

Website Agreement



This Website Agreement (“Agreement”) sets forth and explains the terms and conditions governing your use of the Texas Tuition Promise Fund® (“TTPF” or the “Plan”) website. TTPF is an IRC Section 529 qualified tuition plan established and maintained by the Texas Prepaid Higher Education Tuition Board (“Board”). Orion Advisor Solutions, Inc. (the “Plan Manager”) and its agent, Catalis Regulatory & Compliance, LLC, provide plan administration services for TTPF pursuant to a contract with the Board, including operating the secure portion of TTPF’s website (“Align529” or the “Website”). By enrolling in TTPF and creating an account (“Account”) as a purchaser 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 TTPF’s Plan Description and Master Agreement, Application, 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.

The Website

The Website is operated by an agent of the Plan Manager for TTPF for on-line user access to individual account information (“Account Information”) for TTPF.

Modification of this Website Agreement

The Board reserves the right to change the terms, conditions, and notices contained in this Agreement, including, but not limited to, any fees or charges associated with the Plan. 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 are for information purposes only. TTPF and the Board (hereinafter referred to collectively as “TTPF”), and the Plan Manager, its subcontractors and their respective agents (hereinafter referred to collectively as “the Plan Manager”), 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. TTPF AND THE PLAN MANAGER 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. TTPF and the Plan Manager 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 TTPF nor the Plan Manager 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 Account Access

Access to and use of any password-protected or otherwise secure areas of the Website are restricted to purchasers only. You agree that you will not share your password(s), Account Information, or access to the Website with any parties other than TTPF or the Plan Manager. **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, we recommend that you do not access your Account Information on a public computer. You agree to notify the Plan Manager immediately of any unauthorized use of your password or Account. You agree that neither TTPF nor the Plan Manager 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 TTPF or the Plan Manager based upon 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 TTPF or the Plan Manager's 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 TTPF or the Plan Manager's 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 Plan or subcontractors' networks or systems. Refusal to abide by this or any other rules may result in termination of your Account and civil and/or criminal penalties.

Limitation of Liability

IN NO EVENT SHALL TTPF OR THE PLAN MANAGER 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 TTPF NOR THE PLAN MANAGER 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 pages, links, graphics, text, source code, 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 TTPF or the Plan Manager 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 TTPF'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 TTPF and/or the Plan Manager. 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 TTPF or the Plan Manager's name, logo, or other service marks for any purpose without their prior express written consent. Catalis Regulatory & Compliance is a service mark owned by Catalis, 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 holders. 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.

Copyright Claims

If you believe that your work has been copied in a way that may constitute copyright infringement, you must provide the Plan Manager with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the holder of the copyright allegedly infringed;
- A description of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are the subject of a single notice, a representative list of such works;
- An identification of the allegedly infringing material, and a description of where that material is located on TTPF sites;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that use of the disputed material in the manner complained of is not authorized by the copyright holder, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information you provide in your notice is accurate and that you are the holder of the allegedly infringed copyright, or that you are authorized to act on behalf of the copyright holder.

Plan Manager's designated agent for copyright claims is:

Catalis, LLC
6735 Southpoint Drive South, Suite 300
Jacksonville, FL 32216
Toll Free: 904.257.4892

The Plan Manager's designated agent for copyright claims 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. All other inquiries to TTPF's designated agent will not be answered.

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 TTPF nor the Plan Manager will be liable to you if you are unable to access the Website.

Comptroller Privacy Policy

The Texas Comptroller Privacy Policy can be found [here](#).

Plan Manager Privacy Policy

The Orion Privacy Policy can be found [here](#).

Miscellaneous

This agreement is governed by the laws of the state of Texas, U.S.A. without reference to its conflict of laws 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 within the state of Texas.

TTPF's and/or the Plan Manager's 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 TTPF and/or the Plan Manager with respect to that use.

In the event of a conflict between the terms of this Agreement and the TTPF Plan Description and Master Agreement, the TTPF Plan Description and Master Agreement shall govern.

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. TTPF's and/or the Plan 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, TTPF, and the Plan Manager with respect to use of the Website.

This Agreement will be deemed to be enforceable as a signed original and in 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 TTPF's prior written consent, and any such assignment without such consent will be null and void. TTPF or the Plan 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.