



CAPITAL GROUP® | AMERICAN FUNDS®

CollegeAmerica®

Account Application (for Multiple Beneficiaries)

Use this application to open CollegeAmerica 529 accounts for multiple beneficiaries with the same owner. Please prepare to collect information about the account owner, beneficiaries and successor owner(s), such as Social Security numbers, dates of birth and countries of citizenship.

Fund information

For a quick guide to fund names, numbers, minimums and share class restrictions, go to www.capitalgroup.com/fundguide.

Accessing your account online once it has been funded

You will receive a welcome package including your new account number. Once you receive it, we encourage you to visit www.capitalgroup.com/getstarted to set up online account access.

This will enable you to:

- Buy, sell and exchange shares online and establish automatic investment plans.
- View current and past account balances as well as dividend and capital gain information.
- Manage your account information.
- Sign up for paperless delivery of tax forms, annual and semiannual reports, quarterly statements and prospectuses.

Important information

This application is specifically designed to streamline the establishment of multiple accounts, one for each beneficiary designated, when the account owner and account type are the same for all beneficiaries. Each account can be customized based on the specific needs and investments appropriate for its beneficiary.

Other information that is not specific to the beneficiary and that is collected within the application will be used consistently for each account that is established. For example, the owner, financial professional and bank information will be the same for each beneficiary named within this application.

1 Account registration

The information you provide will be used for all accounts established for each beneficiary.

- Individual (Complete Sections 2–8.)
- Trust or entity (Complete Sections 3–8. To provide trust or entity information, you must **also** complete a *CollegeAmerica Supplemental Account Application* and submit it with this application. Entities must also complete and submit the *Entity Beneficial Owners* form. If there are multiple trustees, each trustee is required to sign the application in Section 8.)

Notes: • If the account is being established for an employee of a broker-dealer firm or other financial professional at NAV under the NAV privilege for financial professionals, submit a *Sales Charge Exemption* form available at www.capitalgroup.com/advisor or by calling American Funds Service Company® (AFS) at (800) 421-4225.

• For UGMA/UTMA registrations, a separate *CollegeAmerica Account Application* and *Supplemental Account Application* is required for each beneficiary.

2 Account owner information — individual accounts only

The information you provide will be used for all accounts established for each beneficiary.

The account owner is the sole individual establishing and controlling a CollegeAmerica account.

- -
SSN of account owner

- -
Date of birth of account owner (mm/dd/yyyy)

Country of citizenship

Name of account owner

MI

Last

Residence address (physical address required — no P.O. boxes)

City

State

ZIP

Mailing address (if different from residence address)

City

State

ZIP

Email address*

()

Daytime phone

*Your privacy is important to us. For information on our privacy policies, visit www.capitalgroup.com.

3 Beneficiary information

Up to three beneficiary accounts can be established with the same account owner named in Section 2. The beneficiary is the person on whose behalf the account is opened and who is entitled to receive its benefits.

Beneficiary 1

A. _____ MI _____ Last _____
 First name of beneficiary

- -
 - -

 SSN of beneficiary Date of birth of beneficiary (mm/dd/yyyy) Country of citizenship

B. Successor owner(s) designation (Not applicable to trust or entity accounts.)

The **primary successor owner** must be at least age 18 and a U.S. citizen or legal U.S. resident, becomes the owner of the account in the event the account owner dies, and cannot be the same person as the account owner.

_____ MI _____ Last _____
 - -
 First name of primary successor owner Date of birth of primary successor owner (mm/dd/yyyy)

The **contingent successor owner** must be at least age 18 and a U.S. citizen or legal U.S. resident, becomes the owner of the account in the event the primary successor owner predeceases the account owner, and cannot be the same person as the account owner or primary successor owner. If designating a contingent successor owner, you must also complete the primary successor owner field above.

_____ MI _____ Last _____
 - -
 First name of contingent successor owner Date of birth of contingent successor owner (mm/dd/yyyy)

3 Beneficiary information

Beneficiary 1 (continued)

C. Complete the investment instructions.

Step 1: Provide information regarding your contribution method. (Select all that apply.)

