

Terms of Use

Policy Effective Date: [March 29,
2021]

1.1 Purpose

John Hancock Personal Financial Services, LLC ("JHPFS") provides discretionary advisory services in connection with JHPFS's managed account program, MyPortfolio (the "Program") as well as other programs. As a User, we will create an account for you (the "Account") to provide you with information about your current investments.

1.2 Agreement

When you access our website at www.jhmyportfolio.com ("our website" or "this website") as a User, you are agreeing to be bound by the following Terms of Use. Please, therefore, take the time to read the following binding Terms of Use below.

For the purpose of this agreement a User is an individual who uses our website to evaluate our service, for educational purposes, and/or to link financial accounts to have investments and/or spending evaluated by JHPFS. Users are also referred to as "you." This Agreement, as well as the Privacy Policy found at www.johnhancock.com/privacysecurity.html applies to all Users.

As a User, you will be subject to these Terms of Use, our Privacy Policy and any additional terms to which you agree when you link an existing financial account through our account aggregation service.

This website is only available for use in the United States. We make no representation that this website is appropriate or available for use outside the United States. Similarly, we make no representations that accessing this website from locations outside the United States is legal or permissible by local law. If you access this website from areas outside of the United States, you do so at your own risk and are yourself responsible for compliance with local laws.

This website is available only to individuals who are at least 18 years old. You represent and warrant that you are at least 18 years old.

2.1 Your Access

In order to access certain features of this website, you must register to create an account ("User Account"). When you register, you will be asked to choose a password, which you will be required to use to access your User Account. JHPFS and its business partners have physical, electronic and procedural safeguards that comply with federal standards to guard Users' non-public personal information (see Privacy Policy).

You are responsible for safeguarding your password and other User Account information. You agree not to disclose your password to any third party and you will notify JHPFS immediately if your password is lost or stolen or if you suspect any unauthorized use of your User Account. As a User you agree that you shall be solely responsible for any activities or actions under your User Account, whether or not you have authorized such activities or actions.

You agree that the information you provide to us for User Account registration through our website will be true, accurate, current, and complete.

2.2 Alerts, Notifications and Service Communications

By creating a User Account, you automatically sign up for various types of alerts via e-mail and mobile notification. When logged in, you may customize, modify and in some cases deactivate alerts by adjusting the settings accordingly.

We never include your password in these communications, but we may include your name or email address and information about your User Account. Anyone with access to your e-mail or mobile device will be able to view these alerts.

You may unsubscribe from marketing oriented emails at any time.

3.1 Liability for “Acts of God”; Applicable Law

You agree that to the fullest extent permitted by law, JHPFS, its affiliates and their respective officers, directors, employees and agents shall not be liable for any losses, damages, claims, demands, liabilities and expenses caused directly or indirectly by conditions beyond its or their control, including but not limited to, government restrictions, exchange or market rulings or suspension of trading, acts of war, strikes, extreme market volatility or trading volumes, severe weather, computer or other electronic or mechanical equipment failure, breakdown in communications or other causes commonly known as “acts of God”.

You agree that these Terms of Use shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under these Terms of Use will be brought exclusively in courts located in Boston, Massachusetts, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing in these Terms of Use shall constitute a waiver or limitation of any rights that you may have, if any, under applicable federal and state securities laws.

3.2 Termination of User Account

You may request termination of your User Account at any time and for any reason by sending an email to MyPortfolio@jhancock.com.

We may terminate or suspend your access to this website, in our sole discretion, at any time for any reason without notice to you. Further, if we believe, in our sole discretion, that a violation of these Terms of Use has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms of Use. We may seek to gather information from a User who is suspected of violating these Terms of Use (or from any other User) and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any User information, emails, or other materials that are believed to violate these Terms of Use.

