

PSS Shareholder Account Manager Terms of Use

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For Primerica Shareholder Services, Inc. Clients

These Terms were last amended on September 10, 2019

These Terms of Use (“Terms”) are a binding agreement between you and Primerica Shareholder Services, Inc. (“PSS”). By accessing, browsing, and/or requesting account information or transactions through this Shareholder Account Manager website (“the Site” or “SAM”), you acknowledge that you accept and agree to be bound by these Terms without modification. These Terms are in addition to any other agreements between you and PSS or PFS Investments Inc. (“PFSI”) and the Terms do not supersede those existing agreements. PSS may modify these Terms at any time and without prior notice to you. Your continued use of the Site after the Terms are amended will constitute acknowledgement and acceptance of the changes.

THESE TERMS AND CONDITIONS SPECIFICALLY APPLY TO USERS IN THE UNITED STATES. THESE TERMS AND CONDITIONS ARE LEGALLY BINDING. PLEASE READ THEM CAREFULLY.

Authorized Users

Shareholder Account Manager is available to PFS Investments Inc. clients who have registered for general site access, to PFSI Registered Representatives whose client(s) have authorized them to access their accounts, and to PFSI and PSS home office personnel who have been authorized to access client accounts for administrative and customer service purposes (collectively, “Authorized Users.”) Each Authorized User must register with SAM for general site access.

By registering with SAM, or otherwise accessing the Site, you represent and warrant that:

- i. You will use the Site solely to access your own account(s);
- ii. You will use the Site solely for its intended purposes of executing transactions in your account(s), obtaining information about your account(s), and accessing account documents;
- iii. You will not access any other person’s account via the Site.

Permissible Use

SAM may be used only by Authorized Users and only for the purposes of obtaining account information, including account documents, and executing transactions in PFSI client accounts. SAM is not accessible by the public and should not be distributed to or accessed by anyone other than an Authorized User.

SAM is intended only for personal or commercial use specific to your express agreements with PSS and PFSI. SAM is intended for residents of the United States only and for access from within the United States only. Access of SAM from locations outside of the United States is at your own initiative and risk, and by doing so you agree to abide by applicable laws.

User Codes, Confidentiality and Security

As an Authorized User, you will receive a username, password and authentication codes (collectively, "User Codes"). Each set of User Codes can only be used by you. You may not share your User Codes with other individuals, including your PFSI Registered Representative, or entities. Each Authorized User must register with SAM to receive a unique, individual User Code. You are solely responsible for maintaining the privacy and confidentiality of your account and User Codes, and for restricting access to the computer used to access your account. You agree to accept responsibility for all access to the Site through your User Codes whether or not such access is authorized by you and any use or communications occurring on the Site via your User Codes that are due to your conduct or negligence.

You agree that PSS is not responsible for any damages or losses resulting from any breach of security caused by your failure and/or the failure of other persons who obtain access through you to maintain the confidentiality of your User Codes.

You must provide an email address as part of your registration process for access to this Site. PSS will communicate with you using the email address you provide regarding your access to the Site. For all these purposes, you agree to keep your email address of record current by updating Your Profile within the Site. PSS may also communicate to you via postings on the Site.

You agree to notify PSS immediately if you become aware of any disclosure, loss, theft or unauthorized use of your User Codes. PSS reserves the right to change your User Codes at any time and for any reason.

When you provide us information in connection with the Site, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content. PSS shall not be under a duty to inquire into the authority or propriety of any use, instructions or communications transmitted through the Site pursuant to the foregoing security procedures. PSS shall be entitled to treat as authorized and act upon any such instructions transmitted via an Authorized User's secure User Codes and shall not be responsible for or liable for any loss or liability arising out of any such instructions.

Additional Disclosures

Primerica Shareholder Services does not guarantee the accuracy, completeness, and/or timeliness of any mutual fund information that is provided on the Site. The accuracy, completeness, and timeliness of all mutual fund information is the sole responsibility of the mutual fund company that provides the information.

The acknowledgments or other messages that appear on your screen for transactions entered do not guarantee that the transactions have been received, accepted, or rejected. **PSS does not verify or**

ensure the receipt of any information transmitted from this Web site to a mutual fund or its transferring agent, or the acceptance by, or completion of any transaction with, a mutual fund. No transaction shall be deemed accepted until you receive a written trade confirmation from PSS.

PSS is not responsible or liable for verifying the accuracy of the transactions you enter through this site. You will receive a trade confirmation for any transaction executed through this site. You are responsible for reviewing trade confirmations and mutual fund account statements to verify the accuracy of mutual fund account information provided in the account statements and all transactions entered through the Site. You are responsible for promptly notifying PSS of any errors or inaccuracies in the account statements or trade confirmations, including errors or inaccuracies arising from any transactions conducted through this Site.

