

CalSavers Retirement Savings Program - Mobile Terms of Use

Effective Date: May 1, 2019

Thank you for using the CalSavers Retirement Savings Program (the "Program" or "CalSavers"). The State of California acting by and through the California Secure Choice Retirement Savings Investment Board (the "Board") is providing the Program to promote retirement savings. The Board has contracted with Ascensus College Savings Recordkeeping Services, LLC and its affiliates with offices at 95 Wells Avenue, Suite 160, Newton, MA 02459, United States (collectively "Ascensus"), to provide certain administration services for the Program, including the Mobile Services (as defined below). For the purposes of these Mobile Terms of Use, each user of CalSavers Mobile is referred to as "you" or "your" as applicable.

"Mobile Services" refers to the platforms (including software), features, products, information, data documentation, materials and services available through and in connection with accessing and using the CalSavers mobile application ("CalSavers Mobile"), including the Biometric Authentication Service (defined below), that provide participants with the ability to view account balances and transaction history, add or delete bank accounts, change contribution rate, contact the Program and do other account transactions.

1. Provider

CalSavers Mobile is operated by the Program and is offered as a convenience to the participants in the Program, on an "as is, as available" basis with no representations or warranties that the Mobile Services will at all times be accessible, uninterrupted, delivered without delay, free from errors or fit for any specific purpose.

2. Acceptance of Terms

- a. By downloading, installing, or using CalSavers Mobile to allow you to access the Mobile Services or otherwise accessing or using the services and functionalities available to you via CalSavers Mobile, you agree to be legally bound by these Mobile Terms of Use, as well as all terms, conditions and notices contained or referenced in the [Terms of Use](#) and [Privacy Policy](#) on www.calsavers.com and the CalSavers Program Disclosure Booklet (collectively, the "Legal Terms"). Specifically, by using CalSavers Mobile, you indicate that you understand the information collection, use and disclosure practices described in the Privacy Policy on www.calsavers.com.
- b. For the purposes of CalSavers Mobile, all terms and conditions set out in the Terms of Use shall apply as appropriate to your use of the Mobile Services. In this regard all terms relating to the use of "the website" or "Services" shall mean and refer to the use of CalSavers Mobile and the Mobile Services referred to herein, respectively.
- c. CalSavers may change, add or remove portions of the Legal Terms at any time and you undertake to regularly monitor CalSavers Mobile for such new, amended, updated, deleted or replaced Legal Terms. In any case you hereby agree that any amendment, update, deletion or replacement of the Legal Terms shall become effective immediately upon posting. CalSavers may, but is under no duty to, bring new Legal Terms or any amendments, updates, deletions or replacements to the Legal Terms to your attention.
- d. If you disagree with any new Legal Terms or any amendments, updates, deletions or replacements of the Legal Terms, you must immediately cease using the Mobile Services. You agree that your continued use of the Mobile Services shall constitute your final and unconditional acceptance of such new Legal Terms or any amendments, updates, deletions or replacements of the Legal Terms.

3. License to use CalSavers Mobile

- a. CalSavers grants you a non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Mobile Services for your personal and non-commercial use only, subject to the terms and conditions of the Legal Terms.
- b. The nature and/or functionality of CalSavers Mobile may be added to, amended or withdrawn and new elements or services introduced by CalSavers in its absolute discretion from time to time (each a "Change"). Prior to any Change, CalSavers may, in its absolute discretion, notify you of such Change.

Following any Change, your continued use of CalSavers Mobile will be deemed to constitute acceptance of such Change.

- c. If, in connection with a Change, any amendments to the Legal Terms are required, or in the event that CalSavers otherwise varies or replaces any or all terms of these Mobile Terms of Use, CalSavers will notify you of such amendments by posting the amended version of these Mobile Terms of Use on CalSavers Mobile and you must accept the amended version of such Mobile Terms of Use in accordance with Section 2 above.
- d. You agree that you are solely responsible:
 - i. for acquiring and maintaining a mobile or any other electronic device and equipment that can handle and access CalSavers Mobile;
 - ii. for taking adequate and appropriate data security measures to ensure the confidentiality and security of your activities via CalSavers Mobile; and
 - iii. for all costs (such as data usage or internet charges) associated with accessing CalSavers Mobile.
- e. CalSavers may change, suspend or discontinue any aspect of the Mobile Services at any time, including the availability of any feature, functionality, service, database or content. CalSavers may also impose limits on certain features, functionalities or services, or restrict or refuse your access to part of all of the Mobile Services as any time, in its sole discretion for any or no reason, without notice or liability.

