

Human Interest IRA Program Privacy Policy

Date of Issuance or Modification:

August 30, 2023

The Human Interest IRA Program (“IRA Program”) utilizes a website provided by IRALOGIX that is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy (Statement) applies to the IRALOGIX-administered IRA Portal (“IRA Portal”) and governs data collection by the IRA Portal.

By using the IRA Portal, you consent to the data practices described in this Statement and as may be amended from time to time.

Consent for Website Access

Use of the IRA Portal is subject to this Statement. Please read this Statement carefully before you use the IRA Portal. By accessing the IRA Portal, you accept the privacy practices described in this Statement. If you cannot accept the practices outlined in this Statement, you must not use or access the IRA Portal.

Collection of your Personal Information

The IRA Portal collects information that identifies, relates to, describes, is reasonably capable of being associated with you, or could reasonably be linked directly or indirectly to you. For example, it could include information such as your e-mail address, name, home or work address or telephone number. Personal information does not include aggregated, de-identified or anonymized information that is maintained in a form that is not reasonably capable of being associated with you.

Personal information may include information about your computer hardware and software that is automatically collected by the IRA Portal. This information can include: your IP address, browser type, domain names, access times and referring Website addresses.

Note: This IRA Portal does not read any of your private online communications.

Use of your Personal Information

The IRA Portal collects and uses your personal information to operate the IRA Portal and to allow you to receive the services of the IRA Program. For example, personal information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the IRA Portal .

The IRA Portal does not sell, rent or lease its customer lists to third parties. In addition, this IRA Program may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or to provide other services necessary to service your account or to utilize the services of outside providers that are part of the IRA Program in which you are enrolled. All such third parties are prohibited from using your personal information except to provide these services to the IRA Program, and they are required to maintain the confidentiality of your information.

This IRA Portal does not use or disclose your race, religion, or political affiliations without your explicit consent.

The IRA Portal keeps track of the websites and pages our customers visit in order to determine what services are the most popular. This data is used to deliver customized content and messaging to customers whose behavior indicates that they are interested in a particular subject area.

The IRA Portal may also disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Human Interest or IRALOGIX or the IRA Portal; (b) protect and defend the rights or property of this IRA Program, IRALOGIX, or the IRA Portal; and, (c) act under exigent circumstances to protect the personal safety of users of the IRA Portal, or the public.

Use of Cookies

The Website uses "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a webpage server. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. For example, if you personalize the IRA Portal, or create an account under the IRA Program for services, a cookie helps recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as addresses, phone numbers, and so on. When you return to the IRA Portal, the information you previously provided can be retrieved, so you can easily use the features that you customized.

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of this IRA Portal.

Storage of Personal Information

Personal information may be stored in or outside the United States. If you live outside of the United States, you understand and agree that we may transfer your information into the United States. The IRA Portal is intended for use in the United States and is subject to the laws of the United States, which may not provide the same level of protection as those in your own country.

Additionally, the IRA Portal will hold your personal information on our systems for as long as is necessary for us to provide services to you or pursuant to our legal agreement with you and to satisfy other legal requirements.

Security of Personal Information

This IRA Portal secures your personal information from unauthorized access, use or disclosure utilizing commercially reasonable means. This IRA Portal secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access,

use or disclosure. When personal information is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

Additional Rights

The following explains the rights provided by certain states.

If you are a California resident, you may have additional rights under the California Consumer Privacy Act.

If you are a Nevada resident, you may opt out of future sales of certain covered information collected through our website by contacting us at legal@iralogix.com with the subject line “Nevada opt—out”.

The applicability of these and other state laws may vary depending on our relationship with you.

Changes to this Statement

We may modify this Statement at any time, without prior notice, and changes may apply to any personal information we already hold about you, as well as any new personal information collected after the Statement is modified. If we make changes, we will notify you by revising the date at the top of this Statement. If you continue to access or use our services after receiving the notice of changes, you acknowledge your acceptance of the updated Statement.

Contact Information

We welcome your comments regarding this Statement of Privacy. If you believe that this IRA program has not adhered to this Statement, please contact IRALOGIX at legal@iralogix.com. We will use commercially reasonable efforts to promptly determine and remedy the problem.

Human Interest IRA Program Terms of Use

Introduction

These terms of service govern your use of this Human Interest IRA Portal; By using this IRA Portal, you accept these terms of service in full. If you disagree with these terms and conditions or any part of these terms of service, you must not use this IRA Portal.

