

# Terms Of Use

## TERMS OF USE AND ONLINE SERVICES AGREEMENT FOR CUSTOMERS AND EMPLOYERS

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### Introduction

This Terms of Use and Online Services Agreement (the “Terms of Use”) governs your access to and use of [www.transamerica.com](http://www.transamerica.com) and any other Transamerica website or Transamerica mobile application that includes a link to these Terms of Use or where these Terms of Use appear (collectively, the “Site”) and the Content (defined below) on the Site. These Terms of Use also govern any account that you create with us online, whether through the Site, including a Transamerica mobile application, and your use of any of the services associated with your online account or that are otherwise available through the Site, including a Transamerica mobile application (collectively, the “Online Services”). Online Services and other Content may only be available after you have created an account with us. Therefore some provisions of these Terms of Use may not apply to you. **PLEASE NOTE THAT THESE TERMS OF USE REQUIRE BINDING ARBITRATION OF DISPUTES** ([see below for details](#)). If you have securities, an investment account, contract, annuity or insurance policy or certificate with us, your customer relationship may be subject to other agreements, including your policy, certificate or account agreement. In the event of any conflict between these Terms of Use and such policy, certificate or account agreements, including provisions with respect to arbitration set forth herein, your policy, certificate and account agreements control.

For purposes of these Terms of Use, the terms “Transamerica,” the “Company,” “we,” “us,” or “our” means Transamerica Corporation and all of its parents, subsidiaries and affiliates. PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU ACCESS THE SITE OR THE CONTENT, YOU ARE AGREEING TO THESE TERMS OF USE. YOU WILL BE REQUIRED TO REVIEW AND AFFIRMATIVELY ACCEPT THESE TERMS OF USE IN ORDER TO ESTABLISH AN ONLINE ACCOUNT WITH US AND TO ACCESS THE ONLINE SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SITE, CONTENT, OR ONLINE SERVICES. WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS OF USE AT ANY TIME BY POSTING AN UPDATED VERSION AT THE SITE. WE WILL INDICATE THAT CHANGES TO THESE TERMS OF USE HAVE BEEN MADE BY UPDATING THE “LAST REVISED” DATE SET FORTH ABOVE. FOR THOSE WITH AN ONLINE ACCOUNT, UPON AN UPDATE TO THESE TERMS OF USE YOU WILL BE REQUIRED TO REVIEW AND ACCEPT THE THEN-CURRENT TERMS OF USE PRIOR TO LOGGING-IN AND ACCESSING YOUR ONLINE ACCOUNT. ALL SUCH CHANGES WILL BE EFFECTIVE UPON POSTING UNLESS OTHERWISE STATED. YOU SHOULD PERIODICALLY VISIT THIS PAGE TO REVIEW THE MOST CURRENT TERMS OF USE. YOUR CONTINUED USE OF THE SITE AND ONLINE SERVICES FOLLOWING CHANGES TO THESE TERMS OF USE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

### **Proprietary Nature of Site and Content**

The material and content accessible on or generated by this Site including (without limitation), applications, calculators, software, text, articles, reports, audio and video files, images, trademarks, service marks, logos, and icons (the “Content”) is owned or licensed by the Company and protected by copyright and other laws in the United States and other countries. Subject to your compliance with these Terms of Use, the Company grants you a limited, personal, nontransferable, nonsublicensable, revocable license to access and make non-commercial (excepted as permitted in the following sentence) use of the Site, the Content and the Online Services only in the manner approved by the Company. Unless you are an authorized distributor or financial advisor appointed with us wherein your written agreement addresses your rights to use and modify Content, neither the Site nor the Content may be used for any commercial purpose or be framed, copied, reproduced, performed, displayed, distributed, republished, uploaded, posted, scraped, spidered or transmitted in any way, without our prior written consent, which may be withheld in our sole discretion, except that you may print out or electronically save a copy of the Content, these Terms of Use and the **Online Privacy Statement** for your personal use and records. In doing so, you may not remove or alter 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 Site or Content except as expressly provided in these Terms of Use violates the intellectual property rights of the Company and its licensors. Except for the limited license granted above, the Company does not convey any interest in or to the Site or Content by permitting you to access the Site. All rights not expressly granted to you in these Terms of Use are reserved and retained by the Company or its licensors.

### **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. 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 our prior written consent.

## **Hyperlinks**

We may provide hyperlinks to third party sites (“Third Party Sites”). Third Party Sites are not maintained by, related to, sponsored by or affiliated with us and are provided solely as a service and convenience to you. Third Party Sites are to be accessed at your own risk, and we make no representations or warranties about the content, completeness, accuracy or security of Third Party Sites.

