

# **WEBSITE TERMS & CONDITIONS**

Client Service (800) 248-8447 | Info@IRAServices.com

This statement of Website Access Terms and Conditions contains the terms that govern your use of the IRA Services Trust Company (IRA Services Trust) online site and services. By using the website IRAServices.com or any other site owned and provided by IRA Services Trust you explicitly agree to be bound by these terms and conditions.

## 1. PURPOSE OF SITE

Our purpose in providing this Internet website is to provide visitors with access to educational information on IRA Services Trust products and services. Additionally, the website provides secure online account access for IRA Services Trust's clients and their authorized representatives.

## 2. SECURITY OF INFORMATION

- IRA Services Trust has used the following security methods for client account access.
- Unique ID—Clients and their authorized representatives are provided with a unique identification code with which to login into the website. The ID is the account number and should not be provided to other parties or persons not authorized by you to have access to this site.
- Password—You will be provided with a unique randomly generated password that will give you initial access to your eligible accounts. When you log on for the first time, you will be required to change your password. You will also be required to establish three personal questions and answers that you must answer should you lose your password and need to be issued a new password. IRA Services staff DO NOT know your questions, answers, nor password.
- Security Techniques—In addition to the items above, security is further enhanced by the use of the industry standard SSL (Secure Sockets Layer) security method that encrypts your account information when it is transmitted over the Internet. It uses the highest degree of Internet security presently available.

#### 3. ACCESS TO YOUR ACCOUNTS

You must authorize IRA Services Trust to provide access to your eligible accounts by completing the Internet Access Request and sending it to IRA Services Trust as described on the form. You may remove your authorization by providing written instructions to that effect at IRA Services Trust Company, PO Box 7080, San Carlos, CA 94070, or by email to passwordsupport@IRAServices.com. You may view your account information, including balances, transactions, tax information and investor profile at this website. You will generally be able to access your account information seven days a week, twenty-four hours per day. There may be times when the service is not available due to system maintenance or circumstances beyond our control. If you need information about your account at these times, call our customer service center at (800) 248-8447 during regular business hours.

## 4. LIABILITY

IRA Services Trust Company, including its directors, officers, employees, agents and other related persons, is not liable for any losses or damages arising from your use of the website. This includes those instances where IRA Services Trust has exercised reasonable care, in instances where it does not have direct control of any situation which causes the website to be unavailable for any extended period of time. Further, losses or damages may arise without limitation in connection with mechanical equipment failures, electronic equipment failures, communication systems interruptions/failures, data processing failures, unauthorized access to any facility including the Internet, operator errors, thefts, natural disasters, labor problems, war, military or governmental action or inaction, electronic systems not controlled by IRA Services Trust (such as the Internet or telephone lines). The use by you of electronic systems not controlled by IRA Services Trust will not be responsible for the security of, and the resulting losses from, the transmission of data on any systems not controlled by them.

Indemnification—Except to the extent that we are liable under the terms of this agreement or any other agreement between you and IRA Services Trust, or any law applicable, you agree to hold us, our directors, officers, employees, agents and other related persons harmless from all losses, liability, demands, judgments, claims and expenses from your use of the website and the Internet services we provide. You provide the indemnification regardless of whether our claim is against you or your authorized representative.

**Use of Third Parties**—Except as provided in applicable law, neither we nor our service providers or other agents and related persons shall be liable for any loss or liability from the failure of your equipment, your software or your access to the Internet provided by you, your Internet access provider or any other third party.

IRA SERVICES TRUST COMPANY AND ITS REPRESENTATIVES DO NOT OFFER TAX, LEGAL OR INVESTMENT ADVICE, DO NOT SELL INVESTMENTS, DO NOT EVALUATE, RECOMMEND, OR ENDORSE ANY ADVISORY FIRM OR INVESTMENTS. INVESTMENTS ARE NOT FDIC INSURED AND ARE SUBJECT TO RISK, INCLUDING THE LOSS OF PRINCIPAL. CLIENTS ARE ADVISED TO PERFORM OR FACILITATE THEIR OWN DUE DILIGENCE WHEN INVESTING. THE INFORMATION CONTAINED HEREIN DOES NOT CONSTITUTE LEGAL OR TAX ADVICE AND SHOULD NOT BE CONSTRUED TO APPLY TO ANY INDIVIDUAL PERSON OR SITUATION. EACH PERSON SHOULD CONSULT WITH HIS OR HER OWN PERSONAL TAX ADVISOR, FINANCIAL PLANNER, ATTORNEY OR ACCOUNTANT WITH RESPECT TO SUCH INDIVIDUAL'S SPECIFIC SITUATION AND SHOULD NOT RELY UPON THIS INFORMATION WITHOUT SUCH CONSULTATION.

#### 5. TECHNICAL SUPPORT

IRA Services will provide technical support during the hours of 7:00 AM to 5:00 PM Pacific Time Monday through Friday excluding holidays. You may call us at (800) 248-8447, or you may send an email to info@IRAServices.com.

#### 6. OTHER TERMS

- Termination—IRA Services Trust Company may terminate your access to the IRA Services Trust Company's website in whole or in part at any time, unless otherwise required by law.
- Changes—We may change the terms of the Agreement from time to time and at any time. Such changes will be updated to this Agreement on the website within thirty (30) days of any change.
- Notifications— Unless required by applicable law, any notice we are required to provide to you in writing, may be provided to you, at our discretion, electronically to your current email address in our records.
- · Governing Law—This agreement shall be governed by the laws of the State of South Dakota.
- Entire Agreement—This agreement, Internet Access Request, and any other disclosures or documents that we provide to you from time to time constitute the entire agreement and is the only agreement between you and IRA Services regarding this service.

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