Any suspension, termination, or cancellation shall not affect your obligations to JHPFS under these Terms of Use (including but not limited to ownership and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

4.1 Dos.

You agree you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us, whether reported directly or through a third party who you authorize, and keep it updated;
- Use the services solely for your personal, non-commercial use;
- Use your real name on your profile and keep your password confidential;
- Use the Services in a professional manner

4.2 Don'ts.

You agree you won't:

- Circumvent, disable, or otherwise interfere with security-related features of this website or features that prevent or restrict use or copying of any content or User information;
- Use the Services in a professional manner
- Upload, email, transmit, provide, or otherwise make available:
 - any User information which you do not have the lawful right to use, copy, transmit, display, or make available (including any User information that would violate any confidentiality or fiduciary obligations that you might have with respect to the User information); or
 - any User information that infringes the intellectual property rights of, or violates the privacy rights of, any third-party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity); or
 - unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; or
 - any personal information that is unlawful, obscene, harmful, threatening, harassing, defamatory, or hateful, or that contain objects or symbols of hate, invade the privacy of any third-party, contain nudity, are deceptive, threatening, abusive, inciting of unlawful action, or are otherwise objectionable in the sole discretion of JHPFS; or
 - any personal information that contains software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy, or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation overloading, flooding, spamming, mail-bombing, or sending a virus to this website; or
 - any personal information that includes code that is hidden or otherwise surreptitiously contained within the User information;
- Use any meta tags or other hidden text or metadata utilizing a JHPFS name, trademark, URL or product name;
- Forge any TCP/IP packet header or any part of the header information in any posting, or in any way use this website to send altered, deceptive, or false source-identifying information;
- Interfere with or disrupt (or attempt to interfere with or disrupt) any JHPFS web page, server, or network, or the technical delivery systems of JHPFS's providers, or disobey any requirements, procedures, policies, or regulations of networks connected to this website.
- Attempt to probe, scan, or test the vulnerability of any JHPFS system or network or breach or impair or circumvent any security or authentication measures protecting this website;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide this website;

- Attempt to access, search, or meta-search this website or content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by this website or other generally available third- party web browsers, including without limitation any software that sends queries this website to determine how a website or web page ranks;
- Violate the terms of service or any other rule or agreement applicable to you or JHPFS's inclusion in, reference to, or relationship with any third party or third-party site or service, or your use of any such third-party site or service;
- Collect or store personal information about other users without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering, or commit fraud;
- Solicit any User for any investment or other commercial or promotional transaction;
- Violate any applicable law, regulation, or ordinance;
- Scrape or copy information through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Use, launch, or permit to be used any automated system, including without limitation "robots," "crawlers," or "spiders"; or
- Copy or use the information, content or data on this website in connection with a competitive service (as determined by JHPFS);
- Monitor our website's availability, performance or functionality for any competitive purposes;
- Use this website or content thereon in any manner not permitted by these Terms of Use;
- Copyrighted Materials: No Unauthorized Use. If you become aware of misuse of this website or content thereon by any person, please contact JHPFS to report any abuse.

In the event that any provision in these Terms of Use is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of a party to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision. You may not assign this Agreement (by operation of law or otherwise) without the prior written consent of JHPFS, and any prohibited assignment will be null and void.

JHPFS may assign this Agreement or any rights hereunder without your consent. The relationship of the parties under these Terms of Use is that of independent contractors, and these Terms of Use will not be construed to imply that either party is the agent, employee, or joint venture of the other.

We reserve the right to change this Agreement by posting a revised Terms of Use and we agree that changes cannot be retroactive. If you don't agree with these changes, you must stop using this website

You agree the only way to provide us legal notice is at the address provided in Section 5.4.

5.1 Integration & Severability

This Agreement is the entire agreement between you and us with respect to your use of this website, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

5.2 Copyright Policy

The Online Copyright Infringement Liability Limitation Act (OCILLA), a portion of the Digital Millennium Copyright Act known as DMCA Section 512, is a U.S. federal law that provides a safe harbor to online service providers that promptly take down content if someone alleges it infringes their copyright. In accordance with this Act, John Hancock has implemented procedures for receiving written notification of claimed infringements and for processing such claims.

