

Terms Of Use – Employee

Definitions

For purposes of these Terms of Use:

“Another’s Data” means any content or data that

- (1) a person other than You provides to ARSCO via Austin Community College Retirement Manager web site or stores in or contributes to Austin Community College web site;
- (2) is stored in or processed, transmitted, displayed, or reported by Austin Community College on behalf of a person other than You;
- (3) is provided to ARSCO on behalf of a person other than You; or
- (4) a person other than You manipulates, modifies, calculates, or retrieves by using Austin Community College.

“Austin Community College” means Austin Community College, including all of its institutions.

“Austin Community College” means Austin Community College Retirement Manager web site.

“Vendor” means any currently authorized vendor, grandfathered vendors, or other exception vendors from which Austin Community College retirement plans permit Austin Community College employees to purchase qualified plans.

“ARSCO” means AIG Retirement Services Company, a corporation organized under the laws of the State of Texas and operator of Austin Community College Retirement Manager.

“You” or “Your” refers to any employee of Austin Community College or any authorized agent, executor, or representative of a Austin Community College employee, who are only authorized to access Austin Community College Retirement Manager in accordance with these Terms of Use.

“Your Institution” or “My Institution” mean Austin Community College, including Austin Community College, for which You work.

You are entitled to receive the following information before you consent to enter into binding electronic transactions with Austin Community College. Please read this information carefully and print a copy for your files.

CONDITIONS OF USE

BY USING AUSTIN COMMUNITY COLLEGE RETIRMENT MANAGER, YOU ACKNOWLEDGE YOUR ASSENT TO THE FOLLOWING CONDITIONS OF USE WITHOUT LIMITATION OR QUALIFICATION. PLEASE READ THESE CONDITIONS CAREFULLY BEFORE USING AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER. ARSCO AND AUSTIN COMMUNITY COLLEGE MAY REVISE THESE TERMS OF USE AT ANY TIME WITHOUT PROVIDING PRIOR NOTICE TO YOU BY UPDATING THE WEB PAGE ON WHICH THESE TERMS OF USE ARE POSTED AND LINKED TO AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER. YOU ARE BOUND BY ALL SUCH REVISIONS TO THE TERMS OF USE, REGARDLESS OF WHETHER YOU HAVE BEEN ADVISED OF OR ARE AWARE OF SUCH REVISIONS. YOU ARE SOLELY RESPONSIBLE FOR PERIODICALLY ACCESSING AND REVIEWING THEN-CURRENT TERMS OF USE TO WHICH YOU ARE BOUND. YOU MAY WISH TO PRINT A COPY OF THESE TERMS OF USE FOR YOUR FILES EACH TIME THAT YOU ACCESS THEM.

YOU ARE SOLELY RESPONSIBLE FOR OBTAINING, PROVIDING, AND MAINTAINING ALL EQUIPMENT AND SERVICES THAT ARE NECESSARY FOR YOU TO ACCESS AND USE AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER (INCLUDING COMPUTER HARDWARE AND SOFTWARE AND INTERNET ACCESS) AND TO SECURE AND PROTECT ANY INFORMATION YOU OBTAIN, STORE, AND DOWNLOAD FROM AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER.

YOUR BREACH OF THESE CONDITIONS OF USE MAY SUBJECT YOU TO SERIOUS CIVIL AND CRIMINAL LEGAL PENALITIES. YOU ACKNOWLEDGE THAT ARSCO AND AUSTIN COMMUNITY COLLEGE WILL ACT TO PROTECT THEIR RIGHTS UNDER THESE CONDITIONS OF USE AND ALL APPLICABLE LAWS. THE PROVISIONS OF THESE CONDITIONS OF USE ARE FOR THE BENEFIT OF BOTH ARSCO AND AUSTIN COMMUNITY COLLEGE, AND EACH WILL HAVE THE RIGHT TO ASSERT AND ENFORCE SUCH PROVISIONS DIRECTLY OR ON ITS OWN BEHALF.

NO WARRANTIES

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ALL INFORMATION AVAILABLE ON OR

THROUGH AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER IS PROVIDED TO YOU BY AUSTIN COMMUNITY COLLEGE AND ARSCO ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. AUSTIN COMMUNITY COLLEGE AND ARSCO SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH REGARD TO ALL CONTENT AND INFORMATION THAT YOU VIEW, OBTAIN, OR ACCESS ON OR THROUGH AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER.

