

# **Privacy Policy and Terms & Conditions**

## **Privacy Policy**

### **Our Commitment to Privacy**

IRA Financial Trust Company (“IRA Financial”) is committed to maintaining the confidentiality, integrity, and security of personal information about our current and prospective customers.

The privacy policies of IRA Financial are reviewed annually. Our printed and online notices are then updated to reflect any changes.

### **Privacy Policy**

#### **How and why we obtain personal information**

IRA Financial takes great care to protect personal information about you and when we use it, we do so with respect for your privacy. We may use personal information about you to service, maintain, and protect your account; process transactions in your account; respond to inquiries from you or your representative; develop, offer, and deliver products and services; or to fulfill legal and regulatory requirements. IRA Financial may collect public and non-public personal information about you from any of the following sources:

- You or your representative on applications or forms (for example, name, address, Social Security number, birth date, assets and income).
- You or your employer or plan sponsor.
- Transactional activity in your account.
- Other interactions with IRA Financial (for example, discussions with our customer service staff or information you enter into our websites).
- Information from consumer reporting agencies (for example, to assess your creditworthiness for margin products).
- Information from other third-party data services (for example, to verify your identity and to better understand your product and service needs).
- You or your representative regarding your preferences (for example, your choice of electronic statement delivery or the screen layout you specify if you use our Internet sites).
- Other sources with your consent or with the consent of your representative (for example, from other institutions if you transfer positions into IRA Financial).

## **How we protect information about you**

IRA Financial considers the protection of personal information to be a foundation of customer trust and a sound business practice. We employ physical, electronic and procedural controls and we regularly adapt these controls to respond to changing requirements and advances in technology.

At IRA Financial, we restrict access to personal information to those who require it to develop, support, offer and deliver products and services to you.

## **How we share information about you with third parties**

IRA financial does not share personal information about our customers with unaffiliated third parties for use in marketing their products and services. We may share personal information with the following entities:

- Unaffiliated service providers (for example, printing and mailing companies, securities clearinghouses, marketing service providers, and other entities who may provide services at IRA Financials direction).
- Government agencies, other regulatory bodies and law enforcement officials (for example, for tax purposes or for reporting suspicious transactions).
- Other organizations, with your consent or as directed by your representative (for example, if you use IRA Financial as a financial reference in applying for credit with another institution), or as permitted or required by law (for example, for fraud prevention).
- Our service providers are obligated to keep the personal information we share with them confidential and use it only to provide services specified by IRA Financial.
- Based on the nature of your relationship with IRA Financial, we may exchange information with other third parties as described below:
  - If you conduct business with IRA Financial through an authorized representative, we may exchange information we collect with your representative or with others they may authorize.

## **How we share information about you within IRA Financial**

We may share personal information about you with various IRA Financial corporate affiliates including internal service providers, which perform, for example, printing, mailing, and data processing services.

Additionally, if you interact with IRA Financial directly as an individual investor (including joint account holders) or if IRA Financial provides services to your employee, we may exchange certain information about you with IRA Financial affiliates for their use in marketing products and services as allowed by law.

Information collected from IRA Financial representatives from customers is not shared with IRA Financial affiliates for marketing purposes, except with your consent and as allowed by law.

## **Privacy Online**

When you interact with IRA Financial through websites and mobile applications) owned and controlled by IRA Financial (the "IRA Financial Websites"), IRA Financial handles personal information in accordance with the practices and safeguards described in this Privacy Policy.

We use cookies and similar technologies on IRA Financial Websites. Cookies are bits of data that a website sends to a web browser on a visitor's computer. Cookies help us to collect information about you and other visitors to IRA Financial Websites, including date and time of visit, pages viewed, amount of time spent on our sites, or general information about the device used to access the site. Cookies are also used for security purposes and to personalize your experience, such as customizing your screen layout.

You can refuse or delete cookies. Most browsers and mobile devices offer their own settings to manage cookies. If you refuse a cookie when on an IRA Financial Website, or if you delete cookies, you may lose functionality. For example, you may not be able to sign in and access your account, or we may not be able to recognize you, your device, or your online preferences.

## **Data Security Online**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

## **Additional information**

If you are a former customer, these policies also apply to you; we treat your information with the same care as we do information about current customers.

IRA Financial offers several options for accessing and, if necessary, correcting your account information. You can review your information using your statements, or through our automated telephone or Internet services. Specific Internet addresses, mailing addresses and telephone numbers are listed on your statements and other correspondence.

## **Terms & Conditions**

### **Terms of Use**

These Terms are a binding agreement between you and IRA Financial and affiliated entities. By using or accessing the IRA Financial Websites, you accept and agree to be bound by these Terms. Your use of IRA Financial Websites is governed by the version of the Terms in effect on the date each IRA Financial Website is accessed by you. IRA Financial may modify these Terms at any time and without prior notice. You should review the most current version of these Terms by visiting an IRA Financial Website and clicking on the Terms of Use hyperlink located at the bottom of the page. These Terms are in addition to any other agreements between you and IRA Financial, including any customer or account agreements, and any other agreements that govern your use of information, content, tools, products and services available on and through the IRA Financial Websites.

