SERS Online Account Terms and Conditions of Use

This agreement explains the terms and conditions of your access and use of the School Employees Retirement System (SERS) Member Portal (Site). By clicking "I Agree" you acknowledge that you are the SERS member of the account you are accessing, and expressly agree to be bound by these terms and conditions each time you access this Site. SERS reserves the right to update these terms and conditions at any time. Your continued use of this Site constitutes your agreement to all such terms and conditions.

- 1. ACCOUNT ACCESS AND AUTHORIZED USE. Access to this Site is available for the purposes of accessing and updating your SERS account information, generating benefit estimates, and viewing documents in your SERS account. Access to this Site is completely at the discretion of SERS, and your access may be suspended or terminated at any time and for any reason. You agree and acknowledge that SERS may keep a log of the activities that occur while logged in to your account. Sharing your username and password with others is a violation of this agreement and may result in SERS' denial of your access to this Site. You agree to notify SERS immediately of any unauthorized use of your username and password. Unauthorized use of this Site is subject to civil penalties and/or criminal prosecution.
- **2. COPYRIGHT AND TAMPERING.** The content on this Site and the software are protected by copyright, trademark, and other intellectual property laws. You may download material on this Site for personal or non-commercial personal information use only. You may not modify, copy, distribute, transmit, display, publish, sell, license, create derivative works or otherwise use any information available on or through this Site for commercial or public purposes. You agree not to modify, move, add to, delete or otherwise tamper with the information contained in this Site. You also agree not to decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the software, copyrighted or trademarked material, trade secrets, or other proprietary information contained in this Site. For permission to use copyrighted material, please contact SERS at 1-800-878-5853.
- **3. CONFIDENTIALITY AND SECURITY.** SERS will use reasonable efforts to protect your information on this Site. You are responsible for maintaining the confidentiality of your username and password, and for any and all activities that occur while logged in to your account. Unauthorized use of this Site is strictly

prohibited. Individuals who have not been provided with a valid username and password for this Site should discontinue all attempts to use this Site. You agree not to upload any information that is intended to interfere with operation of this Site or damage the SERS network or computers.

- **4. NO WARRANTIES.** Information and documents provided on this Site are provided "as is" without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement. SERS uses reasonable efforts to include accurate and up-to-date information on this Site; it does not, however, make any warranties or representations as to its accuracy or completeness. SERS accepts no responsibility for problems that may occur because of interruption, inability to access this Site, your error, or your computer equipment. SERS may periodically update the information and documents on this Site without notice. SERS assumes no liability or responsibility for any errors or omissions in the content of this Site.
- **5. LIMITATION OF LIABILITY.** Under no circumstances shall SERS be liable for any damages suffered by you, including any incidental, special or consequential damages that result from access to, use of, or inability to use this Site or due to any breach of security associated with the transmission of information through the internet, even if SERS was advised of the possibility of such damages.
- 6. **SMS AND PHONE CALLS.** School Employees Retirement System of Ohio uses a third-party, Twilio, for SMS and phone call delivery of One-Time Passcodes (OTP). OTP helps authenticate Account Login users. By continuing with the registration process, I CONSENT to receive OTP messages sent by our third-party messaging provider, Twilio, for authentication in the form of SMS, phone call, or email. Message frequency varies. I also agree to <u>SERS' Privacy Policy</u>. Message and data rates may apply. I understand that I can reply HELP for help or STOP to cancel. By canceling, I will no longer be able to access Account Login.
- **7. GOVERNING LAW.** These terms and conditions shall be governed and construed in accordance with the laws of the State of Ohio.

*	☐ By marking this checkbox and clicking "I Accept", I acknowledge and
	affirm I agree with the terms and conditions provided above.

I Accept