

## General Disclosures

Updated March 1, 2022

Individualized Glide Path Solution or iGPS® is a registered trademark of Nexus338, LLC. iGPS® represents a retirement in-plan solution that can be both an opt-in or opt-out (default QDIA) investment election. Other third-party marks displayed are trademarks of their respective owners. Please refer to this website for a more robust description of iGPS®.

### RIA Disclosure

Fiduciary investment management service for retirement plan is offered for and by Nexus338, LLC. Nexus338 is a registered investment advisor with the Securities and Exchange Commission ("SEC"). SEC registration should not be viewed as an achievement of a certain level of education or training. The most recent Form ADV Part 2 can be found [here](#). Learn more about Nexus338 by visiting [www.Nexus338.com](http://www.Nexus338.com).

The iGPS® website ("Website") is created and maintained by and the property of Nexus338. All information provided is for informational and educational purposes. Nothing on this Site should be construed as a solicitation or offer, or recommendation, to buy or sell any security or delivering investment or fiduciary advice. Fiduciary investment advice and services are provided to plan sponsors on the plan-level and their participants on an individual basis pursuant to a written Agreement with a plan sponsor or its appointed fiduciary.

The value of plan and individual participant account investment fluctuates, and each managed portfolio may gain or lose value. Investing involves risk and expected return or investment outcome/objective are not guaranteed.

### Terms of Use

**Please read through these terms of use carefully.**

By using this Website you are deemed to have entered into an agreement (this "Agreement") with Nexus338, LLC, a company organized under the laws of the Commonwealth of Virginia, to be bound by the terms set forth below. Nexus338 reserves the right, at its sole discretion, to revise, modify, add or delete portions of these terms at any time. Notification of changes in this Agreement will be posted on the Website.

TRANSMISSION OF THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO CREATE AND RECEIPT DOES NOT CONSTITUTE A CLIENT RELATIONSHIP WITH NEXUS338. ANY OPINIONS EXPRESSED ON THIS SITE ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEXUS338 IS NOT UNDER ANY OBLIGATION TO UPDATE OR KEEP CURRENT THE INFORMATION CONTAINED HEREIN. NEXUS338 ACCEPTS NO LIABILITY WHATSOEVER FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE USE OF ALL OR ANY PART OF THIS MATERIAL.

### **Not Financial Advice**

The material on this Website does not regard the specific investment objectives, financial situation, or particular needs of any visitor. It is published solely for informational purposes and is not to be construed as a solicitation, nor does it constitute advice, investment or otherwise. References made to third parties are based on information obtained from sources believed to be reliable but are not guaranteed as being accurate. Visitors should not regard it as a substitute for the exercise of their own judgment. Our comments are an expression of opinion. While we believe our statements to be true, they always depend on the reliability of our own credible sources. We recommend that you consult with a licensed, qualified investment advisor before making any investment decisions.

### **Use of Proprietary Information**

The Website is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. The contents of the Website are only for your personal, non-commercial use. All materials contained on the Website are protected by copyright and are owned or controlled by Nexus338 or the party credited as the provider of the content. You will abide by any and all additional copyright notices, information, or restrictions contained in any content on the Website. You may download and make copies of the content and other downloadable items displayed on this Website, provided that you maintain all copyright and other notices contained in such content.

NO WARRANTY OR GUARANTEE IMPLIED.

THE INFORMATION AVAILABLE IN THIS WEBSITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEXUS338 MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEBSITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE

SOFTWARE USED ON OR ACCESSED THROUGH THIS WEBSITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THIS WEBSITE OR ANY LINKED SITE. FURTHER, NEXUS338 DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEXUS338 DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEXUS338 DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE INFORMATION IN THIS WEBSITE.

