

Terms and Conditions

Last updated: March 31, 2014.

PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT ACCESS OR OTHERWISE USE THIS WEBSITE OR ANY INFORMATION CONTAINED ON THIS WEBSITE.

THESE TERMS AND CONDITIONS OF USE GOVERN YOUR USE OF AEGON GLOBAL FUNDS (COLLECTIVELY, THIS "SITE"). BY ACCESSING THIS SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. THESE TERMS AND CONDITIONS OF USE ARE SUBJECT TO CHANGE, UPDATE AND/OR REVISION (COLLECTIVELY "CHANGE") BY THE AEGON GLOBAL FUNDS ("THE COMPANY") IN THEIR SOLE DISCRETION AT ANY TIME, WITHOUT NOTICE. YOUR USE OF THIS SITE AFTER ANY SUCH CHANGE CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF SUCH CHANGE. YOU SHOULD THEREFORE PERIODICALLY VISIT THIS PAGE TO REVIEW THE MOST CURRENT TERMS AND CONDITIONS OF USE REGULARLY.

The information on this website is approved for publication by Transamerica Asset Management, Inc. ("TAM") and includes information about Aegon Global Funds, which is an umbrella fund established as an open-ended investment company with variable capital incorporated with limited liability under the laws of Luxembourg. It qualifies and is authorized by the Commission de Surveillance du Secteur Financier as an undertaking for collective investment in transferable securities (UCITS).

General Terms

This Site is controlled by us from our offices within the United States. Except as specifically stated, we make no representation that Content in this Site is appropriate or available for use in other jurisdictions. Access to this Site's Content from jurisdictions where such access is illegal is prohibited. If you choose to access this Site from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws. You may not use or export the materials in this Site in violation of U.S. export laws and regulations. The Company and its parents, affiliates and subsidiaries are not authorized to do business in every jurisdiction. By downloading any Content, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any Content. Information published on this Site may contain references or cross-references to products, programs or services that are not available in your country. The products referred to on this site may be offered only to persons outside the United States. Consult your qualified financial professional for information regarding the products, programs and services which may be available to you.

Nothing contained within this website should be construed as investment advice. An investment in the Aegon Global Funds may not be suitable for all investors and should only be made on the basis of the prospectus and simplified prospectus and their terms and conditions. The fund prices contained in this website are indicative only and should not be relied upon for dealing. No warranty or representation is made with respect to the information contained in this website, including, without limitation, that the information is

accurate, complete or timely. To the best of your knowledge, after due inquiry, you are permitted by the laws of your jurisdiction of residence to access this site and the information contained herein. None of the information, whether in part or full, should be copied, reproduced or redistributed in any form nor should it be regarded as an offer or a solicitation of an offer for investment in countries in any jurisdiction in which such an offer or solicitation is not lawful.

No TAM entity is currently licensed or regulated by Hong Kong's Securities and Futures Commission (SFC). Neither Aegon Global Funds nor any of its sub-funds is currently authorized by the SFC and, hence, is not available for investment by Hong Kong retail investors. The information on this website has not been reviewed by the SFC or any regulatory authority in Hong Kong.

Access to This Site

To access this Site or any of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide on this Site will be correct, current, and complete. If The Company believes the information you provide is not correct, current, or complete, it retains the right to deny access to this Site or any of its resources, and to terminate or suspend your access at any time.

Restrictions on Use

You may use this Site only for purposes expressly permitted by this Site. You may not use this Site for any other purpose, including any commercial purpose, without The Company's prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this Site, (ii) frame this Site, or (iii) hyperlink or deep-link to this Site without the express prior written consent of an authorized representative of The Company. For purposes of these Terms and Conditions of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party, in a manner that is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or Content (as defined below) accessible within this Site. You agree to cooperate with The Company in causing any unauthorized co-branding, framing, or linking to immediately cease.

