DISCLAIMER OF STUDENT TUITION FUND, INC.

- 1. This website is issued by Student Tuition Fund, Inc. ("Student Tuition Fund").
- 2. Please read the terms and conditions of use (the "Terms") carefully before using this website. Your use of this website constitutes acceptance of the Terms and the relevant privacy policy. If you do not agree to the Terms, you must not use this website and should exit it immediately.

Acceptable Use

- 3. You agree to use this website only for lawful purposes and in a manner which does not infringe the rights of Student Tuition Fund or any third party (including, without limitation, any beneficiary of Student Tuition Fund programs) or restrict or inhibit the use and enjoyment of this website by any third party.
- 4. You may not knowingly transmit any data, or send or upload any material, to this website that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful program or computer code designed to adversely affect the operation of any computer software or hardware.
- 5. If you breach the Terms, your permission to use this website terminates immediately. Where Student Tuition Fund determines, in its sole discretion, that a breach of the Terms has occurred, Student Tuition Fund may take such action as it deems appropriate, including, but not limited to:
- 5.1. initiating legal proceedings against you for reimbursement of all costs on an indemnity basis resulting from the breach;
 - 5.2. claiming damages from you;
 - 5.3. instituting criminal proceedings against you; and
 - 5.4. preventing you accessing this website.

Such reliance on the above remedies shall be without limitation to any other rights which Student Tuition Fund may have in law or in equity.

Disclaimer

- 6. Student Tuition Fund does not guarantee or warrant:
 - 6.1. that this website's facilities and functions will be free from error or uninterrupted;
 - 6.2. that the content on this website is accurate or complete;
- 6.3. that this website or the server that makes it available to you are free of viruses or bugs; or

- 6.4. that defects will be corrected.
- 7. Student Tuition Fund does not accept liability for incorrect content or errors and omissions in this website or its content (whether of legal, typographical, technical or other nature) and will not be liable for any data lost or any equipment or software replaced by you as a result of you using this website.
- 8. The content on this website is provided for general information purposes only, and is not legal, tax, or investment advice. If expert assistance is required, the services of a competent professional should be sought.
- 9. Student Tuition Fund makes no representations about the suitability, reliability, timeliness, comprehensiveness and accuracy of the information, services and other content contained on this website.
- 10. The use of any information contained on this website is at your own risk and neither Student Tuition Fund nor its affiliates or agents accept liability for the use of and/or reliance upon any information of this website, nor shall they be liable in any manner for any direct, incidental, special, consequential, indirect or punitive damages that result from the use of or reliance upon or the inability to use, the information contained on this website or the information in any websites or pages linked to this website.
- 11. This website may contain links to other websites solely for your convenience. No responsibility is taken by for the contents contained on such links. Listing of a company, service, organization or product on this website does not in any way imply endorsement.
- 12. Other than personally identifiable information, which is covered under our privacy policy, any communication or material (including, without limitation, any data, questions, comments and suggestions) that you transmit to, or post on any public area of this website (including, without limitation, chat rooms, forms, bulletin boards if available), will be treated as non-confidential and non-proprietary information unless otherwise stated by Student Tuition Fund. Student Tuition Fund reserves the right to remove, without notice, any material posted in any public area of this website.

Donations

- 13. If you sign up to become a regular donor online you have the right to cancel at any time.
- 14. Student Tuition Fund does not guarantee the security of online transactions.
- 15. Any loss incurred or sustained by you when transmitting information via this website shall be borne solely and exclusively by you and in no event shall any such loss in whole or in part be borne by Student Tuition Fund.

User rights and intellectual property rights

- 16. Unless otherwise stated, the copyright and all other intellectual property rights in all material on this website are held by or licensed to Student Tuition Fund and/or Student Tuition Fund's content and technology providers. All rights in texts, images and materials appearing in this website are reserved.
- 17. You may read and download materials (in their entirety) for personal use only, on condition that you comply with the Terms. You may not alter any material, repost or sell it without permission. Commercial use or publication of all or any material displayed and any use of the Student Tuition Fund logo, without prior written permission from Student Tuition Fund, is strictly prohibited.

Access

18. Access to this website is permitted on a temporary basis, and Student Tuition Fund reserves the right to withdraw or amend the service without notice. Student Tuition Fund will not be liable if for any reason this website is unavailable at any time or for any period.

Alterations

19. Student Tuition Fund expressly reserves the right, in its sole and absolute discretion, to terminate, suspend or alter the content of this website and to amend the Terms at any time. Your continued use of this website after alteration of the Terms constitutes acceptance of the modified terms.

Links

- 20. You may link to this website, provided you do so in a way that is fair and legal and does not damage Student Tuition Fund's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Student Tuition Fund's part where none exists.
- 21. You must not establish a link from any website that is not owned by you. Student Tuition Fund reserves the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in 'Acceptable use' above.

Privacy policy

22. Student Tuition Fund uses, stores and processes information about you in accordance with Student Tuition Fund's privacy policy. By using this website, you consent to such use, storage and processing.

Jurisdiction and applicable law

- 23. Terms and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the Terms shall be governed by and construed in accordance with the laws of Utah, United State of America. Any disputes relating to the Terms shall be subject to the exclusive jurisdiction of the Fifth Judicial District Court in and for Washington County, Utah, or the U.S. Federal Court for the District of Utah, as determined in the sole and absolute discretion of Student Tuition Fund.
- 24. If any provision of the Terms is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability under the law of that jurisdiction of any other provision, and the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision, shall not be affected or impaired in any way thereby.