YOUR USE OF AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER AND THE CONTENT AVAILABLE ON THE SITE IS AT YOUR SOLE RISK.

NEITHER ARSCO NOR AUSTIN COMMUNITY COLLEGE WARRANT THAT YOUR USE OF AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER WILL BE UNINTERRUPTED OR ERROR-FREE.

NEITHER ARSCO NOR AUSTIN COMMUNITY COLLEGE ENDORSES OR IS RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR CONTENT THAT YOU VIEW, OBTAIN, OR ACCESS ON OR THROUGH AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER, INCLUDING ANY OPINIONS, ADVICE, OR STATEMENTS THAT YOU OBTAIN THROUGH USE OF AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ALL INFORMATION, CONTENT, OR RESULTS THAT YOU OBTAIN FROM OR THROUGH AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER. NEITHER ARSCO NOR AUSTIN COMMUNITY COLLEGE MAKES ANY WARRANTIES AS TO THE INFORMATION, CONTENT, OR RESULTS THAT YOU OBTAIN BY ACCESSING OR USING AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER.

YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO ENSURE THAT ANY CONTENT THAT YOU OBTAIN FROM AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER IS FREE OF VIRUSES.

LIMITATION OF LIABILITY

While reasonable efforts are made to include accurate and up-to-date information on Austin Community College Retirement Manager web site, errors or omissions sometimes occur.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW AND CONTRACTUAL AGREEMENTS BETWEEN ARSCO AND AUSTIN COMMUNITY COLLEGE, NEITHER ARSCO, AUSTIN COMMUNITY COLLEGE, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING, OR MAINTAINING AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER IS LIABLE TO YOU OR ANYONE ELSE IN CONTRACT, TORT (INCLUDING FOR ITS OWN NEGLIGENCE), OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS THAT RESULTS FROM YOUR USE OR INABILITY TO USE AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER, OR THE INFORMATION OR CONTENT AVAILABLE ON OR THROUGH AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER, EVEN IF OF REGENTS OR ARSCO OR AN AUTHORIZED REPRESENTATIVE OF EITHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER AUSTIN COMMUNITY COLLEGE NOR ARSCO ASSUMES ANY LIABILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT YOUR COMPUTER EQUIPMENT OR ANY OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING IN AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER, OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER WEB SITE.

IN NO EVENT SHALL EITHER AUSTIN COMMUNITY COLLEGE NOR ARSCOS TOTAL LIABILITY FOR ALL DAMAGES AND LOSSES YOU OR ANYONE ELSE INCURS FOR ALL CAUSES OF ACTION ARISING, IN WHOLE OR IN PART, AS A RESULT OF:

- (1) YOUR ACCESS AND USE OF RETIREMENT MANAGER,
- (2) YOUR INABILITY TO ACCESS OR USE THE RETIREMENT MANAGER, OR
- (3) ANY BREACH BY AUSTIN COMMUNITY COLLEGE OR ARSCO OF THEIR OBLIGATIONS UNDER THESE CONDITIONS OF USE EXCEED THE AMOUNT YOU ACTUALLY PAY, IF ANY, TO ACCESS AND USE THE RETIREMENT MANAGER.

ACCESS TO PASSWORD PROTECTED/SECURE AREAS

Access to and use of password protected and/or secure areas of the Site are restricted to Authorized Users only. "Authorized Users" include You; Austin Community College employees whose job responsibilities relate to the use of Austin Community College Retirement Manager web site; ARSCO employees whose job responsibilities related to the use of Austin Community College Retirement Manager; and employees of a Vendor which has contracted with Austin Community College to retrieve records from Austin Community College Retirement Manager. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution. By accessing the Site, You agree that you are authorized to use the Site.

RESTRICTIONS ON USE OF MATERIALS

You agree to use Austin Community College Retirement Manager only for lawful purposes. You further agree not to send to or store on Austin Community College Retirement Manager anything that:

- (i) violates, infringes, disrupts, or interferes in any way upon the rights of others;
- (ii) includes, communicates, transmits, or distributes viruses, trojan horses, worms, or other malware that is intended to be harmful, disruptive, or destructive to Austin Community College Retirement Manager or any other system;
- (iii) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable;
- (iv) promotes, encourages, or furthers a criminal offense, any civil liability, or any violation of law;
- (v) constitutes the advertising, endorsement, or solicitation of any product or service;
- (vi) solicits or advises users of Austin Community College Retirement Manager to subscribe to any on-line information services.

