

## **WEBSITE AGREEMENT**

This Website Agreement (“Agreement”) sets forth and explains the terms and conditions governing your use of the Private College 529 Plan (the “Plan”) website. The Plan is a Section 529 qualified tuition plan established and maintained by the Tuition Plan Consortium, LLC (“TPC”). Intuition College Savings Solutions, LLC (the “Plan Administrator”) provides plan administration services for the Plan pursuant to a contract with TPC, including operating the Plan’s website (the “Website”). By enrolling in the Plan and creating an account (“Account”) as an account owner (“Account Owner”) or by accessing the Website you agree to be bound by this Agreement. Enrollment is deemed to have occurred as of such time that you click to accept the Plan’s Disclosure Statement, Enrollment Agreement, this Agreement and your Contribution has been received and deposited. IF YOU DO NOT WISH TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT ACCESS THE WEBSITE OR USE ANY OF THE SERVICES PROVIDED ON THE WEBSITE.

### **The Website**

The Website is operated by the Plan Administrator for the Plan for on-line user access to individual account information (“Account Information”) for the Plan.

### **Modification of this Website Agreement**

The Plan reserves the right to change the terms, conditions, and notices contained in this Agreement. You are responsible for regularly reviewing these terms and conditions. The information and materials contained on this Website are subject to change without notice to the user.

### **Disclaimers**

The materials and services on this Website are provided “AS-IS” and “AS-AVAILABLE” and for information purposes only. Private College 529 Plan, the “Plan Trust” (a Section 529 qualified trust established by TPC to hold and maintain the assets of the Plan) , TPC, and their subcontractors, agents and their respective affiliates (hereinafter referred to collectively as “the Plan”), the Plan Administrator, and its subcontractors, agents, and their respective affiliates (hereinafter referred to collectively as “the Contractors”), make no representation or warranty that the materials are suitable for your needs, are complete, timely, reliable, or are free from errors, inaccuracies or typographical mistakes. THE PLAN AND THE CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Where applicable law does not allow the exclusions of implied warranties, the aforementioned exclusions may not apply to you.

Certain content from third parties may be made available as part of the Website or through links from the Website. Generally, these third parties have obtained such content from sources believed by them to be reliable. The Plan and the Contractors make no representation with respect to, nor guarantee or endorse the accuracy, completeness, timeliness, reliability, suitability, or correct sequencing of any third-party content. Likewise, neither the Plan nor the Contractors endorse, oppose or edit any opinion or analysis expressed by such third parties. You should refer to the policies posted on third-party websites regarding privacy and terms of service prior to using such websites. You understand that you bear all risks associated with the use of any third-party content accessible through the Website, including, without limitation, opinions, advice, statements and advertisements.

### **Use of the Website**

Access to and use of any password protected or secure areas of the Website is restricted to Account Owners only. You agree that you will not share your password(s), Account Information, or access to the Website with any parties other than the Plan Administrator and the Plan. You are responsible for maintaining the confidentiality of your password and Account Information, and you are responsible for all activities that occur using your password or Account and/or as a result of your use or access to the Website. To help protect the confidentiality of your password and Account Information, you agree to logout of your Account whenever you

are using a public computer. You agree to notify the Plan Administrator immediately of any unauthorized use of your password or Account. You agree that neither the Plan nor the Contractors will be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. However, you could be held liable for losses incurred by the Plan, the Plan Administrator or a third party due to someone else using your Account or password. You also agree not to access or use the Website in any manner that may damage, disable, unduly burden, or impair any of the Plan's or the Contractors' networks or systems. You agree not to attempt to gain unauthorized access to any areas of the Website, or to interfere or attempt to interfere or gain access to the Plan's or the Contractors' networks or systems. You agree not to attempt to interfere with services provided to any user, host or network, including, without limitation, via means of submitting a virus to the Website, spamming, crashing, or otherwise. You agree not to use any robot or spider, or any other automated means to access or use the Website or any Plan or Subcontractors' networks or systems. Refusal to abide by this or any other rules may result in termination of your Account and civil or criminal penalties.