4. Access to CalSavers Mobile

- a. To prevent unauthorized access, you agree to keep your Username and Password confidential and not to share or disclose your Username and/or Password with anyone, or let any unauthorized person access your account in the Program through CalSavers Mobile ("CalSavers Mobile Account"), or do anything else that might jeopardize the security of your CalSavers Mobile Account and/or your information therein. You should ensure that you have logged off from CalSavers Mobile when your session is completed or completely close CalSavers Mobile to prevent unauthorized persons from accessing your CalSavers Mobile Account.

If you allow any person to access CalSavers Mobile, your CalSavers Mobile Account and/or disclose your Username and/or Password to third parties, you assume all risks, losses and liabilities associated with such access or disclosure. All transactions that a user performs via your CalSavers Mobile Account shall be deemed to be transactions authorized by you.

- b. You are solely responsible for transactions and activities that happen on or through your CalSavers Mobile Account and agree that CalSavers is entitled to rely and act upon instructions received under your Username and Password.
- c. You agree to comply with any security and authentication procedures and policies that CalSavers may establish from time to time in relation to the use of CalSavers Mobile and/or the Mobile Services.
- d. In the event that the security of your information in CalSavers Mobile and/or your CalSavers Mobile Account has been compromised, for example:
 - i. your Password has been lost or stolen; or
 - ii. fraudulent or unauthorized activity is detected;

you should immediately contact the Program at **855.650.6918**.

- e. You agree that you will:
 - i. not use CalSavers Mobile and/or the Mobile Services to violate any applicable laws or regulations, for any illegal purposes or to promote or encourage any illegal activity;
 - ii. comply with all regulations, policies and procedures of networks through which you access and

use CalSavers Mobile and the Mobile Services;

- iii. not use CalSavers Mobile or the Mobile Services for any activity or use that may disrupt CalSavers Mobile or the Mobile Services or the networks through which you access and use them;
- iv. not access or attempt to access any Mobile Services or other user accounts for which you have no authorization to do so, or to copy, modify, download, distribute or display any of the data, information or documents from any such account;
- v. not make false reports to CalSavers administrators or act in a manner that CalSavers deems to be inappropriate, in the sole discretion of CalSavers; and/or
- vi. not use the Mobile Services in any manner other than as an individual user (i.e., not as a corporation or other entity).

5. Biometric Authentication Service (if applicable)

The "Biometric Authentication Service" refers to the feature that allows you to use this mobile device's biometric authentication feature (such as fingerprint or face recognition) stored on the mobile device to access CalSavers Mobile instead of entering your Username and Password. The Biometric Authentication Service is only available to participants who are authorized users with registered accounts on the CalSavers website and have downloaded CalSavers Mobile, using a mobile device with a biometric authentication recognition feature enabled ("Applicable Device").

By enabling the Biometric Authentication Service, you understand and accept that the biometric information stored on your mobile device can be used to access CalSavers Mobile. Accordingly, you agree and accept that:

- a. the authentication performed by CalSavers Mobile is done by interfacing with the biometric authentication fingerprint recognition and authentication feature that is installed on this mobile device, and you agree to such authentication process taking place;
- b. you are aware that the biometric information is only stored on this mobile device and will not be accessed or stored by, or provided to CalSavers Mobile;
- c. you can deactivate the Biometric Authentication Service at any time by changing the settings on CalSavers Mobile once you are signed in;
- d. each time CalSavers Mobile detects the use of certain biometric information that is registered on this mobile device to access CalSavers Mobile, you will be deemed to have accessed CalSavers Mobile and to have instructed CalSavers to perform any and all actions and transactions carried out during each session;
- e. you should ensure that only your biometric information is stored on this mobile device. If persons other than yourself have their biometric information registered as part of the biometric authentication recognition software registered in this mobile device, you understand, agree and accept that such persons will be able to access CalSavers Mobile, including access to your account(s) and your account information, and all actions and transactions carried out by such persons shall be deemed to be carried out by you, or otherwise authorized by you;
- f. you are solely responsible for taking all reasonable, adequate and appropriate measures to protect and secure your mobile device from unauthorized use and unauthorized users, and shall be fully responsible for all use of your mobile device (whether authorized by you or otherwise) to access CalSavers Mobile; and
- g. if you become aware of, or believe there has been, any breach of security of your mobile device or any unauthorized use or access to CalSavers Mobile via your mobile device, you must deactivate the Biometric Authentication Service immediately and immediately contact the Program at **855.650.6918**. If you fail to notify the Program promptly and such delay results in losses to you, you agree that CalSavers will have no liability for such losses.

6. Fees and Charges

No fees or charges are currently imposed for the access to the Mobile Services.

