

## Income Solver

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These Terms of Use apply from November 1, 2025.

**IMPORTANT! PLEASE CAREFULLY READ THESE TERMS OF USE ("Terms") BEFORE ACCESSING THE INCOME SOLVER PLATFORM AND ANY ACCOMPANYING DOCUMENTATION THERETO (collectively, the "Platform"), AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

These Terms are entered into by and between you, on your own behalf and/or on behalf of your company, and Retiree Inc. ("Retiree," "we," or "us"). If you are entering these Terms on behalf of your company, you represent and warrant that you have full authority to bind such company to these Terms. Subsequent references to "you" or "your" will refer to you and/or your company. The Platform is intended solely for Institutional Investors (defined below) who are age 18 or older and located in the United States. By accessing the Platform, you are: (i) affirming that you qualify as an Institutional Investor; and (ii) agreeing to be bound by these Terms, as well as the Privacy Notice that describes how we process your personal information and available [here](#), all of which may be updated by us from time to time as provided below under "Assignments & Modifications". **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OR THE PRIVACY NOTICE OR DO NOT QUALIFY AS AN INSTITUTIONAL INVESTOR, DO NOT ACCESS OR USE THE PLATFORM.**

"Institutional Investor" means any organization, corporate entity, or associated person of such, which is: (i) a FINRA member firm; (ii) an investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission; (iii) a bank or savings and loan association; (iv) an insurance company; (v) a registered investment company; or (vi) a person acting solely on behalf of one of the above.

**NOTE THAT THE "ARBITRATION AGREEMENT" SECTION BELOW CONTAINS PROVISIONS THAT REQUIRE, WITH LIMITED EXCEPTIONS, ALL DISPUTES ARISING OUT OF OR RELATING TO YOUR ACCESS OR USE OF THE PLATFORM TO BE RESOLVED IN BINDING ARBITRATION, AND NOT IN COURT, AND THAT YOU WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES. PLEASE READ THE ARBITRATION AGREEMENT CAREFULLY. BY ACCESSING THE PLATFORM, USING THE PLATFORM, OR ACCEPTING THESE TERMS, YOU HEREBY AGREE TO BE BOUND BY THE ARBITRATION AGREEMENT.**

Technology Solution Only

The Platform is provided as a technology solution in order for you to more easily service your clients which have authorized you, by written agreement, to use the Platform solely as a resource for their personal, family, or household financial planning purposes ("**Client**"). The Platform is not an investment analysis tool offered by a broker-dealer. No Materials of the Platform have been filed with or approved by any securities regulator or self-regulatory organization. By providing the Platform for you and/or company's use, you understand and agree that Retiree and its affiliates are not providing legal, tax, financial, investment, or financial planning advice to you, your company or your Clients, including without limitation, those who may be participants in a qualified retirement plan. In accessing or using the Platform, you agree that: you (and not Retiree) are responsible, as a financial professional, for the services you provide and recommendations you make to your Clients and any decisions you make on their behalf; that you and your Clients understand that with the exception of the data submitted for inclusion in any report by you, the calculations and methodologies used by the Platform to generate any output, including any Client Report (as defined below), are not based upon your needs, or any particular Clients' needs, or individualized circumstances; and, except as otherwise provided in these Terms, Retiree and its affiliates will not be responsible for any actions you or your Clients take based on information received from the Platform, including its output. NOTHING WITHIN THE PLATFORM INCLUDING ANY INFORMATION PROVIDED OR DISPLAYED BY RETIREE OR A RETIREE AFFILIATE SHALL BE CONSIDERED A RECOMMENDATION TO BUY, HOLD, OR SELL A SECURITY, PARTICIPATE IN AN INVESTMENT STRATEGY, OR ANY OTHER PRODUCT OR SERVICE, TO ANY PERSON IN ANY JURISDICTION.

The information presented through the Platform utilizes current Social Security rules, benefits calculations, payout proposals on existing funding levels, and Client information provided by you. Such rules, calculation methodologies, and potential benefit amounts may change in the future. There is no guarantee that a Social Security strategy presented through the Platform will work as projected. The Platform and its contents are not intended, in any manner, to be an official statement of Social Security benefits.

