

## TERMS OF USE

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**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY**

**BEFORE USING THIS SITE**

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TIAA, FSB (the “Bank”) and its affiliated entities maintain this Site on the Internet to provide you with information about the Bank’s products and services offered by TIAA Direct®, a division of TIAA, FSB, and to facilitate your communication with the Bank.

### General

TIAA, FSB requires that all those accessing this Site agree to and comply with the following terms and conditions (“Terms and Conditions”). Please read these Terms and Conditions carefully. By accessing this Site in any capacity, you indicate your acknowledgment and acceptance of these Terms and Conditions and the TIAA, FSB Consumer Privacy Notice.

### Amendments

From time to time, we may revise these Terms and Conditions. If you do not accept the revised Terms and Conditions, please discontinue access and use of this Site. The Terms and Conditions in effect at the time of your discontinuation of use of this Site shall govern your relationship with the Bank thereafter, unless otherwise agreed as set forth in these Terms and Conditions.

### Minimum Age

You must be eighteen years old or older to use this Site. By using this Site, you represent and warrant to the Bank that you have the right, authority, and capacity to enter into, and abide by, the Terms and Conditions and the TIAA, FSB Consumer Privacy Notice.

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When you open a TIAA Direct account or apply for a TIAA Direct product by means of this Site, you agree to provide true, accurate, current and complete information about yourself as required by any application and/or other documentation made available on this Site. If any information provided by you is untrue, inaccurate, not current, incomplete or misleading, the Bank may terminate your right to use this Site, immediately close your account, and pursue legal remedies as allowed under applicable law including accelerating any loan outstanding and/or reporting your actions to appropriate governmental authorities.

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You agree that you are not permitted to submit or otherwise transmit any software or other material that contains a virus or other harmful code or device. You may not use the Site to transmit or otherwise facilitate the transmission of spam or other multiple mailings.

You agree to immediately notify the Bank of any unauthorized use of the Site of which you know or suspect. You agree that any violation of the Terms and Conditions may result in termination of your privilege to access and use the Site and the Site Content, and legal action may also be taken.

### Intellectual Property

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### Privacy Policy

By using this Site, you agree that certain information will be shared within the Bank and may be shared with non-affiliated third parties. Please refer to the TIAA, FSB Consumer Privacy Notice for details.

### Disclaimer

THE SITE AND THE SITE CONTENT, INCLUDING, WITHOUT LIMITATION, ALL PRODUCTS AND SERVICES MADE AVAILABLE BY MEANS OF THE SITE, ARE PROVIDED "AS IS."

SPECIFICALLY, BUT WITHOUT LIMITATION, THE BANK DOES NOT WARRANT THAT: (i) THE SITE OR THE SITE CONTENT IS CORRECT, ACCURATE, RELIABLE OR COMPLETE; (ii) THE SITE OR THE FUNCTIONS CONTAINED ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE SITE OR THE SERVER(S) THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES SHALL THE BANK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR INDIRECT DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, THE SITE CONTENT AND/OR THE PRODUCTS AND SERVICES MADE AVAILABLE BY MEANS OF THE SITE, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE BANK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR ACCESS AND USE OF

THE SITE AND ANY PRODUCTS AND SERVICES MADE AVAILABLE BY MEANS OF THE SITE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED US \$100 OR THE LOWEST AMOUNT PERMITTED UNDER APPLICABLE LAW.

### Indemnification

You agree to defend, indemnify and hold the Bank and their respective officers, directors, employees, representatives, successors and assigns, harmless from any and all claims, damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from (a) your access, use or misuse of the Site and the Site Content, including, without limitation, your failure to provide true, accurate, current and complete information to the Bank in connection with obtaining any products or services by means of this Site; or (b) your acts or omissions, including without limitation, those resulting in injuries and property damage. The Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Bank in asserting any available defense.

### Jurisdiction

The Bank makes no representation that the Site, including without limitation, the Site Content, is appropriate or available for use outside the United States. Those who choose to access the Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### Governing Law

You agree that your use of this Site shall be governed by applicable Federal and Florida law and all of the rules and regulations applicable to Federal Savings Banks. In any action to enforce or arising out of use of the Site, each of the parties hereto consents to the jurisdiction of and venue in the state and federal courts of Florida located within Jacksonville, Florida, for the adjudication of all matters relating hereto or arising hereunder.

### Assignment

You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under these Terms and Conditions. All such attempted transfers, assignments, sublicenses or pledges are void.

### Interpretation

Unless otherwise expressly set forth in these Terms and Conditions, references to "the Site" shall be interpreted to include the Site Content, and references to "including" shall be interpreted to mean "including, but not limited to."

Entire Agreement

These Terms and Conditions are the entire agreement between the you and the Bank relating to the subject matter herein and shall not be modified except in writing signed by both you and the Bank or by a new posting by the Bank, as described above.

Additional Information

If you have any questions about these Terms and Conditions or the TIAA, FSB Consumer Privacy Notice, please contact us at:

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