

ENVESTNET INSTITUTE ON CAMPUS TERMS AND CONDITIONS

Binding Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. Welcome to Envestnet Institute on Campus (“EIOC”), a website operated by Envestnet Financial Technologies, Inc. (“EFT” or “We”). By visiting and using EIOC, each visitor to EIOC (“User” or “you”) accepts these Terms and Conditions specified below. EFT reserves the right to amend these Terms and Conditions at any time by posting the amended terms to EIOC. Your continued use of EIOC constitutes your agreement to the amended terms. If you do not agree with these Terms and Conditions (as amended from time to time) or are dissatisfied with EIOC or any other terms, conditions, rules, policies, guidelines or practices of EFT, your sole and exclusive remedy is to discontinue using EIOC.

License to Use Content

We grant you a limited personal use license to access, display, download, format and print portions of EIOC content solely for your own personal non-commercial use, provided that the content is not modified and all proprietary notices are kept intact. You may not reproduce, publish, translate, merge, sell, rent, distribute or create a derivative work of the content on any other website or as part of any educational, training or reference materials. You may not frame or utilize framing techniques to enclose any content on EIOC.

Sites and Services

We do not guarantee that access to or use of EIOC or any services will be uninterrupted or error free, and EFT shall not be liable for any feature not being accessible or for any unavailability of its website and services. The website and its features may be expanded, limited or modified at any time by EFT to meet the needs of its Users, or for technical or other reasons, without advance notice or reason. We may also in our sole discretion, and at any time, discontinue providing, temporarily or permanently, any part or the entire website, without notice. To access some of the content or features of the website or its services, Users may need to enhance or update the hardware or software in their computer systems. EFT assumes no responsibility for any failure to access the website or any services, partially or fully, whether due to the User's system, the Internet network or any other cause.

Web Site Content Limitations

We make no guarantees as to the accuracy, thoroughness or quality of the information on EIOC. EFT shall not be responsible or liable for any errors, omissions or inaccuracies of the content and information submitted by third party contributor(s). Some of the content is relevant only in the U.S. and may not be relevant to or compliant with the laws, regulations or other legal requirements of other countries. It is your responsibility to determine whether, how and to what extent your intended use of the information and services will be. The website content and services may be modified at any time by us, without advance notice or reason, and EFT shall have no obligation to notify you of any corrections or changes to any website content.

Third Party Content

Any testimonials, opinions, advice, product or service offers or other information or content made available on or through EIOC by third party contributors ("Third Party Content") are solely those of their respective providers and not of EFT, which does not guarantee the accuracy, completeness, reliability or usefulness of Third Party Content. It is the responsibility of the User to evaluate Third Party Content and EFT shall not be liable for any damage or loss caused by Users reliance on or other use of Third Party Content.

Links

As a convenience to Users, the EFT website and services may provide links to other sites or resources. Because We do not review or have no control over such sites and resources, EFT shall not be responsible or liable for use of or reliance on any content, products, services or information at such sites or resources. Inclusion of any links does not imply any endorsement, affiliation, approval, association or sponsorship by EFT of the linked websites, resources, their operators or owners. When you select a link, you may be leaving our website. The information available on third parties' websites may have certain restrictions on its use or distribution which differ from these Terms and Conditions.

Materials Posted by Users

By posting or submitting any material, you will be:

- a. granting EFT a worldwide, fully paid-up, non-exclusive license to allow your materials to be edited and displayed by EFT on its website, and accessed by Users, for the purposes and on the terms in these Terms and Conditions;
- b. agreeing to indemnify and hold harmless EFT and its Users from any claim or demand made by any third party due to or arising out of your materials; and
- c. representing that you own or otherwise have the right to post the materials, that the materials are accurate, that use of the materials on the EFT website does not violate any laws and that the materials will not cause injury to any person.

EFT shall have the right to use your name in connection with your posted materials.

Prohibited Conduct

The following activities are strictly prohibited:

- a. spamming, advertising, soliciting or political campaigning;
- b. personal attacks on or abuse of any members, moderators or administrators of a forum;
- c. postings for any unlawful or fraudulent purpose (including links);
- d. posting of personal information (for yourself or anyone else);
- e. phishing;
- f. posting materials containing viruses or other malicious or destructive code;
- g. posting of offensive content including profanity, obscenity, racist or pornographic material; and
- h. posting of any materials that are defamatory or infringe any person's rights.