## **Privacy**

Please review our [Online Privacy Statement](#), which also governs your access to the Site and use of the Online Services.

## **No Representation as to Suitability; No Investment Advice**

Nothing on this Site or in any of the Content (including the results of any online retirement calculators) should be construed as rendering tax, legal, investment, or accounting advice. The posting of any prospectus or any other Content on this Site (including the results of any online calculators) is solely for convenience and informational purposes and should not be interpreted as a recommendation or opinion that you should make any purchase or sale or participate in any transaction. We make no representation as to the financial investment or suitability of any product or service described on this Site for any user. All such information is general in nature and does not consider your personal financial situation, nor constitute an endorsement or recommendation of any investment program, service or other product, or the suitability of it for you. In order to evaluate whether a particular product or service is suitable for your financial needs, you should contact a qualified financial professional. Nothing on this Site constitutes an offer to sell or a solicitation to buy any security or any insurance product. All insurance or securities transactions require signed agreements between us and our customers, and the terms of those agreements are binding on the parties.

## **Forward-Looking Statements**

All of the Company’s or its parent financial information on this Site, whether historical in nature or forward-looking, including those about management expectations, strategic objectives, growth opportunities, business prospects, anticipated financial results and other similar matters, speaks only as of the date the information is posted on this Site. Forward-looking statements represent only management’s beliefs regarding future performance, which is inherently uncertain. There are a variety of factors, many of which are beyond the Company’s or its parent’s control, which affect its operations, performance, business strategy and results and could cause its actual results and experience to differ materially from the expectations and objectives expressed in any forward-looking statements. These factors include, but are not limited to, actions and initiatives taken by current and potential competitors, general economic conditions, the effects of current, pending and future legislation, regulation and regulatory actions, and the other risks and uncertainties detailed in this report. Accordingly, you are cautioned not to place undue reliance on forward-looking statements. We do not undertake any obligation to update such information after it is posted or to remove such information if it is not accurate or complete. You should, however, consult further disclosures the Company or its parent may make in future filings of its Annual Report or other filings with the US Securities and Exchange Commission or the Netherlands Authority for the Financial Markets.

## **U.S.-Based Site and Services; Availability of Products and Services**

This Site is controlled by us from our offices within the United States. The products and services referred to on this Site are generally offered and sold only to persons in the United States and its territories except in limited circumstances where a certain product or service may be offered and sold outside of the United States. Additionally, some products may not be available in all jurisdictions and/or may be subject to eligibility requirements. No security, advisory, or insurance product or service is offered or will be sold in any jurisdiction in which such offer or sale would be unlawful under the securities, advisory, insurance, or other laws of such jurisdiction. Product, services or advisory fees and other charges identified on the Site are provided for general information purposes only and are subject to change. You should consult the prospectus, policy, certificate, account or plan documents or a qualified financial professional for information regarding the products, fees, programs and services that may be available to you.

Access to the Content or Online Services from jurisdictions where such access is illegal is prohibited. You are responsible for your compliance with all applicable laws and you may not use or export the materials in this Site in violation of U.S. export laws and regulations, or the laws of your local jurisdiction. By downloading Content or using Online Services, you warrant that you are not in a country where such export is prohibited, that you are not a person or entity to which such export is prohibited, and that you are otherwise in compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any Content.

## **Use of Online Services**

Online Services generally require you to register at the Site and log-on with a user name, password and in some instances answers you provide us to security questions (the “Access Codes”). Online Services may include, for example, address or beneficiary changes, obtaining balance information, viewing transaction histories, submitting claims or performing other authorized transactions. The Company may, from time to time, introduce new features or eliminate features to the suite of the Online Services by updating the Site. Your use of the Online Services is subject to applicable laws and:

- any additional terms or guidelines that appear on your screen during use of the Online Services;
- the **Consent to do Business Electronically for Online Transactions**; and
- your policy, certificate or account agreement with us (collectively all of the foregoing, “Account Policies”).

We may terminate your access to the Online Services if you violate these Terms of Use or Account Policies. The Online Services will not be available to you if you have not agreed to the Consent to do Business Electronically for Online Transactions, or if you have revoked such consent. If you can individually elect electronic delivery for a specific product or service, you can then choose to participate in electronic delivery by accessing the Online Services and agreeing to the specific terms. If you participate in electronic delivery, we may also provide you with information that the Company is required by law or regulation to provide you in writing (such as quarterly or annual statements, prospectuses and confirmations) (collectively, the “Required Communications”) through the mail or electronically. Required Communications are the official record of your account transactions. Other information about your accounts or the transactions you conduct using the Online Services (for example, balance information and transaction history) may only reflect activity conducted through the close of the previous business day and remains subject to adjustment and correction by us. If your plan sponsor or administrator has elected to enroll in electronic delivery for certain plan-related Required Communications, you can also manually change this election in the Online Services.