In addition to the Social Security information referenced above, the Platform generates reports and various financial analysis utilizing the Client facts, selected tax code, and capital markets assumptions that you have uploaded, or selected. The Platform reports are generated based upon the assumptions that: (i) the information you have entered is correct; (ii) the capital markets assumptions prove to be accurate for the timeframe specified in the Platform; (iii) the tax code remains unmodified for the timeframe specified in the Platform; and (iv) your Client's accounts and holdings do not significantly change over the timeframe specified in the Platform. The Platform does not take into account any Client specific investment goals or objectives and therefore does not provide investment

advice, tax advice, or a recommendation to buy, sell, or hold any specific security. Any information or report generated by the Platform represents the application of your independent financial judgment and the Client-specific data and information that you have input into it.

The information generated by the Platform is not guaranteed, and should not be your, or your Client's, only source of information when making financial planning decisions. When using the Platform, you should: (i) consider your Client's unique facts and circumstances before deciding on a financial planning strategy that is appropriate for them; and (ii) seek independent legal, financial, and tax advice before making any decisions.

The Platform offers an investment management modelling component into which you may upload your Clients' current investments or future investments that you have identified on behalf of your Client (the "**IM Module**"). The IM Module is designed to help you organize and graphically display your portfolio management choices, and their impact, across your Clients' accounts; the results of which may be displayed in one or more Client Reports. Any performance or projections displayed through the IM Module are based upon the capital market assumptions which you have chosen and adopted in the Platform. You may upload to the IM Module any model portfolio and associated investment vehicles that you wish to include. For illustrative purposes and your convenience, certain model portfolios (including the mutual funds and ETFs which comprise such models) which have been developed by Retiree's affiliate(s) (the "**Affiliated Portfolios**") have been included as available templates, or starting points, for you to customize on behalf of your Clients. By utilizing the IM Module and leveraging the Affiliated Models you agree that: (i) you have affirmatively adopted any of the information contained within the Affiliated Models, or customized version thereof, for use on behalf of your Clients and that neither Retiree, nor its affiliates, has any responsibility to evaluate or determine that use of such model portfolio is suitable for your Clients or in their best interest; (ii) you have a reasonable basis to believe, in light of your knowledge of your Client, that any model portfolio designed for your Client is in the best interest of your Client; and (iii) that you will not inform, or create an inference to, your Client that Retiree or any of its affiliates recommends, approves, or otherwise has suggested that your Client invest in any Affiliated Model or any model portfolio you create through, or upload into, the IM Module. Updates or changes to the Affiliated Portfolios, if any, made by Retiree's affiliates will be incorporated into the Software on an annual basis.

### **Account and Password**

You may need to sign up for an account to use the Platform. We may need to verify your identity and you authorize us to collect information (e.g., name, address, company) from you to do so (collectively, with all information requested to enable your account, "**Account**

**Information**"). You will provide accurate, up-to-date Account Information, and we disclaim any liability arising from your failure to do so. Such failure may further limit your ability to use the Platform and affect the Platform's accuracy and effectiveness.

You agree to treat the username and password you create or update to access the Platform, or any other piece of information as part of our security procedures, as strictly confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

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- you are responsible for compliance with all applicable laws and regulations and use the Platform and the Materials (including the Client Reports) in compliance with all applicable laws and regulations;
- you do not use the Platform for, or on behalf of, any third party that is not a Client;
- you do not allow or aid, abet, or encourage any third party (whether or not for your benefit) to: (i) access and use the Platform; (ii) copy or adapt the object code of any software, HTML, JavaScript or other code; or (iii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Platform creates to generate its Materials or any software or other products or processes accessible through the Platform;
- you do not insert any code, product, files, viruses, worms, Trojan horse, or other contaminating or destructive features that interferes with or manipulates the Platform or the Materials in any way;
- you do not use any robot, spider, rover, scraper, web harvesting, web extraction method, or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy, harvest, mine, compile, collect, scrape, or monitor the Platform or the Materials;
- you do not use the Platform or the Materials for any purpose that directly or indirectly trains, finetunes, improves, or develops artificial intelligence technologies, models, or tools;
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- keep intact all copyright and other proprietary notices contained in the Client Reports or any copy you make of the Client Reports; and
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Retiree may include new and/or updated pre-release and trial features in the Platform and such features are provided as-is. You must follow any additional rules or restrictions that Retiree may place on their use.

