



HD Vest Terms of Use

These terms are effective as of September 30, 2016

General Terms of Use

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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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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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- 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;
- imposes an unreasonable or disproportionately large load on HD Vest's, its affiliates' or its business partners' infrastructure, including but not limited to transmitting spam or using other unsolicited mass emailing techniques;
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General, Termination, Applicable Law

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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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