



## WEBSITE AGREEMENT

VHEIP has a new name!

This Website Agreement ("Agreement") sets forth and explains the terms and conditions governing your use of the Vermont Higher Education Investment Plan ("VHEIP") website. VHEIP is a Section 529 qualified tuition plan sponsored and administered by the Vermont Student Assistance Corporation ("VSAC"). Intuition College Savings Solutions, LLC (the "Plan Manager") provides plan management services for VHEIP pursuant to a contract with VSAC, including operating this VHEIP website (the "Website"). By enrolling for an account ("Account") as an account owner ("Account Owner") in VHEIP 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 VHEIP 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.

### **The Website**

The Website is operated by the Plan Manager for VHEIP for on-line user access to individual account information ("Account Information") for VHEIP.

### **Modification of this Website Agreement**

VHEIP 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. VHEIP, VSAC, the State of Vermont, and their subcontractors and respective affiliates (hereinafter referred to collectively as "VHEIP"), the Plan Manager, 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. VHEIP 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. VHEIP 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 VHEIP 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 Account Owners only. You agree that you will not share your password(s), Account Information, or access to the Website with any parties other than the Plan Manager and VHEIP. 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 logout of your Account whenever you are using a public computer. You agree to notify the Plan Manager immediately of any unauthorized use of your password or Account. You agree that neither VHEIP 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 VHEIP, the Plan 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 VHEIP'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 VHEIP'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 VHEIP or Subcontractors' 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 VHEIP 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 VHEIP 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 VHEIP 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 VHEIP'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 VHEIP 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 VHEIP or the Plan Manager's name, logo or other service marks for any purpose without their prior express written consent. Intuition College Savings Solutions is a service mark owned by Intuition College Savings, 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 VHEIP 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 VHEIP's Designated Agent listed below. VHEIP's Designated Agent is: Intuition College Savings Solutions, LLC

Attn: Mike Dunlop, Chief Operating Officer  
Intuition College Savings Solutions  
6735 Southpoint Drive South, Suite 300,  
Jacksonville, FL 32216  
Email: [copyright@intuitioncss.com](mailto:copyright@intuitioncss.com)  
Toll Free: 844.300.7470  
Fax: 904.421.7284

The VHEIP'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. All other inquires to VHEIP's Designated Agent will not be answered.

### **Miscellaneous**

This agreement is governed by the laws of the State of Vermont, 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 Chittenden County, Vermont.

VHEIP 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 VHEIP 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. VHEIP 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 and VHEIP and the Plan 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 VHEIP's prior written consent, and any such assignment without such consent will be null and void. VHEIP and 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.