

## Goldman Sachs & Co. LLC

### Terms of Use

Last Modified September 7, 2018

PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING GOLDMAN SACHS & CO. LLC'S DIGITAL ADVISORY SERVICES GROUP'S WEBSITES ([WWW.HONESTDOLLAR.COM](http://WWW.HONESTDOLLAR.COM), [INVEST.GOLDMAN.COM](http://INVEST.GOLDMAN.COM)) OR ANY ASSOCIATED WEBSITES, PRODUCTS, SERVICES AND MOBILE APPLICATIONS (COLLECTIVELY, THE "SITE"), YOU ARE AGREEING TO THESE TERMS OF USE (THE "TERMS"). THESE TERMS ARE SUBJECT TO CHANGE. IF YOU DO NOT AGREE TO THESE TERMS OR ANY MODIFIED VERSION OF THESE TERMS, YOU SHOULD STOP USING THIS SITE IMMEDIATELY.

YOU AGREE THAT THESE TERMS ARE THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN GOLDMAN SACHS & CO. LLC ("GS&CO.", "WE," "US," OR "OUR") AND EACH USER OF THE SITE ("YOU"), THAT YOU HAVE READ THESE TERMS, AND ACCEPT, UNDERSTAND AND WILL BE BOUND BY THEM.

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#### 1. General

By accessing and/or using the Site, you are agreeing to these Terms. These Terms apply to any use of the Site. These Terms apply: (1) when you use the Site as a guest; (2) when you register as a user of the Site; and (3) when you sign up for or receive the investment advisory services provided through the Site ("Services").

Our Services allow you to establish a user account on our Site (a “**User Account**”) and open advisory accounts (each an “**Advisory Account**”), through which contributions or deposits you make will be invested in accordance with the advisory services that we provide to our clients (the “**Program**”). Unless indicated to the contrary, the term “**Accounts**” refers to both your User Account and your Advisory Accounts. Because we are always working on new ways to improve our Services, we reserve the right to modify or change our Site or any of the Services, temporarily or permanently, with or without notice to you, and we are not obligated to support or update the Site or any Services. You acknowledge and agree that we will not be liable to you or any third party in the event that we exercise our right to modify, change, or discontinue the Site or any Services.

Your e-mail address will be your “**User ID**” for purposes of your Accounts. “**Password**” means one or more authentication devices (including alphanumeric codes) associated with a User ID that GS&Co. may now or in the future require for access to your Accounts through the Site. GS&Co. reserves the right to terminate, suspend, or change any Password(s). You are fully responsible for all acts and omissions relating to the use of the Site, including the selection of portfolios for, and contributions, deposits, and withdrawals from, your Advisory Accounts, by any person who uses your User ID and Password(s). You may not share your Password(s) with others, and you must notify GS&Co. immediately if you know or suspect that the confidentiality of your Password(s) has been compromised. You are the only person who may use your User ID and Password to access the Site.

If you decide to participate in the Program, you must enter into the “**Agreements**”, which term refers collectively to an Investment Advisory Agreement with GS&Co. (the “**Advisory Agreement**”) and a Custodial Agreement with the Custodian. Initially capitalized terms not otherwise defined herein have the meaning ascribed to such term in the Agreements. The scope of any investment advisory relationship GS&Co. has with you is defined in the Advisory Agreement. Except as otherwise stated in the Advisory Agreement, material provided on the Site is provided solely on the basis that it is educational only and will not constitute investment advice.

You agree to provide, when you create an Account and as requested through the Site, accurate, current and complete information about yourself including, but not limited to, your name, social security number or other tax identification number, address, e-mail address, and certain information about your financial situation, time horizon, and risk tolerance (collectively, your “**Client Information**”). You further agree to promptly update your Client Information when it changes to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect such, we reserve the right to terminate your Accounts and refuse any and all current or future use of the Site and the Services by you.

