

# PensionBee Website Terms and Conditions

Please read these terms and conditions (the “Terms & Conditions”) carefully before you continue to access this website ([www.pensionbee.com/us](http://www.pensionbee.com/us)) (the “PensionBee Website”) or use our services. By accessing or using our website and services, you agree to be bound by these Terms & Conditions.

## 1. Acceptance of Terms

By using the PensionBee website and online services, you agree to comply with and be legally bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, you should not continue accessing the PensionBee Website or use the PensionBee Website or services.

## 2. Changes to Terms

We reserve the right to update or modify these Terms & Conditions at any time without prior notice. Your continued accessing of and use of the PensionBee Website following any changes constitutes your acceptance of the new Terms & Conditions.

It is your responsibility to use the PensionBee Website regularly to check for Electronic Communications and to check for updates to these Terms & Conditions . If you have given us another type of electronic address such as an electronic address or mobile phone number for SMS text messages you may change address by contacting us.

## 3. Eligibility

Our services are intended for individuals who are 18 years of age or older. By your continuing to access and use the services of the PensionBee website you represent and warrant that you are at least 18 years old and that you are legally capable of entering into binding contracts.

## 4. E-Signatures Consent

In this consent:

"We," "us," "our" and "PensionBee" means PensionBee Inc., PensionBee Group, and each and every current and future affiliate of PensionBee Inc..

"You" and "your" means the person giving this consent, and also each additional account owner, co-signer, authorized signer, authorized representative and/or service user identified on any PensionBee Product that you apply for, use or access.

"Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

"Electronic Record" means any combination of text, graphics, data, audio, pictorial, or other information representation in digital form that is created, modified, maintained, archived, retrieved, or distributed by a computer system.

"Electronic Service" means each and every PensionBee Product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.

The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples - the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

#### 4.1 Consent to Electronic Delivery

By continuing to access the PensionBee website and use the services provided by us, you specifically agree to receive and/or obtain any and all PensionBee Product-related "Electronic Communications" as defined herein via the PensionBee Website. This includes electronic communications related to your account from PensionBee's third party servicers. You specifically consent to receive electronic mail (email) and online communications and disclosures regarding your account instead of by regular mail. Except as noted below or otherwise at our discretion communications will not be furnished on paper.

Your consent will apply to all information we send to you, or disclose or communicate to you online. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you relating to any documents you sign, as well as such other documents, statements, data, records and any other communications regarding your [www.pensionbee.com](http://www.pensionbee.com) relationship with us. If you change your email address, you agree to contact us to update your email address.

You accept Electronic Communications provided via the PensionBee Website as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

## 4.2 Your consent covers all PensionBeeProducts; Privacy Policies

Your consent covers all Communications relating to any PensionBeeProduct. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new PensionBeeProduct from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other PensionBeeProduct.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on [www.pensionbee.com](http://www.pensionbee.com), or, with prior notice to you, on another website where we offer Electronic Services.

## 4.3 Electronic Signature Agreement

You acknowledge that you have read, understand and agree to the following:

- You are voluntarily choosing to sign your PensionBee documents electronically;
- You understand that the documents we present on the PensionBee Website will replace the use of paper documents;
- You understand and agree that your electronic signature will bind you to the terms and conditions to the same extent as if you signed your PensionBee documents on paper with an ink signature;
- You understand and agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and us; and
- You understand that you have the right to withhold your consent to the use of electronic documents and signatures, and that you have the right to withdraw your consent at any time prior to completing the e-sign process. Please be aware, however, that withdrawal of consent may result in the termination of your access to use Electronic Services.

## 4.4. Revocation of electronic delivery

You have the right to withdraw your consent to receive/obtain Electronic Communications via the PensionBee Website at any time. You acknowledge that PensionBee reserves the right to restrict or terminate your access to Electronic Services if you withdraw your consent to receive Electronic Communications. If you wish to withdraw your consent, contact us at [info@pensionbee.com](mailto:info@pensionbee.com) or write to us at: PensionBee, :85 Broad Street, New York, 10004. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

#### 4.5. Valid and current email address, notification and updates

You agree to keep PensionBee informed of any changes in your email address. You may modify your email address by contacting us. PensionBee may notify you through email when an Electronic Communication or updated agreement pertaining to the PensionBee Website is available. PensionBee may also use PensionBee Website for Electronic Communications.

#### 4.6. Hardware, software and operating system requirements

You must be able to view, print, and retain information presented on-screen in order to e-sign. You confirm that you are able to view Hyper Text Markup Language (HTML) files and read Adobe PDF files. If you are not able to do this, please make sure that you have Adobe Acrobat Reader installed on your computer.

It can be downloaded for free [HERE](#).

You also confirm that your web browser meets the following requirements:

- Google Chrome latest version
- Mozilla Firefox latest version
- Safari latest version and on Mac OS X 1.6+
- Edge latest version

Mobile:

- Chrome for Android
- Safari on iPhone

You represent to us that you have the necessary hardware and software, as stated above.

#### 4.7. Changes to hardware or software requirements

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

#### 4.8. By accepting this notice, you confirm to us that:

- You have the hardware and software described above;
- You can access and read this Consent and Notice Regarding Electronic Communications and Electronic Signatures;
- You have an active email;
- You can print this disclosure on paper, or save the disclosure to a place where you can print it, for future reference and access;

- You consent to use and sign electronically an electronic version of any PensionBee documents;
- You are authorized to, and do consent on behalf of all the other account owners, authorized signers, authorized representatives and service users identified with your PensionBee Products; and
- You consent to the terms and conditions of this Agreement.
- \*It is recommended that you print a copy of this Agreement for future reference.

## 5. Privacy Policy

Your privacy is important to us. Please review our Privacy Policy, which explains how we collect, use, and protect your personal information. By using our services, you consent to the collection and use of your information as described in our Privacy Policy.

## 6. Third-Party Services

The PensionBee website and services may include links to third-party websites or services. PensionBee is not responsible for the content, accuracy, or opinions expressed on such websites. Inclusion of any linked website does not imply approval or endorsement by PensionBee. You access these third-party websites at your own risk.

## 7. Limitation of Liability

To the maximum extent permitted by law, PensionBee shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use our the PensionBee Website
- Any unauthorized access to or use of our servers and/or any personal information stored therein
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our services by any third party
- Any errors or omissions in any content or for any loss or damage incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available through the services

## 8. Indemnification

You agree to indemnify, defend, and hold harmless PensionBee, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out

of or in any way connected with your access to or use of the PensionBee Website or your violation of these Terms & Conditions.

## **9. Termination**

We may terminate or suspend your account and access to our services at any time, without prior notice or liability, for any reason, including, without limitation, if you breach these Terms & Conditions.

## **10. Advisory Contract**

When you sign up to a PensionBee RIA, these Terms & Conditions are in all respects subject to your Advisory Contract with PensionBee and the terms of your Custodian Agreement. To the extent of any inconsistency between these Terms & Conditions and your Advisory Contract with PensionBee and your Custodian Agreement, the terms of the Advisory Contract and your Custodian Agreement shall prevail.

## **11. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

## **12. Dispute Resolution**

Any disputes arising out of or relating to these Terms & Conditions or our services shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in New York, NY.

## **23. Contact Information**

If you have any questions about these Terms and Conditions, please contact us at:

PensionBee  
85 Broad Street, New York, NY 10004  
info@pensionbee.com  
+1 (718) 502-9433