Proprietary Information

Except for third party performance of mutual funds or sub-accounts, the information, reports, material and content accessible on or generated by this Site, and any other site owned, operated, licensed, or controlled by The Company (the "Content") is proprietary information of The Company or its licensor and The Company or its licensor retains all right, title, and interest in and to the Content. Content may not be copied, reproduced, performed, displayed, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of The Company, which may be withheld in its sole discretion, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, service mark, or any other proprietary notice or legend or regulatory disclosure appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms and Conditions of Use violates The Company's or its licensor's intellectual property rights. Neither title nor intellectual property rights are transferred to you by your use of or access to this Site.

Hyperlinks

The Company may provide hyperlinks to other sites ("Third Party Sites"). Third Party Sites are not maintained by, related to, or sponsored or affiliated by, The Company and are provided as a service and convenience to you. The Company has not reviewed Third Party Sites and is not responsible for their content. Third Party Sites are to be accessed at your own risk, and The Company makes no representations or warranties about the content, or the completeness,

accuracy or security of Third Party Sites. A hyperlink to a service or site is not an endorsement of the service or site, its content, or its sponsoring organization. Furthermore, The Company is not liable for any direct or indirect computer system damage or other problems you may incur as a result of clicking on a link to any Third Party Site.

What Information is Collected by this Site

In general, you can visit this Site while remaining anonymous by not providing any Personal Information (as defined by applicable law). In some cases, non-personal information may be automatically collected, such as your Internet browser, computer operating system, domain name of your Internet service provider, and/or the web site from which you linked to this Site. Personal Information about you (e.g., your name, address, telephone number, SSN, and/or e-mail address) will not be collected unless you provide it to us voluntarily. For example, The Company retains e-mail addresses of visitors who respond to this Site's e-mail forms, online forms, registration forms, and surveys and contest entries. The Company may also retain information about the frequency of Site visits, duration of each visit, and aggregate information on which Site pages you access. If you choose not to provide Personal Information, we may not be able to respond to a request, or an error message may be displayed on your browser. For more information please access The Company's web site privacy statement located <http://t1.aegonglobalfunds.com/Content/Content.aspx?ID=Privacy.xml>

Cookies

The Company sends Site visitors cookies, web bugs or pixel tags (collectively, "Cookie"), each of which is a small data file sent by this Site to your browser and which may be stored on your hard drive. The Company's Cookie enables this Site to recognize you if you have a Company policy or contract, or have previously utilized certain Site features. In addition, the Cookie may recall information so that you do not have to resubmit it, and also automatically updates Site information. If available, you may program your browser software to notify you of attempts to send cookies and/or you may decline to accept or delete them. Your declination of any Site Cookie may impair your ability to access or use certain functionality of this Site or require you to enter and re-enter information each time you visit this Site.

Submissions

You hereby grant to The Company the royalty-free, perpetual, irrevocable, worldwide, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to The Company through this Site (collectively, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. The Company will not be required to treat any Submission as confidential, and may use any Submission in their businesses (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future operations. The Company will treat any Personal Information that you submit through this Site in accordance with its web site privacy statement.

Disclaimer

You understand that The Company cannot and does not guarantee or warrant that Content available for downloading from this Site or the Internet will be free of viruses, worms, Trojan Horses, or other malicious code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for the reconstruction of any lost data. The Company does not assume any responsibility or risk for your use of the Internet or this Site, nor does The Company assume any responsibility for any products or services or hypertext links to third parties or for any breach of security associated with your use of this Site or your transmission of sensitive information through this Site or any hyperlinked sites.