## **Registration and Access Codes**

We are entitled to act on any and all instructions received through the use of your Access Codes, and you agree that the use of your Access Codes will have the same effect as your signature, including but not limited to, authorizing instructions. Access Codes are for your individual use only. We may monitor your Access Codes and, at our discretion, require you to change your user name, password or other security features we implement and use from time to time. However, you are responsible for the security of your Access Codes. If you believe your Access Codes have been lost or stolen or that someone may have unauthorized access to your account, you should contact us immediately at 1-877-717-8858. We are not responsible for damages or losses resulting from any breach of security caused by your failure to maintain the confidentiality of your Access Codes or any other security or authentication technique we utilize, unless otherwise required by law. If you make your Access Codes available to others, then you agree to defend, indemnify and hold us 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 Online Services (including access to your online accounts). We reserve the right to block access to the Online Services for any reason, including security concerns.

## **Online Services Profile Updates and Communications**

You agree to provide us true, accurate, current and complete information about yourself and your account during the registration process or as otherwise requested in connection with use of the Online Services, including your email address, phone number and other contact information (“Profile Information”), and to regularly update this information to maintain its completeness and accuracy. Any change that you make to your Profile Information will apply only to the account for which you make the change. If you have more than one account, you may have the option to update your Profile Information for each other account automatically.

To the extent necessary to carry out your instructions with respect to an Online Service, you authorize us to send email, text, and/or other electronic communications to you, and other persons on your behalf.

Email, text and/or other electronic communication sent to others pursuant to your instructions and on your behalf may identify you by name and may state that we are sending such communication on your behalf and according to your instructions. We may send and by using the Online Services you consent to us sending email and text messages to any email address or phone number you have provided to us. In addition, we may use your Profile Information (including email address) for notifications related to your account or use of the Online Services and as set forth in the [Online Privacy Statement](#). We may require certain email or other communications to be conducted through secure or encrypted email. We will never ask you to send personal information such as account or Social Security numbers by non-secure email.

Further, you agree that you will not use an email to the Site 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 Access 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 our policies and procedures. We will not accept or process any requests or instructions submitted to the Site by email and are not responsible for any act or failure to act as a result of any such email communication to the Site. We are not responsible for any loss or damage that result from any unauthorized access to, or use by third parties, of any information you transmit to the Site by email.

## **Security**

You agree to use this Online Services to access only those accounts on which you are authorized to act, and to use your own Access Codes when accessing such accounts. You are prohibited from using the Online Services to attempt to compromise security or tamper with system resources or other accounts. If you are involved in any violation of Site security or otherwise violate these Terms of Use, we may release your details to system administrators at other sites and to federal or state law enforcement officials. We reserve the right to fully investigate suspected violations of these Terms of Use and to cooperate fully with any law enforcement authorities, regulatory authorities, or court orders requesting or directing us to disclose the identity of anyone suspected of suspicious activity, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. Please review our [Online Privacy Statement](#) for more information about our security measures.

## **Transactions**

We may refuse to honor any transaction initiated via an Online Service that is not in accordance with these Terms of Use or any Account Policy, or that we have reason to believe may not be authorized or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction. In addition, we may refuse to honor any Online Services transaction for our or your protection. We are not responsible for the failure of any Online Services, or any transaction initiated using the Online Services, due to system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake or extreme weather).

## **Viruses**

There is always the possibility of unknowingly acquiring computer viruses or other malicious code (“Viruses”) through use of the Internet or third party sites or applications. It is your responsibility to scan any and all downloaded materials received from the Internet, third party sites or applications. We are not responsible or liable for any damage caused by Viruses or related hazards, whether or not that Virus or related hazard resulted from use of the Site or Online Services. You, and not the Company, assume the entire cost of all necessary servicing, repair, or correction related to Viruses.