Any conduct by You that in ARSCOs and Austin Community College determination restricts or inhibits any other User from using or enjoying Austin Community College Retirement Manager is prohibited and may result in Your loss of access to Austin Community College Retirement Manager.

You may not:

- (i) access, use, or attempt to use
 - (a) the account or password of another User of Austin Community College Retirement Manager
 - (b) Another's Data, which you are not authorized to access under any circumstances, or
 - (c) any password protected and/or secure areas of Austin Community College Retirement Manager which You are not authorized to access by ARSCO and Austin Community College, or
- (ii) reverse engineer, reverse assemble, reverse compile, decompile, disassemble, or otherwise alter any executable code, contents, or materials on or received via Austin Community College Retirement Manager.

The products and services provided through Austin Community College Retirement Manager are available only in the United States. You may reproduce the content on this Site only for Your private, personal, non-commercial use, including for the evaluation of Your individual retirement-planning needs. You may not modify, distribute, display, publish, sell, license, or otherwise reproduce the contents displayed on Austin Community College Retirement Manager without the prior written permission of ARSCO.

Notices Relating to Documents Available on this Web Site

The Retirement Manager contains copyrighted material, trademarks, and other proprietary information of ARSCO and Austin Community College, including, without limitation, text, software, photos, video, graphics, music and sound ("Proprietary Material"). You may not modify, alter, publish, transmit, distribute, display, participate in the transfer or sale, create derivative works or in any way exploit, any of the Proprietary Material, in whole or in part, except as otherwise permitted under applicable law, without the advance written approval of both ARSCO and/or Austin Community College, whichever is the owner of the Proprietary Material.

Even if You are permitted, under these Conditions of Use, to copy, redistribute, or publish any Proprietary Material, You will not modify or delete any notices, marks, or other information contained in or appearing in conjunction with such Proprietary Material that identifies ARSCO or Austin Community College ownership of such Proprietary Material, any trademarks,

copyrights, or other intellectual property rights that ARSCO or Austin Community College have in such Proprietary Materials.

In no event do You acquire ownership rights in any of the Proprietary Material. In the even the You access or use the Retirement Manager or any of the Proprietary Material in an unauthorized manner, You may violate applicable copyright, trademark, patent, and/or intellectual property laws and these Conditions of Use.

Subject to the limitations above, You have permission to use and reproduce documents and related graphics available from Austin Community College Retirement Manager for Your personal use, provided that:

1. The copyright notice below appears in all copies and provided that both the copyright and this permission notice appear.
2. The use and reproduction of documents and related graphics available from Austin Community College Retirement Manager is limited to personal, non-commercial use.
3. No documents or related graphics, including logos, available from Retirement Manager are modified in any way; and
4. No graphics, including logos, available from Austin Community College Retirement Manager are used separately from accompanying text.

Examples of “personal use” include printing an article from Austin Community College Retirement Manager to share with Your spouse or a friend, printing a confirmation for a paper record of a transaction that You complete on Austin Community College Retirement Manager, printing planning pages to research Your own balance and asset choices to use for retirement income calculations, and printing information about Your retirement plan for personal filing.

Use or reproduction for any other purpose is expressly prohibited by law, and may result in civil and criminal penalties. Any unauthorized use of images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

CONFIDENTIALITY

You shall have sole ownership of all rights and interest in all information or data that:

- (1) You provide to ARSCO via Austin Community College Retirement Manager,
- (2) You store in or contribute to Austin Community College Retirement Manager,
- (3) is stored in or processed, transmitted, displayed, or reported by the Retirement Manager on Your behalf,
- (4) any data that is provided to ARSCO on your behalf, or
- (5) You manipulate, modify, calculate, or retrieve through Your use of Austin Community College Retirement Manager.

The information described above shall be referred to as “Your Data” and shall include, but not be limited to, the following data associated with You: name, addresses, account balances, account numbers, account activity, social security number, taxpayer identification number, and sensitive financial and health information. Your Data also includes all information derived from Your Data, provided, however, that Your Data does not include any information that is not associated with You or any accounts that you have with Your Vendors. Specifically, Your Data does not include Another’s Data. Moreover, Your Data shall not include data that Your Vendors obtain from ARSCO, and ARSCO shall have no obligation to monitor the use of such data by Your Vendors so long as the data is processed and handled by ARSCO in accordance with these Terms of Use and the contracts between Austin Community College and ARSCO.