No Investment Advice

EIOC does not provide individual or customized legal, tax or investment advice. Please consult a qualified professional before making financial decisions.

Viruses

EFT shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of our customer's personal information. EFT does not guarantee that files available for downloading through its website will be free of infection or viruses or other code that may have contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for integrity, security and accuracy of data input and output and for maintaining a means external to the site for the reconstruction of any lost data.

Password Protected Areas

Some areas of EIOC are password protected ("Password Protected Areas") and available only to Users who are registered to have access. Registration requires Users to fully complete the account registration process. EFT reserves the right to deny or revoke registration or access to Password Protected Areas for any User. EFT takes reasonable measures to ensure the security of the Password Protected Areas but cannot guarantee the absolute security of information or communications in such Password Protected Areas. Users are responsible for maintaining the security of the password they receive from EFT and must notify us if they believe that the security of their password or account has been breached or subject to unauthorized use. EFT will not be liable for any loss or liability incurred as a result of an unauthorized person using a User's password.

Resume and Internship Hub

If you use the Resume and Internship Hub of EIOC, any resume information, including personal information, that you submit through EIOC is subject to these Terms and Conditions and to the EFT Privacy Policy. Without limiting the foregoing, however, please note that by using the Resume and Internship Hub, you are requesting and authorizing EFT to make available your resume to any employer that we believe may have an interest in your resume. You acknowledge and agree that employers may request that EFT assemble your application materials, resume, answers to screener questions, assessment responses and other information you provide to EIOC into one document, and you agree that EIOC assembles these materials on your behalf.

Privacy

EIOC may collect personal information from some Users. Because EFT respects the privacy of its Users and their personal information, it has established the EFT Privacy Policy to protect your personal information.

Communications

When you send us communications, our responses to your communications may be by e-mail. All agreements, notices and communications that We provide to you by email will satisfy all legal requirements that they be in writing and delivered to you. EFT will have the right to disclose any email

sent by a User, or any objectionable material, to comply with legal process or to protect the rights or property of EFT, its customers, suppliers and Users.

All comments, suggestions or other information sent by you to EIOC (other than postings to publicly available portions of EIOC) for internal use by EFT, its advertisers or its business partners or in response to solicitations on this application, will become EFT's property; you agree that all intellectual property rights therein are transferred to EFT.

Proprietary Rights

EIOC content is protected by copyright, trademark and other proprietary laws. Please see our Copyright Notice.

Subscription Services

Although EFT offers services in many parts of the world, certain EFT services may not be available in or suitable for certain countries or locales. We reserve the right to discontinue or to make changes to any of our services at any time without advance notice.

DISCLAIMER OF WARRANTIES

EFT DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE USE OF EIOC AND ITS SERVICES OR THE ACCURACY, COMPLETENESS, TIMELINESS OR CURRENTNESS OF ITS CONTENT, IN ANY WAY AND FOR ANY PURPOSE.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH EFT WEB SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. EFT AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN ITS WEB SITES AT ANY TIME. ADVICE RECEIVED VIA EIOC SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

EFT AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR RELATED GRAPHICS CONTAINED ON THE WEB SITES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. EFT AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EFT AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS

OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEB SITES, WITH THE DELAY OR INABILITY TO USE THE WEB SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEB SITES OR OTHERWISE ARISING OUT OF THE USE OF THE WEB SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EFT OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF EFT'S WEB SITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING EFT' WEB SITES.

CONTACT

Please contact EFT at 888.612.9300 or e-mail to info@investnet.com if you become aware of any content that you believe to be in violation of these Terms of Services, including, without limitation, claims that any content on EIOC infringes the copyright of a third party.

TERMINATION/ACCESS RESTRICTION

EFT reserves the right, in its sole discretion, to terminate your access to EIOC and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Illinois, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Cook County, Illinois, U.S.A. in all disputes arising out of or relating to the use of EIOC. Use of EIOC is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment or agency relationship exists between you and EFT as a result of this agreement or use of EIOC. EFT performance of this agreement is subject to existing laws and legal process; nothing contained in this agreement is in derogation of EFT's right to comply with governmental, court and law enforcement requests or requirements relating to your use of EIOC or information provided to or gathered by EFT with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between User and EFT with respect to EIOC and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between User and EFT with respect to EIOC. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents are drawn up in English.