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As between you and Retiree, you retain all rights, title, and interest in and to any and all content, data, or information that you submit, upload, import or provide to or through the Platform or to Retiree, or its affiliates or service providers, in connection with the Platform or the usage thereof ("**Your Information**"). You hereby grant Retiree, its affiliates, and its third-party service providers a non-exclusive, worldwide, perpetual, royalty-free, transferable, sublicensable right and license to reproduce, distribute, modify, adapt, create derivative works of, store, display, perform, or otherwise use Your Information for the purpose of: (i) operating, providing, and improving the Platform and the Materials (including by creating new or enhancing features and functionalities of the Platform, (ii) supporting your account and your relationship with Retiree; (iii) marketing to you other services and products of Retiree, its affiliates, or its third-party providers (including through sales calls and promotional emails); and (iv) aggregating and anonymizing Your Information so that it does not identify any Client or any other person ("**Deidentified Data**") and using such Deidentified Data for any lawful purpose (including, without limitation, for the purpose of research and analyzing investment trends). You represent, warrant, and agree that: (a) you are solely responsible for the accuracy and content of Your Information; (b) you obtained all necessary rights and consents required by law from your Clients and any applicable third party to allow the collection and use of Your Information contemplated under these Terms; and (c) your use of the Platform, including Your Information, and its use under these Terms, will not violate any laws or third party rights, including intellectual property, privacy or publicity rights.

User access and use of this Platform may be monitored by Retiree and used for Retiree's business purposes, without liability. You can get more information about how we collect, use, and store Your Information in our Privacy Notice available [here](#).

You acknowledge that, in connection with the Terms, Retiree provides services that may be subject to the California Consumer Privacy Act of 2018 ("**CCPA**"), as may be amended from time to time, such as by the California Privacy Rights Act of 2020, and including any regulations promulgated thereto (collectively, the "**CCPA**") and that other states may enact

laws or regulations that are similar to the CCPA. Accordingly, the You acknowledge that Your Information includes "personal information" (as defined in the CCPA). Retiree will be acting as a "service provider" to and "processing" "personal information" on behalf of you, as such terms are defined in the CCPA. Retiree acknowledges that it will receive personal information from you for the limited purpose of providing Services to you under the Terms (the "**Purpose**") and Retiree: (i) shall comply with applicable obligations under the CCPA and provide the same level of privacy protection to personal information as required by the CCPA; (ii) grants you the right to take reasonable and appropriate steps to help to ensure that Retiree uses personal information in a manner consistent with your obligations under the CCPA; (iii) shall notify you if Retiree makes a determination that it can no longer meet its obligations under the CCPA; (iv) grants you the right, upon notice to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information; (v) shall not "sell" or "share" personal information (as those terms are defined in the CCPA); (vi) shall not retain, use, or disclose personal information for any purpose other than as permitted by the foregoing Purpose, as otherwise permitted by the CCPA, or outside of the direct relationship between Retiree and you; (vii) shall not combine personal information which Retiree receives from or on behalf of you with personal information which Retiree receives from or on behalf of another person or persons (as defined in the CCPA), or collects from its own interaction with the "consumer" as that term is defined in the CCPA; and (viii) shall enable you to comply with consumer requests made pursuant to the CCPA. For the avoidance of doubt, to the extent that the services involve your usage of digital content provided by Retiree to be included on a digital property you host (such as through "iFrame content" or "iFramed website"), Retiree shall ensure that any "unique identifier" (as such term is defined in the CCPA) arising from or related to such services shall not cause "cross-contextual behavioral advertising" (as such term is defined in the CCPA), selling, or sharing of personal information.

## **Feedback**

By submitting ideas, suggestions, and feedback related to the Platform, the Materials, or the Client Reports ("**Feedback**") to Retiree or any of its employees or representatives, by any medium, including but not limited to, email, written, or oral communication, you automatically forfeit your rights to such Feedback and it automatically becomes the property of Retiree. You hereby assign all rights, title, and interest you have in such Feedback to Retiree together with all intellectual property rights in any such Feedback. In addition, you warrant that all moral rights in any Feedback have been waived, and you do hereby waive any such moral rights. For the avoidance of doubt, we have no obligation to use or act upon your Feedback.