If you believe that your work has been copied on the Sites in a way that constitutes copyright infringement, please contact our Copyright Agent listed below, who is designated pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), with the following information:

1. Your address, telephone number, and/or email address;
2. Identification of the allegedly infringing material that is to be removed or disabled, and information reasonably sufficient to permit us to locate the material (including, if possible, a link to the material);
3. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
4. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
5. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
6. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright Agent:

Carmela D'Amico
John Hancock Life Insurance Company USA
197 Clarendon Street

Boston, MA 02116
Phone: 1 (617) 572-9167
Email: cdamico@jhancock.com

If we take measures to remove or disable content, we will make a good-faith attempt to contact the user who uploaded the content so that he or she may make a counter-notification pursuant to 17 U.S.C. § 512(g) of the Copyright Act. Your complaint, along with your personally identifying information, may be shared with the user who uploaded the content at issue. It is our policy to document all notifications of alleged infringement on which we act. As with all legal notices, a copy of the notification may be sent to one or more third parties who may make it available to the public.

If you are a user of the Sites and content that you have uploaded has been removed or disabled, you may file a counter-notification pursuant to 17 U.S.C. § 512(g) of the Copyright Act. To be effective, the counter-notification must be a written communication sent to the Copyright Agent listed above that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located or, if your address is outside of the United States, for any judicial district in which John Hancock may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. § 512(c)(1)(C) or an agent of such person.

Please be advised that it is John Hancock's policy to terminate the accounts of users who repeatedly violate this Copyright Policy.

5.3 Proprietary Rights

Content

Unless otherwise noted, all materials on the Sites, including, without limitation, text, graphics, design, the John Hancock name, the John Hancock logo, MyPortfolio, other files, and the selection and arrangement thereof are the proprietary property of John Hancock or its affiliates or licensors. You may electronically copy and print to hard copy portions of the Sites for the sole purpose of using materials on the Site for informational, non-commercial, personal and internal use only, provided you keep all copyright and other proprietary notices intact. Any other use of such materials, including any commercial use or reproduction for purposes other than described above, or modification, distribution, republication, display, or performance of such materials, without the prior written consent of John Hancock, is strictly prohibited.

Trademarks and Other Intellectual Property

"John Hancock," "johnhancock.com," "MyPortfolio", and other trademarks on the Site are trademarks or service marks of John Hancock or its affiliates or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written consent of John Hancock. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of John Hancock and may not be copied, imitated, or used, in whole or in part, without the prior written permission of John Hancock.

John Hancock might have patents, trademarks, service marks, copyrights, or other intellectual property rights covering subject matter in the pages of the Sites and any software part of the Sites. Except to the extent that we may have granted you licenses to certain intellectual property in this Agreement, our providing you with access to such web pages or any software does not give you any license to our intellectual property. Any rights not expressly granted herein are reserved.

5.4 Communication

You agree that these Terms of Use and the rules, restrictions, and policies contained herein, and JHPFS's enforcement thereof, are not intended to confer and do not confer any rights or remedies on any person other than you and JHPFS. These Terms of Use together with the JHPFS Privacy Policy constitute the entire agreement between JHPFS and you with respect to the subject matter hereof. Any notice or other communication to be given hereunder will be in writing and given by (a) JHPFS via email (in each case to the address that you provide), or (b) you via email to MyPortfolio@jhancock.com or to such other addresses as JHPFS may specify in writing. The date of receipt shall be deemed the date on which such notice is transmitted.

5.5 Feedback

Your feedback is welcome and encouraged. You may submit feedback by emailing us at MyPortfolio@jhancock.com. You agree, however, that (i) by submitting unsolicited ideas to JHPFS or any of its employees or representatives, by any medium, including but not limited to email, written, or oral communication, you automatically forfeit your right to any intellectual property rights in such ideas; and (ii) such unsolicited ideas automatically become the property of JHPFS. You hereby assign and agree to assign all rights, title, and interest you have in such feedback and ideas to JHPFS together with all intellectual property rights therein. In addition, you warrant that all moral rights in any feedback have been waived, and you do hereby waive any such moral rights.

5.6 Questions

This document constitutes JHPFS's complete Terms of Use for this website and related services.

If you have questions about these Terms of Use or about JHPFS or content therein, please contact JHPFS at MyPortfolio@jhancock.com.

John Hancock endeavors to make the Site accessible to any and all users. If you would like to contact us regarding the accessibility of our website or need assistance navigating the Site, please contact us at MyPortfolio@jhancock.com.

You can also contact JHPFS by physical mail at:

John Hancock Personal Financial Services, LLC
ATTN: General Counsel
200 Berkeley Street
Boston, MA 02116