

## Oregon Retirement Savings Plan Terms of Use

Last modified: May 2017

Welcome to [www.oregonsaves.com](http://www.oregonsaves.com)!

Thank you for using the Oregon Retirement Savings Plan (the “Program”). The State of Oregon acting by and through the Oregon State Retirement Savings 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 a Plan Administration and Management 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 Oregon and their employees, all who have been properly authorized in accordance with the Oregon law, including other persons or entities they assign (“Delegates”) to use this website and Services, on their behalf (“you” or “your”).

### Terms of Use

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.

Please review also our privacy policy available on [www.oregonsaves.com](http://www.oregonsaves.com), and Ascensus’ privacy policy available on [www.ascensuscollegesavings.com](http://www.ascensuscollegesavings.com), both of which also govern the use of this website and the Services.

### Trademarks and Copyrights

This website, its content and any other information, graphics and materials made available through it or through the Services (collectively “Materials”), are copyrighted and protected by worldwide copyright laws and treaty provisions. Using this website or the Services does not give you ownership of any intellectual property rights in Materials that are not yours. Except as provided expressly herein, these Materials may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way without the prior written permission of their owner. Any unauthorized use of these Materials may violate copyright, trademark, and other laws.

These Terms of Use do not grant you the right to use any branding, graphics or logos used on this website or in the Services. Don't remove, obscure, or alter any branding, graphics, logos or other legal notices displayed in or along with this website or the Services.

### **License to use the Services**

We give you a personal, royalty-free, non-assignable and non-exclusive license to access and use the Services or any part of it. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services in the manner permitted by these Terms of Use. All rights in the Services not expressly granted to you are reserved by us and our contractors, licensors, suppliers and content or service providers. You may not copy, modify, distribute, sell, lease or otherwise make commercial use of any part of the Services such as the software included in the Services, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

### **Permitted Uses of this Website, Services and Content**

You may access and use this website or the Services only if you are identified as an authorized user by the Program and solely for the tasks you have been authorized to perform by the Program. You must access and use this website and the Services in accordance with the instructions and documentation provided with them and subject to these Terms of Use, the Program rules and applicable Oregon law. You may use this website and the Services only as permitted by law. Don't misuse or interfere with this website or the Services. You may access only data and content you are granted access to. We may suspend or stop providing Services to you if you do not comply with the Terms of Use or if we are investigating suspected misconduct.

You may print, copy or download Materials for your personal use, and distribute copies thereof to professional advisors, attorneys or other legal representatives or agents, in connection with the Program. Such copies must contain all copyright and other proprietary rights notices included in the Materials. You may not download, copy, distribute or make other use of the Materials for commercial purposes.

Some of the Materials displayed on this website or available through the Services are not owned by us. Any and all Materials are the property of their respective owners and their sole responsibility.

The Services may allow you to upload, submit, store, send or receive certain data or content. You retain ownership of any intellectual property rights that you hold in that content. When you upload, submit, store, send or receive data or content to or through this website or the Services, you give us and our respective contractors, licensors, suppliers and content or service providers, a license to use, host, and store such content. We may disclose aggregated data which does not include information that is identifiable to an individual employee or employer for purposes of research associated with the Program. We may disclose information that it is required to disclose under the Oregon Public Records Law. Further, we may disclose account information to third parties to the extent disclosure is required by law or to the extent we determine disclosure is necessary or appropriate to administer the Program.

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**

Services are provided using a commercially reasonable level of skill and care and we hope that you will enjoy using them. EXCEPT AS PROVIDED EXPRESSLY HEREIN, THIS WEBSITE AND THE 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 THIS WEBSITE OR THE 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 THIS WEBSITE AND SERVICES IS AT YOUR OWN RISK. THE PROGRAM ENTITIES DO NOT REPRESENT OR WARRANT THAT THE USE OF THIS WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **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 THIS WEBSITE OR THE 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, 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 THIS WEBSITE OR THE SERVICES. THIS INCLUDES BUT NOT LIMITED TO EMPLOYERS' LIABILITY FOR DAMAGES OR LOSSES INCURRED BY EMPLOYEES AND THIRD PARTIES, CAUSED BY EMPLOYERS' ERRORNOUS USE OF THIS WEBSITE OR THE 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 THIS WEBSITE OR THE SERVICES, WHETHER RESULTING, IN WHOLE OR IN PART, FROM THE PROGRAM ENTITIES' BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR OTHERWISE.

### **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.

### **Disclaimer regarding Financial and Legal Advice**

Nothing in the content or the Services should be construed as a solicitation, offer or recommendation to acquire or dispose of any investment option or to engage in any transaction, or to provide any tax, legal or financial advice. We will not be liable for any investment losses.

### **About these Terms of Use**

We may modify these terms, for example, to reflect changes to the law or changes to the Services. You should look at the terms regularly. We'll post modifications to these terms on this page.

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.

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

## Terms of Use

available to the Board. These Terms of Use do not apply to the Board or employees or agents of the Board accessing or using the website for Program administration purposes. Such access and use is governed exclusively by the terms and conditions of the Plan Administration and Management Agreement between Ascensus and the Board.