## **Fees**

In order to access and use the Platform, we require a subscription fee and you agree to pay such fees. Payments will be billed in U.S. dollars, and your account will be charged upon purchase after providing your payment information, unless stated otherwise in applicable payment provisions. If your payment information is not accurate, current, and complete, we may suspend or terminate your account. If you do not notify us of updates to your payment information, we may participate in programs supported by your card provider to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

You may be charged a subscription fee in advance on an annual basis or other recurring interval disclosed to you prior to your purchase. For annual subscriptions, we will send you a reminder with the then-current subscription fee no less than thirty (30) days before your subscription term ends, or otherwise as required by applicable law. Retiree may change the price for recurring subscription fees from time to time with notice to you. Price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree with the price change, you may unsubscribe prior to the price change going into effect.

Your payment to Retiree will automatically renew at the end of the applicable subscription period but you can cancel a subscription at any time. Subscription cancellations will take effect the day after the last day of the current subscription period. If you cancel in the middle of a subscription period, you will be able to continue to access and use the Platform until the end of your subscription period. We do not provide refunds or credits for any cancellations or partial subscription periods.

## **Your Representations and Warranties**

You represent and warrant that:

- you have the legal right and capacity to enter into these Terms in your jurisdiction and to comply with these Terms;
- all information you provide to Retiree whether through the Platform and the Materials or otherwise is accurate and complete;
- you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms;
- you are not located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a "terrorist supporting" country;

- you are not listed on any United States Government list of prohibited or restricted parties;
- you will (i) provide written notice to your Clients describing how you use and/or disclose information collected from your Clients through the Platform and the Materials, and (ii) obtain the Clients' consent for such use and/or disclosure of such information;
- you will collect, use, and disclose information collected from your Clients through the Platform and the Materials in compliance with all applicable laws and regulations; and
- you will maintain commercially reasonable safeguards to protect any personal information collected from your Clients through the Platform and Materials.

You also agree that you will be responsible for obtaining and maintaining all telephone, hardware, software, Internet access and any other equipment needed for access to and use of the Platform and the Materials and you will be responsible for all charges related thereto.

#### **OUR DISCLAIMER OF WARRANTIES.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE PLATFORM, MATERIALS (INCLUDING CLIENT REPORTS), AND ANY OTHER INFORMATION, OUTPUT, PRODUCTS, AND CONTENT INCLUDED IN OR ACCESSIBLE FROM THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM, MATERIALS (INCLUDING THE CLIENT REPORTS), AND ANY OTHER INFORMATION, OUTPUT, PRODUCTS, AND CONTENT INCLUDED IN OR ACCESSIBLE FROM THE PLATFORM ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. RETIREE, ITS AFFILIATES, AND THEIR RESPECTIVE LICENSORS, THIRD-PARTY PROVIDERS, EMPLOYEES, MANAGERS, DIRECTORS, OFFICERS, SHAREHOLDER, AND AGENTS (COLLECTIVELY, THE "**RETIREE PARTIES**" EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND ") EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND ENDORSEMENTS OF ANY KIND WHATSOEVER AS TO THE PLATFORM, MATERIALS (INCLUDING CLIENT REPORTS), AND ANY OTHER INFORMATION, PRODUCTS, AND CONTENT (INCLUDING THAT OF THIRD PARTIES AND/OR THIRD-PARTY SITES) INCLUDED IN OR ACCESSIBLE FROM THE PLATFORM, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, CUSTOMER, TRADE, AND QUIET ENJOYMENT.

THE PLATFORM IS DESIGNED TO GENERATE CLIENT REPORTS BASED UPON CERTAIN

ASSUMPTIONS ABOUT EACH CLIENT, WHICH HAVE BEEN PROVIDED BY YOU FOR USE BY THE PLATFORM. RETIREE MAKES NO WARRANTY THAT: (i) THE PLATFORM, THE MATERIALS, OR THE CLIENT REPORTS WILL MEET YOUR REQUIREMENTS, (ii) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, OR ERRORFREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE, COMPLETE, USEFUL, TIMELY OR RELIABLE, (iv) THE QUALITY OF ANY MATERIALS, PRODUCTS, PLATFORM, INFORMATION, OR OTHER CONTENT ACCESSED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS OR DEFECTS IN THE TECHNOLOGY OF THE PLATFORM OR MATERIALS WILL BE CORRECTED.

