

## TERMS AND CONDITIONS

**PLEASE READ THESE TERMS AND CONDITIONS OF USE (“Terms”) CAREFULLY BEFORE USING OR ACCESSING THE FINANCIAL WELLNESS MOBILE APPLICATION OR WEBSITE. By using or accessing any of our Content or Services you signify your acknowledgment and assent to the Terms set forth below. If you do not agree to these Terms, please do not use the Financial Wellness mobile application and website. We can revise these terms of use at any time by updating this posting, and your use after such change signifies your acceptance of the changed terms. Please check these terms of use periodically for changes.**

The words “we,” “us,” and “our” refer to ProManage, LLC (“ProManage”), a registered investment adviser, and its affiliates, agents and third parties. The words “you” and “your” mean you, the individual visiting or using our Financial Wellness mobile application, website or related services (collectively, “Services”), including any data contained therein. No more than one person is permitted on any Account with the Financial Wellness Service.

ProManage’s client, your retirement plan sponsor, contracted with ProManage to make these Services available to designated individuals. The Services were designed in consultation with our client and reflect decisions they made.

### **Disclosure Document – Brochure (ADV2A)**

ProManage’s disclosure brochure, ADV Part 2A Brochure (“ADV2A”) is available by clicking on the following link:

[ADV Part 2A Brochure](#)

As the brochure contains important information about ProManage and our various services including advisory services such as the ProManage *PROgram*<sup>™</sup> and *Vision*, you are strongly advised to review this document before using any Services.

**1. Acceptance of Terms.** Your use of ProManage’s Financial Wellness mobile application, Financial Wellness website, and other Services, are subject to the following terms and conditions which constitute an agreement (the “Terms”) between you and ProManage: (1) the Terms and Conditions (“TOS”) set forth below, (2) the Legal Notices (scroll below the Terms), (3) our disclosure brochure, ADV2A (see hyperlink above), (4) our Privacy Policy (<https://promanageplan.com/financialwellness/>) (including our HIPAA Privacy Statement); and (5) our Disclosure and Consent to Use Electronic Records and Signatures; (all of the foregoing are hereby incorporated into the Terms). Please read the Terms carefully before using these Services, as your use of any Services will signify your assent to be bound by all of the Terms and your acknowledgment and receipt of ProManage’s ADV2A disclosure brochure.

**2. Access and Registration.** In order to use ProManage’s Services, you need the equipment (e.g. cellular phone, router, etc.) necessary to connect to the World Wide Web (“Web”), and a connection suitable to access the Web (e.g. cellular phone service, Wi-Fi, internet service, etc.).

You are responsible for any fees associated with such connection or access (such as those charged by your cellular service provider, an Internet Service Provider or other online service). You will also need an appropriate computer, related equipment, and software (your “**Computer**”) to use the Services. Please review the Systems Requirements below and aforementioned Privacy Policy for additional information. You are responsible for establishing, installing, maintaining, and operating your Computer and Cellular Phone. ProManage is not responsible for any problems associated with your use of our Services which are caused by your Cell Phone and its service or your Computer, including any virus, malware or related problems associated with your use of ProManage’s Services on your Computer and Cellular Phone. You agree you will: (a) provide accurate and complete information when prompted to do so, including your e-mail address, and (b) maintain and update your information so it remains accurate, current and complete.

**3. Account Security.** To access the Services you will setup an Account (“**Account**”) and choose a User ID and Password. You are responsible for keeping your User ID and Password confidential. We recommend you use a very long complex password, memorize your User ID and Password and not give them to anyone. You are responsible for all activity occurring through use of your Account, User ID and/or Password. You agree to immediately notify us of any unauthorized use of your Account, User ID, or Password or any other breach of security. We will not be responsible for any loss to you arising from your failure to comply with the above.

