
Terms of Use Agreement

User Authorization

As an authorized user of this Site, you will be required to enter a username and password each time you want to access and use the Site. You must agree to all of the terms and conditions contained in this Terms of Use Agreement ("Agreement") to access and use this Site. If you do not agree to the terms and conditions of this Agreement, you will not be permitted to access and use this Site. By using our Site you are agreeing to comply with and be bound by the following terms of use:

You agree to use the Los Angeles County Employees Retirement Association ("LACERA") Member Portal ("My LACERA") and the services through My LACERA only as provided in (a) these Terms of Use, (b) the rules, procedures, standards, requirements, and policies made applicable to the services from time to time by LACERA, (c) any instructions, terms, or conditions appearing on a screen at My LACERA when you use the services, and (d) any state and federal laws and regulations applicable to the Services.

The right to use the Site is not transferable. And any password(s) you select to enter or use the Site, or any passwords that are temporarily assigned to you by LACERA, are not transferable. LACERA will not know your new password or any subsequent passwords selected by you. You agree and understand that you are responsible for maintaining the confidentiality of your password, that together with your username allows you to access the services contained on this Site. You agree that you will not allow others to use any aspect of your Registration Information. You have the responsibility for taking steps to maintain the confidentiality and security of your account. You agree to notify LACERA immediately of any unauthorized use or your password and/or account. LACERA will not be responsible for any losses arising out of the unauthorized use of your member name, password, and/or account.

As a public pension fund, LACERA is governed by federal and state law, including, among others, the County Employees Retirement Law of 1937, the Public Employees' Pension Reform Act of 2013, and various rules and regulations, all of which are complex and subject to change. In the event of any conflict between those governing authorities and the information on this Site, the governing authorities have precedence.

The information provided on this Site is not intended to serve as tax advice, legal advice, nor legal opinion. Site users are strongly encouraged to consult with their own tax and/or legal advisor.

By using this Site, the Site user agrees to indemnify, release and hold LACERA, its Officers, Trustees, Agents, Representatives and Employees, harmless from any and all claims, demands and/or causes of action whatsoever, now and in the future arising out of or in connection with the use of this Site or the information provided therein.

Please review the following terms carefully.

LIMITED LICENSE

LACERA grants to you the non-exclusive, non-transferable limited right to access and use this Site and the information available from this Site for the purpose of viewing and administering your account and retirement benefits. You may download material displayed on the Site for non-commercial, personal use. If you do so, you agree to retain all copyright and other proprietary notices contained on the materials. You may not use, distribute, modify, transmit, or post the content of the Site for public or commercial purposes, including any text, images, audio, or video without LACERA's written permission.

PROPRIETARY RIGHTS

You acknowledge and agree that U.S. copyright law protects the Site content and that portions of the Site content may be subject to other proprietary rights and laws. All design, development, code, organization, compilation, magnetic translation, digital conversion and certain other matters related to the Site are protected under copyrights, trademark and other proprietary (including but not limited to intellectual property) rights of LACERA. In addition to the Site content, the Site software and documentation are proprietary information of LACERA or third-parties from which LACERA has licensed rights (the "Proprietary Information"). The copying, redistribution, use or publication by you of any such matters or any part of this Site, except as authorized by this Agreement, is strictly prohibited. You do not acquire ownership right to any content, document or other materials viewed through the Site. You agree not to publicly display, publish, transmit, modify, distribute, reproduce, adapt, edit, translate, reverse engineer, decompile, disassemble, or create derivative works from the Proprietary Information. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. You agree to notify LACERA if you become aware of any violation of the terms and conditions of this Agreement.

CONFIDENTIALITY AND SECURITY

You are responsible for maintaining the confidentiality of your username and password and content appearing at or derived from this Site. You are responsible for any and all activities that occur under your username account. You agree to notify LACERA immediately of any unauthorized use of your username and password or any other breach of security. Sharing your username or password with others is a violation of this Agreement and may result in LACERA's termination of this Agreement with you.

