

## Schwab Retirement Center

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  - breach or attempt to breach any security measure provided through or by the Site;
  - knowingly try to damage or misappropriate the Site or data of other users;
  - knowingly damage, impede, or harm equipment or software associated with the Site;
  - spam or otherwise engage in like unproductive use of the Site;
  - actively seek to prevent or maliciously reduce the accessibility of the Site;
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  - transmit through the Site any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, or otherwise objectionable material of any kind;
  - transmit any material or use the Site in any way that violates the rights (including intellectual property rights) of another;
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  - interfere with the use and enjoyment of the Site by other users;
  - interfere with or disrupt the Site or servers or networks connected to the Site; or
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- c. **Administrative Systems LLC.** You may utilize the site to direct and initiate periodic benefit payments using the "ASL Service" which is a service licensed for your use through Trust Bank's contractual arrangement with Administrative Systems, LLC ("ASL"), a third party vendor. The restrictions and limitations set forth in this Section 16(c) shall apply to the ASL Service offered by ASL. You have a limited, non-transferable, non-sublicensable, non-exclusive license to use the ASL Service solely in connection with your use of the Site. You may not (i) download, reproduce, copy, alter, adapt, modify, improve, translate, create derivative works from, reverse engineer, disassemble, decompile, or otherwise attempt to reveal the trade secrets or know how underlying the ASL Service; (ii) sublicense, resell, sublease, or transfer any of your rights under the Site or otherwise use the ASL Service for the benefit of any third party or use the ASL Service to develop a product that is similar to the ASL Service or to operate a service bureau; or (iii) use the ASL Service in any manner or for any purpose not authorized by these Terms and Conditions. THE ASL SERVICE IS PROVIDED "AS-IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. TRUST BANK AND ASL DISCLAIM ALL WARRANTIES WITH RESPECT TO THE ASL SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TRUST BANK OR ASL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE ASL SERVICE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY OF THE FOREGOING PARTIES FOR ALL CLAIMS OF EVERY KIND ARISING OUT OF THE USE OF THE ASL SERVICE WILL IN NO EVENT EXCEED TEN DOLLARS (\$10). You hereby waive any and all claims, now known or later discovered, that you may have against Trust Bank and ASL arising out of your use of the ASL Service. Any action taken, instruction or direction issued, or information transmitted by you pursuant to the ASL Service shall constitute a duly authorized instruction, direction or payment authorization issued to Trust Bank as directed trustee or custodian pursuant to the terms of the applicable Information Services Agreement, Account Application, Directed Employee Benefit Trust Agreement, Directed Employee Benefit Custody Agreement, and other applicable agreements or other terms and conditions that may be provided on the Site in connection with certain third party content or information and Trust Bank shall be fully indemnified and held harmless from any and all liabilities that result directly or indirectly from such direction pursuant to the terms of such Information Services Agreement, Account Application, Directed Employee Benefit Trust Agreement, Directed Employee Benefit Custody Agreement, or other applicable agreement and other terms and conditions.

If Trust Bank offers a single sign-on service through the Site to the ASL Service to initiate transactions or process benefit distributions once logged into the Site without having to input an additional separate password or take security steps separate from that required by the Site, Trust Bank shall retain the right to cease the single sign-on feature at any time if such action is deemed appropriate by Trust Bank to test, shield, or mitigate suspected fraud or data security risks or as otherwise deemed necessary by Trust Bank in its sole discretion.

Notwithstanding any term in these Terms and Conditions to the contrary, and for clarity, the above limitation of liability of Trust Bank shall expressly apply in the event you elect to utilize the single sign-on feature to access the ASL Service through the Site. You further agree to indemnify and hold harmless Trust Bank, Trust Bank's officers, directors, employees, agents and affiliates from and against any and all loss, liabilities, demands, claims, actions, and expenses (including, without limitation, any attorney fees and taxes) to the extent arising out of, or in connection with, any party gaining unauthorized access to the ASL Service and/or any unauthorized transactions occurring as a result of or attributable to the single sign-on transaction process, any your use or any party's use to the extent such party has gained unauthorized access of the ASL Service or your or such other party's violation of the ASL Service terms and conditions attributable to the single sign-on transaction process described above.

- 17. **Advice.** You agree and acknowledge that (i) while Schwab makes available research or analysis via the Site, this does not constitute an individualized recommendation that a security or transaction is appropriate for any particular account, (ii) while Schwab makes available research, analysis, news and other information prepared by third parties through the Site, none of such information prepared by third parties constitutes an individualized recommendation by Schwab or a solicitation of any offer to buy or sell securities, (iii) because Schwab does not prepare such third party information, it gives no assurances as to its accuracy, quality or timeliness and does not warrant any results from the use of any such information, (iv) Schwab does not give legal or tax advice, and (v) Schwab does not offer advice regarding the nature, potential value, or suitability of any particular security, transaction, or investment strategy through the Site, and Schwab is not obligated to do so. You agree that you or a third party not affiliated with Schwab are/is solely responsible for determining the nature, potential value and suitability for you or your firm's clients of any particular security, transaction or investment strategy. You acknowledge that you or a third party not affiliated with Schwab have/has an affirmative duty