## **Financial Management Software**

In the event the Online Services allows you to download certain information into Microsoft® Money, Microsoft® Office Accounting, Quicken®, QuickBooks® and other software we may identify from time to time on the Site (collectively "Financial Management Software"), you are responsible for obtaining any such Financial Management Software and entering into, and complying with, any license agreement required in connection with the use of such software. In connection with your use of any Financial Management Software, you understand and agree that:

- not all information in your online accounts can be downloaded into your Financial Management Software;
- downloaded account information is not an official record; it will only reflect the account information in your online accounts at the time that you download the information and is not automatically updated;
- downloaded account information may include information you have provided to us (and for which you are solely responsible);

- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the downloaded account information;
- you assume the risk that any downloaded account information may be accessed by unauthorized third parties;
- downloading account information is at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading.

### **Warranty Disclaimer; Limitation of Liability**

THE SITE, CONTENT AND ONLINE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOUR ACCESS TO AND USE OF THE SITE, CONTENT AND ONLINE SERVICES IS AT YOUR OWN RISK. THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY AND/OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THIS SITE OR ANY ONLINE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF USE, OF THE CONTENT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER THE COMPANY NOR ITS LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, BROKERS, REPRESENTATIVES, OFFICERS, AND/OR DIRECTORS, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE, THE ONLINE ACCOUNT SERVICES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF PROHIBITED BY APPLICABLE STATE LAW, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SHALL NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS AS SET FORTH UNDER SUCH APPLICABLE STATE LAWS.

### **Submissions**

With respect to any comments, reviews or other content that you post, or any questions, suggestions, ideas, or other information you submit, in connection with the Site and/or certain Online Services (collectively, "Submissions"), you hereby grant us 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 Submissions, and to incorporate any Submission in other works, in any form, media, or technology now known or later developed. We will not be required to treat any Submission as confidential, and may use any Submission in our businesses (including without limitation, for products or

advertising) without attribution and 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.

You may not post, send, submit, publish, or transmit in connection with this Site any Submissions that:

- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity or privacy, or that you do not otherwise have the right to post;
- violate any law or may be considered to violate any law; or
- include programs which contain malware, 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 systems.

## **DMCA Policy**

In accordance with the Digital Millennium Copyright Act ("DMCA"), Pub. L. 105-304, we have designated an agent to receive notification of alleged copyright infringement occurring on the Site, including the Transamerica.com domain. If you believe that your copyrighted work is being infringed, notify our designated agent specified below.

Attn: Law Department – IP Counsel  
6400 C Street SW  
Cedar Rapids, IA 52499-0001  
Email: [IPmatters@transamerica.com](mailto:IPmatters@transamerica.com)  
Phone: 877-717-8858

The Digital Millennium Copyright Act requires that all infringement claims must be in writing and must include the following information:

- A physical or electronic signature of the copyright owner or the person authorized to act on its behalf
- A description of the copyrighted work(s) you believe to have been infringed
- A description of the infringing material and information reasonably sufficient to permit us to locate the material
- Your contact information (including your address, telephone number, and email)
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner

Upon receipt of a notice of claimed infringement that satisfies these requirements (or any statement in conformance with 17 U.S.C. Sec. 512(c)(3)) we will act expeditiously to remove or disable access to any content that is claimed to be infringing upon the copyright of any person under the laws of the United States and will terminate the access privileges of those who repeatedly infringe on the copyrights of others. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.



## Children

This Site does not intend to market any products or services to children under thirteen (13) years of age. We do 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.

## Dispute Resolution

### *Applicable Law; Time to Bring Claims*

The Federal Arbitration Act, applicable federal law, and the laws of the State of Iowa, without regard to principles of conflict of laws, will govern these Terms of Use, the **Online Privacy Statement** and any dispute of any sort that might arise between you and the Company with respect to these Terms of Use, the **Online Privacy Statement** or your use of or access to the Site or Content (“Dispute”). **YOU AND THE COMPANY AGREE THAT, EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURTS, ANY SUCH DISPUTE SHALL BE RESOLVED IN ITS ENTIRETY BY INDIVIDUAL BINDING ARBITRATION.** If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights or breaches of security and your misuse of the Site or Content.

### *Exclusive Venue for Litigation*

To the extent that the arbitration provisions provided for herein do not apply, the proper forum for any Dispute shall be in the courts of the State of Iowa for Linn County or the United States District Court, Northern District of Iowa (except for small claims court actions which may be brought in the county where you reside). You expressly consent to exclusive jurisdiction of any state or federal court for Linn County, Iowa for any litigation other than small claims court actions. Further you hereby waive any right to a jury trial.