License to use website

Unless otherwise stated, IRALOGIX, Inc. (IRALOGIX) and/or its licensor Human Interest Personal LLC or its affiliates (“Human Interest”) own the intellectual property rights in the IRA Portal and material on the IRA Portal. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the IRA Portal for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not, without prior written consent of IRALOGIX:

- republish material from this IRA Portal (including republication on another website);
- sell, rent or sub-license material from the IRA Portal;
- create a hyperlink to this website that uses any logo, graphic slogan or other mark found herein;
- show any material from the IRA Portal in public;
- take any action that creates an unreasonable or disproportionately large load or traffic on this IRA Portal or its network infrastructure that adversely affects the IRA Portal, its infrastructure or its users;
- decompile, reverse engineer, modify or disassemble any of the software associate with the website and its network infrastructure;
- reproduce, duplicate, copy or otherwise exploit material on this IRA Portal for a commercial purpose;
- edit or otherwise modify any material on the IRA Portal; or
- redistribute material from this IRA Portal (except for content specifically and expressly made available for redistribution).

Where content is specifically made available for redistribution, it may only be redistributed within your organization unless specifically authorized on the site to do otherwise.

Acceptable use

You must not use this IRA Portal in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this IRA Portal to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including limitation scraping, data mining, data extraction and data harvesting) on or in relation to this IRA Portal without IRALOGIX's express written consent.

You must not use this IRA Portal to transmit or send unsolicited commercial communications.

You must not use this IRA Portal for any purposes related to marketing without IRALOGIX's express written consent.

Frequent Trading Policy

The purpose of the Frequent Trading Policy is to provide written guidelines surrounding the standard for monitoring and enforcement of Rule 22c-2 of the Investment Company Act of 1940 and the stated requirements for intermediaries.

Most recent SEC amended rule:

<https://www.sec.gov/Archives/edgar/data/356476/000119312510291404/dex9928h3.htm>

POLICY

Definitions:

- Exchange Purchase – Accountholder-initiated fund transfer of any portion of an accountholder's assets into an investment (not including purchases into the investment made with new assets contributed or rolled into the IRA)
- Exchange Redemption – Accountholder-initiated fund transfer of any portion of an accountholder's assets in an IRA out of an investment (not including the withdrawal or distribution of assets out of an IRA).
- Frequent Trading – Any self-directed rebalancing trade in excess of (2) within thirty (30) calendar days.
- Portfolios/Models – The investment portfolios currently or prospectively offered through the IRA as a result of allocation advice being offered by Morningstar Investment Management LLC or any other technology-driven advisor (“Robo-advisor”).
- Purchase Restriction Period – The thirty (30) Day period during which an accountholder will be restricted from initiating Exchange Purchases or Exchange Redemptions within the IRA.
- Initial Self-directed Trade– Accountholder initiated rebalancing trade within the IRA. The accountholder can have up to (2) rebalancing trades in any 30-day period.
- Second Self-Directed Trade– Accountholder initiated rebalancing trade followed by a 2nd accountholder rebalancing trade within a thirty (30)-day period.

Mechanics:

- 1) The Initial Self-directed Trade across the portfolio results in a pop-up communication outlining the definition of our Frequent Trading Policy.
- 2) The Second Self-directed Trade attempt within 30-days of each other results in a pop-up warning for the accountholder that if executed results in a 30-day restriction in the account:
 - a) The restriction does not apply to contributions, withdrawals, any exchanges as part of a portfolio or model resulting from a Robo-advisor or an automatic rebalancing program; only accountholder initiated rebalancing trades.
 - b) In effect, the IRA accountholder will be allowed (2) self-directed asset allocation trades in any 30-day period.
 - c) Future self-directed trades in excess of this policy will result in the same 30-day trading restriction in an account.

Monitoring applies only to accountholder-initiated exchanges involving any fund within any IRA account. This policy may be modified to adjust to legal and modified trading requirements.

Restricted access

Access to certain areas of the IRA Portal are restricted. Human Interest and IRALOGIX reserve the right to restrict access to other areas of the IRA Portal, or indeed the entire IRA Portal, at their discretion.

In order to use the IRA Portal, you must establish a user ID and password to enable access to restricted areas of this IRA Portal or other content or services. You must ensure that the user ID and password are kept confidential.