It is your responsibility to ensure that your username and passwords are used only by you. FAILURE TO

PROTECT YOUR USERNAME AND PASSWORDS MAY ALLOW AN UNAUTHORIZED PARTY TO (1) USE THE SERVICES, (2) CORRECT, CHANGE OR VERIFY YOUR MEMBER ACCOUNT WITH THE SERVICES, (3) SEND INFORMATION AND COMMUNICATIONS TO, OR RECEIVE INFORMATION AND COMMUNICATIONS FROM, LACERA AND THE AFFILIATES, OR (4) ACCESS YOUR ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA. You acknowledge that following internal security procedures regarding username and passwords is very important to limit this risk, and you agree to follow such procedures at all times.

PRIVACY POLICY

We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy. Our Privacy Policy, as it may change from time to time, is a part of this Agreement.

LINKS TO OTHER WEBSITES

The Site may contain links to other Websites. We are not responsible for the content, accuracy or opinions expressed in any such Websites, and such Websites are not investigated, monitored or checked for accuracy or completeness by LACERA. Inclusion of any linked Website on our Site does not imply approval or endorsement of the linked Website by us. If you do decide to leave our Site and access these third-party sites, you do so at your own risk.

DISCLAIMER OF WARRANTIES

LACERA, ITS OFFICERS, TRUSTEES, AND EMPLOYEES OFFER NO WARRANTIES REGARDING THE SITE AND ITS OPERATION OR FUNCTIONALITY. THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" AS A CONVENIENCE TO YOU AND LACERA, ITS OFFICERS, TRUSTEES AND EMPLOYEES DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. LACERA, ITS OFFICERS, TRUSTEES, AND EMPLOYEES DO NOT WARRANT THAT THE CONTENT AT THE SITE IS ACCURATE, COMPLETE, TIMELY, RELIABLE, OR CORRECT, THAT THE SITE WILL OPERATE ERROR-FREE OR BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT THE SITE WILL OPERATE PROPERLY WITH ALL HARDWARE AND SOFTWARE CONFIGURATIONS. LACERA, ITS OFFICERS, TRUSTEES, AND EMPLOYEES SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF DATA TRANSMISSIONS. LACERA, ITS OFFICERS, TRUSTEES, AND EMPLOYEES PROVIDE NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. LACERA, ITS OFFICERS, TRUSTEES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION CONTAINED IN THE SITE. SPECIFIC QUESTIONS CONCERNING INTERPRETATION OF PLAN DOCUMENTS AND BENEFIT RIGHTS OR AMOUNTS SHOULD BE ADDRESSED TO THE ADMINISTRATIVE OFFICE OF LACERA BEFORE MAKING ANY DECISIONS THAT WOULD TURN ON THE ACCURACY OF THIS INFORMATION.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY

IN NO EVENT WILL LACERA, ITS OFFICERS, TRUSTEES, EMPLOYEES OR ANY THIRD PARTY SERVICE PROVIDER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY OR ANY OTHER LIABILITY, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS; (iii) OR ANY OTHER MATTER RELATING TO THE SITE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD LACERA, ITS OFFICERS, TRUSTEES, EMPLOYEES RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES (INCLUDING THIRD PARTY SERVICE PROVIDERS) IN CONNECTION WITH THE SITE.

ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between you and LACERA with respect to your access and use of this Site. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. Neither LACERA nor any affiliate shall be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and is signed by an authorized representative of LACERA or such affiliate.

SEVERABILITY

If any provision of this Agreement is found to be contrary to law or unenforceable by a court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, only such provision shall be of no force or effect and shall be stricken from this Agreement; and the remainder of this Agreement shall continue in full force and effect.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict or choice of law provisions. Any dispute with LACERA, its Officers, Trustees, Employees, or Agents, arising under or in relation to this Agreement (whether in contract, tort, or both) will be filed and conducted in the federal or state courts located within Los Angeles County, California and all parties consent to such venue and the personal jurisdiction of such courts.

MODIFICATIONS TO AGREEMENT

LACERA reserves the right to update or revise the terms and conditions of this Agreement at any time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site. You are responsible for regularly reviewing these terms and conditions. Your continued use of the Site constitutes your Agreement to all such terms, conditions, and notices.

TERM

This Agreement will remain effective until terminated by LACERA.

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