The Services may be accessed through the Internet using your mobile device or through a mobile application (the “**Application**”), which may be downloaded and installed onto your mobile device. Upon downloading the Application to your mobile device, you will be asked to create a User Account in accordance with this Section, if you have not already created one. If you already have a User Account, you must log-in using your temporary authorization code to use the Services. You agree that you will download and install any software updates for the Application as they become available.

## **2. Changes; Conflicts**

We reserve the right, in our sole discretion, to change, modify, add, or remove portions of these Terms. Any material modifications to the Terms must be in writing to be binding, and may be sent to you by e-

mail or provided through the Site, including by posting the revisions on the Site. You agree that notices regarding any such modifications provided to you by any of the foregoing methods constitute reasonable and sufficient notice. Continued use of the Site or the Services following such modifications constitutes your acceptance of those modifications. If you participate in the Program and there is a conflict between these Terms and the terms of an Agreement, the terms of the Agreement will govern solely with respect to the applicable Services covered by the Agreement.

### 3. Eligibility

You must be an individual of at least twenty-one (21) years of age and reside in the United States or on a United States military base in order to use the Site. You must be capable of forming a binding contract under the laws of the United States.

### 4. Site Requirements

To use the Site and to view documents presented in connection with certain of our Services, you will need a:

- Current Version (defined below) of an Internet browser we support;
- connection to the Internet;
- Current Version of a program that accurately reads and displays PDF files (which may be either a browser that supports native PDF rendering or a program such as Adobe Acrobat Reader); and
- device and an operating system capable of supporting all of the above.

By “**Current Version**,” we mean a version of the software that that we support and that is currently being supported by its publisher. We support the Current Version and, for a period of time, the version immediately prior to the Current Version of Firefox, Google Chrome, Microsoft Internet Explorer, and Safari.

To use the Site (including an Application) on a mobile device, you must:

- use a compatible mobile device operating system that meets the specifications established by GS&Co. in its sole discretion, as described in the Electronic Signature and Delivery Agreement (the “**E-Sign and Delivery Agreement**”); and
- understand and agree you are still subject to the terms and conditions of any agreement you have with any mobile service provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.) or any app store or marketplace (e.g., Apple, Inc., or Google, Inc. (Android)), and these Terms do not amend or supersede any of those separate agreements. You understand that such services may provide for fees, charges, limitations, and restrictions which might impact your use of Site and the Services (e.g., data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations, and restrictions. You must comply with applicable third party terms when using the Site and the Services (e.g., you cannot be in violation of your wireless provider agreement when using the Site or the Services).

A mobile device that has been modified contrary to the manufacturer’s or mobile service provider’s software or hardware guidelines, including, but not limited to, disabling hardware or software controls (e.g., “jailbreaking”), is not a compatible device with the Site for purposes of these Terms. The use of

any modified mobile device with the Services or Site is a violation of these Terms and is grounds for the immediate termination of your Services, including your Advisory Account, by GS&Co. without prior notice to you in GS&Co.'s sole discretion.

## 5. License; Ownership of Content

Subject to these Terms, we grant you a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable license to access the Site for your own personal use and **not** for any other purpose, including, but not limited to, any commercial use ("**Your License**"). All rights, title, and interest in and to the Site and its Content shall belong to us or our Licensors and Suppliers (as applicable and as defined below), including all modifications thereof and enhancements thereto.

As used in these Terms, "**Content**" means all text, videos, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork, algorithms, functionalities, features, data and databases, computer code, downloads, and all other content, including, but not limited to, design, structure, "look and feel," and arrangement of the content, available on or through the Site. All Content is owned, controlled, or licensed by or to us, and is protected by law, including United States trade dress, copyright, database, and trademark laws, and other state, national, and international laws and regulations regarding intellectual property rights and unfair competition. The Content and the Site are operated and maintained by GS&Co. and its affiliates, and/or their licensors and suppliers (which may include lessors, lessees, owners, sellers, buyers, agents, brokers, multiple listing services, builders, service providers, content providers, vendors, and others) (collectively, "**Licensors and Suppliers**"). Except as expressly provided in these Terms, no part of the Site or the Content may be copied, reproduced, republished, posted, publicly displayed, translated, assigned, sold, distributed, or modified, nor may derivative works be prepared therefrom for any other purpose, including, but not limited to, any commercial use. Subject to the limited rights to use the Site, Content, and the Services as expressly granted to you pursuant to these Terms, we retain all right, title, and interest in and to the Site, Content, and the Services, including all related intellectual property contained therein.