- A. **One-time purchase with a check made payable to “CollegeAmerica”:** Provide your investment selection(s) in Step 3.
- B. **One-time purchase via Automated Clearing House (ACH):** Provide your investment selection(s) in Step 3.

\$ _____
Amount

- Notes:**
- The transaction will be processed on the same day the account is established.
 - The maximum ACH purchase limit is \$100,000 per investor per day.
 - Provide bank information in Section 4.

- C. **Recurring ACH investment plan:** Complete the information below, and provide your investment selection(s) in Step 3.

- Notes:**
- American Funds must receive your request at least five business days prior to the first transaction date requested.
 - If a start date is not provided, the option will be established the date received and the bank account will be drafted the following month and each month thereafter.
 - Provide bank information in Section 4.

Transactions should begin during the month of _____

Transactions should occur on the following date(s) of the month _____, _____ (e.g., 8th, 19th)

Frequency: Monthly Every other month Quarterly Annually

- D. **Rollover/Transfer:** The account is being funded via a rollover from another non-American Funds 529 Plan, a transfer from a Coverdell ESA or a transfer from a brokerage-held CollegeAmerica account.* You must submit a *CollegeAmerica Rollover/Transfer Request* with this application. If the account is being funded via a rollover or transfer, the assets will be sent by the entity holding those assets.

*We must receive a statement from your prior institution showing basis and earnings of the funds being rolled over or transferred. If we do not receive this documentation, the entire amount will be treated as earnings in computing the earnings portion of any future withdrawal from the account. Please refer to the “Rollovers and transfers” section of the program description.

- E. **Account will be funded later.**

Step 2: Select a share class. (If you **DO NOT** select a share class, the investments will be placed in Class 529-A shares by default.)

Class 529-A **OR** Class 529-C

3 Beneficiary information

(continued)

Beneficiary 2

A. _____ MI _____ Last _____
 First name of beneficiary

- -

SSN of beneficiary

- -

Date of birth of beneficiary (mm/dd/yyyy)

Country of citizenship

B. Successor owner(s) designation (Not applicable to trust or entity accounts.)

The **primary successor owner** must be at least age 18 and a U.S. citizen or legal U.S. resident, becomes the owner of the account in the event the account owner dies, and cannot be the same person as the account owner.

_____ MI _____ Last _____
 First name of primary successor owner

- -

Date of birth of primary successor owner (mm/dd/yyyy)

The **contingent successor owner** must be at least age 18 and a U.S. citizen or legal U.S. resident, becomes the owner of the account in the event the primary successor owner predeceases the account owner, and cannot be the same person as the account owner or primary successor owner. If designating a contingent successor owner, you must also complete the primary successor owner field above.

_____ MI _____ Last _____
 First name of contingent successor owner

- -

Date of birth of contingent successor owner (mm/dd/yyyy)

3 Beneficiary information

Beneficiary 2 (continued)

C. Complete the investment instructions.

Step 1: Provide information regarding your contribution method. (Select all that apply.)

- A. **One-time purchase with a check made payable to “CollegeAmerica”:** Provide your investment selection(s) in Step 3.
- B. **One-time purchase via Automated Clearing House (ACH):** Provide your investment selection(s) in Step 3.

\$ _____
Amount

- Notes:**
- The transaction will be processed on the same day the account is established.
 - The maximum ACH purchase limit is \$100,000 per investor per day.
 - Provide bank information in Section 4.

- C. **Recurring ACH investment plan:** Complete the information below, and provide your investment selection(s) in Step 3.

- Notes:**
- American Funds must receive your request at least five business days prior to the first transaction date requested.
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*We must receive a statement from your prior institution showing basis and earnings of the funds being rolled over or transferred. If we do not receive this documentation, the entire amount will be treated as earnings in computing the earnings portion of any future withdrawal from the account. Please refer to the “Rollovers and transfers” section of the program description.

- E. **Account will be funded later.**

Step 2: Select a share class. (If you **DO NOT** select a share class, the investments will be placed in Class 529-A shares by default.)