### **Limitation of Liability**

IN NO EVENT SHALL THE PLAN OR THE CONTRACTORS BE LIABLE TO YOU FOR DAMAGES OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER THAT MAY RESULT FROM YOUR USE OF OR INABILITY TO USE THIS WEBSITE OR THE MATERIALS OR SERVICES PROVIDED ON THIS WEBSITE OR THE PRODUCTS OR SERVICES RECEIVED FROM THIS WEBSITE. YOU AGREE THAT NEITHER THE PLAN NOR THE CONTRACTORS SHALL BE LIABLE FOR ANY VIRUSES, WORMS, TROJAN HORSES, OR OTHER SIMILAR HARMFUL COMPONENTS THAT MAY ENTER YOUR COMPUTER SYSTEM BY DOWNLOADING INFORMATION, SOFTWARE, OR OTHER MATERIALS FROM OUR WEBSITE.

### **Ownership**

All right, title and interest in and to the Website and content, including all of the pages, links, graphics, text, source code and other programs, routines, and other components of the Website (whether visible to or discernible to the user), are and shall remain the intellectual property and copyrighted works of the Plan or the Contractors and/or their respective licensors, and are protected by United States and international copyright, trademark, and other laws. You may not use or frame any name, trademark, logo or other proprietary materials, including images posted on the Website, the content of any text or the design of any page, or form contained on a page, without the Plan's prior express written consent. Except as provided in this Agreement, no content may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including without limitation, electronic, mechanical, photocopying, recording or otherwise without the prior written consent of the Plan or the respective owner. You may electronically copy and print to hard copy content for non-commercial, personal use. Any other use is strictly prohibited. You may not use the Plan or the Plan Administrator's name, logo or other service marks for any purpose without their prior express written consent. Intuition College Savings Solutions is a service mark owned by Intuition College Savings, LLC. Copyright in the Website (including the pages and in the screens displaying the pages) and in the information and material displayed or contained in the Website (including the arrangement of the material) is owned by their respective copyright owners. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Website.

### **Service Unavailable or Delays**

Access to services may be limited, delayed, or unavailable during periods of peak demand, system upgrades or maintenance, or electronic, communication or system problems, or for other reasons. You understand and agree that neither the Plan nor the Contractors will be liable to you if you were unable to access the Website.

## Copyright Claims

If you believe that your work has been copied in a way that may constitute copyright infringement, please provide the Plan's Administrator with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
- A description of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are the subject of a single notice, a representative list of such works;
- An identification of the allegedly infringing material, and a description of where that material is located on the Plan Sites;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that use of the disputed material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information you provide in your notice is accurate and that you are the owner of the allegedly infringed copyright, or that you are authorized to act on behalf of the copyright owner.

The Plan's designated agent is: Intuition College Savings Solutions, LLC  
6735 Southpoint Drive South, Suite 300  
Jacksonville, FL 32216  
Email: [copyright@intuitioncss.com](mailto:copyright@intuitioncss.com) Toll  
Free: 844.300.7470  
Fax: 904.421.7284

The Plan's designated agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Website. All other inquiries to the Plan's designated agent will not be answered.

## Miscellaneous

This agreement is governed by the laws of the state of New York, U.S.A. without reference to its conflict of laws provisions. As a condition of the use of the Website, you agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within New York.

The Plan and the Contractors' performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation or waiver of their rights to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Plan or the Contractors with respect to that use.

If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. The Plan or the Plan Administrator's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and the Plan and the Plan Administrator with respect to use of the Website. This Agreement will be deemed to be enforceable as a signed writing as against the parties, and deemed an "original" and "in writing" when printed from electronic records established and maintained in the ordinary course of business. You may not assign your rights and obligations under this Agreement, in whole or in part, without the Plan's prior written consent, and any such assignment without such consent will be null and void. The Plan and the Plan Administrator may assign their rights and obligations under this Agreement, in whole or in part, without your consent. This Agreement will inure to the benefit and burden of the parties hereto and their permitted successors and assigns.