You hereby authorize ARSCO and Austin Community College to collect aggregate information which is not personally identifiable to You about Your use of Austin Community College Retirement Manager. You also authorize ARSCO and the School to use Your Data to provide any service that You request, including, but not limited to, authorization for ARSCO to disclose Your Data to Your authorized Vendor or Vendors.

ARSCO and its employees, agents, and contractors, and other persons associated with ARSCO (collectively referred to as “ARSCO Users”) will only use, reuse, distribute, transmit, manipulate, copy, modify, access, disclose, or redisclose Your Data to the extent necessary for ARSCO to implement and maintain Austin Community College Retirement Manager. The ARSCO Users do not include Your Vendors. ARSCO and the ARSCO Users will hold Your Data in confidence and protect Your Data to the same extent, and in at least the same manner as Austin Community College is required to protect its own data, but in no case in a lesser manner than a reasonable degree of care under the circumstances. ARSCO will not permit Your Data to be used, reused, distributed, transmitted, manipulated, copied, modified, accessed, disclosed, or redisclosed by ARSCO or any ARSCO

Users for the purposes of selling, trading, managing, marketing, advertising, or providing investment information, advice, or recommendations concerning stocks, bonds, securities, annuities, or other financial products or services offered by ARSCO or any other person or entity.

ARSCO has implemented security features to prevent the release of or access to Your Data that is transmitted through or stored in Austin Community College Retirement Manager. One of these features is limitation of access to Austin Community College Retirement Manager to only employees of Austin Community College who are participants in the Schools retirement plans; and to employees of Your Vendors, all of whom are assigned confidential IDs and passwords and who need access to Austin Community College Retirement Manager to service and maintain Austin Community College Retirement Manager and to carry out Your instructions relating to your participant in one of Austin Community College retirement plans. All ARSCO employees are required to certify their understanding that Your Data is considered confidential, that it is important to safeguard Your Data, and that ARSCO will take appropriate action against any of its employees who fail to acknowledge these facts or adhere to the requisite standards of conduct.

Austin Community College Retirement Manager requires that You use a browser that supports Secured Socket Layer (SSL) encryption to scramble information over the Internet as it is sent from Your computer to ARSCO's server. Finally, Austin Community College Retirement Manager is protected by a system of filtering routers and firewalls, which form a barrier between the outside Internet and the internal network.

Although Austin Community College and ARSCO try to protect Your Data, they cannot guarantee that information sent over the Internet is completely confidential. There are certain aspects of Internet usage, Your computer and Your links to the Internet that Austin Community College and ARSCO cannot control. Therefore, transmission of information to us on the Internet must be undertaken at Your own risk. If You use Austin Community College Retirement Manager for any transaction, You are responsible for maintaining the confidentiality of Your individual account, any transaction effected through Austin Community College Retirement Manager, any password and other identification that You use to access Austin Community College Retirement Manager, including restricting access to the computer used to access Austin Community College Retirement Manager. You agree to accept full responsibility for all activities that occur under Your account or password connected with Your breach of Your obligation of confidentiality.

AUSTIN COMMUNITY COLLEGE RETIREMENT MANAGER
WEB SITE DOES NOT PROVIDE FINANCIAL ADVICE

Austin Community College Retirement Manager web site and the information contained herein do not constitute investment advice, an offer, or

a solicitation for the purchase or sale of any securities or insurance product. If any information is construed to be an offer for the purchase and sale of securities, You should consult the appropriate prospectus and other registration materials filed with the Securities and Exchange Commission (SEC). If You desire to purchase a security of any kind we recommend that you contact a qualified stockbroker or financial advisor.

CONTACT AND NOTIFICATION INFORMATION

For questions concerning this Terms of Use, technical information, difficulties in using Austin Community College Retirement Manager, and for any other question relating to the services offered through Austin Community College Retirement Manager web site, please contact the Site Operator by phoning 1-800-853-6399, extension 1357.

AGREEMENT TO USE ELECTRONIC RECORDS AND SIGNATURES

This notice contains important information that You are entitled to receive before You consent to enter into binding electronic transactions through the Retirement Manager web Site. Please read this notice carefully and print a copy for your files.

