

Important Legal Information

The NEST Direct College Savings Plan (the “Plan”) is sponsored by the State of Nebraska, administered by the Nebraska State Treasurer, and the Nebraska Investment Council provides investment oversight. Union Bank and Trust Company serves as Program Manager for the Plan. The Plan offers a series of Investment Options within the Nebraska Educational Savings Plan Trust (the “Trust”), which offers other Investment Options not affiliated with the Plan. The Plan is intended to operate as a qualified tuition program.

Before investing, you should consider whether your or the beneficiary’s home state offers a 529 plan that provides state tax or other state benefits that are only available for investments in the home state’s 529 plan. You should consult with a tax advisor about state and local taxes.

Union Bank and Trust Company and the Nebraska State 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 and Trust Company 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 Plan, the Trust, the State of Nebraska, the Nebraska State Treasurer, the Nebraska Investment Council, and Union Bank and Trust Company or its authorized agents or affiliates 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, 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 instruction.

You accept full responsibility for all transaction requests placed through your user ID and password. You agree that you are solely responsible for monitoring your account and agree to immediately notify Union Bank and Trust Company 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 of the unauthorized use of your user ID or password. Neither the Plan, Union Bank and Trust Company, nor any of its officers, agents, employees, contractors, affiliates and their successors, the Nebraska State Treasurer, the Trust, and the State of Nebraska, 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 and Trust Company 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 and Trust Company on the Plan website.