**4. User Conduct.** You may only use our Services and related data for your own personal and non-commercial purposes. You agree that you will not use the Services to: submit, post, upload, or otherwise transmit any content (“**User Content**”) through the Services that is defamatory, libelous, abusive, tortuous, harassing, vulgar, obscene, or otherwise indecent; submit, post, upload or otherwise transmit any User Content that infringes or otherwise violates the rights of any third party, including without limitation privacy rights and proprietary rights; submit, post, upload or otherwise transmit User Content that contains viruses, corrupted files, malware, or any other similar software or programs that may damage the operation of another’s computer; advertise or offer to sell any goods or services for any commercial purpose; impersonate, or otherwise misrepresent your affiliation with, any other person or entity; falsify or delete any attributions, legends, or other proprietary designations of the origin or source of software or other content appearing on the Services or contained in any link or file that is uploaded; collect or store personal data about other members or users; attempt to gain unauthorized access to the Services or Content; use any spider, scraper, robot or other automated tool, program or methodology to gain access or monitor the Services, related services or User Content; or violate any applicable local, state, federal, or international law or regulation.

**5. Copyright; Restrictions on Use.** Certain ProManage content provided via the Services (“**Content**”), including information (“**Third Party Data**”) provided by third parties (“**Data Providers**”) and the technology underlying the Services (“**Software**”) are protected by copyrights, trademarks, service marks, patents, or other intellectual property and proprietary rights and laws. The Data Providers retain their ownership rights in the Third Party Data. ProManage owns all right, title and interest in and to Services, Content and Software. You acknowledge that the Services, the Software, and any underlying technology used in connection with the Services contain proprietary information of ProManage. You may not (a) copy, duplicate, reproduce (except as stated below), publish, distribute, create derivative works of,

modify, adapt, translate, rent, sublicense, assign, loan, sell, transfer, network, display to third parties (other than family members or your advisers not competing with us) or (b) transmit, compile or collect in a database, or in any manner commercially exploit any part of the Services or Content. You must abide by all copyright notices, information, or restrictions contained in or attached to any Content or portion thereof. Neither the Terms nor any other agreement pertaining to your use of the Services limits any of our rights under trade secret, copyright, patent or other laws.

ProManage reserves the right, without prior notice and at their sole discretion, to remove any User Content that is inappropriate or in violation of the Terms.

**6. Trademarks.** Third party trademarks, service marks, logos, and trade names appearing on the Services are the property of their respective owners.

**7. E-mail Address and Consent to Use Electronic Delivery.** If necessary, we will contact you at the e-mail address you have provided. You agree you will update and correct your e-mail address via the Services immediately to maintain the accuracy of that primary means of contact. You have already reviewed and agreed to the Disclosure and Consent to Use Electronic Records and Signatures which is hereby incorporated into the Terms. Please refer to that document for specifics including how you may withdraw your consent. An e-mail may direct you to a document on the Services. We may provide you with automatic reminders from time to time. You agree that such communications will serve as effective delivery when sent by us even if you don't receive it in a timely manner or at all. You understand and agree that some reminders or other communications may be delayed due to various factors; while we may through reasonable efforts provide reminders or other communications, we cannot guarantee delivery or timeliness of any communication. You agree you will not make any claims against us if you do not receive any communications, including but not limited to notifications about available updates to ProManage's ADV2A which we may send to your e-mail address.

Even though you consent to electronic delivery of communications, you may request a paper copy of ProManage's ADV2A by mailing your request to us at the address listed on the Disclosure and Consent to Use Electronic Records and Signatures. Please note: By revoking that consent the full functionality of the Services will not be available to you.

**8. Changes to Service or Terms.** We may modify, suspend or discontinue any portion of the Service, at any time, with or without notice. We reserve the right to modify the Terms at any time. If we make any material changes we will attempt to notify you using the contact information you have provided to us, via your account or the Services, or by means of posting an updated version of the Terms on our website. You agree to review the Terms (including the Privacy Policy) periodically so that you are aware of any modifications. Any modifications to the Terms will be effective upon our posting or notification of the new terms, and your continued use of or registration with the Services shall be deemed your acceptance of the modified Terms. If you do not agree to any part of the modified Terms, then you must terminate your Account and stop accessing the Services.

**9. Failure to Comply with Terms.** You acknowledge and agree that we may suspend or terminate your Account and deny you access to, use of, or submission of all or part of the

Services or Content, without prior notice, if you engage in any conduct that we believe, in our sole discretion: (a) violates any term or provision of the Terms, (b) violates our rights or the rights of others, or (c) is otherwise inappropriate for continued access and use of the Services. You agree that upon termination of access, we may, but we are not required to, delete all information related to your Account and may bar your further access to your Account.

