toll free at 1(888) 454-3965; Prospects may terminate the use of this Service by contacting us at: 1 (866) 504-1228; E\*TRADE Prospects and Dual Clients who are not registered on MS Online may terminate the use of Service by contacting us at: 1 (800)-387-2331. In the event that you terminate your relationship with Morgan Stanley and/or if Morgan Stanley terminates its relationship with you, we have the right to terminate your access to the Documents uploaded via the Service. You understand that you will need to manually transfer any such Documents that you want to retain before your access is terminated.

B. Additionally, if you have not accessed MS Online or the Service for a period of 18 consecutive months, your access to MS Online or the Service may be terminated regardless of the status of your relationship with Morgan Stanley.

#### 7. Disclaimer of Morgan Stanley Responsibility; Limitation of Liability; Indemnity

A. You expressly agree that your use of the Service shall be at your sole risk and you assume any and all risks incidental to and arising out of the use thereof. We have no obligation to monitor the Service or the Documents or to retain the content of any user session, but reserve the right to monitor, review, retain or disclose information as may be necessary in accordance with applicable Morgan Stanley policies and procedures or to satisfy any Applicable Law.

B. You understand that we do not warrant and/or represent that uploading any Document via the Service relieves you of the requirements and/or need to retain original versions of the Documents. As such, we strongly recommend maintaining copies (paper and electronic) of all Documents for your future reference. **Do not upload your only copy of a Document and/or delete or destroy all other copies of your Document after uploading via the Service.**

C. The Service is provided on an "as is" and "as available" basis, with all faults. We make no representation, warranty, or guaranty that it will make the Service available. Additionally, we make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Service. We do not warrant that the Service will (i) be uninterrupted, error-free, secure, or free of viruses or other harmful components or that the Service can operate in combination with any other hardware, software or systems and (ii) meet your requirements or expectations. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including without limitation any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by us to the maximum extent permitted by applicable law. The Service may be subject to limitations, delays, security or other problems which are inherent in the use of the internet and electronic communications. We cannot and do not guarantee continuous or uninterrupted access to the Service and are not liable for any interruptions to your access of

the Service. We will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you via the Service. Neither we, nor any of our affiliates, directors, officers, agents or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of the Service, or resulting from the act or omission of any other party involved in making the Service available to you, or from any other cause relating to your access to, inability to access, or use of the Service, whether or not the circumstances giving rise to such cause may have been within the our control or of any vendor providing software or services.

(i) This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure.

(ii) In performing its duties hereunder, we shall not be liable to any party for damages, losses, or expenses, except for gross negligence or willful misconduct, nor under any circumstances for consequential, special, punitive, or indirect losses or damages in connection with your use of the Service.

(iii) Nothing in these Terms shall prohibit us from instituting proceeding to relieve us from liability or responsibility with respect to any Documents that you upload that are prohibited hereunder.

D. You agree to indemnify and hold us harmless against and from all costs, losses and expenses to which we may be put or for which we may become liable by reason of any legal proceeding relating to the contents of the Documents you upload.

## **8. Dispute Resolution**

A. If you are (i) a Customer or (ii) an Authorized User (as such terms in subparts (i)-(ii) are defined in the Morgan Stanley Online Services Agreement), the dispute resolution provisions of the Morgan Stanley Online Services Agreement shall apply to the resolution of any disputes that may arise under these Terms or with respect to the Services provided under these Terms.

B. If you are a Prospect, the dispute resolution provisions of the Morgan Stanley Online Prospective Client Access Terms and Conditions shall apply to the resolution of any disputes that may arise under these Terms or with respect to the Services provided under these Terms.

C. If you are a Dual Client who has not accepted the Morgan Stanley Online Services Agreement or if you are an E\*TRADE Prospect, the dispute resolution provisions of your E\*TRADE account agreement shall apply to the resolution of any disputes that may arise under these Terms or with respect to the Services provided under these Terms.

## **9. Severability**

If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect. The rights and remedies of the parties hereunder are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity.

## **10. Governing Law**

To the maximum extent permitted by Applicable Law, this Agreement shall be governed by and construed in accordance with the law of the State of New York.

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For users of the Morgan Stanley Digital Vault who enrolled prior to April 12, 2024, the terms of use have been updated to include additional eligible users of the Digital Vault and how certain provisions may apply to such users.