IRALOGIX may temporarily disable your user ID and password in IRALOGIX's sole discretion without notice.

No warranties

The IRA Portal is provided "as is" without any representations or warranties, express or implied. IRALOGIX makes no representations or warranties in relation to this IRA Portal or the information and materials provided on this IRA Portal.

Without prejudice to the generality of the foregoing paragraph, IRALOGIX does not warrant that:

- this IRA Portal will be constantly available, or available at all; or
- the information on this IRA Portal is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute legal, financial or tax advice of any kind. If you require advice in relation to any legal, financial or tax matters you should consult an appropriate professional.

Limitations of liability

IRALOGIX and Human Interest will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this IRA Portal :

- to the extent that the IRA Portal is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, loss or corruption of information or data.

These limitations of liability apply even if IRALOGIX has been expressly advised of the potential loss.

Exceptions

Nothing in these terms of service will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in these terms of service will exclude or limit IRALOGIX's and its client Human Interest's liability in respect of any:

- death or personal injury caused by IRALOGIX's negligence;
- fraud or fraudulent misrepresentation on the part of IRALOGIX; or
- matter which it would be illegal or unlawful for IRALOGIX to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this IRA Portal, you agree that the exclusions and limitations of liability set out in these terms of service are reasonable.

If you do not think they are reasonable, you must not use this IRA Portal.

Other parties

You accept that, as a limited liability entity, IRALOGIX has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against IRALOGIX or its clients, officers or employees in respect of any losses you suffer in connection with the IRA Portal.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in these terms of service will protect IRALOGIX's and its clients, officers, employees, agents, subsidiaries, successors, assigns and sub-contractors.

Unenforceable provisions

If any provision of these terms of service is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these terms of service.

Indemnity

You hereby indemnify IRALOGIX and its clients and undertake to keep them indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by IRALOGIX or its clients to a third party in settlement of a claim or dispute on the advice of legal advisers) incurred or suffered by IRALOGIX or its clients arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to IRALOGIX and its clients other rights under these terms of service, if you breach these terms and conditions in any way, IRALOGIX and/or its clients may take such action as deemed appropriate to deal with the breach, including suspending your access to the IRA Portal, prohibiting you from accessing the website, blocking computers using your IP address from accessing the IRA Portal, contacting your internet service provider to request that they block your access to the IRA Portal and/or bringing court proceedings against you.

Variation

IRALOGIX may revise these terms of service from time-to-time. Revised terms and conditions will apply to the use of this IRA Portal from the date of the publication of the revised terms of service on this IRA Portal. Please check this page regularly to ensure you are familiar with the current version.

Assignment

IRALOGIX may transfer, sub-contract or otherwise deal with IRALOGIX rights and/or obligations under these terms of service without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of service.

Severability

If a provision of these terms of service is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms of service, together with any account opening or support documents and the Privacy Policy, constitute the entire agreement between you and IRALOGIX and its customers in relation to your use of this IRA Portal, and supersede all previous agreements in respect of your use of this IRA Portal.

Arbitration; Choice of Law

You agree that any dispute or claim arising out of your use of the IRA Portal, including any dispute or claim as to the application, enforceability, scope, or interpretation of this agreement to arbitrate, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these terms of use.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, subject to these terms of use, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages), and must follow these terms of use.

Arbitration shall be administered by the Judicial Arbitration and Mediation Sites, Inc. (“JAMS”), pursuant to the most-current JAMS Streamlined Arbitration Rules & Procedures, and conducted by a single, neutral arbitrator. The JAMS rules are available on JAMS’ website, www.jamsadr.com. Arbitration hearings will take place in San Francisco. To the extent this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the “Minimum Standards”), the Minimum Standards in that regard will apply.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, group, or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that notwithstanding our agreement to only arbitrate disputes as stated above, we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

If any part or parts of this arbitration agreement are found to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the arbitration agreement shall continue in full force and effect.

These terms of service and any related disputes will be governed by the laws of the State of California (without regard to conflicts of law principles). You and we agree that these terms of use affect interstate commerce and that the interpretation and enforceability of these terms of service shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq., to the maximum extent permitted by applicable law.

The Human Interest IRA program and this website are administered and licensed by IRALOGIX

IRALOGIX, Inc. is a Delaware corporation with an address of:
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You can contact the Human Interest IRA program through IRALOGIX by email at support@iracustomer care.com.