**10. Links.** The Services contain links to Web sites, services provided by your plan sponsor, or services operated by third parties. ProManage is not responsible for (and under no circumstances shall be liable for) the content of these Web sites or services, any links provided by them, or for your transactions with them. Use of such Web sites or services is at your own risk. Inclusion of links to such Web sites or services does not imply any endorsement of the material on such Web sites or Services by us. You should fully review all disclosures and information on those services and provided on those Web sites before making any decisions.

**11. Termination.** You may discontinue accessing the Services at any time. The Terms will continue to apply to all past use of the Services by you, even if you are no longer using them. We may terminate your use of any or all of the Services at any time.

**12. Disclaimer.** THE SERVICES MAY CONTAIN OPINIONS, STATEMENTS, RECOMMENDATIONS, AND INFORMATION FROM THIRD PARTY INDIVIDUALS AND ORGANIZATIONS. PROMANAGE DOES NOT ENDORSE OR MAKE ANY REPRESENTATIONS AS TO THE ACCURACY, TIMELINESS, COMPLETENESS OR CREDIBILITY OF ANY SUCH OPINION, STATEMENT, RECOMMENDATION OR OTHER THIRD PARTY CONTENT CONTAINED IN, UPLOADED TO, OR DISTRIBUTED THROUGH THE SERVICES. YOU ACKNOWLEDGE THAT YOU WILL RELY ON ANY SUCH OPINIONS, STATEMENTS, RECOMMENDATIONS, INFORMATION, AND CONTENT SOLELY AT YOUR OWN RISK. THE SERVICES, SOFTWARE AND THIRD PARTY DATA ARE PROVIDED TO YOU "AS IS" WITH NO WARRANTY. NEITHER PROMANAGE NOR ANY DATA PROVIDER PROVIDES ANY WARRANTIES AS TO THE ACCURACY, ADEQUACY, QUALITY OR FITNESS, TIMELINESS, NON-INFRINGEMENT OR TITLE OF ANY THIRD PARTY INFORMATION OR INFORMATION PROVIDED BY YOU FOR A PARTICULAR PURPOSE OR USE, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. PROMANAGE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO: THE AVAILABILITY OF TELECOMMUNICATIONS SERVICES OR CONNECTIONS FROM YOUR PROVIDER; ANY LOSS, DAMAGE OR UNAUTHORIZED ACCESS OF THE TELECOMMUNICATIONS SERVICES; OR FAILURE TO TRANSMIT ANY DATA; DISCLOSURE OF INFORMATION TO THIRD-PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROMANAGE AND ITS SUPPLIERS AND DATA PROVIDERS, DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND ALL CONTENT, AND ANY SOFTWARE OR THIRD-PARTY'S SOFTWARE, AND ALL INFORMATION DERIVED FROM THEM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, EVEN

THOUGH PROMANAGE MAY TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, MALWARE OR OTHER DESTRUCTIVE MATERIALS TO THE SERVICES, PROMANAGE DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES OR CONTENT CONTAINED IN THEM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICES OR SOFTWARE OR SENT BY PROMANAGE TO YOU IS FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT CASE, ANY IMPLIED WARRANTIES WILL END NINETY (90) DAYS AFTER YOU FIRST USE THE SERVICES OR SOFTWARE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**13. Limitation of Liability.** YOU UNDERSTAND THAT IN NO EVENT WILL PROMANAGE OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS OR ANY DATA PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS REVENUE OR LOST PROFITS, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF: (I) YOUR USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE OR CONTENT OR OTHER SERVICES OR DATA, (II) YOUR RELIANCE ON ANY CONTENT, OR (III) ANY GOODS OR SERVICES ADVERTISED VIA THE SERVICES; EVEN IF PROMANAGE OR ANY RELATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PROMANAGE NOR ANY DATA PROVIDER SHALL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM (i) ANY INACCURACY OR INCOMPLETENESS IN, OR DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE DELIVERY OF THE DATA OR ANY OTHER INFORMATION SUPPLIED TO YOU THROUGH THE SERVICES OR SOFTWARE OR OTHER SERVICES OR (ii) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE CONTENT OR THIRD PARTY DATA. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**14. Indemnification.** You agree to indemnify, defend and hold harmless ProManage and its affiliates, officers, directors, employees, consultants, agents and licensors from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from your failure to comply with the Terms, your infringement or violation of any intellectual property or other right of a third party, your User Content, or from your violation of any applicable law.