Class 529-A **OR** Class 529-C



3 Beneficiary information

Beneficiary 2 *(continued)*

Step 3: Provide investment selection(s). (If a fund is not specified, investments will be placed in the money market fund by default.) Select one of the two options below.

Invest my contribution(s) in the American Funds College Target Date Series®. Indicate one of the following years: 2027, 2030, 2033, 2036, 2039 or 2042.

American Funds College _____ Fund \$ _____ \$ _____
Year One-time ACH purchase Recurring ACH investment plan

OR

Invest my contribution as instructed below. For a quick guide to fund names, numbers, minimums and share class restrictions, go to www.capitalgroup.com/fundguide.

| Fund name or number | One-time purchase | | Recurring ACH investment plan (\$50 min. per fund) |
|--------------------------|-------------------|-------------------|--|
| | Amount | Percentage | |
| _____ | \$ _____ | OR _____ % | \$ _____ |
| _____ | \$ _____ | OR _____ % | \$ _____ |
| _____ | \$ _____ | OR _____ % | \$ _____ |
| _____ | \$ _____ | OR _____ % | \$ _____ |
| _____ | \$ _____ | OR _____ % | \$ _____ |
| Total investments | \$ _____ | OR _____ % | \$ _____ |

Important note:
IRS rules limit changes in 529 investment strategy to two per year. You may establish an automatic exchange or rebalance plan at the time of account setup. Adding or changing an automatic exchange or rebalance plan on an existing account will be considered a change in investment strategy. The request may be denied if a change in investment strategy exceeds two per year. Refer to the *CollegeAmerica Program Description* for additional information or speak with a financial professional. You may only exchange from one fund to another or rebalance funds within the same share class.

D. Automatic exchange and rebalance plans (optional) — requires additional paperwork

To avoid delays in establishing these options, you must attach a completed *CollegeAmerica Account Options* form.

Check all that apply.

- Establish an automatic exchange plan (Section 5-A of the *Account Options* form).
- Establish an automatic rebalance plan (Section 5-B of the *Account Options* form).

Note: A separate *CollegeAmerica Account Options* form is required for each beneficiary requesting an exchange or rebalance plan.

3 Beneficiary information

(continued)

Beneficiary 3

A. _____
First name of beneficiary MI Last

- -
SSN of beneficiary Date of birth of beneficiary (mm/dd/yyyy) Country of citizenship

B. **Successor owner(s) designation** (Not applicable to trust or entity accounts.)

The **primary successor owner** must be at least age 18 and a U.S. citizen or legal U.S. resident, becomes the owner of the account in the event the account owner dies, and cannot be the same person as the account owner.

First name of primary successor owner MI Last

- -
Date of birth of primary successor owner (mm/dd/yyyy)

The **contingent successor owner** must be at least age 18 and a U.S. citizen or legal U.S. resident, becomes the owner of the account in the event the primary successor owner predeceases the account owner, and cannot be the same person as the account owner or primary successor owner. If designating a contingent successor owner, you must also complete the primary successor owner field above.

First name of contingent successor owner MI Last

- -
Date of birth of contingent successor owner (mm/dd/yyyy)

3 Beneficiary information

Beneficiary 3 (continued)

C. Complete the investment instructions.

Step 1: Provide information regarding your contribution method. (Select all that apply.)

- A. **One-time purchase with a check made payable to “CollegeAmerica”:** Provide your investment selection(s) in Step 3.
- B. **One-time purchase via Automated Clearing House (ACH):** Provide your investment selection(s) in Step 3.

\$ _____
Amount

- Notes:**
- The transaction will be processed on the same day the account is established.
 - The maximum ACH purchase limit is \$100,000 per investor per day.
 - Provide bank information in Section 4.

- C. **Recurring ACH investment plan:** Complete the information below, and provide your investment selection(s) in Step 3.