The name Goldman Sachs & Co. LLC, the Honest Dollar logo, and other trademarks, service marks, graphics, and logos of Goldman Sachs & Co. LLC or The Goldman Sachs Group, Inc. (together with its affiliates, agents, and assigns worldwide, "**Goldman Sachs**") used in connection with the Site are our, or our applicable affiliate's, trademarks or registered trademarks (collectively "**Goldman Sachs Marks**"). Other trademarks, service marks, graphics, and logos used in connection with the Site are the trademarks of their respective owners (collectively "**Third Party Marks**"). Nothing contained on this Site should be construed as granting any license or right to use any of the Goldman Sachs Marks or Third Party Marks displayed on this Site without prior written permission from us or any party that may own any of the Third Party Marks.

## 6. Privacy

Certain features or services offered on or through the Site may require you to open a User Account and/or an Advisory Account and set up a profile, providing certain personally-identifiable Client Information. We reserve the right to restrict certain areas of information on the Site to such registered users. We are committed to your privacy, and the information you provide to GS&Co., including your Client Information and any other personal information, is subject to the terms of GS&Co.'s Privacy Policy, which is available on the Site. By entering into these Terms, you represent that you have read, understood, and agree to GS&Co.'s Privacy Policy.

## 7. Third Party Sites

The Site may contain links and other functionality that connect with websites and applications not provided by us, including social media sites (“**Third Party Sites**”). We are providing these links and functionality solely as a convenience to you. We are not responsible for and have no liability for the content, features, products, services, privacy policies, or terms of service of any Third Party Sites. The fact that we have provided a link to a Third Party Site is not an endorsement of that Third Party Site or its owners, sponsors, or operators. We have not tested, nor do we review, monitor, or verify any information, software, or products found on any Third Party Site and therefore do not make any representations about those sites or any associated products or services. You will need to make your own independent judgment regarding your interaction with Third Party Sites. It is your responsibility to evaluate the accuracy, reliability, timeliness, and completeness of the content of Third Party Sites. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature, or reliability of third party web sites, including, without limitation, Third Party Sites and websites linking to the Site. You should review applicable terms and policies, including privacy and data gathering practices, of third party web sites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

GS&Co. has relationships with one or more advertisers, including operators of websites matching consumers with providers of various financial products and services, pursuant to which GS&Co. compensates such advertiser for the advertising services provided. Such advertising relationships are not related to any client referrals, and, to the extent that GS&Co. may from time to time make any cash payments for client referrals to third parties, GS&Co. conducts any such referral arrangements consistent with applicable laws, including Rule 206(4)-3 under the Advisers Act of 1940.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY (1) YOUR RELIANCE ON ANY CONTENT INCLUDING ANY OPINION, ADVICE, CONTENT, OR OTHER INFORMATION AVAILABLE THROUGH THE SITE OR ANY THIRD PARTY SITE OR (2) YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A THIRD PARTY SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY OPINION, ADVICE, OR OTHER CONTENT AVAILABLE ON OR THROUGH THE SITE OR OBTAINED FROM A THIRD PARTY SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE, CONTENT, OR OTHER INFORMATION CONTAINED ON THIS SITE OR ANY THIRD PARTY SITE.

