

*The Terms of Use was updated on April 3, 2017.*

## Votaire.com Terms of Use (“Agreement”)

### About Votaire™

Votaire, LLC (hereinafter “Votaire”, “we”, “us” or “our”) provides retirement income planning guidance. Our tools are intended to help users get the most from the money they have saved for retirement. We do this by applying our proprietary algorithms to users’ particular circumstances. Votaire is a Delaware Company headquartered in Indianapolis, Indiana. Votaire provides neither discretionary nor non-discretionary investment advice. We are not a registered investment adviser.

### Agreement and Acceptance of Terms

This Terms of Use Agreement, along with any exhibits, disclosures, addendums or amendments hereto, as the same may be amended or modified from time to time constitutes an agreement between you (“you”, “your”, “user” or “client”) and Votaire and/or its affiliates which sets forth the terms and conditions applicable to your access and use of our website located at [www.votaire.com](http://www.votaire.com), or Votaire’s employer-specific websites or through our web-based or mobile applications and our other services that we offer to you through Votaire or companies affiliated with Votaire (each, a “Service”). Some of our Services are provided through Votaire and others through companies affiliated with Votaire.

Your use of Votaire and Votaire’s Services is subject to our [Privacy Policy](#) which addresses how we gather, use, disclose and manage your personal information.

Please read this Agreement and our [Privacy Policy](#) carefully.

By accessing or using Votaire or any Votaire Services, you understand and agree to be bound by the terms and conditions of this Agreement and the Privacy Policy as they may be amended from time to time in the future. If you do not agree to this Agreement, then you may not use the Services. You also agree that:

- You are able to enter into legally binding contracts, and you agree that this Agreement legally binds you in the same manner that a signed, written, paper contract does. You may not use Votaire or any Votaire Services in any manner or attempt to access Votaire or any Votaire Services if you are not willing to be bound and abide by this Agreement.
- We are not responsible for the financial or other products and services or for the accuracy of the data obtained from third-party sites that are displayed or reported through Votaire or any Votaire Services.
- While the Services provided by Votaire may provide significant assistance in helping you manage your finances, you should consult with a professional financial adviser before making investment decisions or deciding on significant changes to your personal financial strategy.

- We reserve the right to change or modify this Agreement or our [Privacy Policy](#), or modify or discontinue any portion of the Services or features and functionality provided through Votaire, from time to time. If we decide to change this Agreement or our Privacy Policy, we will post such changes on the website, and such changes will be effective at such time. We reserve the right to modify or temporarily discontinue your access to Votaire or a portion thereof, or any Service, with or without prior notice to you. You agree that we shall not be liable to you or any third party for any modification of Votaire or Votaire Services, this Agreement, or your access to Votaire or Votaire Services.
- Votaire and Votaire Services are intended to be accessed and used only by individuals that have reached the legal age of majority in the jurisdiction where they are located, which may be 18 years or older, depending on the jurisdiction. You may not use or access Votaire or Votaire Services unless you have reached the legal age of majority in the jurisdiction where you are located.
- We reserve the right to email you regarding relevant information, including but not limited to website updates and changes to your account.

### Description of Services

Our goal is to provide the best possible retirement income guidance. To achieve this goal, we provide a number of unique Services. Each of these Services can be accessed via the Votaire™ website. The site consists of a landing page and various additional pages. Upon entering the landing page, you will be prompted to complete a sentence so we can produce high-level metrics which will be displayed on your main page. Once you complete the sentence you will arrive at your personalized dashboard. There, you have the ability to refine the metrics by inputting additional information related to 4 Categories: (1) Basics, (2) Healthcare, (3) Finances and (4) Goals.

The Services we provide include:

#### **Retirement Income Forecast (“Forecast”)**

The Forecast represents the sustainability of your retirement savings. We believe it is important to provide a concrete indication of how resilient your finances are to potential scenarios. Once you input your Expenses, you will see a Forecast. The more information you provide in the 4 Categories, the more refined your Forecast will be. Your Forecast will be accompanied by one of the following statements:

1. Your retirement forecast is stormy.
2. Your retirement forecast is cloudy.
3. Your retirement forecast is partly cloudy.
4. Your retirement forecast is bright.

#### **Retirement Cash Flow**

Through the application of our proprietary algorithm, we are able to show you income and expense numbers. This number will account for variability in market returns, your healthcare costs, estate planning goals and other priorities. If you

choose to use our Account Aggregation feature (see below), your income number will automatically update as you spend more or less than the suggested amount (so that the suggested withdrawal amount for the next year responds to your actual spending) and when there are changes in the market value of aggregated accounts.

### **Account Aggregation**

If you wish, we are able to link your financial accounts, including but not limited to 401(k), IRA, brokerage and bank accounts, to Votaire. This allows us to efficiently track your financial picture and thus update your information and strategies regularly. Votaire™ has partnered with one of the leading account aggregation technology firms, to enable this secure technology.

### Cost of Service

Your use of the Votaire platform is enabled by an agreement between Votaire and your employer.