**15. Applicable Law.** The Terms are entered into in Chicago, Illinois and governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of laws provisions, except to the extent federal law preempts Illinois law. Federal law governs copyright, patent, and trademark matters. This agreement will not be construed to be inconsistent

with any of the following, where applicable: Investment Advisers Act of 1940 as amended, any applicable rule or order of the SEC under the Investment Advisers Act, the Employee Retirement Income Security Act of 1974 (“ERISA”), or any applicable rule or order of the Department of Labor under ERISA. You agree that the proper forum for claims under the Terms will be the courts of the State of Illinois for the County of Cook or the U.S. District Court for the Northern District of Illinois, and you agree to submit to the jurisdiction of these courts. The prevailing party in any action will be entitled to recover reasonable expenses, including attorneys’ fees.

**16. Miscellaneous.** The Terms including the policies, disclosures and other documents referenced herein, constitute the entire agreement between you and ProManage, LLC. If any provision of the Terms is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the remaining provisions of the Terms shall remain in full force and effect. The failure of ProManage to insist upon or enforce strict performance of any provision of the Terms will not be construed as a waiver of any provision or right of ProManage. The Terms will inure to the benefit of ProManage and its successors and assigns.

T&C Last Updated 10/29/2020

## **LEGAL NOTICES:**

ProManage agrees to provide Financial Wellness Services to you through the Services in accordance with the Terms. Your retirement plan sponsor has retained ProManage, LLC as co-fiduciary to provide the ProManage *PROgram*™ to their plan participants. Your employee benefits provider (e.g. plan sponsor) has agreed for ProManage to make available the additional services of this Financial Wellness Service, as well as the optional *Vision* service for those who are eligible.

### **Financial Wellness Service**

The Financial Wellness Service is an Internet and mobile-based service that uses the information you (and, in some cases, your plan sponsor, plan administrator, recordkeeper, and third-party service) supply to provide you with an assessment of your Financial Wellness and suggestions for those plan participants who wish to advance certain financial wellness goals. The Financial Wellness Service provides information, education and suggestions related to:

- Developing an Emergency Fund
- Managing Credit Card and Other Debt (Debt Management)
- Personal and Property Insurance Coverage; and
- Progress Towards Retirement Savings

The Financial Wellness Service will use the information that you and your plan sponsor, plan administrator or other third-party service provider supply to assess your Financial Wellness and suggest areas on which you may choose to focus. Your use of the Financial Wellness Service is voluntary and optional. Accuracy of the data you input to the Financial Wellness Service could make a significant difference in the results you receive.

Not everyone may need all aspects of the Financial Wellness Service. For those who participate in the retirement savings plan and are eligible to use *Vision*, the online advice service, a retirement readiness indicator will be provided on a screen as part of the Financial Wellness

Service. You can obtain more information about that indicator in the Assumptions available on *Vision* (a separate website from the Financial Wellness Service).

There you can see how changes in your decisions about your specific retirement goal, such as how much you contribute or save toward the goal and the amount required for the goal, as well as investment risk, might affect your forecast. More information is available on the *Vision* website.

Ongoing ability to monitor: As long as you are authorized to log into the Financial Wellness Service, you may use the Financial Wellness Service as often as you like to track your progress towards your goals.

### **Your Responsibilities**

You agree to use the Financial Wellness Service according to this Legal Notice and the Terms. If you do not comply with the Terms, you will hold us, and if you are sponsored to use the Financial Wellness Service by your employer or other organization, the employer or organization harmless from any loss. You agree to use the Financial Wellness Service for your personal use only, not for commercial or business purposes.