The Content, excluding the Required Documents, is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by The Company. Account information, other than the Required Documents, available on this Site is not the official record of your account. Investors, borrowers, and other persons should use the Content in the same manner as any other informational medium and should not rely on the Content, excluding the Required Documents, to the exclusion of their own professional judgment. Information obtained by using this Site is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals and objectives. Nothing on this Site should be construed as rendering tax, legal, investment, or accounting advice.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY OR NONINFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, DISABLING DEVICES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE COMPANY MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT THE COMPANY, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

All of the information on this Site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this Site, and The Company does not undertake any obligation to update such information after it is posted or to remove such information from this Site if it is not, or is no longer, accurate or complete. All Content, together with information filed and furnished with the Securities and Exchange Commission and any oral information provided by The Company's executives that relates to The Company's future performance or financial results are considered forward-looking statements. These forward-looking statements involve uncertainties that could cause actual performance or results to materially differ, and users are cautioned not to place undue reliance on them. All forward-looking statements should be read in conjunction with the additional information about risks and uncertainties set forth in our Securities and Exchange Commission reports, including any annual report.

Limitation of Liability

THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY ACTUAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, LOSS OF PRINCIPAL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE CONTENT ON THIS SITE, EVEN IF THE COMPANY OR A REPRESENTATIVE AUTHORIZED BY THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND THEIR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN

CONTRACT, TORT, OR OTHERWISE) EXCEED THE LESSER OF \$100 OR THE AMOUNT YOU HAVE PAID FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

Indemnity

You will indemnify and hold The Company, its parents, subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms and Conditions of Use by you, including any use of Content other than as expressly authorized in these Terms and Conditions of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify the Indemnified Parties against any and all resulting losses, damages, judgments, awards, costs, expenses, and attorneys' fees in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of or related to your use of the Content accessed from this Site.

Trademarks, Service Marks and Copyrights

The stylized AEGON logo is a federally registered trademark of Aegon NV, and TRANSAMERICA, the Transamerica Pyramid building, and Transamerica Pyramid logo are federally registered trademarks of the Transamerica Corporation. Unless otherwise specifically noted images, trademarks, service marks, logos, and icons displayed on this Site are the property of The Company or its licensors and may not be used without The Company's prior written consent. The Company and its licensors retain all rights with respect to any of their respective trademarks, service marks, and logos appearing on this Site. Any unauthorized use of the images may violate copyright, trademark, privacy and publicity laws and regulations.

Information You Provide

You may not post, send, submit, publish, or transmit on, through, by or in connection with this Site any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- does not pertain directly to this Site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is racist, abusive, harassing, threatening, offensive, vulgar, obscene, pornographic or indecent;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g. offering for sale products or services) or otherwise engages in any commercial activity (e.g. conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;
- solicits funds, advertisers, or sponsors;
- includes programs which contain viruses, worms, and/or Trojan Horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real time activities via this Site;
- amounts to a "ponzi" or similar scheme;

- disobeys any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site; or
- contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

The Company reserves the right to monitor the use of this Site to determine compliance with these Terms and Conditions of Use, as well as the right to remove or refuse any information or Submission for any reason. Notwithstanding these rights, you remain solely responsible for the content of your Submissions and actions. You acknowledge and agree: The Company or any third party that provides Content to The Company shall not assume or have any liability for any action or inaction by The Company or such third party with respect to any Submission.

Product Fees

Product fees and other charges are being provided for general information purposes only and are subject to change. To obtain a more detailed and accurate strategy for your personal situation, we recommend you consult your prospectus or consult with a qualified financial professional.

Calculator Data

If this Site contains an online calculator, the online calculator may contain data regarding retirement investing. Such information is provided for educational purposes only and does not constitute an endorsement or recommendation of any security or investment program or service or the suitability thereof for you. The Company does not offer legal or tax advice, and the information provided in the online calculators should not be used in lieu thereof. Please consult your tax or financial advisor for guidance regarding your particular situation.