- Notes:**
- American Funds must receive your request at least five business days prior to the first transaction date requested.
 - If a start date is not provided, the option will be established the date received and the bank account will be drafted the following month and each month thereafter.
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Transactions should begin during the month of _____

Transactions should occur on the following date(s) of the month _____, _____ (e.g., 8th, 19th)

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*We must receive a statement from your prior institution showing basis and earnings of the funds being rolled over or transferred. If we do not receive this documentation, the entire amount will be treated as earnings in computing the earnings portion of any future withdrawal from the account. Please refer to the “Rollovers and transfers” section of the program description.

- E. **Account will be funded later.**

Step 2: Select a share class. (If you **DO NOT** select a share class, the investments will be placed in Class 529-A shares by default.)

Class 529-A **OR** Class 529-C

4 Bank information

Before completing this section, read the signature guarantee requirements below. We will use a third-party service to validate your bank information. Refer to the Bank Verification Terms & Conditions.

Signature guarantee requirements:

- **To purchase shares or to fund the account electronically via ACH:** The bank account owner's/co-owner's signature(s) must be guaranteed if the name of the CollegeAmerica account owner is not on the bank account registration.
- **To sell shares electronically:** The CollegeAmerica account owner's signature must be guaranteed if the bank account registration does not include the CollegeAmerica account owner's name.

If a signature guarantee is required, obtain and submit a completed *Add/Update Bank Information* form. An application that requires a signature guarantee cannot be submitted electronically or faxed. Mail the completed forms to the appropriate service center for your state using the maps on page 11.

Important: To avoid delays in processing this application, attach an unsigned, voided check where indicated below. The check you attach must be preprinted with the bank name, registration, routing number and account number. Please do not staple.

Tape your check here.

John Doe DATE _____

Bank account registration

PAY TO THE ORDER OF _____ \$ _____

_____ DOLLARS

Anytown Bank ← **Bank name**

|:999999999|: 0000000000|:|: ←

Bank routing number **Bank account number**

Note: In lieu of a voided check, you may submit a letter from your bank providing the registration, routing number, account number and account type (checking or savings). The letter must be on the bank's letterhead.

Complete the following ONLY if you are signing this document electronically. Your financial professional's firm must have an electronic signature indemnification agreement with American Funds. If signing electronically, a voided check or letter from your bank is not required.

Bank name _____ Bank routing number _____

Checking **OR** Savings

Bank account number _____ Bank account registration (the name preprinted on the check) _____

Link my bank information to purchase and/or sell shares (optional):

I would like the option to perform the following transactions by telephone and online at www.capitalgroup.com. (Select only one option.)

Purchase Sell Both

- Notes:**
- Your election will apply to all of your current and future accounts.
 - You may cancel the ACH option at any time online at www.capitalgroup.com or by calling us at (800) 421-4225.
 - Once the sell option is established, there will be a 10-day waiting period before it can be used. ACH purchase is available once the account has been established.

5 Reducing the sales charge on Class 529-A shares

Rights of Accumulation (cumulative discount)

Account owner, spouse and children under age 21 or disabled adult children with ABLE accounts can aggregate accounts of any share class to reduce sales charges. The account numbers or Social Security numbers are:

Statement of Intention (SOI)

I plan to invest over a 13-month period in one or more American Funds accounts. The aggregate amount will be at least:

\$250,000 \$500,000 \$750,000 \$1,000,000

- Notes:**
- If you are establishing a Statement of Intention and do not invest the intended amount within 13 months, the sales charge will be adjusted.
 - Purchases in the money market fund do not apply toward a Statement of Intention or Rights of Accumulation.
 - Certain purchases may not apply toward the completion of a Statement of Intention. Refer to the fund(s) prospectus(es) for additional information.

6 Telephone and website exchange and/or redemption privileges — optional

Telephone and website exchange and redemption privileges will automatically be enabled on your account unless you decline below. To decline these privileges, read the individual statements and check the applicable box(es).

Note: If either option is declined, no one associated with this account, including your financial professional, will be able to request exchanges or redemptions by telephone or via the website. Requests would need to be submitted in writing.

Exchanges: I **DO NOT** want the option of using the telephone and website exchange privilege.