You are responsible for obtaining access to the Site, including access to the Internet via an Internet Service Provider (ISP) and any associated costs such as online telephone charges, text message charges, and for maintaining your computer system and any other equipment you may need to access the Site. PSS makes no warranties regarding the access, speed, timeliness or availability of the Internet or network services.

Transactions submitted through this Site are subject to all requirements, restrictions, and fees as set forth in the Prospectus of each of the mutual funds at issue. PSS does not currently charge a fee for your access to and use of the Site, but reserves the right to do so at any time pursuant to any amendment to these Terms.

You alone will bear the sole responsibility of evaluating the merits and risks associated with the access or use of Shareholder Account Manager or any online Primerica service.

Investment Disclosures

The information on this Site should not be construed as investment advice, or as a recommendation to buy or sell any security. Neither PSS nor PFSI provide tax or legal advice.

For more information on a mutual fund, download the fund's prospectus, which contains important information about a fund's investment goals, sales charges, expense and risk considerations. Please read the prospectus carefully before investing.

Market volatility can dramatically impact a fund's short-term results. Performance data represents past performance, which does not guarantee future results. Current performance may differ from performance shown.

A fund's principal value will change with market conditions, and clients may have a gain or loss when they sell their shares. Money market funds seek to maintain a value of \$1.00 per share, but there can be no assurance that they will. Mutual funds are not FDIC-insured and are not deposits or obligations of, or guaranteed by any financial institution.

Investments in mutual funds are subject to risk, including loss of principal. Generally, investments offering potential for higher returns are accompanied by a higher degree of risk. For a detailed description of the investment risks associated with a particular mutual fund, please review that fund's prospectus.

Liability

Your use of any information or services contained within the Site is at your sole discretion and your sole remedy for dissatisfaction with this Site is to stop using the Site.

THE SERVICE AND INFORMATION ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU AGREE THAT IN NO EVENT WILL PSS, PFSI, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REGISTERED REPRESENTATIVES, CONTRACTORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL DAMAGES OR ANY OTHER DAMAGES OR LOSS, HOWSOEVER CAUSED, ARISING OUT OF RELIANCE ON THE INFORMATION PROVIDED OR ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR INABILITY TO ACCESS THIS SITE OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, FAILURE OF ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, ANY ACT OR OMISSION OF ANY OTHER PARTY INVOLVED IN MAKING THIS SITE OR THE DATA CONTAINED THEREIN AVAILABLE TO YOU, THIRD PARTY UNAUTHORIZED ACCESS TO, THEFT OF, OR USE OF YOUR PERSONAL INFORMATION, OR ANY OTHER CAUSE RELATING TO YOUR USE OF THIS SITE, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF PSS, AND EVEN IF PSS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

Indemnification Made by You

You agree to indemnify and hold harmless PSS, PFSI or their affiliates, officers, directors, employees, registered representatives, and third party service providers, from and against all claims, demands, liabilities, damages, losses, or expenses, including attorney's fees and costs, arising out of or related to your access to or use of or in connection with this Site, or violation by you of these Terms, or any harm you cause to another user.

Restrictions on Use

You may not frame, link, or modify any part of the Site without written permission from PSS. You agree not to attempt to defeat, modify, reverse engineer, copy, work around or duplicate any security feature used on the Site. You may not attempt to gain unauthorized access to any parts of the Site through any means not intentionally made available by PSS for your specific use. You may not scrape, overload, attack or otherwise harm the integrity of the Site. You may not use, access, or otherwise affect the Site in any way that may disrupt or interfere with any other individual's access or use of the Site. You may not misuse or abuse the data or information contained within the Site in a way that violates these Terms, applicable laws, or your agreements with PSS. Unauthorized access, whether actual or attempted, may be subject to criminal and/or civil prosecution.

The website, its content, logos, programming and software and applicable information contained within SAM either belong to PSS or are licensed for use by PSS, and are protected by trademark, trade secret, patent and any other applicable other intellectual property and other laws. You agree not to use, modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, store or display any portion of SAM for any unlawful purpose. You may not use such material without the prior written permission from PSS and/or the relevant rights holder in writing. You also agree to comply with any reasonable request from PSS or third parties to protect the property rights of the owner of that part of the service, information or website.

General Terms

You hereby represent and warrant that you are eighteen (18) years old or older and that all the information provided by you during the registration process and each time you use the Site is accurate and complete.

