



Stadion Website Terms of Use

1. Acceptance of the Terms of Use

Welcome to the website of Stadion Money Management, LLC (“**Stadion**”). The following terms and conditions of use (“**Terms of Use**”) govern your access to and use of stadionmoney.com and stadionfunds.com – and their respective subpages – including any content, functionality and services offered on or through stadionmoney.com or stadionfunds.com or any subpages thereto (collectively, the “**Website**”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound by and to abide by these Terms of Use.** These Terms of Use are in addition to any other agreements between you and Stadion, including any customer or account agreements, and any other agreements that govern your use of information, content, tools, products and services available on and through the Website.

The Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Website, you represent and warrant that you are of legal age to form a binding contract with Stadion and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements or do not want to agree to these Terms of Use, do not use the Website.

2. Changes to the Terms of Use

Stadion may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website 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 you are aware of any changes, as they are binding on you.

3. Accessing the Website and Account Security

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for: (i) Making all arrangements necessary for you to have access to the Website; and (ii) Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with the Website or otherwise, including through the use of any interactive features on the Website, is governed by Section 9 (Privacy) below, and you consent to all actions we take with respect to your information consistent with Section 9.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password or other security information. You agree to notify Stadion immediately of any unauthorized access to or use of your

user name or password or any other breach of security. You also agree to ensure that you exit 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.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by Stadion, at any time if, in our opinion, you have violated any provision of these Terms of Use.

4. Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Stadion, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, as applicable. The Stadion name, the Stadion S logo, Start smart. Finish strong., StoryLine and all related names, logos, product and service names, designs and slogans are service marks of Stadion or its affiliates or licensors. You must not use such marks without the prior written permission of Stadion. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

If you wish to make use of material on the Website other than as set out in these Terms of Use, please address your request to: compliance@stadionmoney.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

5. Copyright or Other Intellectual Property Infringement

In the event that you believe anything on the Website may infringe one or more of your copyrights, or other intellectual property rights, please contact Stadion by mail at: Stadion Money Management, LLC, 1061 Cliff Dawson Road, Watkinsville, Georgia 30677, Attn: Corporate Counsel.

6. Limited License and Prohibited Uses

Stadion grants you a limited, revocable, nonexclusive, nontransferable license to view, store, bookmark, download, and print the pages within the Website solely for your personal, informational, and noncommercial use or as expressly authorized by Stadion in writing. Stadion reserves all rights not expressly granted in these Terms of Use.

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website: (i) In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries); (ii) To impersonate or attempt to impersonate Stadion, a Stadion employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); or (iii) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined solely by Stadion, may harm Stadion or users of the Website or expose them to liability.

Additionally, you agree not to: (i) Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (ii) Use any manual process to monitor or copy any of the material on the Website (except as allowed above) or for any other unauthorized purpose without our prior written consent; (iii) Introduce any viruses or other material which is malicious or technologically harmful; or (iv) Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

7. Monitoring and Enforcement; Termination

We have the right to: (i) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; (ii) Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use; and (iii) Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing Stadion to disclose the identity or other information of anyone posting any materials on or through the Website.

8. Reliance on Information Posted

The content on the Website may be updated from time to time. The information presented on or through the Website is made available solely for general informational purposes. Nothing on the Website should be construed as specific investment advice regarding any securities or indexes referenced. 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.

The Website may include material provided by third parties or links to other websites. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Stadion, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Stadion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

9. Privacy

Stadion respects your privacy and is committed to protecting it through our compliance with this section. This section applies to information we collect resulting from your use of the Website, including communications with Stadion dealing with access to, use of, or technical support for the Website.

ANY INFORMATION COLLECTED THROUGH THE WEBSITE FOR THE PURPOSE OF YOU ENTERING INTO AN INVESTMENT ADVISORY CONTRACT, OR OTHERWISE DOING BUSINESS, WITH STADION OR FOR ANY OTHER REASON OTHER THAN THOSE PREVIOUSLY STATED IN THIS AGREEMENT IS COVERED BY THE PRIVACY INFORMATION CONTAINED IN OUR *PRIVACY NOTICE*. A copy of Stadion's *Privacy Notice* can be obtained by emailing a request to support@stadionmoney.com.

The Website is not intended for use by minors under the age of 18 (a "**Minor**"). If you believe we may have inadvertently collected, or have been provided with, information about a Minor, please contact us at support@stadionmoney.com. Additionally, if we become aware at any point that we have collected or been provided with information about a Minor, we will promptly delete said information.

Any information received for purposes other than entering into an investment advisory contract, or otherwise doing business, with Stadion or for providing technical assistance is kept confidential and is not shared with third parties except: (i) With your consent; (ii) With third-parties, including our affiliates and subsidiaries, who are bound to maintain the confidentiality of your information and then only to the extent necessary to conduct our business, such as providing information to accountants and data security consultants or to service providers; or (iii) To report suspicious activity or to comply with applicable law or court order.

We may collect certain data automatically such as Website usage data, traffic statistics and IP information. The information we collect automatically is statistical and does not personally identify you. This information may be used to help us improve the Website and our services in the future by helping us understand audience size and usage patterns of visitors to the Website. To collect this data we may use certain tools such as browser cookies or the assistance of a third-party data management service.

We take data security seriously at Stadion and employ various physical, electronic and procedural controls to protect your information. If you maintain an account that you access through the Website, you are

responsible for protecting and maintaining the confidentiality of your account credentials and restricting access to your computer. For such accounts, if you desire to change or delete your account information, please call 1.800.222.7636. This allows us to verify your identity and maintain the security of your information.

10. Linking to the Website

You may link to the Website, provided you do so in a way that is fair and legal and does not damage or take advantage of Stadion's reputation, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of Stadion without our express written consent.

11. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, STADION AND ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD-PARTY INFORMATION PROVIDERS AND VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES REGARDING SECURITY, CURRENCY, CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY, WITH RESPECT TO (I) THE SITE; (II) ANY MATERIALS, PRODUCTS, OR SERVICES AVAILABLE ON OR THROUGH THE SITE; (III) USE OF THE SITE, MATERIALS, PRODUCTS, OR SERVICES; AND (IV) THE RESULTS OF THE USE OF THE SITE, MATERIALS, PRODUCTS, OR SERVICES.

FURTHER, STADION AND ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD-PARTY INFORMATION PROVIDERS AND VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY MATERIALS, PRODUCTS, OR SERVICES AVAILABLE THROUGH THIS SITE.

EXCEPT AS PROVIDED BY LAW, NEITHER STADION NOR ITS THIRD-PARTY INFORMATION PROVIDERS AND VENDORS HAS ANY RESPONSIBILITY TO MAINTAIN THE MATERIALS, PRODUCTS, OR SERVICES OFFERED ON THE SITE OR TO SUPPLY CORRECTIONS, UPDATES, OR RELEASES FOR THE SAME.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Limitation on Liability

ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE ARE DONE SO AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER EQUIPMENT, OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

IN NO EVENT WILL STADION, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE),

BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. Indemnification

You agree to defend, indemnify and hold harmless Stadion, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your user contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

14. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the courts of Fulton County, Georgia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. Waiver and Severability

No single waiver by Stadion of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Stadion to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

16. Entire Agreement

These Terms of Use represent the entire agreement between you and Stadion relating to the subject matter herein. Nothing in these Terms of Use is intended to modify, amend, or supersede any other written agreement, if any, that may currently be in effect between you and Stadion with regard to matters other than your use of the Website.

Thank you for visiting the Website. For any questions or concerns not addressed above, please contact Stadion at support@stadionmoney.com.