

## CalSavers Retirement Savings Program Terms of Use

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Thank you for using the CalSavers Retirement Savings Program (the “Program”). The State of California acting by and through the California Secure Choice Retirement Savings Investment Board (the “Board”) is providing this 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 Services (defined below) needed for the administration of the Program. The provision of Services is governed by an Agreement between Ascensus and the Board. The Board and Ascensus are collectively referred to herein as “we” or “us” or “our”.

By “Services” we refer to the platforms (including software), features, products, information, data documentation, materials and services available through and in connection with accessing and using this website.

This website and the Services are intended to be used by employers in the State of California and their employees, and all who have been properly authorized in accordance with California law, including other persons or entities they assign (“Delegates”) to use this website and Services, on their behalf (“you” or “your”).

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By accessing or using this website or the Services, you are agreeing to the terms herein (“Terms of Use”). Please read them carefully as you are responsible for any loss or liability arising out of your use or your Delegates’ use of this website or the Services. You represent and warrant that you have the authority to bind the business entity that you represent by these Terms of Use.

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Except as provided expressly herein, the rights you grant in this license are for the limited purpose of performing the Services pursuant to the Program and your instructions.

The data and content that you provide must be true, accurate and free of software viruses. You are solely responsible for any errors you make with regards to the data and content that you provide. You represent and warrant that the data and content do not violate others' rights or are otherwise injurious to third parties.

### **Links to Other Websites**

This website or the Services may contain links to third party sites. Access to any other Internet site linked through the Services is at the user's own risk and we are not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on these sites. These links are provided merely as a convenience and are not intended to endorse the companies or contents of any linked sites.

### **Your User Login and Retirement Savings Accounts**

To use some of the Services online and access certain information through this website, you will need to register and create a user login account ("User Login"). As part of the registration process, you will be asked to create a unique user name and password. The password must meet certain minimum requirements for security purposes. We will conduct several validation checks prior to providing you with access to the Services.

If you are authorized to access retirement savings account(s), you will be able to access these accounts through your User Login. To protect your User Login and retirement savings account(s), keep your password confidential and restrict access to your devices. You are responsible for the use and activity (whether or not authorized) that happen on or through your User Login and retirement savings account(s). Try not to reuse your password on applications other than the Services.

### **Electronic Communications**

If you choose to register and create User Login, you will need to provide your current email address and to promptly update it in case it changes. By doing so, you agree to receive certain email notifications regarding the administration of this website and the Services. Your agreement to receive such communications via email is a condition to your registration to use the Services online through this website and you will not be able to opt out of receiving them.

### **Transmission of Personally Identifiable Information**

In some instances, Services may involve the transmission of proprietary information about you, your organization or your organization's employees' personally-identifiable information or other non-public information, including without limitation, their first and last names, social security numbers, retirement savings account numbers, bank information, contribution rates and amounts deposited into the respective retirement savings account(s).

By using this website and the Services, you consent to the transmission of such information by electronic means and represent that you have obtained all necessary permissions and authorizations for such

transmissions. You further represent that such consent shall be effective at all time during your use of the Services, and that we and our respective contractors, licensors, suppliers and content or service providers may rely on your authorizations and/or instructions.

Additionally, our respective privacy policies explain how personal information is treated and privacy protected when you use this website and the Services. By using the Services, you agree that we can use such information in accordance with our respective privacy policies.

### **Modifying and Terminating the Services**

We are constantly changing and improving the Services. We may modify, add or remove functionality or features, and we may modify, suspend or stop a Service altogether.

If we discontinue the Services or if you stop using the Services, we will disable your access to the Services. However, we may retain backup copies of your content for a limited period of time in accordance with applicable law and our then-current data retention policy.

### **Our Warranties and Disclaimers**

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### **Indemnity**

You will indemnify, defend (with respect to the Board, subject to ORS Chapter 180) and hold harmless the Program Entities 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 or your Delegates of these Terms of Use or any use of this website or Services by you, your Delegates, employees, contractors, subcontractors, agents and assignees.

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If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

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