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22. **Authority; Reliance on Your Instructions.** You represent, and in transmitting any instruction to Schwab will be deemed to repeat such representation, that (a) you, for entities, are duly organized and validly existing under the laws of the jurisdiction in which you were founded or incorporated; (b) you have full power and authority to enter into and perform your obligations under these Terms and Conditions; and (c) these Terms and Conditions have been duly authorized, executed, and delivered by you or on your behalf by persons empowered to do so. In transmitting each instruction to Schwab, you represent that such instruction has been duly authorized by you. You agree that Schwab may rely upon any such instruction as having been duly authorized by you, without any duty or obligation to investigate the accuracy or correctness of such instruction, or the authenticity or extent of the authority exercised, and that Schwab will incur no liability in acting upon such instructions.
23. **Equipment and Internet Services.** You are responsible for obtaining, installing and maintaining all equipment necessary for access to the Site in accordance with such requirements provided by Schwab. You also agree to utilize a reputable antivirus software program on your equipment and agree that you will update your antivirus software periodically in accordance with a commercially reasonable schedule. You are additionally responsible for obtaining access to the Internet through the Internet service provider of your choice, for any and all fees imposed by that Internet service provider and any associated telecommunications or other service provider charges.
24. **Online Access to Information and Tools.** Schwab may provide you (or your firm) online access to information and tools that you may use to access your account or if applicable your clients' account information and to provide information to Schwab. You MAY have access to news, information, profiles and other materials. The Site may make available for downloading certain software programs, applications and applets (collectively, "Software") that are copyrighted works proprietary to Schwab and/or its affiliated companies, suppliers and licensors. Use of the Software is subject to these Terms and Conditions, including the license in Section 2 above, as well as any other end-user agreement that accompanies or is included with the Software ("Software License Agreement"). In the event of a conflict between these Terms and Conditions and the Software License Agreement, the Software License Agreement shall govern. The Software is made available for downloading solely for your use in accordance with these Terms and Conditions and the applicable Software License Agreement, if any. Any reproduction or redistribution of the Software in violation of these Terms and Conditions or any applicable Software License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Without limiting the foregoing, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited.
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Format (PDF). In order to view your Client Documents, your computer must have an application that will allow you to view such documents. If your computer does not already have this type of application loaded, the first time you access your Client Documents, you will be requested to download a viewing application to enable viewing, printing, and saving of PDF documents. If you are unable to or do not wish to download this application, you may choose to download the file to your computer and view it with a different application that is able to view PDF documents.

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- a. The security and maintenance of your computer systems, software, and data, including but not limited to (i) creating fire walls and taking similar protective measures to prevent unauthorized access to your computer systems, software, and data or infiltration or corruption of your computer systems, software, and data, and (ii) creating, storing, and updating any necessary back-up or archival copies of data as needed in case of system failure.
  - b. The functionality and appropriateness of any third party software or other analytical or related tools that you may choose to use with Schwab Link or the Site.
  - c. Ensuring that any programs, files, or data (that do not originate with or are not provided by Schwab or its suppliers) that you transmit or upload to the Site or to Schwab contain no Malicious Code. For purposes of this paragraph, "Malicious Code" means any code, program, or subprogram whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program, or subprogram or to halt or interfere with the operation of the software, code, program, or subprogram itself, including any device, method, or token that permits any user to circumvent the normal security of the software or the system containing the code.
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28. **Miscellaneous.** These Terms and Conditions has been made in and will be construed and enforced in accordance with California law, as applied to agreements entered into and completely performed in California, without reference to choice of law rules. You agree that any and all disputes, claims or litigation arising from or related in any way to these Terms and Conditions shall be resolved exclusively by the courts in the State of California. You waive any objections against and agree to submit to the personal jurisdictions of the Municipal and/or Superior Courts of the State of California, County of San Francisco, and the U.S. District Court for the Northern District of California. You waive any objections or defenses you may have based upon an inconvenient forum. The provisions of Sections 3, 8, 9, 13, 17, 25 and 26 shall survive any termination of these Terms and Conditions. Failure to insist on strict performance of any term of these Terms and Conditions will not operate as a waiver of any subsequent default or failure of performance, and any waiver of any term of these Terms and Conditions will not be taken or held to be a waiver of the term itself. No waiver of any term of these Terms and Conditions will be valid unless in writing and acknowledged in writing by the waiving party. If any portion of these Terms and Conditions is adjudged invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum permissible extent to effect the intent of the parties, and the remaining portions will remain in full force and effect. These Terms and Conditions may be modified by Schwab at any time on prior written or electronic notice, either via U.S. mail or e-mail or by posting such changes at the Site. Modifications required by law will become effective immediately. Your continued use of the Site following notice of any modification will be conclusively deemed acceptance of the revised terms of the Terms and Conditions. If any such revision is unacceptable to you, you will terminate use of the Site. No joint venture, partnership, franchise, employment, or agency relationship exists between you and Schwab as a result of these Terms and Conditions or your use of the Site.

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