### **Use of IRA Financial Websites**

The IRA Financial Websites are intended only for your personal, non-commercial use, unless you and IRA Financial have agreed otherwise in writing.

### **No Solicitation**

The IRA Financial Websites are intended to be made available only to individuals in the United States and the information on the IRA Financial Websites is only for such persons. Nothing on the IRA Financial Websites shall be considered a solicitation to buy or an offer to sell a security, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

### **Limitations on investment guidance and professional advice**

The IRA Financial Websites are not intended to provide legal, tax, investment or insurance advice. Nothing on the IRA Financial Websites should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security or investment by IRA Financial or any third party. Certain investment planning tools available on the IRA Financial Websites may provide general investment education based on your input. You are solely responsible for determining whether any investment, investment strategy, security or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

### **Copyright policy, linking policy and trademarks**

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If you believe that your work has been copied in a way that constitutes copyright infringement, please provide IRA Financial with the following information:

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2. A description of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are the subject of a single notice, a representative list of such works;
3. An identification of the allegedly infringing material, and a description of where that material is located on the IRA Financial Websites;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that use of the disputed material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the information you provide in your notice is accurate and that you are the owner of the allegedly infringed copyright, or that you are authorized to act on behalf of the copyright owner.

IRA Financial's Agent for Notice of claims of copyright infringement can be reached as follows:

By mail: Roxanne Berens, 401 East, 8th Street, Suite 200R, Sioux Falls, SD 57103

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### **Timeliness of content**

All content on the IRA Financial Websites is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

### **Prohibited uses**

Because all servers have limited capacity and are used by many people, do not use IRA Financial Sites in any manner that could damage or overburden any IRA Financial server, or any network connected to any IRA Financial server. Do not

use IRA Financial Sites in any manner that would interfere with any other party's use of the IRA Financial Websites.

### **Means of access**

The IRA Financial Websites are generally intended to be viewed by a conventional web browser with a screen resolution of 800 by 600 pixels or greater. Although you may use other means to access the IRA Financial Websites, be aware that the IRA Financial Sites may not appear accurately through other access methods, and you use them only at your own risk.

You should not access the IRA Financial Sites through devices or services that are designed to provide high-speed, automated, repeated access, unless such devices are approved or made available by IRA Financial.

Certain parts of the IRA Financial Sites are protected by passwords or require a login. You may not obtain or attempt to obtain unauthorized access to such parts of the IRA Financial Websites, or to any other protected materials or information, through any means not intentionally made available by IRA Financial for your specific use.

Links provided on IRA Financial sites to mutual fund prospectuses may resolve to the fund's summary prospectus, if available, or alternatively to the fund's full prospectus.

### **Password security and notification**

If you have a password for access to non-public areas of the IRA Financial Websites, you are solely responsible for maintaining the confidentiality and use of the password and other security data, methods and devices. Further, you are responsible for all activities that occur in connection with your password including all instructions electronically transmitted or use of any data, information or services obtained using your password and other security data. IRA Financial shall not be under any duty to inquire as to the authority or propriety of any instructions given to IRA Financial by you or via your password and shall be entitled to act upon any such instructions and IRA Financial will not be liable for any loss, cost, expense or other liability arising out of any such instructions. Accordingly, you should take steps to protect the confidentiality of your password. As an authorized user you accept full responsibility for the monitoring of your account including frequently checking your account information, reviewing your transaction history online and promptly reviewing any correspondence, account statements and confirmations received from IRA Financial. Notify IRA Financial immediately if you become aware of any unauthorized activity, disclosure, loss, theft or unauthorized use of your password. You agree to cooperate with IRA Financial in any investigation and agree to take corrective measures to protect your account from further fraudulent activity.

## **DISCLAIMER OF WARRANTIES**

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\* IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR IF YOU ACCESS THE IRA FINANCIAL SITES SOLELY THROUGH AN ARRANGEMENT WITH YOUR EMPLOYER OR PLAN



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### **Indemnification**

As a condition of your use of the IRA Financial Websites, you agree to indemnify and hold IRA Financial and its Third Party Content providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the IRA Financial Websites, or from your violation of these Terms. This provision may not apply to participants in certain employer-sponsored workplace savings plans.

### **Changes to IRA Financial Websites**

Unless otherwise agreed, IRA Financial may discontinue or modify the IRA Financial Websites at any time without prior notice to you, and you accept those modifications if you continue to use the IRA Financial Sites.

### **Termination**

IRA Financial may terminate your access to the IRA Financial Websites for any reason, without prior notice.

### **Governing law**

Unless otherwise agreed, these Terms and their enforcement are governed by the laws of South Dakota, without regard to conflicts of law, and shall inure to the benefit of IRA Financial's successors and assigns, whether by merger, consolidation, or otherwise. This provision may not apply to participants in certain employer-sponsored workplace savings plans.

### **Severability**

If a court of competent jurisdiction deems any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.