## **Terms of Use**

The following terms of use apply to this Website (as defined below) and all of the applications which you are permitted to access via this Website.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE, INCLUDING THE APPLICATIONS WHICH YOU CAN ACCESS VIA THIS WEBSITE (collectively this website and the associated applications which you can access via this website shall be referred to as "Website"). By using this Website, you signify your assent to these terms of use. If you do not agree to these terms of use, please do not use the Website. SEI Investments Company together with its wholly-owned direct and indirect subsidiaries (SEI) reserves the right, at our discretion, to change, modify, add or remove portions of these terms at any time. Please check these terms periodically for changes.

## **No Warranty**

SEI created this Website for the convenience of our Internet visitors. The information (including text, graphics, and functionality) is presented 'As Is' and 'As Available' without express or implied warranties including, but not limited to, implied warranties of non-infringement, title, merchantability, and/or fitness for a particular purpose. SEI expressly disclaims any liability for errors and omissions regarding the information and materials contained in the Website. Due to the nature of the Internet, SEI cannot guarantee the confidentiality, accuracy or completeness of the information contained in this Website, information provided via this Website, or its suitability for any purpose. Further, although SEI makes reasonable efforts to avoid technological problems, SEI is not responsible for any technological problem with the Website or with anyone's use of the Website, and will not be liable for any impact these problems may have on users.

# Copyright

The entire content (including text and 'look and feel' attributes) of this Website is copyrighted by SEI Investments Developments, Inc., or other third party providers or otherwise constitutes the exclusive confidential and proprietary intellectual property of SEI. Any commercial use (except for Separately Licensed Third Party Code as defined below) of such content requires the written permission of SEI, which consent may be withheld in our sole discretion. All rights reserved.

## Viruses

Because of the marked increase in the fabrication and proliferation of computer viruses affecting the Internet, SEI wants to warn you about infections or viral contamination on your system. It is your responsibility to scan any and all downloaded materials received

from the Internet. SEI is not responsible or liable for any damage or loss caused by such hazards.

## Linked Websites / Frames / Use

This Website may provide links to other websites for your convenience in locating related information and services. SEI does not maintain any of these other websites and has no control over the organizations that maintain these websites or the information. products, or services these organizations provide. Although SEI believes that the information from these organizations is reliable, we cannot guarantee their accuracy, completeness or suitability for any purpose. Accordingly, SEI expressly disclaims any responsibility for the content of these other websites, the accuracy of the information on these websites and/or the quality of products or services provided by the organizations that maintain them. SEI does not recommend or endorse these organizations or their products or services in any way and access to them is at the user's own risk. You are prohibited from linking to this Website from any other website, from framing any of the materials on this Website, and/or from suggesting any affiliation or endorsement between us, without our prior written authorization. You may print copies of the material contained in this Website solely for your internal use in connection with the services provided to you by SEI and solely in accordance with these terms and conditions. You are expressly prohibited from selling; distributing; copying, amending; modifying; posting; transmitting; uploading; or similar action regarding the material in this Website including: graphics; text; content; logos or the like. Further, you are prohibited and will be responsible for any and all of your unlawful use of this Website.

# Responsibility for Use and Control of Passwords and Client Information

If applicable, by requesting and establishing a personalized password, you will have access to the Website and the tools and information available through this Website and SEI hereby grants you a limited right to use the Website and such tools and information, which right SEI may revoke at any time. You acknowledge that in order to use this Website, you may provide SEI with non-public personal information and other financial information about your current or potential clients ("Clients"). In such event, this information will be stored by SEI and available to you through the Website. You hereby represent that you have all required permission to provide SEI with this information and will be solely liable and shall indemnify SEI for any claims that you did not have such authority. You further acknowledge that you are fully responsible for the use of your password and you shall indemnify SEI and hold SEI harmless for any claims related to any unauthorized access or use of the Website or other SEI systems, including, without limitation, any claim related to the unauthorized access, use or theft of your Clients' information through the use of your password.

You agree to immediately notify SEI if you become aware of any of the following: (a) loss or theft of your password; (b) unauthorized use of your password or any unauthorized use of this Website; and (c) any other information which you believe compromises the security of your Client information available through this website.

## **Online Fraud Advisory**

SEI will never send emails that require customers to send personal information to us via email, website link or pop-up windows. Any unsolicited request for SEI account information you receive through emails, Web sites, or pop-up windows should be considered fraudulent.

Online fraud occurs when someone poses as a legitimate company to obtain sensitive personal data and then illegally conducts transactions on your existing accounts. Often called "phishing" or "spoofing," the most pervasive methods of online fraud are emails, counterfeit Web sites and pop-up windows, or any combination of these.