### Data Integrity and Confidentiality

Please see our [Privacy Policy](#)

### Pending Patents and Trademarks

### Governing Law

This Agreement and any Services provided hereunder will be governed exclusively by the laws applicable in the State of Indiana. You irrevocably and unconditionally consent to submit to the exclusive jurisdiction and venue of the state courts in Marion County, Indiana or federal court for the Southern District of Indiana with respect to any dispute or litigation arising under this Agreement or as the result of any Services.

### Indemnification

You agree to indemnify, defend and hold us and any of our affiliates, licensors and agents, and all of their officers, directors, employees, agents, information providers and licensors harmless from and against any and all third-party claims, damages, liability and costs (including attorneys' fees and costs) incurred by any of these parties that arise out of or are caused by your use of our Services, your violation of this Agreement, your infringement of any intellectual property rights, or violation by any user of your Account (an "Account" is created once you sign up by entering your first and last name, email and password). In the event that there are third party claims against you for which you properly seek damages from us under this Agreement, or we are subject to any claim for which we have the right to be indemnified by you, we reserve the right at our expense in the case of claims by third parties against you, and at your expense in the case of claims for which we have the right to be indemnified by you, to assume the exclusive defense and control of any such claim, and you agree that in any event no such claim can be settled without our written consent.

### Disclaimer of Representation and Warranty; Disclaimer of Liability

Notwithstanding anything in this agreement to the contrary, Votaire™, its licensors and agents represent that the Votaire Services and the site are provided “as is” and “as available” without warranty of any kind. Votaire, its licensors and agents assume no responsibility for errors or omissions made by you, or errors or omissions in the content, information or other data and documents which are referenced by, linked to or provided by or through the Services and/or the website. Votaire, its licensors and agents expressly disclaim all warranties of any kind regarding the Services and all information, products and other content included in or accessible from the Services, whether express or implied. Without limitation, Votaire disclaims the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Your use of the Services and all information, products and other content (including that of third parties) included in or accessible from our site is at your sole risk.

Without limiting the generality of the foregoing, Votaire, its licensors and agents will not be liable for the accuracy or reliability of any data, information or content, for any service interruptions, or for any failure or delay resulting from any acts of force majeure or acts that are otherwise outside of Votaire’s or its licensors’ or agents’ reasonable control, or any internet or telecommunications failure or your inability to access the Services or the website. Nor can Votaire or its affiliates, licensors or agents guarantee the complete security of the Services or the website, that the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations or that any errors in the technology will be corrected. You agree that any downloads of content or materials related to the Services or the website is done at your own risk and you are solely responsible for any damage to your computer/system or loss of data that results from the download of or access to any such materials. In addition, we cannot always anticipate technical or other difficulties with the Services, either presently or as which may result in loss of data or settings. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

Neither Votaire™ nor its content providers shall be responsible for investment and other financial decisions, damages, or other losses resulting from use of this website. Neither Votaire nor its content providers shall be considered an “expert” under the Securities Act of 1933. Neither Votaire nor its content providers shall be considered an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. Neither Votaire nor its content providers warrant that this website complies with the requirements of the Financial Industry Regulatory Authority, the Securities and Exchange Commission or any similar organization or regulator or with the securities laws of any jurisdiction.

#### Limitation of Liability

To the maximum extent permitted by applicable law, the liability of Votaire, its affiliates, licensors and agents to you shall not exceed one hundred U.S. dollars (\$100). Votaire, its licensors and agents shall not in any event be liable for any special, incidental, indirect or consequential damages of any kind or for damages measured by lost profits or for damages for lost opportunity, loss of goodwill, loss of use, loss of data or other intangible

or speculative losses, even if Votaire has been advised of the possibility of such damages, resulting from the use or inability to use the Services or the website; the cost of substitute goods or services; any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Services; unauthorized access to or alteration of your transmissions or data, statements or conduct of anyone related to the Services; the performance or non-performance of any third party account provider site, even if the provider has been previously advised of the possibility of such damages; or any provider or third party website, or any other matter relating to the Services or the website. Some jurisdictions do not permit the limitation or exclusion of certain categories of liability, so some of the above limitations may not apply to you.

Votaire's Services may be available through a mobile device, internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms your agreement with your mobile device and telecommunications provider. Votaire makes no warranties or representations of any kind, express, statutory or implied as to: (i) the availability of telecommunication services from your provider and access to the Services at any time or from any location; (ii) any loss, damage, or other security intrusion of the telecommunication services; and (iii) any disclosure of information to third parties or failure to transmit any data, communications or settings connected with the Services.

#### Change in Terms

We may revise this Agreement at any time, and therefore we suggest that you check this Agreement from time to time. We may notify you of any changes at the e-mail address associated with your Account and you agree to accept email communications, links to and/or our posting of any revised Agreement, and you agree that any of these means of our communicating a change in the Agreement constitutes adequate notice to you. Your continued access or use of any of the Services indicates your agreement to be bound by any such revisions.

#### Disclaimers

Neither we nor our Services give, offer or render tax or legal advice. Before making financial or investment decisions, we recommend that you contact an investment adviser, or tax or legal professional. You are responsible for reviewing and understanding the [Votaire™ Actuarial Disclaimer](#).

#### Waiver and Severability

We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.