

## **CALSTRS ONLINE AGREEMENT TERMS AND CONDITIONS**

### **INTRODUCTION:**

Before the California State Teachers Retirement System (hereinafter "CalSTRS," "We," or "Us") will provide services found at myCalSTRS.com (the "Web site") or by other electronic means, including, but not limited to, e-mail or other messaging service (collectively, "Electronic Access"), you must read and accept the terms of "The CALSTRS ONLINE AGREEMENT TERMS AND CONDITIONS" (hereinafter "Agreement"). If you choose not to accept these terms, you will not be granted access to use the Web site. The Web site is provided by CalSTRS as a convenience to its members and beneficiaries; however this Agreement creates no obligation on the part of CalSTRS to provide access to the Web site.

This Agreement specifically governs the Electronic Access to your CalSTRS information and contains your rights and responsibilities, and the terms and conditions under which this service is provided. Please read this Agreement carefully and retain it for your records. Once you have been granted access, you will have access to a single account structure. You understand that only one set of credentials per account structure will be issued, that those credentials should only be used by you, and that you are solely responsible for the privacy and protection of those credentials. You acknowledge receipt of this Agreement and agree to be bound by all terms and conditions contained herein, and all applicable terms and conditions contained in any other agreements with you governing your relationship with CalSTRS. You further agree that any actions taken by others using your credentials are considered to be actions taken by you.

The terms and conditions of this Agreement are in addition to the terms and conditions of any and all other agreements, including all such disclosures made pursuant to such agreements you have with CalSTRS. To the extent that this Agreement and another agreement contain conflicting provisions relating to Electronic Access, the provisions in this Agreement will control, but all other contractual obligations of the parties remain subject to the terms and conditions of any other agreement.

### **1. ELECTRONIC COMMUNICATION DISCLOSURES**

#### **1.1 SERVICES COVERED.**

This Agreement governs Electronic Access to the Web site and to any additional online or other electronic service(s), including, but not limited to, online statements, notifications, email or other information CalSTRS currently makes or in the future may make available via Electronic Access and which you currently or in the future may access or otherwise use.

#### **1.2 ELECTRONIC SIGNATURE.**

By selecting "I Agree" at the end of this document you are signing this Agreement electronically and you agree that doing so is the legal equivalent of you manually signing this Agreement and that you will be legally bound by its terms and conditions. You further agree that your use of a key pad, mouse or other device to select the "I Agree" button constitutes your signature, acceptance, and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your Electronic Signature and that the lack of such certification or third-party verification will not in any way

affect the enforceability of your Electronic Signature or any resulting contract between you and CalSTRS. You also represent that you are authorized to enter into this Agreement and that you will be bound by the terms of this Agreement.

### **1.3 CONSENT TO ELECTRONIC DELIVERY.**

You specifically agree to receive and/or obtain any and all "Member Communications" via Electronic Access. The term "Member Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, data, records, and any other communications regarding your accounts or relationship with CalSTRS that CalSTRS elects to provide via Electronic Access.

You acknowledge that, for your records, you are able to use Electronic Access to retain a record by printing and/or downloading and saving the following: (i) this Agreement; (ii) all Member Communications; and (iii) any other agreements, documents, or records that you sign using your Electronic Signature. You accept as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, Member Communications via Electronic Access and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

### **1.4 CONTACT INFORMATION, NOTIFICATION AND UPDATES**

Your current valid mailing addresses and e-mail address is required in order for you to access the Web site. CalSTRS may notify you through e-mail when a communication pertaining to you is available. It is your responsibility, however, to use the Web site regularly to check for updates and to keep CalSTRS informed of any changes in your mailing address and your e-mail address to ensure that you continue to receive communications.

*Note: If we are not able to send you an e-mail notification, you will still be able to access information through the Web site. Regardless of whether CalSTRS is able to deliver an e-mail notification to you, you agree that the information will be deemed transmitted and received as soon as CalSTRS makes the information available to you through the Web site.*

## **2. YOUR ACCESS AND CREDENTIALS**

### **2.1 ISSUANCE OF CREDENTIALS**

As part of the process to create your credentials, you are required to select a username, password, and site key as well as selecting and answering a number of challenge questions. You are responsible for the proper safekeeping of your information.

### **2.2 CONFIDENTIALITY OF YOUR PASSWORD:**

The password you select must comply with CalSTRS security standards. Your password is confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer. You are responsible for the proper safekeeping of your password. You agree not to disclose or otherwise make your password available to anyone.

Anyone authorized to use your password, shall continue to have authority until you specifically revoke such authority by changing the password.

If you fail to maintain security of your password, we reserve the right to terminate the Web sites to you under this Agreement. Users of the Web site should utilize such other security precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to information. The Web site provides the capability for you to change your password.

