

PREPAID TUITION WEBSITE
USE AGREEMENT & DISCLAIMER

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PLEASE READ THIS AGREEMENT CAREFULLY.

The PREPAID TUITION WEBSITE is offered to you conditioned on your acceptance without any modification of the terms, conditions, and notices contained in this Website Use Agreement (also referred to as this "Agreement").

By accessing or using the PREPAID TUITION WEBSITE you agree to be bound by all of the terms, conditions, and notices in this website use agreement, including any additions, changes or modifications to the Agreement made by Intuition College Savings Solutions, LLC ("Intuition") and posted on the website.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS WEBSITE USE AGREEMENT, DO NOT ACCESS THE PREPAID TUITION WEBSITE OR USE ANY OF THE SERVICES PROVIDED ON THE WEBSITE.

THE WEBSITE

The PREPAID TUITION Website is established for on-line user access to Beneficiary Eligibility and Billing Information for the Texas Tuition Promise Fund and includes all of the pages, links, graphics, text, source code and other programs, routines, and other components of the website (whether visible to or discernible to the user). The PREPAID TUITION Website may also be referred to in this Agreement as the "website" or "site". The information and materials contained on this website are subject to change without notice to the user.

MODIFICATION OF THIS WEBSITE USE AGREEMENT

Intuition reserves the right to change the terms, conditions, and notices contained in this website Agreement, including but not limited to any charges associated with the use of the website. You are responsible for regularly reviewing these terms and conditions.

USER NAME AND PASSWORD

The confidentiality and exclusivity of the user name, password, and other account information is dependent upon the user maintaining control over the use of the user name and password. Do not give your user name or password to any other person or write them down or save them in a computer file that is accessible to others. By entering into this Agreement, obtaining a user name and password allowing access to the PREPAID TUITION Website, you agree to be responsible for keeping your user name and password confidential and not allowing others to access the PREPAID TUITION Website with your user name and password. Further, you agree that neither Intuition, the Texas Tuition Promise Fund, the Texas Comptroller of Public Accounts, the Texas state government, the Texas Prepaid Higher Education Tuition Board, (hereinafter referred to collectively as "Texas Parties"), nor NorthStar Financial Services Group, LLC, which serves as the plan manager, or its affiliates (hereinafter referred to collectively as "NorthStar") are liable for unauthorized use of your user name and password, including access or use that is caused by your negligence or failure to operate your computer hardware and software properly or any failure to abide by the terms and conditions of this paragraph or the terms and conditions of the PREPAID TUITION Website Agreement.

NEITHER INTUITION AND ITS REPRESENTATIVES AFFILIATED WITH THIS WEBSITE, the Texas Parties nor NorthStar MAKE ANY REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE PREPAID TUITION WEBSITE FOR ANY PURPOSE. THE INFORMATION, SOFTWARE, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT

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INTUITION AND REPRESENTATIVES AFFILIATED WITH THE WEBSITE, THE TEXAS PARTIES AND NORTHSTAR HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS WEBSITE AND ANY OF THE INFORMATION INCLUDED ON THIS WEBSITE. IN NO EVENT SHALL INTUITION, THE TEXAS PARTIES OR NORTHSTAR BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, 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 INTUITION OR ANY AGENT OR REPRESENTATIVE OF INTUITION AFFILIATED WITH THIS WEBSITE, THE TEXAS PARTIES OR NORTHSTAR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PREPAID TUITION WEBSITE OR WITH THE DELAY OR INABILITY TO USE THE PREPAID TUITION WEBSITE OR RELATED SERVICES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PREPAID TUITION WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PREPAID TUITION WEBSITE.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the PREPAID TUITION Website, you warrant to Intuition, the Texas Parties and NorthStar that you will not use the PREPAID TUITION Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the PREPAID TUITION Website in any manner which could damage, disable, overburden, or impair the PREPAID TUITION Website or interfere with any other party's use and enjoyment of the PREPAID TUITION Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the PREPAID TUITION Website.

CONFIDENTIALITY OF DATA AND WEBSITE

You agree to use the PREPAID TUITION Website and the information contained therein only for its authorized purposes. Furthermore, you agree to maintain the information confidential and not to disseminate this information to any third party.

TERMINATION/ACCESS RESTRICTION

Intuition, the Texas Parties and NorthStar each reserve the right, in their sole discretion, to terminate your access to the PREPAID TUITION Website and the related services (or any portion of those services) at any time, without notice.

USER-PROVIDER RELATIONSHIP

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Intuition, the Texas Parties or NorthStar as a result of this Agreement or use of the PREPAID TUITION Website.

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Intuition College Saving Solutions, LLC is a registered trademark and service mark. Intuition may also claim trademark and service mark rights in other marks contained in the pages of the PREPAID TUITION Website.

GOVERNING LAW AND JURISDICTION

This agreement is governed by the laws of the State of Florida, U.S.A.

Intuition's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Intuition's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the PREPAID TUITION Website or information provided to or gathered by Intuition with respect to that use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth in this Agreement, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

ENTIRE AGREEMENT

Unless otherwise specified in this Agreement, this Agreement constitutes the entire agreement between the user and Intuition with respect to the PREPAID TUITION Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Intuition with respect to the PREPAID TUITION Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.