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Investors should consider an investment's investment objective, risks, charges, and expenses carefully before investing.

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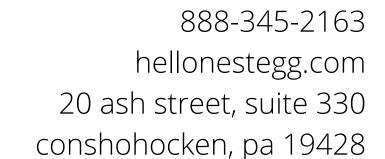
Please read our customer Privacy Policy for further information on confidentiality of information.

Choice of Law:

All Website activity or use and these Terms and Conditions are governed by the laws of the United States of America and the applicable laws of the State of Delaware, without regard to conflict of law principles. You agree that the federal court of the District of Delaware, if it has subject matter jurisdiction, will have exclusive jurisdiction to hear and determine any claims or disputes between you and Nest Egg, pertaining directly or indirectly to these Terms and Conditions, or to any matter arising from these Terms and Conditions, or any other document executed and delivered in connection with these Terms and Conditions, the use of the Website or the online services offered by Nest Egg. If the federal court lacks subject matter jurisdiction, any state court located in New Castle County, Delaware, will have exclusive jurisdiction to hear and determine such claims or disputes. To the fullest extent permitted by applicable state and federal law, you and Nest Egg each agree to waive the constitutional right to a trial before a jury. All disputes and controversies and claims arising out of the use of the Website will be resolved either through arbitration or in the courts. Website

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Portfolio Disclosures:

The 95% Probability Range was calculated using a long-term average for the S&P 500, average change in the Ten Year US Treasury Rate, and correlation and volatility data from 2008 to present. Nest Egg uses actual historical data to calculate the statistical probabilities shown. For securities calculated using Average Annual Return, the Average Return will be calculated using actual price history from June 2004present or inception. We calculate the annualized return number as (final price / initial price) ^ (1/ number of years) - 1. Nest Egg does not provide investment analysis on investments with less than 6 months of historical performance. In instances where an investment's inception is more recent than January 1, 2008 and greater than 6 months Nest Egg will use correlation statistics from the investments actual trading history to extrapolate missing volatility data. In most cases the extrapolation calculation increases the risk presented in the investment analysis as a means of protecting the investor. Investments with an inception more recent than January 1, 2008 are highlighted with an information icon. The Six Month 95% Probability Range is calculated from the standard deviation of the portfolio (via covariance matrix), and represents a hypothetical statistical probability, but there is no guarantee any investments would perform within the range. There is a 5% probability of greater losses. The underlying data is updated as of the previous day's market close price, and the results may vary with each use and over time. The investments considered were determined by the financial representative. IMPORTANT: The projections or other information generated by Nest Egg regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results and are not guarantees of future results. These figures may exclude commissions, sales charges or advisory fees which, if included, would have had a negative effect on the annual returns. In instances where a security is unrecognized by the Nest Egg system or a security does not yet contain more than six (6) months of historical return data, Nest Egg may assign a benchmark/proxy to more accurately display risk and return analytics. In these instances Nest Egg will use the historical data associated with the benchmark/proxy indicated.

Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the dispute between Nest Egg and you individually. To the full extent permitted by law, 1) no proceeding shall be joined with any other 2) there is no right or authority for any dispute to be resolved on a class action-basis or to use class action procedures and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. You agree that you may bring claims against Nest Egg only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.



Waiver and Severability:

Any waiver of any provision contained in these Terms and Conditions shall not be deemed to be a waiver of any other right, term or provision of these Terms and Conditions. If any provision in these Terms and Conditions shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

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- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Website.
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