



T. Rowe Price Retirement Income Calculator

Terms of Use

These Terms of Use are updated and effective as of November 20, 2020.

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No Investment Advice

THE INFORMATION PROVIDED IN THE TOOL IS FOR GENERAL AND EDUCATIONAL PURPOSES ONLY. NOTHING WITHIN THE TOOL SHALL BE CONSIDERED INVESTMENT ADVICE OR A RECOMMENDATION TO TAKE A PARTICULAR INVESTMENT ACTION, TO BUY, HOLD, OR SELL A SECURITY, OR ANY OTHER PRODUCT OR SERVICE, OR TO OPEN, MAINTAIN, OR CLOSE A PARTICULAR TYPE OF ACCOUNT TO ANY PERSON IN ANY JURISDICTION. WE DO NOT PROVIDE INVESTMENT, LEGAL OR TAX ADVICE THROUGH THE TOOL. Please consult your independent legal counsel and/or tax or financial professional regarding any legal, tax or investment decision or issue.

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 - copy or adapt the object code of any Tool’s software, HTML, JavaScript or other code; or
 - reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Tool creates to generate its content or any software or other products or processes accessible through the Tool;
- you do not interfere with any other person’s use of the Tool, including, without limitation, by disrupting, spamming or otherwise using abusive tactics to deter others from using the Tool or any of its features;
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You represent and warrant that:

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- all information you provide through the Tool is accurate and complete;
- you are a resident of the United States;
- 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 U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
- you are not listed on any U.S. Government list of prohibited or restricted parties.

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 Tool and you will be responsible for all charges related thereto.

Our Disclaimer of Warranties

NOTHING IN THESE TERMS LIMITS, EXCLUDES, OR MODIFIES, OR PURPORTS TO LIMIT, EXCLUDE OR MODIFY, ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS TO BE VOID ("**NON-EXCLUDABLE GUARANTEES**").

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BY ACCESSING OR USING THE TOOL, YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

Limitation of Liability; Waiver

SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES UNDER APPLICABLE LAW AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE T. ROWE PRICE PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE TOOL; (B) THE MATERIALS; (C) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE TOOL; (D) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE T. ROWE PRICE PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE TOOL; (E) ANY ERRORS OR OMISSIONS IN THE TOOL'S TECHNICAL OPERATION; OR (F) ANY DAMAGE TO ANY USER'S DEVICE, HARDWARE, SOFTWARE, COMPUTER, CELLULAR PHONE, MODEM OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE T. ROWE PRICE PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE TOOL).

SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES UNDER APPLICABLE LAW, IN NO EVENT WILL THE T. ROWE PRICE PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES UNDER APPLICABLE LAW AND TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, IN NO EVENT WILL THE T. ROWE PRICE PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED TEN UNITED STATES DOLLARS (US \$10.00), PROVIDED THAT THIS LIMITATION ON DAMAGES IS NOT INTENDED TO LIMIT A T. ROWE PRICE PARTY'S OBLIGATION TO PAY PREVAILING PARTY COSTS OR FEES IF RECOVERABLE PURSUANT TO APPLICABLE LAW.

BY ACCESSING THE TOOL, 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/Reimbursement

Subject to any Non-Excludable Guarantees under applicable law and to the fullest extent permitted by applicable law, you agree to defend, indemnify (reimburse/pay for), and hold the T. Rowe Price Parties harmless from and against any and all claims, damages, costs, investigations, liabilities, judgments, settlements, and expenses, including attorneys' fees, that directly or indirectly arise from or are otherwise directly or indirectly related to:

- your use of the Tool or activities in connection with the Tool;
- your breach (actual or alleged) or anticipatory breach of these Terms;
- your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
- any misrepresentation made by you.

You will cooperate as fully required by the T. Rowe Price Parties in the defense of any claim. The T. Rowe Price Parties 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 any claim without the prior written consent of a duly authorized employee of the T. Rowe Price Parties. HOWEVER, ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION, THIS RELEASE, HOLD HARMLESS AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF T. ROWE PRICE OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW.

Term and Termination

T. Rowe Price reserves the right to terminate your access to and use of the Tool and any of its features in its sole discretion, without notice and liability, including, without limitation, if T. Rowe Price believes your conduct fails to conform to these Terms. T. Rowe Price also reserves the right to investigate suspected violations of these Terms. Any violation of these Terms may be referred to law enforcement authorities.

Upon termination of your access to the Tool, or upon demand from T. Rowe Price, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the Tool.

T. Rowe Price also reserves the exclusive right to modify, withdraw, suspend or discontinue, temporarily or permanently, at any time and from time to time, any Materials, information or content available on the Tool, without limitation, in whole or in part, including the cessation of all activities associated with the Tool, with or without notice. You agree that T. Rowe Price will not be liable to you or to any third party for any modification, suspension or discontinuance of the Tool or any part thereof.

Location of Tool and Territorial Restrictions

The information provided on the Tool is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject T. Rowe Price to any registration requirement within such jurisdiction or country. T. Rowe Price or its service providers control and operate the Tool from offices located in the United States and the Tool is intended only for residents of the United States accessing it within the United States. T. Rowe Price makes no representations or warranties that the information, products or services contained on the Tool are appropriate for use or access in locations outside the United States. Anyone using or accessing the Tool from other locations does so on their own initiative and is responsible for compliance with applicable laws. We reserve the right to limit the availability of the Tool and/or the provision of any content, program, product, service or other feature described or available thereon to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such content, program, product, service or other feature that we provide.

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You agree to comply with all rules, laws and regulations that are applicable to your use of the Tool, including, without limitation, those governing your transmission or use of any software or data.

Governing Law

THESE TERMS AND THE INTERPRETATION OF THESE TERMS WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

Arbitration Agreement

As part of these Terms of Use, you and T. Rowe Price each agree as follows (the "**Arbitration Agreement**")

Any claim or controversy arising out of or relating to your use of the Tool (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 T. Rowe Price retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and T. Rowe Price 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 U.S. 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, T. Rowe Price 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 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.

Miscellaneous

The failure of T. Rowe Price to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit T. Rowe Price's rights with respect to such breach or any subsequent breaches. No waiver by T. Rowe Price of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of T. Rowe Price. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. T. Rowe Price may assign its rights and duties under these Terms to any party at any time without any notice to you. These Terms may not be assigned by you without T. Rowe Price's prior written consent. 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. The section titles herein are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms will not be construed against T. Rowe Price by virtue of T. Rowe Price having drafted them.

T. Rowe Price 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 T. Rowe Price's reasonable control, including, without limitation, acts of God, war, terrorism, accidents, pandemics, outbreaks of infectious diseases, public health threats, fires, floods, hurricane, tornado, severe weather, natural disasters, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining supplies, materials, labor, or transportation, interruption of utility services or the Internet, acts of any unit of government or any governmental agency, or any similar or dissimilar cause.

Modifications

T. Rowe Price 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 via the Tool, and that your use of the Tool 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 Tool. 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 use of the Tool from that point forward.