Electronic Authorizations

Retirement Manager will allow You to enter into an Authorization for Reduction for Employee Contribution and an Authorization to Change and/or Select Carriers (hereafter, the “Authorizations”) that Austin Community College and ARSCO are providing to You electronically. These Authorizations will constitute electronic records and are confidential. Steps have been taken to safeguard the confidentiality and security of the Authorizations. However, Your cooperation is required in order to maintain the confidentiality and security of these electronic records. In particular, You are required to take the necessary precautionary measures to prevent unauthorized access to Austin Community College Retirement Manager and Your Authorizations by others. You must not allow anyone other than Yourself access to Austin Community College Retirement Manager web site or to these electronic records.

You agree to notify us immediately if You suspect that an unauthorized person has accessed Your Authorizations or any other electronic record relating to You accessed through Austin Community College Retirement Manager.

You shall assume full responsibility and risk each time You view or print any portion of the information available to You on Austin Community College Retirement Manager and/or each time that You use any of the online services offered through Austin Community College Retirement Manager.

Please note that You will use Austin Community College Retirement Manager to access Your confidential Authorizations. Only current Austin Community College employees are authorized to do so. While accessing Austin Community College Retirement Manager, You also agree to be bound by the Conditions of Use. In order to safeguard and protect Your privacy, the Site utilizes advanced security techniques, which require Microsoft Internet Explorer version 4.0 or Netscape version 6.0. These can be downloaded from Microsoft and Netscape respectively.

Agreement to Use Electronic Records and Signatures

With Your consent, ARSCO and The College of Dupage will provide access to Your Authorizations by displaying the Authorizations after You have signified Your consent to use electronic records and signatures through Austin Community College Retirement Manager. You may print the Authorizations and retain them for Your records.

If you wish to view Your Authorizations electronically, Your user ID and password, which you will use to access the Authorizations and other records on Austin Community College Retirement Manager, will be recognized as Your electronic signature. When you use Your user ID and password to sign the Authorizations, Your user ID and password will act as a legally binding signature. You agree that the electronic records documenting Your electronic signature on the Authorizations will be admissible as an original signed document in any court of law and that You will not challenge or dispute the authenticity of such records on the grounds that an electronic signature is not legally binding.

Important Disclosures about Electronic Policy Records

What type of hardware and software will I need to access the Authorizations?

To access and retain each Authorization, You must be able to view the material on your monitor. You must also be able to send screen prints to Your printer. Most Internet browsers provide a convenient method of printing the material You view on your monitor.

How to print.

If You have access to a printer, You will be able to print Your Authorizations and keep them for Your records. If You have any trouble printing out or otherwise accessing Your Authorizations, You may call your Austin Community College Human Resources benefits office. The telephone number is found at the "Contact Us" link at the top of each page of Austin Community College Retirement Manager web site.

Requests for paper.

After consenting to receive the Authorizations electronically, You may, upon request, obtain a paper copy of each Authorization by calling Your Human Resources benefits office. The telephone number is found at the “Contact Us” link at the top of each page of Austin Community College Retirement Manager.

How can I withdraw consent?

Your use of Austin Community College Retirement Manager to authorize Austin Community College to enroll You as a participant in Austin Community College Retirement Program, the voluntary Section 403(b) plan, or the Section 457(b) deferred compensation plan by reducing Your gross salary as provided in the Code and to elect or change the authorized Vendor to receive Your contributions do not require You to do future transactions electronically through Austin Community College Retirement Manager. If You wish to withdraw Your consent, You may do so by contacting your Human Resources benefits office. The telephone number is found at the “Contact Us” link located at the top of each page of Austin Community College Retirement Manager

ELECTRONIC CONSENT

1. I have read the information above about the hardware and software requirements to use Austin Community College Retirement Manager web site in connection with my entering into an electronic Authorization for Employee Contribution and Authorization to Change and/or Select Carriers with Austin Community College.
2. I consent to the use of an electronic record and an electronic signature as evidence of my Authorizations in place of a written document and handwritten signature.
3. I am able to view this consent. I am also able to review my Authorizations by accessing my account on this web site with my User ID and password.
4. I have an e-mail address at my place of employment with Austin Community College, and I am able to send e-mails and receive e-mails with hyperlinks to web sites.

5. In completing this consent process by having typed in my User ID and Password above and by clicking the SUBMIT CONSENT button, I am reasonably demonstrating that I can access my account on Austin Community College Retirement Manager web site with my User ID and password.