Redemptions: I **DO NOT** want the option of using the telephone and website redemption privilege.

7 Financial professional

We authorize American Funds Service Company (AFS) to act as our agent for this account and agree to notify AFS of purchases made under a Statement of Intention or Rights of Accumulation. If applicable, we have provided a copy of our SEC Form CRS to the account owner named on this application.

Name(s) of professional(s) Professional/team ID # Branch number () Daytime phone Ext.

Address City State ZIP

Name of broker-dealer firm (as it appears on the Selling Group Agreement) **X** Signature of person authorized to sign for the broker-dealer — **required**

8 Signature of CollegeAmerica account owner

I hereby establish a CollegeAmerica account with Virginia529 through American Funds for each beneficiary named in Section 3 and acknowledge that I have received, read and agree to the terms set forth in the *CollegeAmerica Program Description*, the prospectus(es) of the fund(s) selected and this application, as these documents may be modified from time to time. I understand that I and all shareholders at my address will receive one copy of fund documents (such as annual reports and proxy statements) unless I opt out by calling **(800) 421-4225**. I authorize the instructions set forth in this application.

I agree to hold harmless and indemnify Virginia529; American Funds Service Company (AFS); any of their affiliates or mutual funds managed by such affiliates; and each of their respective directors; trustees; officers; employees; and agents from any losses, expenses, costs or liability (including attorney fees) that may be incurred in connection with these application instructions, the exercise of the telephone and website purchase, exchange and/or redemption privileges, or arising from such instructions once the telephone and website exchange and redemption privileges have been established. I understand that amounts invested may not be redeemed for 7 business days.

I authorize the financial professional assigned to my account to have access to my account and to act on my behalf with respect to my account. If applicable, I acknowledge that I have received and read a copy of my financial professional's SEC Form CRS. I certify that I, as well as the beneficiary(ies) and the successor owner(s) named in this application, are either U.S. citizens or legal residents. I understand that to comply with federal regulations, information provided on this application will be used to verify my identity. For example, my identity may be verified through the use of a database maintained by a third party. If AFS is unable to verify my identity, I understand it may need to take action, possibly including closing my account and redeeming the shares at the current market price and that such action may have tax consequences, including a tax penalty.

If I have requested ACH privileges, I authorize AFS, upon request via phone, fax, or any other means utilizing telecommunications, including wireless or any other type of communication lines by authorized persons with appropriate account information, to **1)** redeem fund shares from these accounts and deposit the proceeds into the bank account identified on this application, and/or **2)** secure payments from the bank account into this account. I authorize the bank to accept any such credit or debit to my account without responsibility for its correctness. I have read, understand and agree to the *Bank Verification Terms & Conditions*, and I authorize AFS to access records from public and proprietary sources in order to validate that I am the bank account owner.

If this document is signed electronically, I consent to be legally bound by this document and subsequent terms governing it. The electronically signed copy of this document should be considered equivalent to a printed form in that it is the true, complete, valid, authentic and enforceable record of the document, admissible in judicial or administrative proceedings. I agree not to contest the admissibility or enforceability of the electronically stored copy of this document. A copy of this document will be made available to me as required.

X _____ / /
 Signature of account owner, trustee(s) or authorized signer for the entity Date (mm/dd/yyyy)

This document may not be signed using Adobe Acrobat Reader's "fill and sign" feature.

CollegeAmerica is a nationwide plan sponsored by **Virginia529™**

If mailing, choose the service center for your state. Mail the form to the Indiana Service Center if you live outside the U.S.



American Funds Service Company
 P.O. Box 6273
 Indianapolis, IN 46206-6273

Overnight mail address
 12711 N. Meridian St.
 Carmel, IN 46032-9181



American Funds Service Company
 P.O. Box 2713
 Norfolk, VA 23501-2713

Overnight mail address
 5300 Robin Hood Rd.
 Norfolk, VA 23513-2430

Investor upload www.capitalgroup.com/submit | **Financial professional upload** www.capitalgroup.com/upload | **Fax** (888) 421-4351

For more information, contact your financial professional, visit www.capitalgroup.com or call us at (800) 421-4225.