## 8. Use and Restrictions

### Permitted Uses

Subject to the provisions in these Terms, you may use the Site for personal use and non-commercial purposes to:

- learn about the Program;
- learn about our investment advisory strategies, the portfolios we offer, and the securities that comprise those portfolios;
- enter into the Agreements;
- open Accounts to participate in the Program;

- select a portfolio from the various model portfolios we offer to you;
- initiate requests to deposit money for investment in the Program or to sell securities and withdraw money invested in the Program, including full withdrawals followed by Account termination;
- access statements and confirmations regarding transactions in connection with the value of your Advisory Account;
- access and print or download copies of the current version of these Terms, the Agreements, and other documentation relating to the Program; and
- make such other use of the Site as we may expressly permit in writing from time to time in furtherance of the objectives and growth of the Program.

### Prohibited Uses

You shall not reverse engineer, de-compile, or otherwise translate, in any way, the Content and user interface made available from, on, or through the Site or Application. Except as expressly granted herein, you have no right or claim of right to the Content or to any proprietary information, methods, algorithms, or know-how found on or accessible through the Site. No ownership rights are granted to you hereunder and no title is transferred hereby.

You accept sole responsibility for all of your activities using the Site. You may not use the Site in a manner that:

- uses technology or other means not authorized by us to access the Content or our systems;
- uses or launches any automated system, including “robots,” “spiders,” or “offline readers,” to access any Content or our systems or to “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site or the Services;
- “frames” or “mirrors” any portion of the Site or the Services;
- probes, scans, or tests the vulnerability of the Site, breaches the security or authentication measures on the Site, or takes any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site, such as a denial of service attack;
- attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- attempts to gain unauthorized access to our computer network or user accounts;
- encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
- harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of us or any other party (including copyright, patent, trademark, trade secret, rights of privacy, moral rights, rights of publicity, or any other personal or proprietary rights);
- is unlawful, fraudulent, or deceptive;
- attempts to damage, disable, overburden, or impair our servers or networks;
- engages in unlawful multi-level marketing, such as a pyramid scheme;

- uses or distributes any Content, including Content that has been verified or confirmed by you or anyone else, to directly or indirectly create or contribute to the development of any database, product, or service;
- fails to comply with applicable third party terms; or
- otherwise violates these Terms.

#### User Generated Data; Feedback; User Materials

The Services and the Site may include automatic reporting and other tools that give you the ability to create, post, and distribute various forms of content for and in connection with the Program, including, but not limited to, transaction data, pictures, photographs, videos, and other information, including content generated by you (individually and collectively, “**User Generated Data**”). You acknowledge that GS&Co. and the other creators of User Generated Data may have rights in their respective content under copyright and other applicable laws, and that except as expressly described in these Terms, such rights are not licensed or otherwise transferred to you. You accept full responsibility and liability for your use of any User Generated Data in violation of any such rights.

You agree that you will not create, transfer, share, send, submit, or upload any User Generated Data that:

- is protected by copyright, patent, trademark, or trade secret or otherwise subject to third party proprietary rights, including, but not limited to, rights of privacy and publicity (unless you are or have permission from the rightful owner);
- contains fraudulent statements or misrepresentations that could damage GS&Co. or any third party;
- contains any statements or materials that disparage, ridicule, or scorn GS&Co. or any third party;
- obscene, defamatory, threatening, harassing, predatory, pornographic, hateful, racially, or ethnically offensive;
- is an advertisement or solicitation of business; or
- is an impersonation of another person or otherwise a fraudulent misrepresentation of any affiliation.

You agree that GS&Co. is not responsible or liable for User Generated Data submitted or posted by you or by others. GS&Co. expressly disclaims any and all liability in connection with any User Generated Data. GS&Co. has no duty to pre-screen User Generated Data. GS&Co. has the right to edit, remove, block, or refuse to post any submitted User Generated Data from or to the Site or any other network or internet site for any reason without prior notice, but assumes no obligation to do so and is not responsible for any failure or delay in doing so.

For the purposes of the Program, by posting, transferring, sharing, or sending User Generated Data in any manner, you understand that GS&Co. owns all such User Generated Data generated by you, your mobile device, and any other software or hardware utilized in the Program. You expressly agree to assign, and do hereby assign, to GS&Co., all of your rights (including all copyright rights and other intellectual property and proprietary rights), title, and interest in and to such User Generated Data. You

understand and acknowledge that the GS&Co. ownership of such data is in exchange for the benefits and value you receive by participating in the Program.

