Acceptance of the Terms of Use

As used herein, "Company", "our", "we" or "us" refers collectively and, where appropriate, singularly, to Swico Consulting, its subsidiaries and affiliates, and Swico Consulting Funding companies.

These Terms of Use are entered into by and between You and the Company. The following terms and conditions, together with the Privacy Notice, Security Policy, any other documents they expressly incorporate by reference, and any other terms and conditions which may also apply to specific portions, services, or features of this Site (collectively, these "Terms of Use"), govern your access to and use of the websites or mobile applications provided by Company.

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Please read the Terms of Use carefully before you start to use the Site. By using the Website, or by clicking to agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Site.

Eligibility requirements

This Site is offered and available to users who are 16 years of age or older. Users intending to access areas of this Site requiring registration must be at least 16 years of age. By using this Site, you represent and warrant that you are at least 16 years of age or older and meet all eligibility requirements. If you are not 16 years of age or older and do not meet all eligibility requirements, you must not access or use the Site.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set forth below will not apply to any disputes in active litigation at the time of the change. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as you recognize and agree that they are binding on you.

Accessing the Site & account security

We reserve the right to withdraw or amend this Site, and any Service we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time, for any period, or for any reason. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. Therefore, you are advised not to rely on the Site's availability to conduct any time-sensitive business.

To access the Site or some of the Services it offers, you may be asked to provide certain registration details or other information, as detailed in our Privacy Notice and Security Policy, It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our Privacy Notice and Security Policy, and you consent to all actions we take with respect to your information consistent with those policies.

If you choose, or are provided with, a user name, password, verification code and/or any other piece of information as part of our security procedures (collectively, **"Registration Credentials"**), you understand that your Registration Credentials are personal to you and must be protected. You understand that you are responsible for any activity and transactions performed through your registered Site account. Further, you agree to notify us immediately of any unauthorized access to your registered Site account, use of your Registration Credentials, or any other security incident. You also agree to ensure that you log-out from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

As part of our enhanced login process, we require you to provide a security verification code. Verification codes will be sent to your phone number via automated voice call or text message. You must then enter that code into the Site so that access can be granted. Security verification is required each time access to the Site is requested, unless you choose to have your device remembered. If you elect to receive the verification code via text message or automated voice call, you agree to the following Terms and Conditions.

We have the right to disable your Registration Credentials, at any time, at our sole discretion, for any reason, without notice. If your Registration Credentials are disabled and you have elected to receive documents via e-delivery, we will opt you out of e-delivery and you will receive all Company correspondence via postal mail until such time that your Website account can be reactivated and you consent to reestablish e-delivery.

Permitted uses

If you are a registered user, you may use the Site to make changes or perform transactions affecting the physical assets in your Company accounts (also referred to as "Product Accounts"). Such permitted transactions may include, but are not limited to, online beneficiary changes and distributions.

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- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any junk mail, chain letter or spam or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability.

Additionally, You agree not to:

 Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real-time activities through the Site.

- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site, including by soliciting passwords or personal information from any other person or by impersonating any other person or entity.
- Attack the Site via a denial-of-service attack or a distributed denial-ofservice attack.
- Otherwise attempt to interfere with the proper working of the Site.
- Access any content or data not intended for You.

If you violate any of the usage rules contained in these Terms of Use, the Company may, in its sole discretion, and without limiting any of its other remedies, terminate your ability to access and/or use the Site and/or the Services.

Reliance on information presented

With the exception of information presented to you within your registered Site account, or other information prepared or presented for you personally, the information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

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This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party sites to certain content on this Site.
- Send e-mails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party sites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any that is not owned by you.
- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking, with which you have been in any way involved, immediately to cease. We reserve the right to withdraw linking permission without notice.

Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party sites linked from this Site, you do so entirely at your own risk and subject to the terms of use and any privacy and/or security policies for such sites.

Service fees & additional charges

There is no charge to use the Site. If you are a registered user and choose to use the Site to perform financial transactions, any fees associated with your products (as it applies to your Company Product Accounts) will continue to apply. You are responsible for any and all fees associated with your use of the Site to make payments to your Product Accounts.

Entire agreement

The Terms of Use and other documents incorporated herein constitute the sole and entire agreement between you and Swico Consulting with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

Your comments & concerns

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