### **2.3 YOUR RESPONSIBILITY AND LIABILITY FOR UNAUTHORIZED ACCESS:**

You are responsible for all activity using the Web site. If you permit other persons to use the Web site with your credentials, you are responsible for any activity they authorize from your access. Notify CalSTRS immediately if you believe that your password has been lost or stolen or that someone has used it or may use it to access the Web site without your permission.

## **3. WEBSITE GENERAL TERMS AND CONDITIONS; DISCLAIMER**

### **3.1 SYSTEM UNAVAILABILITY:**

Access to the Web site may be unavailable at times for the following reasons: (1) Scheduled Maintenance - there will be necessary periods when systems require maintenance or upgrades; (2) Unscheduled Maintenance - the Web site may be unavailable when unforeseen maintenance is necessary; (3) System Outages - major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; (4) Internet Service Provider - failure by or unavailability of an Internet Service Provider. We will make all reasonable efforts to ensure the availability of the Web site; however, we are in no way liable for system unavailability or any consequential damages that may result.

### **3.2 CHANGES IN TERMS AND CONDITIONS; TIME PERIOD**

We may change or amend any part of this Agreement at any time. We may require you to accept the Agreement, with or without changes, annually.

### **3.3 OTHER LIMITATIONS OF LIABILITY:**

You are solely responsible for the selection, installation, maintenance and operation of your personal computer, internet access and software. We expressly disclaims any and all liability as it relates to the improper use of your personal computer, internet access and the transmission of data except as provided by statute. We are not responsible for any errors or failures due to any malfunction of your personal computer, internet service or the software, or unsuitability of your personal computer or software, or any virus, or any problems that may be associated with the use of an the web.

### **3.4 TERMINATION OF ACCESS:**

You may terminate your access to the Web site at any time by providing written notice to us and/or simply discontinuing the use of the service. We, at our sole discretion, may terminate your access to the Web site at any time.

### **3.5 LICENSE PERMISSION AND USE RESTRICTIONS.**

The Web site is intended for use by members of CalSTRS ("you") as an information resource for CalSTRS ("we"). You are granted a nonexclusive, revocable license to copy or print one unaltered permanent copy of site materials for your personal use - noncommercial use only. No permission is given to print (other than the nonexclusive, revocable license for one copy of site materials for personal use), copy, reproduce, distribute, publicly display, perform, publish, transmit, upload, download, store, license, create derivative works from, alter, or modify materials, transfer, or sell anything obtained from the Web site. You agree that you will not use (or allow others to use) the Web site or any information contained on it for any wrongful, unauthorized, or unlawful purposes. You also agree to indemnify and hold us and our affiliates harmless from and against any loss, damage, or expense incurred because of any such use.

### **3.6 DISCLAIMER OF WARRANTIES:**

Information available on the Web site is produced by us or is acquired from third-party sources believed by us to be accurate and reliable. The information and materials contained as part of this Web site are provided on an "as is" and "as available" basis, without any warranties whatsoever about the nature or content (either when posted or as a result of the passage of time) of any material at this Web site, and without any representations or guarantees. All express and implied warranties are expressly excluded and disclaimed, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. CalSTRS does not warrant the accuracy, adequacy, or completeness of this information and materials, and it expressly disclaims liability for errors or omissions in this information and materials. In addition, CalSTRS makes no representations, warranties or guarantees that this Web site will be secure, accessible continuously, and without interruption or error free. To the extent that you might otherwise believe that any warranties, guarantees, or representations have been made to you, you hereby agree that such statements, whether made orally or in writing, are to be construed as merely non-binding expressions of policy rather than affirmative representations, obligations, guarantees, or warranties. In the event of any conflict between this section and other terms and provisions of this agreement, this section shall be construed to take precedence.

### **3.7 LIMITATION OF LIABILITY:**

In order to provide you with this service, CalSTRS is unable to accept liability for any conduct, acts, or omissions at this Web site or any losses you may incur. In no event shall CalSTRS be liable for any damages (including without limitation any direct, indirect, special, incidental, or consequential damages), losses or expenses that arise in connection with the Web site, the use of the Web site, or the inability of anyone to use the Web site, or for any claims by any third parties. CalSTRS shall also not be liable for any damages, losses, or expenses that arise in

connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, or computer or system failure. CalSTRS shall not be liable for such damages, losses, or expenses even though it or its representatives are advised of the possibility of such damages, losses or expenses.