ANY MATERIALS OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS OR CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RETIREE THROUGH OR FROM THE PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. TO THE EXTENT THAT ANY PART OF THIS SECTION (OUR DISCLAIMER OF WARRANTIES) IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS, THEN THIS SECTION (OUR DISCLAIMER OF WARRANTIES) WILL CONTROL.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Limitation of Liability**

EXCEPT AS SET FORTH IN THIS PARAGRAPH, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT THE RETIREE PARTIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE RETIREE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PLATFORM, MATERIALS, OR CLIENT REPORTS; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, OR INFORMATION OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE PLATFORM OR MATERIALS; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION, YOUR TRANSMISSIONS, OR DATA; (iv) INFORMATION PROVIDED, GUIDANCE RECEIVED, OR RECOMMENDATIONS RECEIVED ON, OR THROUGH, THE PLATFORM; (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE,

PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY SITE, EVEN IF THE THIRD-PARTY SITE HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; (vi) THE USE OR DISPLAY OF YOUR INFORMATION, OR; (vii) ANY OTHER MATTER RELATING TO THE PLATFORM, THE MATERIALS, CLIENT REPORTS, OR THESE TERMS. EXCEPT AS SET FORTH IN THIS PARAGRAPH, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, IN NO EVENT WILL THE RETIREE PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU PAID TO USE THE PLATFORM IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS PARAGRAPH SHALL NOT APPLY TO WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. BY ACCESSING THE PLATFORM OR THE MATERIALS (INCLUDING CLIENT REPORTS), YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

### **Indemnification**

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Retiree, its affiliates, its partners, and their respective directors, officers, employees, contractors, representatives, volunteers, agents, successors, and assigns ("**Retiree Indemnitees**") from and against any and all liability, costs, damages, expenses, investigations, judgments, settlements, losses, fines, and penalties, related to or arising out of any actual or threatened claim, action, or proceeding resulting from or in connection with your direct or indirect use of the Platform, the Materials, the Client Reports, your breach of these Terms, or the Retiree Indemnitees' use of Your Information.

You will cooperate as fully required by the Retiree Indemnitees in the defense of any claim. The Retiree Indemnitees reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle

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### **Survival**

The following Sections will survive any termination, discontinuation or cancellation of the Platform or your account: "Ownership of the Platform and its Materials", "Your Information," "Trademarks", "Fees" (with respect to fees due and unpaid), "Feedback," "Governing Law", "Term and Termination," "Our Disclaimer of Warranties," "Limitation of Liability," "Indemnification," "Arbitration Agreement," and "Miscellaneous".

### **Miscellaneous**

The failure of Retiree to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit Retiree's rights with respect to such breach or any subsequent breaches. No waiver by Retiree of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of Retiree. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. If any provision of these Terms will be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. You agree that these Terms will not be construed against Retiree by virtue of Retiree having drafted them.

Retiree will not be liable to you or be deemed to be in breach of its obligations under these Terms for any delay or failure in performance caused by acts beyond Retiree's reasonable control, including, without limitation, acts of God, war, terrorism, accidents, pandemics, fires, floods, hurricane, tornado, severe weather, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining supplies, materials, labor, or transportation, interruption of utility of the Platform or the Internet, acts of any unit of government or any governmental agency, or any similar or dissimilar cause.

### **Assignment & Modifications**

Retiree may assign these Terms, in whole or in part, without your consent at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Platform. Retiree reserves the right to modify or add to these

Terms as described in this section (**Updated Terms**). You agree that we may notify you of the Updated Terms by making them available when you log into the Platform, and that your use of the Platform after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before using the Platform. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your access and use of the Platform from that point forward.

### **Arbitration Agreement**

As part of these Terms, you and Retiree each agree as follows (the "**Arbitration Agreement**"):

Any claim or controversy arising out of or relating to your use of the Platform or Materials (including without limitation the arbitrability of any claim or controversy) shall be resolved by binding arbitration in accordance with the Federal Arbitration Act. The parties waive their rights to file suit in court to assert any allegation, claim, or cause of action against the other, or to have a jury trial on any allegation, claim, or cause of action, and any right to do so (including without limitation the right to a jury trial) is hereby waived. Notwithstanding the foregoing, you and Retiree retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and Retiree retains the right to apply to a court of competent jurisdiction for provisional or conservatory relief, including without limitation pre-arbitral attachments or injunctions, and to adjudicate disputes relating to the infringement or misappropriation of intellectual property.

