



# INTERNET ACCESS REQUEST TERMS & CONDITIONS

This statement of Internet Access Terms and Conditions contains the terms that govern your use of the IRA Financial Trust Company online site and services. By using the website irafinancialtrust.com you explicitly agree to be bound by these terms and conditions.

**Purpose of Site** - Our purpose in providing this Internet website is to provide you, our client, with fast and efficient customer service support that is convenient for you to use. We provide this information for your use in a secure environment using several security methods to ensure as secure a site as possible while providing you with access.

**Security of Information** - IRA Financial Trust Company has used the following security methods to make the site as secure as possible;

- **Your Unique ID** - You have been provided with a unique identification code with which to login into the website. The ID is also your account number and should not be provided to other parties or persons not authorized by you to have access to this site.
- **Your Password** - You will be provided with a unique randomly generated password that will give you initial access to your eligible accounts. When you log on for the first time, you will be required to change your password. You will also be required to establish three personal questions and answers that you must answer should you lose your password and need to be issued a new password. IRA Financial staff DO NOT know your questions, answers nor password.
- **Security Techniques** - In addition to the items above, security is further enhanced by the use of the industry standard SSL (Secure Sockets Layer) security method that encrypts your account information when it is transmitted over the Internet. It uses the highest degree of Internet security presently available.

**Access to your Accounts** - You must authorize IRA Financial Trust Company to provide access to your eligible accounts by completing the Internet Access Request and sending it to IRA Financial as described on the form. You may remove your authorization by providing written instructions to that effect at IRA Financial Trust Company, 221 South Phillips Avenue, Suite 206, Sioux Falls, SD, 57104 or by email to info@IRAFinancialTrust.com. You may view your account information, including balances, transactions, tax information and investor profile at the website: www.IRAFINANCIALTRUST.com. You will generally be able to access your account information seven days a week, twenty-four hours per day. There may be times when the service is not available due to system maintenance or circumstances beyond our control. If you need information about your account at these times, call our customer service center at 1-800-472-1043 during regular business hours.

**Liability** - IRA Financial Trust Company or IRA Financial Trust Services LLC (including their directors, officers, employees, agents and other related persons) are not liable for any losses or damages arising from your use of the website. This includes those instances where IRA Financial Trust Company/IRA Financial Trust Services LLC have exercised reasonable care, in instances where they do not have direct control or any situation which causes the website to be unavailable for any extended period of time. Further, the losses or damages may arise without limitation in connection with mechanical equipment failures, electronic equipment failures, communication systems interruptions/failures, data processing failures, unauthorized access to any facility including the Internet, operator errors, thefts, natural disasters, labor problems, war, military or governmental action or inaction, electronic systems not controlled by IRA Financial Trust Company (such as the Internet or telephone lines). The use by you of electronic systems not controlled by IRA Financial Trust Company is solely at the user's risk/liability. IRA Financial Trust and IRA Financial Trust Services LLC will not be responsible for the security of and the resulting losses from the transmission of data on any systems not controlled by them.

- **Indemnification** - Except to the extent that we are liable under the terms of this agreement or any other agreement between you and IRA Financial Trust Company or any law applicable, you agree to hold us, our directors, officers, employees, agents and other related persons harmless from all losses, liability, demands, judgments, claims and expenses from your use of the website and the Internet services we provide. You provide the indemnification without regard as to whether our claim is against you or your authorized representative.
- **Use of Third Parties** - Except as provided in applicable law, neither we nor our service providers or other agents and related persons shall be liable for any loss or liability from the failure of your equipment, your software or your access to the Internet provided by your Internet access provider.

IN NO EVENT SHALL WE (IRA Financial Trust Company or IRA Financial Trust Services LLC) HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE REGARDLESS AS TO WHETHER THE CLAIM FOR SUCH LOSS OR DAMAGE IS BASED ON ANY CONTRACT OR TORT THAT WE HAD KNOWLEDGE OF OR SHOULD HAVE HAD KNOWLEDGE OF OR WHETHER WE SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH LOSSES OR DAMAGES IN ADVANCE.

**Technical Support** - IRA Financial will provide technical support during the hours of 9:00 AM to 5:00 PM Eastern time Monday through Friday excluding holidays. You may call us at 1-800-472-1043 or you may send an email to info@IRAFinancialTrust.com.

## Other Terms

- **Termination** - IRA Financial Trust Company may terminate this agreement and/or your access to the IRA Financial Trust website in whole or in part at any time, unless otherwise required by law.
- **Changes** - We may change the terms of the Agreement from time to time and at any time. Such changes will be updated to this Agreement on the website within thirty (30) days of any change.
- **Notifications** - Unless required by applicable law, any notice we are required to provide to you in writing, may be provided to you, at our discretion, electronically to your current email address in our records.
- **Governing Law** - This agreement shall be governed by the laws of the South Dakota.
- **Entire Agreement** - This agreement, Internet Access Request, and any other disclosures or documents that we provide to you from time to time constitute the entire agreement and is the only agreement between you and IRA Financial Trust Company regarding this service.