

RightTrack IRA Program Privacy Policy

The RightTrack IRA program utilizes a website provided by IRALOGIX (IRA program) and is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the IRALOGIX Website and governs data collection and usage. By using the IRALOGIX website, you consent to the data practices described in this statement.

Collection of your Personal Information

This IRA program collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. This IRA program also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that is automatically collected by this IRA program. This information can include: your IP address, browser type, domain names, access times and referring Website addresses. This information is used by this IRA program for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of this Website.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through public message boards, this information may be collected and used by others. Note: This IRA program does not read any of your private online communications.

This IRA program encourages you to review the privacy statements of Websites you choose to link to from this Website so that you can understand how those Websites collect, use and share your information. This IRA program is not responsible for the privacy statements or other content on Websites outside of this IRA program's Website or IRALOGIX and IRALOGIX family of Websites.

Use of your Personal Information

This IRA program collects and uses your personal information to operate the IRALOGIX Website and deliver the services you have requested. This IRA program may also use your personally identifiable information to inform you of other products or services available from this IRA program and its affiliates. This IRA program may also contact you with surveys to conduct research about your opinion of current services or of potential new services that may be offered.

This IRA program does not sell, rent or lease its customer lists to third parties. This IRA program may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, this IRA program may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or to provide other services necessary to service your account or to utilize the services of outside providers that are part of the IRA product in which you are enrolled. All such third parties are prohibited from using your personal information except to provide these services to the IRA program, and they are required to maintain the confidentiality of your information.

This IRA program does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

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

This IRA program's Websites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on this IRA program or the site; (b) protect and defend the rights or property of this IRA program and IRALOGIX; and, (c) act under exigent circumstances to protect the personal safety of users of this IRA program's Website, or the public.

Use of Cookies

This IRA program's Website uses "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

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

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

Security of your Personal Information

This IRA program secures your personal information from unauthorized access, use or disclosure. This IRA program secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as bank account information) is transmitted to other Websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

Changes to this Statement

This IRA program will occasionally update this Statement of Privacy to reflect company and customer feedback. You are encouraged to periodically review this Statement to be informed of how your information is being protected.

Contact Information

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

RightTrack IRA Program Terms of Use

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

License to use website

Unless otherwise stated, IRALOGIX, Inc. (IRALOGIX) and/or its licensor the RightTrack IRA program own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

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

You must not, without prior written consent of IRALOGIX:

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

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

Acceptable use

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

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

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

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

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

Frequent Trading Policy

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

Most recent SEC amended rule:

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

POLICY

Definitions:

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

Mechanics:

- 1) The first rebalancing trade across the portfolio results in a pop-up communication outlining the

definition of our Frequent Trading Policy.

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

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

Restricted access

Access to certain areas of this website is restricted. The RightTrack IRA program and IRALOGIX reserve the right to restrict access to other areas of this website, or indeed this entire website, at their discretion.

If the website application provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

IRALOGIX may disable your user ID and password in IRALOGIX's sole discretion without notice, unless the access is only temporarily disabled.

No warranties

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

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

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

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

Limitations of liability

IRALOGIX and the RightTrack IRA program will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

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

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

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit IRALOGIX's and its client the RightTrack IRA program's liability in respect of any:

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

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

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

Other parties

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

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

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

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

Breaches of these terms and conditions

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

Variation

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

Assignment

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

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

Severability

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

Entire agreement

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

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the State of Delaware and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Delaware.

The RightTrack IRA program and this website are administered and licensed by IRALOGIX

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