The arbitration will be administered by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") pursuant to its Streamlined Arbitration Rules and Procedures then in effect. The arbitration shall be presided over by a single arbitrator in Baltimore City, Maryland. In the event this venue will cause undue hardship to you, then, in the discretion of the arbitrator, the arbitration will be conducted solely on the basis of documents submitted, with the parties participating through telephonic or video conference hearings, or at a location reasonably convenient to the parties in the state in which you reside at the time the arbitration is commenced, provided that it is within the continental United States. To the extent that any of the foregoing provisions are inconsistent with JAMS applicable standards then in effect, such JAMS rules shall apply.

Claims subject to this Arbitration Agreement may not be arbitrated on a class or representative basis and you will not be able to participate in an arbitration as a representative or member of any class of claimants pertaining to that claim.

All aspects of the arbitration and award shall be confidential, except to the extent disclosure is necessary in connection with an application to a court for a preliminary or permanent injunction, a petition to confirm or vacate an award, to obtain legal or other professional advice necessary for the protection of a party's rights, or as required by law or judicial decision.

Subject to you demonstrating that the costs of arbitration will be prohibitive as compared to the costs of litigation, Retiree will pay as much of the fees charged to you by JAMS as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive to you.

The arbitrator will not have authority to award punitive or exemplary damages, and the parties waive any right to recover such damages. As part of the award, the prevailing party shall be awarded its costs, including without limitation arbitration fees, expert witness fees, if any, and reasonable attorney's fees.

If any portion of this Arbitration Agreement is found to be invalid, illegal or unenforceable, for any reason, that specific portion shall be severed from the rest, but such severance shall not affect the enforceability of the remainder of this Arbitration Agreement. No waiver of any provision of this Arbitration Agreement will be effective or enforceable unless recorded in a writing signed by the party waiving the provision, and any such waiver shall not waive or affect any other provision of this Arbitration Agreement.

THE FOREGOING PROVISIONS LIMIT CERTAIN RIGHTS, INCLUDING WITHOUT LIMITATION THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO TRIAL BEFORE A JUDGE OR JURY, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE JAMS RULES AND THIS ARBITRATION AGREEMENT, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF; PROVIDED THAT NOTHING HEREIN WILL RESTRAIN A CALIFORNIA RESIDENT'S RIGHT, IF ANY, TO SEEK PUBLIC INJUNCTIVE RELIEF AS PERMITTED BY LAW. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

### **Communications from Retiree or its Agents**

In order to properly support and serve you, we occasionally need to reach out and contact you, and may do so in a variety of ways such as *via* text message, email or messaging functionality in the Platform. We want to provide you options for receiving communications from us, and as such you may opt-in or opt-out of receiving certain types of communications from us or sign up to receive certain kinds of messages from us. You will need to notify us of any changes to your contact details to ensure your preferences are updated. You agree that Retiree or its agents may send automated text messages and pre-

recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Platform, or fulfilling a request made by you through the Platform. We may also use your telephone number and email address to contact you about special offers or other products or services of Retiree, its affiliates, or third parties unless you opt out of such marketing.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, CALLS, OR TEXTS TO YOUR MOBILE DEVICE OR DESKTOP COMPUTER, YOU CAN UNSUBSCRIBE BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN ADVISORSERVICES@TROWEPRICE.COM. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL EMAILS, TEXTS, OR CALLS AS A CONDITION OF USING THE PLATFORM, CLIENT REPORTS OR MATERIALS. IF YOU WANT TO OPT OUT OF ALL PROMOTIONAL EMAILS, TEXTS, OR CALLS TO YOUR MOBILE DEVICE OR DESKTOP COMPUTER (INCLUDING OPERATIONAL OR TRANSACTIONAL EMAILS, TEXTS, OR CALLS), YOU CAN UNSUBSCRIBE ENTIRELY OR SUSPEND YOUR ACCOUNT.

### **Contact**

All comments, requests for technical support, and other communications relating to the Platform should be directed to Retiree at: 1-866-762-PLAN.

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