

ONLINE SERVICES AGREEMENT

The website for Nationwide Mutual Insurance Company, its subsidiaries and affiliates, including, without limitation, Jefferson National Life Insurance Company, Jefferson National Life Insurance Company of New York, and Jefferson National Securities Corporation,—
www.nationwideadvisory.com – is hereinafter referred to as the "Site." Nationwide Mutual Insurance Company, its subsidiaries and affiliates are hereinafter sometimes referred to as "Nationwide", "We", "Us", "Our" or "Site Owners". Use of the Site is subject to the terms and conditions contained in this Online Services Agreement (the "Agreement"). In continuing to access or use the Site, you agree to be bound by those terms and conditions within the Agreement applicable to your use.

When you click "Agree" above, you will be consenting to the terms of this Agreement including, if applicable, the delivery of certain documents electronically (the "Records and Disclosures"). To access, retain and print this Agreement and the Records and Disclosures, you should use the latest version of a web browser for your system with JavaScript enabled.

By clicking "Agree" you will also be providing your electronic signature that will affirm:
You understand and intend that the Agreement is a legally binding agreement and the equivalent of a signed, written contract;
You will use the Site in a manner consistent with applicable laws and regulations and in accordance with the terms of the Agreement; and
You understand, accept and have received the Agreement, and acknowledge and demonstrate that you can access the Agreement and other Records and Disclosures on the Site.

You should be aware that use of the Site is subject to accepting the terms and conditions of this Agreement.

Scope of the Agreement

The Agreement applies to the Site including its electronic content, services and tools.

Revisions

Nationwide may revise the Agreement at any time, and you agree to be bound by future revisions.

Passwords and Site Use

For your protection and the protection of Our other customers, advisors and Site users, we ask you not to share your personal information (including passwords and usernames) with any other person for the purpose of facilitating their access and unauthorized use of the Site. You represent that you are the person registered as the owner of this online account and you acknowledge that you are the only person permitted to use your unique username and password to access your online account. You represent that you have authority to give instructions and authorize transactions with respect to your Nationwide products, including general authority over changes to your personal information, movement of funds, contract changes, purchase of products or services, changes to your current or past product or service, or any other online transaction facilitated or permitted by the use of a Nationwide Website. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or users identified with your Nationwide products to perform the above listed transactions. You understand that by consenting to this Agreement, Nationwide has full authorization from you to rely and act upon any instructions received from you without further inquiry.

You alone are responsible for all transactions initiated, statements made, or acts or omissions that

occur within your Site account. If you believe that someone has accessed your Site account without your authorization, please call Nationwide immediately at (866) 667-0561.

Nationwide License to You

Nationwide grants you a single, non-exclusive, non-transferable and limited personal license to access the Site. This license is conditioned on your continued compliance with the terms and conditions in this Agreement.

Notices, Communications and Electronic Signatures

You agree to accept all communications from Nationwide regarding use of the Site at the addresses you provide to Us. Nationwide is entitled to rely on the email address and U.S. mail address that you last provided to Us. You agree to waive all claims resulting from failure to receive communications because of changes in your email or U.S. mail address which are not communicated to Nationwide.

You agree to be bound by any affirmation, assent or agreement you transmit through the Site. You agree that, when in the future you click on an "I agree", "I consent" or other similarly worded "button" or entry field with your mouse, keystroke or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

Use of the Site

The following apply to your use of the Site:

- You will not use the Site for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.
- You will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights. You will not upload, post, email or otherwise transmit any material that contains viruses or any other computer code files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment.

Market Information

We may make available to you a broad range of financial information that we obtain from third parties. This may include financial market data, quotes, news, analysis, product pricing and expenses and research reports. Collectively, we refer to this as "Market Information." Nationwide does not endorse or approve Market Information, and we make it available to you only as a service and convenience. Nationwide does not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of Market Information, or (2) warrant any results from your use or reliance of Market Information. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Nationwide is not obligated to update any information or opinions contained in any Market Information, and We may discontinue offering Market Information at any time without notice. You agree that Nationwide will not be liable to you in any way for the termination, interruption, delay or inaccuracy of any Market Information.

No Investment Advice or Recommendations

The Site is for information, education and entertainment purposes only. You should not construe any Market Information, features, tools or other content available on the Site as legal, tax, investment, financial or other advice. Nothing contained in any content on the Site constitutes a solicitation, recommendation, endorsement or offer by Nationwide to buy or sell securities or other financial instruments.

Hyperlinks

Nationwide may make available links from the Site to other, third party sites or electronic services providers that are not affiliated with Nationwide. Nationwide does not control these other sites or services, and Nationwide makes no representations or endorsements whatsoever concerning those sites or services. The fact that Nationwide has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners or its providers. There are risks in using any information, software, service or product found on the Internet, and Nationwide cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold Nationwide liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

Disclaimers of Warranties

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FURTHER, NATIONWIDE MAKES NO WARRANTIES REGARDING THE SITE. NATIONWIDE AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED FROM THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO INFORMATION OBTAINED BY YOU THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Limitation of Liability and Indemnification

YOU AGREE TO INDEMNIFY AND HOLD NATIONWIDE AND ITS AFFILIATES, AGENTS, EMPLOYEES AND LICENSORS HARMLESS FROM ANY CLAIM, DEMAND, LOSS, COSTS OR EXPENSE, INCLUDING ATTORNEYS' FEES, MADE BY ANY PERSON ARISING OUT OF YOUR VIOLATION OF THIS AGREEMENT, STATE OR FEDERAL SECURITIES LAWS OR REGULATIONS, OR ANY OTHER PERSON'S RIGHTS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY

COPYRIGHT OR VIOLATION OF ANY PROPRIETARY OR PRIVACY RIGHT.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL NATIONWIDE OR ITS AFFILIATES, AGENTS, EMPLOYEES, OR LICENSORS BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, EVEN IF ANY SUCH PARTY HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT WILL NATIONWIDE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TORT, CONTRACT OR ANY OTHER LIABILITY ARISING IN CONNECTION WITH THE USE OF THE SITE, OR RELIANCE ON ANY INFORMATION PROVIDED BY NATIONWIDE. NATIONWIDE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF NATIONWIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATIONS; (iii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SITE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SITE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY, EVEN IF THE THIRD PARTY HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SITE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD NATIONWIDE RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SITE.

Because some states prohibit the limitation of liability for consequential or incidental damages, in such states the limitation of liability only with respect to consequential or incidental damages may not apply to you, and the respective liability of Nationwide and its employees, distributors and agents is limited to the greatest extent allowable under applicable law in those states. In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail, then you expressly agree that under no circumstances will the total, aggregate liability of Nationwide and its employees, distributors, agents or affiliates, to you or any party claiming by or through you for any cause whatsoever exceed \$100 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise.

Restrictions on Use

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Governing Law

This Agreement shall be governed by (and construed in accordance with) the laws of the United States and the State of Ohio. You consent to exclusive jurisdiction and venue in Franklin County, Ohio and waive the defense of forum non conveniens. If any part of this Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

PLEASE PRINT OR SAVE A COPY OF THIS AGREEMENT NOW FOR FUTURE REFERENCE.

I have carefully read this Agreement and accept it voluntarily and with full knowledge and understanding of its terms and conditions. I have successfully printed or saved a copy of this Agreement.