However, CalSavers reserves the right by notice to you to charge a fee, or increase or decrease such fee, in respect of any or all of CalSavers Mobile and/or the Mobile Services, provided that if CalSavers gives notice to commence charging a fee or to increase a fee, you may at your option terminate your access to CalSavers Mobile and/or your use of the relevant Mobile Services in accordance with Section 7 below.

7. Terminating access to CalSavers Mobile

- a. Without prejudice to CalSavers' other rights hereunder, if you breach or violate any of the Legal Terms in any way, CalSavers may take such action as appropriate to deal with the breach or violation, including suspending your access to CalSavers Mobile, prohibiting you from accessing the Mobile Services, blocking devices using your IP address from accessing CalSavers Mobile and/or initiating legal proceedings against you.
- b. CalSavers is entitled to terminate your access to and use of the Mobile Services at any time, without cause and without liability to you.
- c. You are entitled to terminate your access to and use of the Mobile Services at any time by deleting the mobile or other applications supplied by CalSavers that allow you to access CalSavers Mobile.
- d. The relevant provisions in the Legal Terms that are intended by their nature to survive the expiry or termination of these Mobile Terms of Use shall survive the termination of these terms.

8. Governing Law and Jurisdiction

The laws of California, USA, without regard to conflict of law principles, will apply to any disputes arising out of or relating to these Mobile Terms of Use or the Mobile Services. All claims arising out of or relating to these Mobile Terms of Use or the Mobile Services will be litigated exclusively in the state courts in the California or if a federal court is required by law, in the federal court of California, and you consent to personal jurisdiction in those courts. This provision however, does not waive any claims or defenses of immunity that may be available to the Board.

9. Disclaimer of Warranty

Mobile Services are provided using a commercially reasonable level of skill and care and CalSavers hopes that you will enjoy using them. EXCEPT AS PROVIDED EXPRESSLY HEREIN, CALSAVERS MOBILE AND THE MOBILE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND ARE MADE AVAILABLE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. THE BOARD, ASCENSUS, THEIR CONTRACTORS, LICENSORS, SUPPLIERS AND CONTENT OR SERVICE PROVIDERS, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "PROGRAM ENTITIES") DISCLAIM, TO THE FULLEST EXTENT OF THE LAW, ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO CALSAVERS MOBILE OR THE MOBILE SERVICES INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY AND/OR NON-INFRINGEMENT. THE USE OF CALSAVERS MOBILE AND MOBILE SERVICES IS AT YOUR OWN RISK. THE PROGRAM ENTITIES DO NOT REPRESENT OR WARRANT THAT THE USE OF CALSAVERS MOBILE OR MOBILE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT DEFECTS WILL BE CORRECTED, OR THAT CALSAVERS MOBILE OR THE MOBILE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL THE PROGRAM ENTITIES BE LIABLE TO YOU OR ANY OTHER

PERSON, EVEN IN THE EVENT OF SUCH PROGRAM ENTITIES' NEGLIGENCE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER ANY THEORY ARISING FROM YOUR USE OF OR INABILITY TO USE CALSAVERS MOBILE OR THE MOBILE SERVICES INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, BUSINESS GOODWILL, DATA, COST OF SUBSTITUTE MATERIALS, PRODUCTS, MOBILE SERVICES OR INFORMATION, OR ARISING FROM THE CLAIMS OF THIRD PARTIES, OR FOR ANY OTHER REASON WHATSOEVER, EVEN IF THE PROGRAM ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PROGRAM ENTITIES SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR DAMAGES OR LOSSES CAUSED BY ERRORS MADE BY YOU OR OTHERS WHEN USING CALSAVERS MOBILE OR THE MOBILE SERVICES.

TO THE EXTENT PERMITTED BY LAW, THE PROGRAM ENTITIES SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO DAMAGES OR INJURY CAUSED BY ANY PERFORMANCE, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF CALSAVERS MOBILE OR THE MOBILE SERVICES, WHETHER RESULTING, IN WHOLE OR IN PART, FROM THE PROGRAM ENTITIES' BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR OTHERWISE.

11. Indemnification

You will indemnify, defend and hold harmless CalSavers from and against any and all losses, liabilities, claims (including third party claims), obligations, costs and expenses (including reasonable attorneys' fees), incurred in connection with or arising out of any breach by you of these Mobile Terms of Use or any use of CalSavers Mobile or the Mobile Services by you or your delegates, representatives, agents or assignees.

12. Maintenance and Service Interruptions

CalSavers may at any time and without giving any notice suspend the provision of all or any part of CalSavers Mobile and/or the Mobile Services with immediate effect in the event of a legal or regulatory requirement, planned or unplanned maintenance, or upgrading of CalSavers Mobile or related infrastructure.