### **Limitation of Liability**

IN NO EVENT WILL NEXUS338, ITS SHAREHOLDERS, OFFICERS, EMPLOYEES OR THEIR AFFILIATES BE LIABLE FOR INDIRECT, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PAIN AND SUFFERING, EMOTIONAL DISTRESS THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS IN THIS WEBSITE, OR OTHER PECUNIARY LOSS) ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF (OR FAILURE TO USE) OR RELIANCE ON THE INFORMATION CONTAINED WITHIN, OR AS A RESULT OF THE RISKS INHERENT IN THE STOCK MARKET, EVEN IF NEXUS338 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification**

You agree to defend and indemnify Nexus338 and its shareholders, officers, employees and affiliates against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. You shall cooperate as fully as reasonably required in the defense of any claim. Nexus338 reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter

without the written consent of Nexus338. This obligation will survive the termination of this Agreement.

### **Important Consumer Information**

1. An investment adviser or investment adviser representative may only transact business in a particular state after licensure or satisfying qualifications and requirements of that state, or only if they are excluded or exempted from the state's investment adviser or investment adviser representative requirements, as the case may be.
2. Follow-up, individualized responses to consumers in a particular state by an investment adviser or investment adviser representative that involve either the effecting or attempting to effect transactions in securities or the rendering of personalized investment advice for compensation shall not be made without first complying with the state's investment adviser or investment adviser representative requirements or pursuant to an applicable state exemption or exclusion.
3. For information concerning the licensure status or disciplinary history of an investment adviser or investment adviser representative, a consumer should contact his or her state securities law administrator.

### **Confidentiality**

You acknowledge that transmissions to and from this Website are not confidential and your communications may be read or intercepted by others. Persons contacting Nexus338 through this Website should not send sensitive, privileged, or confidential information. You acknowledge that, by submitting communications to Nexus338, no confidential, fiduciary, contractual or other relationship is created between you and Nexus338 other than pursuant to this Agreement.

### **Privacy Statement**

Contact information obtained from this Website is used only within Nexus338 and is not for public knowledge. This site keeps user email addresses private. They are never disclosed or sold to outside sources. We highly recommend the use of a 128-bit key browser for optimum privacy and security. Please contact Nexus338 for a complete copy of our Privacy Notice.

### **Collecting and Using Information**

## Personal Information We Collect Online

Personal Information means personally identifiable information such as information you provide via forms, surveys, applications or other online fields including name, postal and email addresses, telephone, fax and mobile numbers, and account numbers.

## How We Use Personal Information

We may use Personal Information:

- to respond to your inquiries and fulfill your requests;
- to inform you about important information regarding the Website or services for which you may be interested in or in which you are already receiving, including changes to terms, conditions, and policies and/or other administrative information;
- to deliver marketing or general communications that we believe may be of interest to you, including ads or offers tailored to you or information and communication you have specifically requested;
- to personalize your experience on the Website;
- to verify your identity and/or location;
- collected through our social media pages and other online interactions with you to assist in verifying your identity and account status. We may combine this online information with information collected from offline sources or information we already have;
- for business purposes, including data analysis, audits, developing and improving products and services, enhancing the Website, identifying usage trends and determining the effectiveness of promotional campaigns;
- for risk control, for fraud detection and prevention, to comply with laws and regulations, and to comply with other legal process and law enforcement requirements;
- to allow you to utilize features within our Sites by granting us access to information from your device such as contact lists or geo-location when you request certain services.

## Entire Agreement

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties

have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of laws. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be an appropriate state or federal court located in the Commonwealth of Virginia. Any cause of action you may have with respect to your use of this Website must be commenced within one (1) year after the claim or cause of action arises.

### **No Partnership**

Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

### **Waiver**

The failure by Nexus338 to enforce any provision of this Agreement shall not constitute a waiver of any provision or right.

### **Severability**

If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

### **Contact**

If you have any questions about these Terms of Use, you can contact Nexus338, LLC. at 6409 81st Street, Cabin John, MD 20818, Telephone: 571-348-0700, or [info@Nexus338.com](mailto:info@Nexus338.com).