### *Agreement to Binding Arbitration*

All Disputes shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of the JAMS Comprehensive Arbitration Rules and Procedures and in accordance with its Expedited Procedures, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority, except as may otherwise be stated in these Terms of Use, to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use or **Online Privacy Statement** including, but not limited to any claim that all or any part of these Terms of Use or **Online Privacy Statement** is void or voidable (except for the class action waiver below). The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s decision shall be final, binding, and non-appealable in court. Judgment upon the award may be entered and enforced in any court having jurisdiction. The arbitrator’s award will consist of a written statement stating the disposition of each claim and will include a concise written statement of the essential findings and conclusions on which the award is based. You and the Company (the “parties”) adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of these Terms of Use) with respect to any final award in an arbitration arising out of or related to these Terms of Use or **Online Privacy Statement**. Either party may request a panel of three (3) arbitrators in lieu of only

one (1) arbitrator. The parties will make reasonable efforts to agree upon a mutually satisfactory arbitrator chosen from the JAMS panel and the arbitrator(s) must be neutral.

The arbitration shall take place at a JAMS location closest to where you reside. The parties agree that all proceedings before the arbitrators will remain confidential between the parties. However, either party may register the judgment of any arbitral award in an appropriate court, and the parties may disclose information regarding the arbitration if required by law or judicial decision. This agreement to binding arbitration in no way limits or affects your or our rights under the Investment Advisers Act. Nothing in these Terms of Use precludes you or us from filing or participating in administrative proceedings before government administrative agencies to address alleged violations of law enforced by those state agencies.

JAMS' RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT [WWW.JAMSADR.COM](http://WWW.JAMSADR.COM) OR BY CALLING JAMS AT 1-800-352-5267. IF YOU INITIATE AN ARBITRATION AGAINST THE COMPANY, \$250 IS THE ONLY ARBITRATION FEE YOU WILL BE REQUIRED TO PAY, WHICH IS APPROXIMATELY EQUIVALENT TO CURRENT COURT FILING FEES. ALL OTHER JAMS ARBITRATION COSTS WILL BE BORNE BY THE COMPANY, INCLUDING ANY REMAINING JAMS CASE MANAGEMENT FEE AND ALL PROFESSIONAL FEES FOR THE ARBITRATOR'S SERVICES. THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION. THE PARTIES ALSO UNDERSTAND THAT ALTHOUGH ARBITRATION ALLOWS FOR THE DISCOVERY OR EXCHANGE OF NON-PRIVILEGED INFORMATION RELEVANT TO THE DISPUTE, THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

#### ***Class Action and Class Arbitration Waiver***

You and the Company each further agree that any arbitration shall be conducted in its individual capacities only and not as a purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"), and you expressly waive any right to file a Class Action in any forum. The arbitrator(s) is empowered to award full relief to an individual claimant, but any relief awarded cannot extend beyond that individual claimant. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. If any court or arbitrator(s) determines that the Class Action waiver set forth in this paragraph is void or unenforceable for any reason (including any alleged incompatibility with the Investment Advisers Act or other federal securities laws or regulations), or that an arbitration can proceed as a Class Action, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Disputes. THE PARTIES UNDERSTAND THAT IN THE ABSENCE OF THESE TERMS OF USE THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

### ***Exception - Small Claims Court Claims***

Notwithstanding the parties' agreement to resolve all Disputes through arbitration, either party may seek relief in a small claims court for Disputes or claims within the scope of that court's jurisdiction.

### ***30 Day Right to Opt Out***

You have the right to opt-out and not be bound by the arbitration provisions and class action waiver set forth in this section by notifying us in writing at Transamerica, Attn: Corporate Law, 4333 Edgewood Rd NE, Cedar Rapids, IA 52499 or email us at [investigations@transamerica.com](mailto:investigations@transamerica.com) within thirty (30) days of your registration on or use of the Site. When providing notice to us of your intent to opt out via U.S. Mail, you must provide your first and last name, policy, certificate, contract, or account number if known, and last four digits of your social security number, or if notifying us via email at [investigations@transamerica.com](mailto:investigations@transamerica.com) you must provide your first and last name and the product or account type you have with Transamerica or its affiliates (e.g., annuity, mutual fund, insurance policy, 401(k) account). Otherwise, you shall be bound to arbitrate Disputes in accordance with the terms of this arbitration provision. If you opt-out of these arbitration provisions, then the Company also will not be bound by them.

### **Miscellaneous**

If any part of these Terms of Use is unlawful, void or unenforceable under applicable law, that part will be deemed severable and will not affect the validity or enforceability of any remaining provisions. These Terms of Use and the **Consent to do Business Electronically** (both of which must be accepted by you in order to use the Online Services) 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.