



WEBSITE AGREEMENT

This Website Agreement (“Agreement”) sets forth and explains the terms and conditions governing your use of the CalABLE Account website. CalABLE operates as a Section 529A qualified ABL program established and maintained by the State of California through the California ABL Act Board which serves as Trustee. By enrolling in an account in CalABLE (“Account”) as a Beneficiary, or as the Authorized Legal Representative on behalf of a Beneficiary, (“Beneficiary”) or by accessing the Website you agree to be bound by this Agreement. Enrollment is deemed to have occurred as of such time that you click to accept the CalABLE Participation Agreement and this Agreement. IF YOU DO NOT WISH TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT ACCESS THE WEBSITE OR USE ANY OF THE SERVICES PROVIDED ON THE WEBSITE.

A Beneficiary is an “eligible individual” under 26 USC 529A. An individual is an eligible individual for a taxable year if, during that year, either the individual is entitled to benefits based on blindness or disability under Title II or XVI of the Social Security Act and the blindness or disability occurred before the date on which the individual attained age 26, or a disability certification meeting specified requirements is deemed filed with the United States Secretary of the Treasury. If the Beneficiary is not able to exercise signature authority over his or her CalABLE account or chooses to establish a CalABLE account, but not exercise signature authority, an Authorized Legal Representative may act on the Beneficiary’s behalf with respect to the account. The Authorized Legal Representative may be a parent or legal guardian of the Beneficiary, or may be a person granted a power of attorney by the Beneficiary authorizing such person to establish accounts and make investment decisions for the Beneficiary. The Authorized Legal Representative may neither have, nor acquire, any beneficial interest in the account during the Beneficiary’s lifetime and must administer the account for the benefit of the Beneficiary. Whenever an action is required to be taken by a Beneficiary in connection with an account it must be taken by the Beneficiary’s Authorized Legal Representative acting in that capacity.

The Website

The Website is operated by the Records Administrator for CalABLE for online user access to individual account information (“Account Information”) for CalABLE.

Modification of this Website Agreement

CalABLE reserves the right to change the terms, conditions, and notices contained in this Agreement, including but not limited to any charges associated with the use of the Website. You are responsible for regularly reviewing these terms and conditions. The information and materials contained on this Website are subject to change without notice to the user.

Disclaimers

The materials and services on this Website are provided “AS-IS” and “AS-AVAILABLE” and for information purposes only. CalABLE, the State of California, and their subcontractors and respective affiliates (hereinafter referred to collectively as “CalABLE”), TIAA-CREF, Tuition Financing, Inc., and its subcontractors and their respective affiliates (hereinafter referred to collectively as “the Contractors”), make no representations or warranties that the materials

are suitable for your needs, are complete, timely, reliable, or are free from errors, inaccuracies or typographical mistakes. CalABLE AND THE CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Where applicable law does not allow the exclusions of implied warranties, the aforementioned exclusions may not apply to you.

Certain Content from third parties may be made available as part of the Website or through links from the Website. Generally, these third parties have obtained such content from sources believed by them to be reliable. CalABLE and the Contractors make no representation with respect to, nor guarantee or endorse the accuracy, completeness, timeliness, reliability, suitability, or correct sequencing of any third-party content. Likewise, neither CalABLE nor the Contractors endorse, oppose or edit any opinion or analysis expressed by such third parties. You should refer to the policies posted on third-party websites regarding privacy and terms of service prior to using such websites. You understand that you bear all risks associated with the use of any third-party content accessible through the Website, including, without limitation, opinions, advice, statements and advertisements.

Use of the Website

Access to and use of any password protected or secure areas of the Website is restricted to Beneficiaries or their Authorized Legal Representatives only. You agree that you will not share your password(s), Account Information, or access to the Website with any parties other than the Program Manager and CalABLE. You are responsible for maintaining the confidentiality of your password and Account Information, and you are responsible for all activities that occur using your password or Account and/or as a result of your use or access to the Website. To help protect the confidentiality of your password and Account Information, you agree to log out of your Account whenever you are using a public computer. You agree to notify the Program Manager immediately of any unauthorized use of your password or Account. You agree that neither CalABLE nor the Contractors will be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. However, you could be held liable for losses incurred by CalABLE, the Program Manager or a third party due to someone else using your Account or password. You also agree not to access or use the Website in any manner that may damage, disable, unduly burden, or impair any of CalABLE's or the Contractors' networks or systems. You agree not to attempt to gain unauthorized access to any areas of the Website, or to interfere or attempt to interfere or gain access to CalABLE's or the Contractors' networks or systems. You agree not to attempt to interfere with services provided to any user, host or network, including, without limitation, via means of submitting a virus to the Website, spamming, crashing, or otherwise. You agree not to use any robot or spider, or any other automated means to access or use the Website or any CalABLE or Contractors' networks or systems. Refusal to abide by this or any other rules may result in termination of your account and civil or criminal penalties.