We Are Not Providing Investment Advice, Soliciting Offers or Selling

The information contained on this Site does not constitute investment advice, and is not an offer to sell or a solicitation to buy any security or any product. All securities transactions require signed agreements between The Company and its customers, and the terms of those agreements are binding on the parties. No other representation, whether made in person, online, electronically, in written, graphical, or verbal communication, may alter the terms of those agreements except that your use of this Site constitutes your agreement to the additional Terms and Conditions of Use applicable to such use. By using this Site, you accept at your own risk that the Internet and online communications medium may not perform as intended. No security or other product is offered or will be sold in any jurisdiction in which such offer or sale would be unlawful under the securities, or other laws of such jurisdiction. Some products may not be available in all jurisdictions. In addition, any prospectus information available on this Site is posted for informational purposes only and is not a recommendation or opinion for you to buy or sell any product or participate in any transaction.

You Should Not Rely on the Stock Price Information on This Web Site

We do not generate the information regarding stock prices for this Site. We believe that the information on this Site is accurate, but we cannot guarantee or warrant the accuracy, completeness, or timeliness of the information. You should not rely on the stock price information for investment purposes. We are not liable for any loss or damages, whether direct, indirect, incidental, special, consequential, or exemplary, that may arise from reliance on the stock price information on this Site.

No Representation as to Suitability

The Company makes no representation as to the financial or other suitability of any product described on this Site for any user. In order to evaluate whether a particular product is suitable for your financial needs, you should contact a qualified financial professional. The posting of any prospectus or any other information on this Site should not be interpreted as a recommendation or opinion that you should make any purchase or sale or participate in any transaction.

Violations of Rules and Regulations

The Company reserves the right to seek any remedy available at law or in equity for any violation of these Terms and Conditions of Use, including the right to block access from a particular Internet address to this Site.

Personal Information

Depending on your level of access to this Site, you may receive or obtain access to Personal Information as defined below. Your access and use of such information is governed by state and federal law and limited to specific business activities for which you are authorized. Should you access Personal Information intentionally or unintentionally of others for who you are not authorized, you will immediately notify us and you will not copy, download, store or transmit such information to any third party.

Security

Any access Codes (User names and passwords) used for this Site are for individual use only. You will be responsible for the security of your Access Codes. The Company will be entitled to monitor your Access Codes and, at its discretion, require you to change it. If you use Access Codes that The Company considers insecure, The Company will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, The Company reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents and to federal or state law enforcement officials. The Company reserves the right to investigate suspected violations of these Terms and Conditions of Use.

You agree that The Company shall not be responsible for damages or losses resulting from any breach of security caused by your failure to maintain the confidentiality of your Access Codes. If you permit access to your Access Codes by third parties, then you agree to defend, indemnify and hold The Company harmless from and against any liability, losses, damages, or costs and expenses (including attorneys' fees) arising out of, related to or resulting from, such access and related use of this Site. The Company reserves the right to block access to this Site for any reason. You also agree to immediately notify The Company if you:

- become aware of any loss or theft of your Access Codes, or
- become aware of any unauthorized use of your Access Codes.

Finally you acknowledge and agree that you will not: (i) collect or store personal data about other users of this Site, or (ii) upload, e-mail, or otherwise transmit any material that contains viruses or any other computer code, files, or programs that might interrupt, limit, or interfere with the functionality of any computer software, hardware, database or file, or communications equipment that is owned, leased, or used by The Company.

For your protection, The Company may require the use of encryption technologies for certain types of communications conducted through this Site. This Site has adopted industry standard security measures to protect the loss, misuse, and alteration of the information under our control. While we provide those technologies and use other reasonable precautions to protect confidential information and provide suitable security, we do not guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions will be free from delay, interruption, interception, or error. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to insure the safety of your personal information. There is

always the possibility of unknowingly acquiring computer viruses on the Internet and thus we want to warn you about infections or viral contamination on your system. It is your responsibility to scan any and all downloaded materials received from the Internet. The Company is not responsible or liable for any damage caused by viruses or related hazards, whether or not that virus or hazard resulted from a visit to this Site. You, and not The Company assume the entire cost of all necessary servicing, repair, or correction related to computer viruses.

