



## Terms of Use

This Web site (the “Site”), and any tools and/or services offered and/or provided through the Site (collectively, the “Services”), are provided to you (the “User”) conditioned upon your acceptance of these Terms of Use. You agree to read these Terms of Use carefully before using the Site or any of the Services thereon. By using the Site or any Services, you agree to these Terms of Use. If you do not agree to these Terms of Use, you may not use the Site or any Services. These Terms of Use are subject to change from time to time, and at any time without notice to you. Any changes will be incorporated into the Terms of Use posted to the Site from time to time.

## Authorized Use and User Conduct

You agree that you will use the Site and the Services in a manner consistent with these Terms of Use and other instructions posted on the Site. You agree not to interrupt or attempt to interrupt the operation of the Site or the Services in any way or to attempt to gain unauthorized access to the Site, any portion thereof, or to any other computer systems through the Site. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. Unauthorized use of the Site, including but not limited to unauthorized entry or attempted entry into any systems, misuse of passwords, misuse of any information posted to the Site, or illegal conduct is strictly prohibited. We reserve the right to prohibit access to anyone determined by us to be violating or attempting to violate these Terms of Use.

## Account and Password

In the course of your use of the Site and our provision of the Services, we may be provided with certain of your personal and confidential information (such information referred to hereinafter as “User Information”). Our information collection and use policies with respect to the privacy of such User Information are set forth in the Site’s Privacy Policy, located on the Login page, which is incorporated herein by reference for all purposes. You acknowledge and agree that you are responsible for the accuracy and content of all User Information.

When you enroll to be able to use the Site, you will be issued an account which will have an assigned user name and password. You are responsible for maintaining the confidentiality of your user name and password. You are solely responsible for all transactions, communications, and acts or omissions that occur through the use of your user name and password by you or any person or entity using a password provided to you, whether or not such access or use has been authorized by you. You agree to ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account. We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision. If you believe that someone has accessed your account on the Site without your authorization, you should immediately contact us using the Contact Us feature on the Site or an available voice response system.

## Third Party Service Provider

We may use third party service providers (“Third Party Service Providers”) to provide certain content or Services with or without notice to you. We may also change Third Party Service Providers from time to time and at any time with or without notice to you. You consent and authorize us to delegate the authorizations you provide to us to Third Party Service Provider(s) as we deem necessary or desirable to provide the Services.

## Copyrights and Trademarks

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## Purpose of Content and Tools

The content and tools that are available on the Site are for information and education purposes only. The information and tools available to you on the Site are not providing legal, tax, investment, financial or other advice. The economic modeling and forecasting features offered on the Site are for illustrative purposes only and are not necessarily indicative of future results. Any projections resulting from these features are based in part on estimates and assumptions that may or may not come true. YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. You are solely responsible for any decisions that you make based upon your evaluation of the information and use of the Services on the Site. Neither we nor any Third Party Service Provider will have any responsibility or liability to you based upon your use of the Site or Services, including without limitation any decisions that you make utilizing the Site or Services.

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## Limitation of Liability

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## Links to Other Web Sites

The Site may provide links to other Web sites that we think might be of interest to Users ("Linked Sites"). Links to other sites are provided only as a convenience to Users of the Site. When you click on one of these links, you will be interacting with a third party's Web site. These Linked Sites and their providers are not controlled by us, and we are not responsible for the contents, services or the operation of any Linked Site. The inclusion of a link to a Linked Site does not imply any endorsement of such site. We have no responsibility for the information, content, products, services, advertising or other materials which may or may not be provided by or through a Linked Site. We encourage you to read the terms of use and privacy statements of these Linked Sites as their policies may differ from those of the Site.

## Protecting Your Information

We utilize reasonable security technologies to protect confidential information. However, the security of this information depends on, among other things, the security of your computer and the network it may be on, the security you use to protect your confidential information, the security provided by your Internet access services provider, the security of the means of transmission of data through the Internet and, more generally, on the effectiveness of the security technologies that are used to protect your confidential information. Although we take reasonable security precautions regarding information transmitted to and stored on the Site, due to the open nature of the Internet, we cannot guarantee that any information stored on our servers, or transmitted to or from a User, will be free from unauthorized access, and we disclaim any liability for any theft or loss of, unauthorized access or damage to, or interception of any data or communications. By using the Site, you acknowledge that you understand and agree to assume these risks.

If you contact us by e-mail, you should be aware that e-mail transmission might not be secure. A third party could view information you send by e-mail in transit. We will have no liability for disclosure of your information due to errors or unauthorized acts of third parties during transmission. We encourage you to use the "Contact Us" feature of the Site instead of contacting us by e-mail.

If you are requested to send us any sensitive personal information, such as your account number, password or pin number, in an e-mail or on a Web site or otherwise, and you are uncertain whether such request is authorized by us, please do not hesitate to ask the service center.

In the unlikely event that we believe that the security of your personal information in our possession or control may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we will endeavor to do so as promptly as possible under the circumstances, and, to the extent we have your e-mail address, we may notify you by e-mail. You consent to our use of e-mail as a means of such notification.

## Modifications to the Site and the Services

We may terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Site or restrict your access to part or the entire Site without notice.

## Miscellaneous

These Terms of Use constitute the entire agreement regarding the Site and any Services, and supersedes all prior or contemporaneous communications, whether electronic, oral or written between you and us with respect to the Site or the Services. The Site is operated from our offices in the United States of America. These Terms of Use are governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. If a court determines that any term or condition in these Terms of Use is illegal or unenforceable, then such term will be eliminated and the remaining terms and conditions will remain in force and effect. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.