

This Website Agreement (“Agreement”) sets forth and explains the terms and conditions governing your use of the U.Plan Prepaid Tuition Program (“U.Plan”) website. U.Plan is sponsored and administered by the Massachusetts Educational Financing Authority (“MEFA”). Catalis Regulatory and Compliance, LLC (the “Plan Manager”) provides plan management services for U.Plan pursuant to a contract with MEFA, including operating this U.Plan website (the “Website”). By enrolling for an account (“Account”) as an account owner (“Account Owner”) in U.Plan or by accessing the Website you agree to be bound by this Agreement. Enrollment is deemed to have occurred as of such time that you click to accept the U.Plan Enrollment Agreement and this Agreement. IF YOU DO NOT WISH TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT ACCESS THE WEBSITE OR USE ANY OF THE SERVICES PROVIDED ON THE WEBSITE.

The Website

The Website is operated by the Plan Manager for U.Plan for on-line user access to individual account information (“Account Information”) for U.Plan.

Modification of this Website Agreement

U.Plan reserves the right to change the terms, conditions, and notices contained in this 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. The information and materials contained on this Website are subject to change without notice to the user.

Disclaimers

The materials and services on this Website are provided “AS-IS” and “AS-AVAILABLE” and for information purposes only. The U.Plan, MEFA, The Commonwealth of Massachusetts, and their contractors and affiliated entities (hereinafter referred to collectively as “U.Plan”) and the Plan Manager and its subcontractors and their respective affiliates make no representations or warranties that the materials on this Website are suitable for your needs, are complete, timely, reliable, or are free from errors, inaccuracies or typographical mistakes. U.PLAN AND THE PLAN MANAGER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Where applicable law does not allow the exclusions of implied warranties or other disclaimers above, the applicable exclusions or disclaimers may not apply to you, but solely to the extent so precluded.

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Use of the Website

Access to and use of any password protected or secure areas of the Website is restricted to Account Owners only. You agree that you will not share your password(s), or access to the password protected areas of the Website with any parties other than the Plan Manager and U.Plan. You are responsible for maintaining the confidentiality of your password and Account information, and you are responsible for all activities that occur using your password or Account and/or as a result of your use or access to the Website. To help protect the confidentiality of your password and Account information, you agree to log out of your Account whenever you are using a public computer. You agree to notify the Plan Manager immediately of any unauthorized use of your password or Account. You agree that neither U.Plan nor the Plan Manager will be liable for any loss that you may incur as a result of someone else using your password, either with or without your knowledge, or Account. However, you could be held liable for losses incurred by U.Plan, the Plan Manager or a third party due to someone else using your Account or password. You also agree not to access or use the Website in any manner that may damage, disable, unduly burden, or impair any of the U.Plan's or the Program Manager's networks or systems. You agree not to attempt to gain unauthorized access to any areas of the Website, or to interfere or attempt to interfere with or gain access to U.Plan's or the Plan Manager's networks or systems. You agree not to attempt to interfere with services provided to any user, host or network, including, without limitation, via means of submitting a virus to the Website, spamming, crashing, or otherwise. You agree not to use any robot or spider, or any other automated means to access or use the Website or any U.Plan or Subcontractors' networks or systems. Refusal to abide by this or any other rules may result in termination of your Account and civil or criminal penalties.

Limitation of Liability

IN NO EVENT SHALL U.PLAN OR THE PLAN MANAGER BE LIABLE TO YOU FOR DAMAGES OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER THAT MAY RESULT FROM YOUR USE OF OR INABILITY TO USE THIS WEBSITE OR THE MATERIALS OR SERVICES PROVIDED ON THIS WEBSITE OR THE PRODUCTS OR SERVICES RECEIVED FROM THIS WEBSITE. YOU AGREE THAT NEITHER U.PLAN NOR THE PLAN MANAGER SHALL BE LIABLE FOR ANY VIRUSES, WORMS, TROJAN HORSES, OR OTHER SIMILAR HARMFUL COMPONENTS THAT MAY ENTER YOUR COMPUTER SYSTEM BY DOWNLOADING INFORMATION, SOFTWARE, OR OTHER MATERIALS FROM OUR WEBSITE.

Ownership

All right, title and interest in and to the Website and its content, including 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), are and shall remain the intellectual property and copyrighted works of U.Plan or the Plan Manager, as applicable, and/or their respective licensors, and are protected by United States and international copyright, trademark, and other laws. You may not use or frame any name, trademark, logo or other proprietary materials, including images posted on the Website, the content of any text or the design of any page, or form contained on a page, without U.Plan's prior express written consent. Except as provided in this Agreement, no content may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including without limitation, electronic, mechanical, photocopying, recording or otherwise without the prior written consent of U.Plan or the respective owner. You may electronically copy and print to hard copy content for non-commercial, personal use. Any other use is strictly prohibited. You may not use U.Plan or the Plan Manager's name, logo or other service marks for any purpose without their prior express written consent. Catalis is a service mark owned by Catalis Regulatory and Compliance, LLC.

Copyright in the Website (including the pages and in the screens displaying the pages) and in the information and material displayed or contained in the Website (including the arrangement of the material) is owned by their respective copyright owners. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Website.

Service Unavailable or Delays

Access to services may be limited, delayed, or unavailable during periods of peak demand, system upgrades or maintenance, or electronic, communication or system problems, or for other reasons. You understand and agree that neither U.Plan nor the Plan Manager will be liable to you if you are unable to access the Website.

Notice and Procedure for Making Claims Under the Digital Millennium Copyright Act

The Digital Millennium Copyright Act provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on this Website in a way that may constitute copyright infringement, you may provide notice of your claim to U.Plan's Designated Agent listed below:

U.Plan's Designated Agent is:
Catalis Regulatory and Compliance, LLC
P.O. Box 44003, Jacksonville, FL 32231-4306

The U.Plan's Designated Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Website. All other inquiries to U.Plan's Designated Agent will not be answered.

Miscellaneous

This Agreement is governed by the laws of The Commonwealth of Massachusetts, U.S.A. without reference to its conflict of laws provisions. As a condition of the use of the Website, you agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within Suffolk County, Massachusetts.

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

If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. U.Plan or the Plan Manager's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and U.Plan and the Plan Manager with respect to use of the Website. This Agreement will be deemed to be enforceable as a signed writing as against the parties, and deemed an "original" and "in writing" when printed from electronic records established and maintained in the ordinary course of business. You may not assign your rights and obligations under this Agreement, in whole or in part, without U.Plan's prior written consent, and any such assignment without such consent will be null and void. U.Plan and the Plan Manager may assign their rights and obligations under this Agreement, in whole or in part, without your consent. This Agreement will inure to the benefit and burden of the parties hereto and their permitted successors and assigns.