Certain features of the Services allow you and other users to upload, post, publish, share, store, or manage data or visual content (collectively, “**User Materials**”). By posting or publishing User Materials, you represent and warrant to us that you have all necessary rights to distribute such User Materials to us (and to grant the license granted to us below), either because you are the author and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of such User Materials. You hereby grant to us and our authorized personnel a worldwide, royalty-free, perpetual, irrevocable, fully-paid, non-exclusive, transferable, sublicensable (as necessary to perform the Services) license to use, copy, publicly perform, publicly display, publish, transmit, distribute, and create derivative works of User Materials as we deem appropriate to perform the Services and in accordance with these Terms. You acknowledge and agree that we will own all right, title, and interest in and to any derivative works based on any User Materials, as well as any content, or other works of authorship created by us or on our behalf in connection with providing the Services. All User Materials are the sole responsibility of the person who originated such User Materials whether publicly posted or privately transmitted. Any use or reliance on any Content or User Materials of other users posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any third party Content or User Materials posted via the Services or endorse any opinions expressed via the Services. You acknowledge that we may enhance, supplement, modify, or remove Content on the Site at any time for any reason without notice to you, but we shall have no duty to update such Content. You acknowledge that there may be inaccuracies or typographical errors in content on the Site from time to time and agree that we specifically disclaim all liability for such inaccuracies or errors. You understand that by using the Services, you may be exposed to User Materials that might be offensive, harmful, inaccurate, or otherwise inappropriate.

You may have the opportunity to provide feedback, comments, suggestions, and ideas concerning use of, or suggested improvements or enhancements to, the Services or the Site, including ideas or inventions collected by GS&Co. (“**Feedback**”). Feedback may also include your responses to surveys or other reporting. GS&Co. or its authorized affiliated or third party service providers may obtain information from you regarding the use of the Services or the Site, including information such as payment transaction data (for pass through to our third party payments processor), mobile usage or patterns, or online or other activities conducted through your use of the Services or the Site.

You agree that:

- Feedback contains your original ideas or invention and is provided by you to GS&Co. without payment or conditions;
- once conveyed to GS&Co., Feedback becomes the property and confidential information of GS&Co., and you agree to assign and do hereby assign, to GS&Co. all of your rights, title, and interest (including all copyright rights and other intellectual property rights) in and to such Feedback;
- Feedback may be used or distributed by GS&Co. for any purpose in connection with the Services or development of any other product or services, including disclosure of such information to affiliates, subsidiaries, or third party developers and publishers; and



- by providing such Feedback, you grant explicit authorization to GS&Co. to collect and use your personal information (including “**nonpublic personal information**” or “**NPI**” as defined under the Gramm-Leach-Bliley Act and regulations promulgated pursuant to that act), in connection with the Program, provided that GS&Co. does not distribute that information to non-affiliated third parties without your permission.

You agree that your Feedback is provided gratuitously, unsolicited, and without restriction. GS&Co. shall have no duties, obligations, or liabilities with respect to Feedback provided by you. GS&Co. shall be entitled to use and disseminate any Feedback for any purpose, in its discretion, without any compensation to you. You expressly acknowledge and agree that you waive any claim to the contrary. GS&Co. may, but will not be obligated to, use and/or provide any attributions related to any Feedback.

#### Procedures for Making Claims of Copyright Infringement Under the Digital Millennium Copyright Act

We respect the intellectual property of others and ask that users of our Site and Services do the same. In connection with our Site and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing User Materials and for the termination, in appropriate circumstances, of users of our Site and Services who are infringers, particularly repeat infringers, of intellectual property rights, including copyrights. We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, 17 U.S.C. § 512(c) (“**DMCA**”) and other intellectual property laws.