If a court determines any part of these Terms to be unenforceable, then such term shall be eliminated and the remaining Terms shall remain in force and effect. You will not use any electronic communication feature for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

We reserve the right to prohibit access to any individual or machine determined to be in violation of these Terms or any applicable law. Termination of access or use is at PSS's absolute discretion and does not require prior notice.

You acknowledge and agree that PSS may suspend or terminate your or any Authorized User's access to, and use, of all or any part of the Site, including any links to third-party sites, at any time, with or without cause, including but not limited to any violation of these Terms. These Terms shall be governed by and construed solely in accordance with the laws of the State of Delaware in the United States without giving effect to principles of conflicts or choice of law. All claims relating to or arising out of these Terms, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed solely by the laws of the State of Delaware, again without giving effect to principles of conflicts or choice of law. The statute of limitation applicable to any claim shall be as provided under Delaware law.

This Site is also subject to Primerica's general website Terms and Conditions, which is available at http://www.primerica.com/public/terms_conditions.html. In the event of a conflict, SAM Terms and Conditions will govern this Site and your use of this Site.

Important Information Regarding the Predispute Arbitration Agreement

This agreement contains a predispute arbitration clause. By using this Site, Authorized User agrees as follows:

- (1) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

(5) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

(6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

(7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Predispute Arbitration Agreement

All controversies that may arise concerning any subject matter, issue or circumstance whatsoever related to use of this Site (including but not limited to controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between PSS and/or PFSI and Authorized User) shall be determined through binding arbitration by and in accordance with the rules then in effect of the Financial Industry Regulatory Authority (FINRA). Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Privacy & Confidentiality

PSS shall use reasonable precautions to maintain the confidentiality and security of the information you have provided, created or input on Shareholder Account Manager through your use of the Site.

However, because this information can be accessed through the Internet, you hereby acknowledge and agree that there can be no assurance that the information provided to you through the Site, or any communication sent through email or other electronic methods to you will remain secure.

You represent that your email address is accurate and you will keep current your email address in order for you to receive messages electronically from PSS.

Information on how PSS and PFSI collect, share, and protect your personal information is available in the privacy notices available at http://www.primerica.com/public/privacy/privacy_notices.html.

Information on how personal information is collected on this Site is available at <https://www.bnymellon.com/us/en/privacy.jsp>.

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Authorized Users

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If you are a PFSI Registered Representative, by registering with SAM, or otherwise accessing the Site, you represent and warrant that:

- i. You are a PFSI registered representative in good standing with Primerica;
- ii. You possess all licenses necessary to perform any and all transactions you may execute on this system;
- iii. You have been authorized by one or more of your clients to access certain of your client(s)’ accounts and to execute transactions therein,
- iv. You will at all times act in strict accordance with, and within the limits of, the authority granted to you by your client(s);
- v. You will not access any one of your clients’ accounts for any purpose not authorized by that client, and you will not access any account that you have not been expressly authorized to access;
- vi. You will not allow any other person to access your clients’ accounts;
- vii. You will use the Site solely for its intended purpose of servicing your client(s)’ accounts as you have been authorized; and
- viii. Any transaction you enter in your client(s)’ accounts is suitable in accordance with applicable FINRA rules and PFSI policies governing suitability determinations.
- ix. You will comply with all applicable PFSI policies and procedures, FINRA rules, and federal and state privacy laws and regulations governing the confidentiality of your client(s)’ personal and account information;
- x. You will comply with all applicable PFSI information security procedures.

If you are a PFSI and/or PSS home office employee, by registering with SAM, or otherwise accessing the Site, you represent and warrant that:

- i. You are a PFSI and/or PSS employee in good standing;
- ii. You have been authorized by PFSI and/or PSS and your supervisors to access client account information as part of your job responsibilities;
- iii. You will access and use client information only as required to perform your job responsibilities;
- iv. You will not access or use client information for any unauthorized purpose;
- v. You will comply with all applicable PFSI home office policies and procedures, FINRA rules, and applicable federal and state privacy laws and regulations governing the confidentiality of clients' personal and account information;
- vi. You will comply with all applicable PFSI information security procedures.

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Transactions submitted through this Site are subject to all requirements, restrictions, and fees as set forth in the prospectus of each of the mutual funds at issue. PSS does not currently charge a fee for your access to and use of the Site, but reserves the right to do so at any time pursuant to any amendment to these Terms.

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For more information on a mutual fund, download the fund's prospectus, which contains important information about a fund's investment goals, sales charges, expense and risk considerations. Please read the prospectus carefully before investing.