The Financial Wellness Service is a framework to be used for assessing and advancing your Financial Wellness, but it is not a substitute for your own informed judgment. You may accept, reject or modify the suggestions the Financial Wellness Service will provide. You are responsible for reviewing your Account periodically to update changes in your assets, debt, and other financial indicators.

**You agree to provide complete and accurate information and to update your information when your personal or financial circumstances change. You consent to the transmission of your personal information to us by you and any service providers for your Account.**

### **Disclaimers and Limitations**

We do not and cannot guarantee your Financial Wellness or the future performance of your Account.

We do not promise that the strategy or tactics we suggest will be effective or profitable for your circumstances. The suggestions we may recommend are subject to various market, currency, economic, political, business and personal risks.

The Financial Wellness Service does not recommend allocations or investments for your retirement planning. Of the ProManage services offered by your plan sponsor, only the ProManage *PROgram*<sup>™</sup> and *Vision* address planning and investing for retirement.

We use reasonable care, consistent with sound industry practice, in providing the Financial Wellness Service. However, we do not guarantee that the Financial Wellness Service or any Content will be delivered to you uninterrupted, timely, secure, or error-free. (Read our Security Statement and Privacy Policy to learn about the security measures we use.) We cannot guarantee

that the actions of any third-parties involved in delivering Services to you will be uninterrupted, timely, secure, or error-free.

We will not be liable to you for any loss caused by:

- Our good faith decisions or actions, following your instructions.
- Any other person, not hired by us, who provides services for your Account.

*However, federal and state securities laws may impose liability under certain circumstances on persons who act in good faith. These Terms do not waive or limit your rights under those laws.*

We will not be liable for any losses that may be caused directly or indirectly by circumstances beyond our reasonable control.

**We Do Not Make Any Implied Warranties (Including Any Implied Warranties of Merchantability or Fitness for a Particular Purpose).**

**About our Agreement**

The term of this agreement begins when you log on to the Financial Wellness Service and may be terminated by you at any time. We may terminate these Terms if you do not comply with any of the Terms. You may terminate the Terms by not using the Financial Wellness website or mobile application. Following termination of the Terms, we will not have any obligation to make any suggestions or take any action for your Account. Your right to use the Services will cease upon termination. However, the termination of the Terms will not affect:

- The validity of any action previously taken,
- Liabilities or obligations for actions started before termination, or
- Any provisions of the Terms which by their nature or effect are required or intended to be observed after termination will survive the termination and remain binding, including limitations of liability, disclaimers, and indemnification.

**Contact Us**

You can contact us in person or by mail, courier or fax at:

ProManage, LLC  
130 E. Randolph Street, Suite 2825  
Chicago, IL 60601  
Fax: (312) 726-3097

**We will contact you at the e-mail address you have provided. You agree to notify us immediately if your e-mail address changes.**

We may monitor or keep records of your communications with us in order to monitor the quality of our service.



## **SYSTEM REQUIREMENTS:**

### Internet Browsers Supported

- Google Chrome
- Mozilla Firefox
- Safari (version 7 and above)
- Internet Explorer (version 11 and above)

Note: Beta and Release candidate software are NOT supported (this includes browsers and operating systems). If you have an issue with a beta version browser or operating system, please contact the manufacturer/developer.

### Mobile Operating Systems

- iOS
- Android

### Other Requirements and Information

The Financial Wellness website was designed to be viewed at a screen resolution of 720 x 1280 pixels on mobile devices and 1440 x 999 pixels on desktop computers.

## **Security**

Providing a secure online environment where you can safely access and enter personal account information is a high priority. Please see our [Privacy Policy \(https://promanageplan.com/financialwellness/\)](https://promanageplan.com/financialwellness/) for information regarding the collection, processing and protection of your personal information and other usage information such as use of cookies.

### **Entering a Wrong Password**

You get three (3) chances to enter your Password correctly, after which you will be denied access to personal account information for a period of 24 hours.

### **Informed Consent**

While we have taken measures to secure our Services, there is always a risk that data may be compromised. Even with reasonable precautions, no system accessing the Internet is impenetrable. Proceeding by accessing the Services implies acceptance of this risk.