If you believe that one of our users is, through the use of our Site and/or Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to the DMCA) must be provided to our designated copyright agent: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled; (d) information reasonably sufficient to permit us to locate such material; (e) information reasonably sufficient to permit us to contact you, such as your address, telephone number, and e-mail address; (f) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and (g) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

It is often difficult to determine if your rights have been violated. We may request additional information before we remove any allegedly infringing material. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs, and attorney’s fees incurred by us in connection with the written notification and allegation of copyright infringement.

Notices of copyright infringement may be sent to our designated copyright agent in the following manner:

**By Mail:**

Copyright Manager  
Goldman Sachs & Co. LLC  
200 West Street  
New York, NY 10282

**By Phone:** 212-902-1000

**By E-mail:** [gs-copyrights@gs.com](mailto:gs-copyrights@gs.com) (Please include "Notice of Infringement" in the subject line.)

## **9. Termination**

Subject to applicable law and the terms of the Services and the Agreements, we reserve the right, in our sole discretion, to terminate Your License, your Account, and any Services provided to you and to assert our legal rights with respect to content or use of the Site that we reasonably believe is or might be in violation of these Terms or the terms of the Services or the Agreements. The sections and subsections of this agreement titled "Content and User Materials," "Warranties; Disclaimers," "No Liability and Limitation of Remedies; Indemnification," "Applicable Law; Jurisdiction," and "Severability / No Waiver / Interpretation" shall survive any termination or expiration of these Terms.

## **10. Protecting Your Devices and Account**

If you register on the Site or sign up for the Services, you are solely responsible for maintaining the security of your devices used for accessing the Site and for the confidentiality of your account information, including your access credentials. You are solely responsible for any and all activity that occurs under your Account as a result of your failing to keep this information secure and confidential. You agree to notify us immediately of any unauthorized use of your account, or any other breach of security, by e-mailing us at [support@honestdollar.com](mailto:support@honestdollar.com) or calling us toll-free at 1-855-783-7283 for Retirement Accounts, or e-mailing us at [support@invest.goldman.com](mailto:support@invest.goldman.com) or calling us toll-free at 1-833-474-6837 for all other Advisory Accounts.

### Optional Program Authentication and Security Features

#### *ID or Driver's License Scan*

GS&Co. may offer a method by which to simplify the enrollment and authentication process in the Program by including an ID or driver's license bar code scan function. If you choose to use this optional function, you are (a) granting explicit authorization for GS&Co. to extract the personal information contained in your ID or driver's license bar code (such as name, address, age, etc.), and (b) authorizing GS&Co. to share some or all of that personal information with its third party vendors for purposes of identity verification and authorization, including, but not limited to, use within GS&Co.'s "know your customer"/customer identification program. Neither GS&Co. nor GS&Co.'s third party vendors will sell, share, or otherwise disclose your ID or driver's license bar code information to any other third parties.

## *Biometric Authentication*

GS&Co. may offer the option to log into the Application using biometric authentication, including Touch ID and Face ID. You can turn this feature on or off via the settings menu within the Application. Biometric information is stored on your device only, and neither GS&Co. nor any of its affiliates ever see your biometric information. You acknowledge that by enabling biometric authentication, you will allow anyone who has biometric information stored on your device access to your Account on the Application. We caution you against storing the biometric information of others on your device. You agree to e-mail us immediately if you believe that your device has been lost, stolen, or compromised in any way or an unauthorized person has used or may use your credentials without authorization. GS&Co. reserves the right to suspend or disable this feature at any time. Please see the privacy policy and security guide for your particular device for information on how your biometric information and data are protected.