Market volatility can dramatically impact a fund's short-term results. Performance data represents past performance, which does not guarantee future results. Current performance may differ from performance shown.

A fund's principal value will change with market conditions, and clients may have a gain or loss when they sell their shares. Money market funds seek to maintain a value of \$1.00 per share, but there can be no assurance that they will. Mutual funds are not FDIC-insured and are not deposits or obligations of, or guaranteed by any financial institution.

Investments in mutual funds are subject to risk, including loss of principal. Generally, investments offering potential for higher returns are accompanied by a higher degree of risk. For a detailed description of the investment risks associated with a particular mutual fund, please review that fund's prospectus.

Liability

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THE SERVICE AND INFORMATION ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU AGREE THAT IN NO EVENT WILL PSS, PFSI, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REGISTERED REPRESENTATIVES, CONTRACTORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL DAMAGES OR ANY OTHER DAMAGES OR LOSS, HOWSOEVER CAUSED, ARISING OUT OF RELIANCE ON THE INFORMATION PROVIDED OR ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR INABILITY TO ACCESS THIS SITE OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, FAILURE OF ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, ANY ACT OR OMISSION OF ANY OTHER PARTY INVOLVED IN MAKING THIS SITE OR THE DATA CONTAINED THEREIN AVAILABLE TO YOU, THIRD PARTY UNAUTHORIZED ACCESS TO, THEFT OF, OR USE OF YOUR PERSONAL INFORMATION, OR ANY OTHER CAUSE RELATING TO YOUR USE OF THIS SITE, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF PSS, AND EVEN IF PSS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

Indemnification Made by You

You agree to indemnify and hold harmless PSS, PFSI or their affiliates, officers, directors, employees, registered representatives, and third party service providers, from and against all claims, demands, liabilities, damages, losses, or expenses, including attorney's fees and costs, arising out of or related to your access to or use of or in connection with this Site, or violation by you of these Terms, or any harm you cause to another user.

Restrictions on Use

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The website, its content, logos, programming and software and applicable information contained within SAM either belong to PSS or are licensed for use by PSS, and are protected by trademark, trade secret, patent and any other applicable other intellectual property and other laws. You agree not to use, modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, store or display any portion of SAM for any unlawful purpose. You may not use such material without the prior written permission from PSS and/or the relevant rights holder in writing. You also agree to comply with any reasonable request from PSS or third parties to protect the property rights of the owner of that part of the service, information or website.

General Terms

You hereby represent and warrant that you are eighteen (18) years old or older and that all the information provided by you during the registration process and each time you use the Site is accurate and complete.

If a court determines any part of these Terms to be unenforceable, then such term shall be eliminated and the remaining Terms shall remain in force and effect. You will not use any electronic communication feature for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

We reserve the right to prohibit access to any individual or machine determined to be in violation of these Terms or any applicable law. Termination of access or use is at PSS's absolute discretion and does not require prior notice.

You acknowledge and agree that PSS may suspend or terminate your or any Authorized User's access to, and use, of all or any part of the Site, including any links to third-party sites, at any time, with or without cause, including but not limited to any violation of these Terms. These Terms shall be governed by and construed solely in accordance with the laws of the State of Delaware in the United States without giving effect to principles of conflicts or choice of law. All claims relating to or arising out of these Terms, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed solely by the laws of the State of Delaware, again without giving effect to principles of conflicts or choice of law. The statute of limitation applicable to any claim shall be as provided under Delaware law.

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Important Information Regarding the Predispute Arbitration Agreement

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- (1) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (5) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- (6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Predispute Arbitration Agreement

All controversies that may arise concerning any subject matter, issue or circumstance whatsoever related to use of this Site (including but not limited to controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between PSS and/or PFSI and Authorized User) shall be determined through binding arbitration by and in accordance with the rules then in effect of the Financial Industry Regulatory Authority (FINRA). Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such

forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Privacy & Confidentiality

PSS shall use reasonable precautions to maintain the confidentiality and security of the information you have provided, created or input on Shareholder Account Manager through your use of the Site. However, because this information can be accessed through the Internet, you hereby acknowledge and agree that there can be no assurance that the information provided to you through the Site, or any communication sent through email or other electronic methods to you will remain secure.

You represent that your email address is accurate and you will keep current your email address in order for you to receive messages electronically from PSS.

Information on how PSS and PFSI collect, share, and protect your personal information is available in the privacy notices available at http://www.primerica.com/public/privacy/privacy_notices.html.

Information on how personal information is collected on this Site is available at <https://www.bnymellon.com/us/en/privacy.jsp>.