### **3.8 VIOLATIONS/INDEMNIFICATION:**

Your access privileges are conditioned on your adherence to the terms discussed here. You agree that CalSTRS may, in its sole discretion, deny you access to the Web site. You further agree, at your own expense, to defend and indemnify CalSTRS and hold CalSTRS harmless against all claims arising in any manner whatsoever which may be asserted against CalSTRS, and all losses arising on any manner whatsoever and incurred as a result of any violations of this agreement by you. CalSTRS reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and such assumption will not relieve you of your indemnity obligations. If asked to do so, you agree that you will not attempt to access this Web site.

### **3.9 HYPERLINKS:**

CalSTRS provides hyperlinks to external sites as a convenience to you and has no control over the content posted at these Web sites, nor does CalSTRS make any representation as to the content of these Web sites. Hyperlinks to other internet resources are to be used by you at your own risk. The content, accuracy, opinions expressed and other links provided by these resources may not be investigated, verified, or monitored by CalSTRS, and such links are not endorsed by CalSTRS unless otherwise specifically stated. If you believe that CalSTRS has provided a hyperlink to a site that contains infringing or illegal content or which makes available cracker tools or other circumvention devices, we ask you to notify CalSTRS so that we may evaluate whether (in CalSTRS sole discretion) to disable it.

### **3.10 SERVICES:**

The services that are offered are offered as a convenience through the Web site, and can be amended in whole or in part or terminated at any time. Users of the Web site shall have no right to expect the continuation of any part of the Web site or any services that are offered through the Web site.

### **3.11 REQUIRED INFORMATION:**

All information submitted to you via this Web site may be used by us in any manner that complies with applicable laws and regulations, and the policies of CalSTRS. In compliance with CA Civil Code Section 1798.17, you are notified that to complete your CalSTRS business using the Web site, coordination with other parties, such as the State Controller's Office, the Internal Revenue Service, or your employer or health plan may be necessary, and that CalSTRS is authorized to collect and use the information requested within this Web site by the California Education Code (specific references below). Your information collected will only be used to conduct CalSTRS-related business, pursuant to Education Code sections 22123, 22450, 22451, 22453, 22515, 22826, 23300, 24604, 26703, 26704, and other applicable laws and regulations.

Failure to provide any requested and mandatory information will affect your ability to access and update your CalSTRS information or access specific CalSTRS web based service offerings. You have the right to review the file maintained on you by CalSTRS upon proper identification. You may contact the Information Practices Coordinator at CalSTRS by calling 800-228-5453 or write to CalSTRS, P.O. Box 15275, MS 85, Sacramento, CA 95851-0275.

### **3.12 LIMITED LICENSE:**

Original material which CalSTRS posts on this Web site is protected by intellectual property laws. You are hereby granted a non-exclusive license to use this Web site. You are also granted a limited license to print a copy of content posted at this Web site, but only for your personal use. Except as expressly provided herein all rights are reserved. Among other things, except to the extent required for the limited purpose of reviewing material on the Web site, electronic reproduction, adaptation, distribution, performance, or display is prohibited. Commercial use of any of the content of this Web site is strictly prohibited. You may not display this Web site in frames (or any of the content via links) without CalSTRS express written permission.

### **3.13 COPYRIGHT:**

CalSTRS owns the copyright to the pages and the screens displaying the pages that appear on the Web site.

### **3.14 TRADEMARKS AND SERVICEMARKS:**

CalSTRS owns any trademark and service mark rights in marks contained in the Web site pages.

### **3.15 UNSOLICITED E-MAIL, SPAMMING AND SPOOFING:**

You may not use this Web site to transmit unsolicited e-mail. You may not send unsolicited e-mail to this Web site or to anyone whose email address includes the domain name used on this Web site. You may not use CalSTRS domain name as a pseudonymous return e-mail address for any communications which you transmit from another location or through another service. You may not pretend to be someone else or spoof another's identity when using this Web site.

### **3.16 NO WAIVER:**

No waiver of any of the foregoing terms and conditions shall be effective unless it is in writing and signed by an authorized officer of CalSTRS, and no waiver shall be deemed to imply or constitute a continuing waiver or a waiver of any other term or condition.

### **3.17 JURISDICTION AND GOVERNING LAW:**

You will be deemed to have agreed to the exclusive jurisdiction of the State and Federal courts of the State of California, USA, for resolution of any dispute you have relating to the services offered herein, or to this agreement. The laws of the State of California (excluding its conflict of laws rules) will be applied to any dispute, regardless of where it is heard, and these terms and conditions are governed by the laws of the State of California (excluding its conflict of laws rules).

### **3.18 CONSTRUCTION:**

If any portion of this agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion shall be construed as narrowly as possible in order to give effect to as much of the agreement as possible. The headings used in this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any construction or limitation upon any of the provisions of the Agreement.

**It is recommended that you print this document for future reference.**