### **11. Warranties; Disclaimers**

**WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SITE. THE SITE AND SERVICES PROVIDED BY US AND OUR THIRD PARTY PROVIDERS ARE PROVIDED ON AN “AS IS”, “WITH ALL FAULTS”, AND “AS AVAILABLE” BASIS. GS&CO. AND ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS, AND LICENSORS AND SUPPLIERS (COLLECTIVELY, THE “COMPANY PARTIES”) EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION: (1) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (2) THE CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY OF THE SITE AND ITS CONTENT; (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; (4) THE SITE AND ITS CONTENT CONFORMING TO ANY FUNCTION, DEMONSTRATION, OR PROMISE BY ANY COMPANY PARTY; AND (5) THAT ACCESS TO OR USE OF THE SITE, THE APPLICATION, OR THEIR RESPECTIVE CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.**

THE CONTENT, SOFTWARE, SERVICES, AND DESCRIPTIONS OF SERVICES PUBLISHED ON THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE SPECIFICALLY DISCLAIM ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. WE DO NOT WARRANT OR REPRESENT THAT THE CONTENT IS COMPLETE OR UP-TO-DATE. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY AND WE DO NOT HAVE ANY OBLIGATION TO UPDATE THAT INFORMATION. NEITHER WE NOR ANY OF OUR THIRD PARTY PROVIDERS HAVE ANY RESPONSIBILITY TO MAINTAIN THE DATA, SITE INFORMATION OR SERVICES MADE AVAILABLE THROUGH THE SITE OR TO SUPPLY ANY CORRECTIONS, UPDATES OR RELEASES IN CONNECTION WITH THAT DATA, CONTENT, OR SERVICES. THE CONTENT AND AVAILABILITY OF THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. WE DO NOT REPRESENT OR GUARANTEE THAT THE SITE WILL BE AVAILABLE OR FREE FROM LOSS, ATTACK, HACKING, OR OTHER SECURITY INTRUSION, AND WE EXPRESSLY DISCLAIM LIABILITY FOR ANY SECURITY-RELATED LOSSES OR DAMAGES. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE AND ITS CONTENT OR ANY FEATURE OR PART THEREOF AT ANY TIME. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM ANY LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE DEVICES, AND ELECTRONIC COMMUNICATIONS. WE DO NOT GUARANTEE THE SITE OR THE SERVICES WILL BE OPERABLE AT ALL TIMES OR AT ANY PARTICULAR TIME OR THAT ACCESS WILL BE CONTINUOUS OR UNINTERRUPTED.

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## **12. No Liability and Limitation of Remedies; Indemnification**

**YOU AGREE THAT YOUR ACCESS AND USE OF THE SITE IS AT YOUR OWN RISK, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SITE OR THE DOWNLOAD OF ANY CONTENT; ANY RELIANCE BY YOU UPON THE INFORMATION AVAILABLE ON THE SITE OR LOCATED THROUGH UTILIZATION OF THE SERVICES; AND ANY OF YOUR INTERACTIONS WITH ANY THIRD PARTIES, INCLUDING ADVERTISERS AND OTHER USERS, IDENTIFIED THROUGH THE SITE. IN NO EVENT, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, SHALL WE BE HELD LIABLE FOR ANY DAMAGES, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR USE OF, AND/OR THE PERFORMANCE OF THE SITE, CONTENT, ANY SERVICES (INCLUDING ANY APPLICATION FOR SUCH SERVICES) OR ANY THIRD PARTY SITE, OR (B) ANY SITE FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; COMPUTER VIRUS; OR LINE OR SYSTEM FAILURE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE OR OUR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES.**

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Any computer system, service, or electronic device, whether it is yours, an internet service provider's, a mobile network operator's, or ours, can experience unanticipated outages, slowdowns, and/or capacity limitations. As a result of high internet traffic volume, transmission problems, systems capacity limitations, and other problems, you may, at times, experience difficulty accessing the Site or communicating with us through the internet or other electronic and wireless services.

### **14. Severability / No Waiver / Interpretation**

If any provision of these Terms is deemed unlawful, void, or unenforceable for any reason, then such provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision or, if determined to be invalid or unenforceable, be deemed to be removed from these Terms and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of these Terms or the Agreements will not waive our right to later enforce those provisions.