The Company reserves the right to fully cooperate with any law enforcement authorities, regulatory authorities, or court order requesting or directing them to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms and Conditions of Use. **BY ACCEPTING THESE TERMS YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.**

E-Mail

The Company recognizes that e-mail can be the preferred mode of communication for some of its customers. Either at the time of a policy purchase, during your registration on this Site or your election to participate in electronic document delivery or to transact business electronically with The Company, you provided your e-mail address to The Company. The Company may use, and you hereby permit The Company to use, this e-mail address for the following:

- Service notifications related to your account(s) or policy(ies);
- Regularly scheduled e-mail newsletters;
- Products or services you have purchased;
- Optional e-mail communications which you have signed up for (e.g., newsletters on a selected financial topic);
- Occasional updates about products and services as well as marketing offers.

Also, once you have requested information from The Company via e-mail, The Company may communicate with you via e-mail regarding your request to provide additional information related to your initial information request. However, The Company will never ask you to send personal information such as account or Social Security numbers by non-secure e-mail. The Company may require certain e-mail communications to be conducted through secure or encrypted e-mail. If The Company sends you an advertisement via e-mail, it will include instructions on how to opt-out of receiving such e-mail advertisements in the future. If you elect to opt-out of receiving e-mail advertisements, The Company will continue to send you non-advertisement e-mails as stated above. It is your responsibility to maintain accurate records with The Company and to update your e-mail address if it changes.

Additionally, certain portions of this Site may offer you the ability to e-mail a message to The Company even if you have not elected to participate in electronic document delivery or to transact business electronically with The Company. E-mail functionality, if any, is provided to you to facilitate communications between you and The Company. You agree, however, that you will not use e-mail to request, authorize, or affect the purchase or sale of any securities or other product or service, to change your address or other account information, to change your User Codes, to transmit personal credit information (including credit card numbers), to send fund transfer instructions, or for any other financial transactions that require formal authorization in accordance with applicable law or The Company's policies and procedures. Any such requests, orders, or instructions that you send to The Company by e-mail will not be accepted or processed by The Company. The Company shall have no liability for any loss or damage that arises from unaccepted e-mail requests, orders, or instructions. Moreover, The Company shall have no liability for any loss or damage that result from interception and/or unauthorized use by third parties of any information you send by e-mail.

Electronic Transactions

In the event this Site permits you to view, change information and make investment exchanges on your account and receive other information or services related to an investment issued by The Company through electronic transmission via a compatible personal computer and a secure web browser, access to such services requires an electronic identification that consists of a user name, password, or other security measures that we may require. By obtaining Access Codes, you agree that the use of this electronic identification is the legal equivalent to your written signed instructions to The Company and that your identity as an authorized user of our on-line services is determined solely by your Access Codes. You acknowledge that you are responsible for the safekeeping of your Access Codes and The Company is unable, and under no obligation, to confirm the identity or authority of any user of our on-line services.

Children

This Site does not intend to market any products or services to children under thirteen (13) years of age. The Company does not knowingly gather or solicit data from children under thirteen (13) years of age through this Site for marketing purposes. By using this Site you represent that you are not under thirteen (13) years of age.

Miscellaneous

These Terms and Conditions of Use will be governed and interpreted pursuant to the laws of the state of Iowa, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Iowa in connection with any dispute between you and The Company arising out of these Terms and Conditions of Use pertaining to this Site. The parties to these Terms and Conditions of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms and Conditions of Use or pertaining to the subject matter of these Terms and Conditions of Use will be in the state or federal courts having jurisdiction within Cedar Rapids, Iowa. If any part of these Terms and Conditions of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms and Conditions of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this Site will govern the items to which they pertain. The Company may revise these Terms and Conditions of Use at any time by updating this posting. These Terms and Conditions of Use constitutes the entire agreement between The Company and you with respect to your use of this Site. Any cause of action you may have with respect to your use of this Site must commence within one (1) year after the claim or cause of action arises.