Limitation of Liability

IN NO EVENT SHALL CALABLE OR THE CONTRACTORS BE LIABLE TO YOU FOR DAMAGES OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER THAT MAY RESULT FROM YOUR USE OF OR INABILITY TO USE THIS WEBSITE OR THE MATERIALS OR SERVICES PROVIDED ON THIS WEBSITE OR THE PRODUCTS OR SERVICES RECEIVED FROM THIS WEBSITE. YOU AGREE THAT NEITHER CALABLE NOR THE CONTRACTORS SHALL BE LIABLE FOR ANY VIRUSES, WORMS, TROJAN HORSES, OR OTHER SIMILAR HARMFUL COMPONENTS THAT MAY ENTER YOUR COMPUTER SYSTEM BY DOWNLOADING INFORMATION, SOFTWARE, OR OTHER MATERIALS FROM OUR WEBSITE.

Ownership

All right, title and interest in and to the Website and content, including all of the pages, links, graphics, text, source code and other programs, routines, and other components of the Website (whether visible to or discernible to the user), are and shall remain the intellectual property and copyrighted works of CalABLE or the Contractors and/or their respective licensors, and are protected by United States and international copyright, trademark, and other laws. You may not use or frame any name, trademark, logo or other proprietary materials, including images posted on the Website, the content of any text or the design of any page, or form contained on a page, without CalABLE's prior express written consent. Except as provided in this Agreement, no content may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including without limitation, electronic, mechanical, photocopying, recording or otherwise without the prior written consent of CalABLE or the respective owner. You may electronically copy and print to hard copy content for non-commercial, personal use. Any other use is strictly prohibited. You may not use CalABLE or the Plan Manager's name, logo or other service marks for any purpose without their prior express written consent. Intuition ABLE Solutions is a service mark owned by Intuition ABLE Solutions, LLC.

Copyright in the Website (including the pages and in the screens displaying the pages) and in the information and material displayed or contained in the Website (including the arrangement of the material) is owned by their respective copyright owners. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Website.

Service Unavailable or Delays

Access to services may be limited, delayed, or unavailable during periods of peak demand, system upgrades or maintenance, or electronic, communication or system problems, or for other reasons. You understand and agree that neither CalABLE nor the Contractors will be liable to you if you were unable to access the Website.

Notice and Procedure for Making Claims Under the Digital Millennium Copyright Act

The Digital Millennium Copyright Act provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on this Website in a way that may constitute copyright infringement, you may provide notice of your claim to CalABLE's Designated Agent listed below.

CalABLE's Designated Agent is: TIAA-CREF Tuition Financing, Inc.

730 Third Avenue
New York, NY 10017

CalABLE's Designated Agent should be contacted **only** if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Website.

Miscellaneous

This Website Agreement is governed by the laws of California, U.S.A. without reference to its conflict of law provisions. As a condition of the use of the Website, you agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in California.

CalABLE and the Contractors' performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation or waiver of their rights to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by CalABLE or the Contractors with respect to that use.

If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. CalABLE or the Program Manager's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and CalABLE and the Program Manager with respect to use of the Website. This Agreement will be deemed to be enforceable as a signed writing as against the parties, and deemed an "original" and "in writing" when printed from electronic records established and maintained in the ordinary course of business. You may not assign your rights and obligations under this Agreement, in whole or in part, without CalABLE's prior written consent, and any such assignment without such consent will be null and void. CalABLE and the Program Manager may assign their rights and obligations under this Agreement, in whole or in part, without your consent. This Agreement will inure to the benefit and burden of the parties hereto and their permitted successors and assigns.