

## Important Legal Information

The CollegeCounts 529 Fund is a qualified tuition program under Section 529 of the Internal Revenue Code that is sponsored by the State of Alabama and administered by the Board of Trustees of the ACES Trust Fund (the "Trust" and plan issuer). Union Bank & Trust Company serves as Program Manager. Accounts and investments under the CollegeCounts 529 Fund are not insured or guaranteed by the FDIC, the State of Alabama, the State Treasurer of Alabama, the Board, the Trust, the Program, Union Bank & Trust Company, or any other entity.

**Before investing, you should consider the investment objectives, risks, fees, expenses, and tax consequences associated with the Program. All of this information is contained in the Program Disclosure Statement. Please read it carefully before investing.**

**If you or your beneficiary is not an Alabama resident, consider whether your home state or the home state of your designated beneficiary offers a qualified tuition program that provides a state tax deduction or other benefits to residents who invest in that program.**

**Union Bank & Trust Company and the State of Alabama Treasurer's office do not render tax or legal advice.** The Program is intended to be used only to save for Qualified Higher Education Expenses. The Program is not intended to be used, nor should it be used, by a taxpayer for the purpose of evading federal or state taxes or tax penalties. Taxpayers may wish to seek tax advice from an independent tax advisor based on their own particular circumstances.

## Responsibilities of User

Union Bank maintains this site for the convenience of its users. You will be solely responsible for the confidentiality and use of any user IDs, logins, passwords and other security data, methods and devices. You are solely responsible for all transaction requests electronically transmitted using your user ID and password and other security data. You accept full responsibility for the monitoring of your Account. You agree that the CollegeCounts 529 Fund and its officers, agents, employees, contractors, affiliates and their successors, Union Bank, the State Treasurer of Alabama, the Board, the Trust, and the State of Alabama shall not be under a duty to inquire as to the authority or propriety of any instructions given to them by you or via your user ID or password, and shall be entitled to act upon any such instructions, and will not be liable for any loss, cost, expense or other liability arising out of any such instructions.

You accept full responsibility for all transaction requests placed through your user ID and password. You agree that you are solely responsible for monitoring of your Account and agree to immediately notify Union Bank of any unauthorized or suspicious conduct concerning your Account, user ID or password, or if any user ID or password is lost or stolen.

You agree to immediately notify us with respect to your Account of any type of discrepancy or suspicious or unexplained occurrence relating to your Account, of the loss or theft of your user ID or password or the unauthorized use of your user ID or password. Neither the Plan nor any of its officers, agents, employees, contractors, affiliates and their successors, Union Bank, the State Treasurer of Alabama, the Board, the Trust, or the State of Alabama, will have any responsibility or liability to you or to any other person whose claim may arise through you for any claims with respect to the handling, mishandling, or loss of any transaction.

Union Bank may modify content on this website or modify the availability of any transactions at any time. We reserve the right to discontinue electronic access to your Account at any time. Any modification or termination of this Agreement will be posted by Union Bank on the Plan website.