Review this agreement if you provided bank information.

Electronic bank verification is conducted through a third party service provider that is unaffiliated with American Funds Service Company (AFS) and Capital Bank and Trust Company (CB&T). If you choose to add a bank account electronically, you must agree to the Bank Verification Terms & Conditions of Use set forth below. The Fund or the Fund's transfer agent will send your information to the third party service provider, who will then compare your information with their database to verify the information you provided. Please read and agree to the Bank Verification Terms & Conditions of Use for the third party service in order to continue.

Agreement and Bank Verification Terms & Conditions of Use of the Service

I (we) authorize the Fund and its agents to act upon instructions (by phone, in writing, online or by other means) believed to be genuine and in accordance with procedures described in the prospectus (if applicable) for this designated bank account. I (we) authorize credits/debits to/from the bank account designated in conjunction with the account option(s) selected. I (we) agree that AFS and/or CB&T shall be fully protected in honoring any such transaction. I (we) also agree that AFS and/or CB&T may make additional attempts to credit/debit my (our) account if the initial attempt fails and I (we) will be liable for any associated costs. All account options elected will become part of the account and terms, representations, and conditions thereof.

Provide Accurate Information. I (we), the end user, agree to provide true, accurate, current and complete information about myself (ourselves) and my (our) accounts maintained at other web sites and I (we) agree to not misrepresent my (our) identity or my (our) account information. I (we) agree to keep my (our) account information up to date and accurate.

Proprietary Rights. I (we) are permitted to use content delivered to me (us) through the service only on the service. I (we) may not copy, reproduce, distribute, or create derivative works from this content. Further, I (we) agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the service.

Content You Provide. I (we) are licensing to AFS and/or CB&T ("Company") and its service providers ("Service Provider") any information, data, materials or other content (collectively, "Content") I (we) provide through or to the service. Company and Service Provider may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, I (we) automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Company and Service Provider may use the Content for the purposes set out above. I (we) agree that, as between Company and Service Provider, Company owns your confidential account information.

Third Party Accounts. By using the service, I (we) authorize Company and Service Provider to access third party sites designated by Company, on my (our) behalf, to retrieve information requested by me (us), and to register for accounts requested by me (us). For all purposes hereof, I (we) hereby grant Company and Service Provider a limited power of attorney, and I (we) hereby appoint Company and Service Provider as my (our) true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for me (us) and in my (our) name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. I (WE) ACKNOWLEDGE AND AGREE THAT WHEN COMPANY OR SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, COMPANY AND SERVICE PROVIDER ARE ACTING AS MY (OUR) AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. I (we) agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by me (us). I (we) understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service.

DISCLAIMER OF WARRANTIES. I (WE) EXPRESSLY UNDERSTAND AND AGREE THAT: MY (OUR) USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT MY (OUR) SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY AND SERVICE PROVIDER MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET MY (OUR) REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY ME (US) THROUGH THE SERVICE WILL MEET MY (OUR) EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT MY (OUR) OWN DISCRETION AND RISK AND I (WE) ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO MY (OUR) COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ME (US) FROM COMPANY OR SERVICE PROVIDER THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. I (WE) AGREE THAT NEITHER COMPANY, ITS INVESTMENT MANAGER, OR SERVICE PROVIDER NOR ANY OF THEIR EMPLOYEES, OFFICERS, TRUSTEES, DIRECTORS, AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

Indemnification. I (we) agree to protect and fully compensate Company, its investment manager, and Service Provider and their employees, officers, trustees, directors, and affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable fees) caused by or arising from my (our) use of the service, my (our) violation of these terms or my (our) infringement, or infringement by any other user of my (our) account, of any intellectual property or other right of anyone. I (we) agree that the Company's investment manager and Service Provider are each a third party beneficiary of the above provisions, with all rights to enforce such provisions as if the investment manager or Service Provider were a party to this Agreement.