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Except as otherwise specified in these Terms, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the first business day after sending by e-mail. Unless otherwise required by applicable law, notices to us must be sent in writing via e-mail addressed to: [support@honestdollar.com](mailto:support@honestdollar.com) for Retirement Accounts and [support@invest.goldman.com](mailto:support@invest.goldman.com) for all other Advisory Accounts, and notices to you will be sent to the e-mail address you provide to us, which addresses may be updated from time to time upon written notice to the other party. The Services, Content, other technology we may make available, and derivatives thereof may be subject to laws and regulations of the United States and other jurisdictions. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise. We may assign our rights and privileges under these Terms (including your user registration),

without your consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, or to an affiliate, or in connection with a change in control. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

When the word “including” or “includes” are used in these Terms they mean “including but not limited to” or “includes but is not limited to”. You acknowledge that these Terms of Use, together with the documents referenced herein, including the Privacy Policy, E-Sign and Delivery Agreement, Investment Advisory Agreement, and terms governing any individual web page on the Site, represent the complete and exclusive statement of the agreement between us and supersede any proposal or prior agreement oral or written, and any other communications between us relating to your access or use of the Site and/or the Services.

## **15. Applicable Law; Jurisdiction**

This Agreement shall be governed by and construed in accordance with federal law and any applicable laws of the State of New York without regard to rules concerning conflicts of law or choice of law. Unless otherwise governed by a separate agreement, including, but not limited to, the Arbitration Agreement in the Investment Advisory Agreement, you and we agree and irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and (to the extent it has sufficient matter jurisdiction) of the federal courts in the Southern District of New York with respect to any legal action or proceeding arising out of or relating to these Terms or the matters or services contemplated hereby, and consent to the service of process by the mailing to such party of copies thereof by certified mail to the other party. Each of the parties irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

## **16. Accessibility**

We are committed to making our Services accessible to our customers and the public, including individuals with disabilities. Please e-mail us at [support@honestdollar.com](mailto:support@honestdollar.com) or call us toll-free at 1-855-783-7283 for Retirement Accounts and at [support@invest.goldman.com](mailto:support@invest.goldman.com) or at 1-833-474-6837 for all other Advisory Accounts to learn more about our accessibility support services.

*A. Reasonable Accommodations:* Individuals who need a reasonable accommodation to access our Services should e-mail us at [support@honestdollar.com](mailto:support@honestdollar.com) or call us toll-free at 1-855-783-7283 for Retirement Accounts and at [support@invest.goldman.com](mailto:support@invest.goldman.com) or at 1-833-474-6837 for all other Advisory Accounts. Requesters will need to provide the date on which the reasonable accommodation is needed and information about the nature of the requested accommodation. Requesters should include contact information such as an e-mail address or telephone number at which they can be reached. Depending on the nature of the request, we may need significant advance notice to provide a reasonable accommodation.

*B. Feedback:* The Site is intended to conform to the Web Content Accessibility Guidelines 2.0. In the event that a user with a disability experiences accessibility issues with the Site, please notify us by e-mailing us at [support@honestdollar.com](mailto:support@honestdollar.com) or calling us toll-free at 1-855-783-7283 for Retirement

Accounts and at [support@invest.goldman.com](mailto:support@invest.goldman.com) or at 1-833-474-6837 for all other Advisory Accounts. In your communication to us, please specify the nature of the accessibility difficulty, including the web address that may have presented an accessibility challenge.

## **17. Contact Us**

Many questions regarding our Services and the Site can be answered through our FAQs. Any other questions, complaints, or claims regarding the Site or Program should be directed to us at [support@honestdollar.com](mailto:support@honestdollar.com) or by calling us toll-free at 1-855-783-7283 for Retirement Accounts and at [support@invest.goldman.com](mailto:support@invest.goldman.com) or at 1-833-474-6837 for all other Advisory Accounts. For an online copy of these Terms, please go to the Site.

## **18. Additional Technology**

We may use Google, Inc. (“**Google**”) Maps API to help pre-fill in address information on the Site. By using this service, you agree to be bound by Google’s Terms of Service. To learn more about Google’s Terms of Service, please visit [www.google.com/policies/terms/](http://www.google.com/policies/terms/).