Fraudulent emails often:

- Appear to be from a legitimate, trusted source. You should not rely on the name or address in the "From" field, as this can be easily altered.
- Ask you for personal information. These emails often claim that your information has been compromised or frozen, or ask you to confirm your identity.
- Link to counterfeit Web sites. These sites may appear legitimate, but actually collect personal information for illegal use. They may also include a link to the real website in an attempt to make the link seem legitimate.
- Contain fraudulent phone numbers. These telephone numbers are usually tied directly to the fraud perpetrators. Never call a number featured on an email you suspect is fraudulent, and be sure to double-check any numbers you do call. In addition, a legitimate number may be included in an attempt to authenticate the email.

To help protect yourself from these fraudulent emails and Web sites:

- Never provide sensitive account or personal information in response to an email.
- Delete suspicious emails without opening them. If you do open a suspicious email, do not open any attachments or click on any links it may contain.
- Bookmark any sites that house personal account information and use those bookmarks to navigate directly to those sites.
- Install and regularly update virus protection software.
- Keep your computer operating system and Web browser current.

#### **Changes to Website**

SEI may change the Website or update material without notice. While SEI may make reasonable efforts to keep the site information accurate, SEI is not obligated to update or correct information within any specified time period. SEI is not responsible for information provided by third parties, whether the information is part of this Website, is in any linked website, or is information about us that is provided on any website other than this one.

# **RSS Feeds**

Via the Website you may have access to SEI's standard RSS reader, which could allow you to add RSS feeds to the Website. If applicable, and if you elect to add any RSS feed for access on the Website, you hereby agree as follows: (1) you will comply with all terms of use and other terms and conditions applicable to the RSS feed and/or content accessed via that RSS feed; and (2) you will defend, indemnify and hold SEI harmless from and against any and all claims, damages, costs and expenses (including, without limitation, reasonable attorney's fees) (collectively, "Losses") arising out of or relating to your use or access of an RSS feed or the content accessible via such RSS feed, including without limitation, your violation of any terms or conditions applicable to the RSS feed or content accessed via that RSS feed. Further, you acknowledge and agree that if SEI deems in its sole discretion that any RSS feed you have attempted to add or have added to the Website is objectionable or otherwise inappropriate, SEI may remove the RSS feed from the Website. Notwithstanding the foregoing, SEI assumes no responsibility to monitor RSS feeds added to the Website and SEI's election to not remove an RSS feed from the Website shall not be construed as SEI's acceptance of such RSS feed or the content accessible via such RSS feed. SEI may suspend or eliminate access to the RSS reader function of the Website at any time.

# Privacy

Please refer to our Privacy Statement.

# Limitation of Liability

Under no circumstances including, but not limited to, negligence, shall SEI be liable for any direct or indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the materials in this Website, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall SEI's total liability to you for all damages, losses, and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you, if any, for accessing this Website. You are solely responsible for your decision to use and your use of this Website. You shall indemnify and hold SEI harmless from and against any and all claims, damages, liability and/or costs relating to your or your agents use of this Website.

#### Jurisdiction

The laws of the Commonwealth of Pennsylvania govern this Website in all respects. Any disputes or actions shall be initiated and resolved through Pennsylvania courts. You must destroy all materials or copies of materials obtained from this Website upon termination.

#### Age and Responsibility

You represent that you are of sufficient legal age to use this Website and to create binding legal obligations for any liability you may incur as a result of the use of this Website. You agree that you are financially responsible for all uses of this Website by you and those using your login information, including any data aggregation service providers that you have authorized to access your data.

#### **Termination of Access**

SEI reserves the right to terminate, without prior notice to you, your access to this Website in our sole discretion, including without limitation, for overuse or abuse of this Website.

## Feedback

While we appreciate hearing from our valued customers, to avoid any misunderstandings, please understand that anything that you send to us, including ideas, suggestions, proposals, etc., will become our property without any right of compensation and you hereby waiver any claim therefore.

# **Third Party Code**

The Website may contain third party code. SEI may provide certain notices to you in program documentation or "readme" files in connection with such third party technology. Third party code will be licensed to you under separate license terms ("separate terms") and not under the terms of your direct written agreement with SEI, if such a direct written agreement exists ("Separately Licensed Third Party Code"). Your rights to use such Separately Licensed Third Party Code under the separate terms are not restricted in any way by your direct agreement with SEI, if such direct written agreement exists. A copy of the licenses for the Separately Licensed Third Party Code can be found at <u>Open Source Terms & Conditions</u>