

# UVEST INTERNET AGREEMENT & ACTIVATION FORM

## To UVEST Financial Services:

1. I (We) agree that by using and opening an account with UVEST Financial Services (UVEST) through the internet, I (We) have the required legal capacity to enter into a legal contract, and that I (We) will be bound jointly by the UVEST Customer Account Agreement and the UVEST Internet Trading Disclosure and Agreement, and I agree to the following:
2. I (We) will be solely responsible for and will be the exclusive owner of my password and account number, which allows access to UVEST Financial Services (UVEST).
3. I (We) accept full responsibility for use and protection of the password used to login to an account, as well as for any transaction occurring in an account opened, held, or accessed through the password, and I agree that UVEST may presume that any order entered by a person using the password is authorized by me. **If I allow third parties to access my accounts, I will defend and indemnify you against any liability, costs, or damages arising out of claims or suits by such third parties based upon or relating to such access and use.**
4. I (We) agree to notify UVEST immediately of any loss, theft, or unauthorized use of my password and/or account number. Furthermore, I (We) agree to notify UVEST Financial Services via U.S. Mail, in writing of the following: notification of any failure to receive a message from us indicating that an order was received and/or executed by us; or any failure by you to receive an accurate written confirmation of an execution; or any receipt of confirmation of an order and/or execution which you did not place; or any inaccurate information in your account balances, security positions, or transaction history. If you fail to notify us when any of the above conditions occur, we will not have any responsibility or liability for any claims with respect to the handling or loss of any order.
5. **I (We) agree that communications may be sent to me (us) at my (our) postal or electronic mail address or at such other address as I (we) may hereafter give you in writing or by electronic mail, and all communications so sent, whether by mail, electronic mail, telegraph, messenger or otherwise, shall be deemed given to me (we) personally, whether actually received or not.**
6. I (We) agree that if any provision or condition of this agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.
7. I (We) agree that for our mutual protection, UVEST Financial Services will monitor and record telephone conversations and or electronic communications between UVEST and us.
8. **I (WE) agree that UVEST Financial Services does not provide any tax, legal or investment advice nor do we give advice or offer any opinion with respect to the suitability of any security order. I (We) understand that I may be able to access Pershing or any other investment research reports through the internet, including computerized online services, the availability of such information does not constitute a recommendation to buy or sell all or any of the securities discussed therein. Any investment decisions I (We) make will be based solely on my own evaluation of my financial circumstances and objectives.**
9. I (We) agree and understand that any securities bought through UVEST will be paid prior to or on the settlement date of the transaction.
10. **I (We) agree and understand that UVEST cannot and will not be liable or responsible for any delays in execution of an order. UVEST places orders on a "best efforts" basis. Any delay in execution is beyond UVEST's control, and UVEST shall be deemed not responsible and or liable for any delay in execution, due to market volume and or market volatility. UVEST cannot and will not be liable for any delay in execution due to an order approval process.**
11. I (We) agree that all transactions for your account shall be subject to the conditions, rules, regulations, customs and usages of the exchange or market and its clearinghouse, if any, where executed by us or by our agents.
12. I (We) agree that any order electronically transmitted to UVEST shall not be deemed received until UVEST has acknowledged that the order has been received.
13. I (We) agree to notify UVEST immediately of any discrepancies or inaccuracies in my account balances or security positions. Failure to notify UVEST immediately will result in UVEST accepting no responsibility or liability for any claims resulting from these discrepancies or inaccuracies.
14. UVEST may cancel any order, at any time, at its own discretion if the requirements for the cash and/or margin account are not met and/or if its internal policies for type, size, or limits of orders are violated.
15. I (We) agree that market data, price and security information supplied by UVEST is believed to be reliable, but is not guaranteed. Information is provided on a best-efforts basis, and UVEST is not liable for any loss or damage arising from inaccuracies, errors, omissions, delays, interruptions, non-performance, or negligent act of any provider of such information or service.
16. I (We) agree that when I (We) place a request to cancel and/or modify an order, the cancellation/modification of that order is not guaranteed. I (We) understand that a cancellation/modification request needs to be received by UVEST and matched with the original order prior to the cancellation/modification of that original order.
17. **I (We) agree that UVEST will not be liable for any direct, indirect, incidental, special, or consequential damages (including lost profits, trading losses and damages) that result from inconvenience, delay or loss of the use of the internet service even if UVEST has been advised of the possibility of such damages.**
18. **I (We) agree that UVEST and its affiliates will not be liable for any losses resulting from a cause over which over which UVEST or its affiliates do not have direct control, including but not limited to the failure of electronic of mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems.**
19. I (We) agree that UVEST reserves the right to terminate my access to its Internet Service at any time and at its sole discretion without notice.
20. I (We) understand that all the terms and conditions of my UVEST Customer Agreement control the operations of my account and those terms and conditions are incorporated herein by reference.
21. I (We) agree and understand that certain securities may grant me (us) valuable rights that may expire unless the I (we) take action. These securities include, but are not limited to, warrants, stock purchase rights, convertible securities, bonds and securities subject to a tender or exchange offer. I (We) agree and understand that I (we) are responsible for knowing the rights and terms of all securities in my (our) account. UVEST Financial Services is not obligated to notify me (us) of any upcoming expiration or redemption dates, or to take any other action on my (our) behalf, without specific instruction from me (us), except as required by law and applicable rules of the regulatory authorities. However, I (we) agree that if any such security is about to expire worthless or be redeemed for significantly less than its fair market value, and UVEST has not received instructions from me (us), UVEST may, at its discretion, sell the security and credit my (our) account with the proceeds.
22. **Exchange Data and Information**  
"Information Providers" for securities quotations on this Internet Service (Service) include various securities markets such as the New York Stock Exchange, American Stock Exchange, NASDAQ Stock Market, Inc. and other exchanges, their affiliates, agents, and others. By using this Service, you agree that (I) market quotes and other information received from Information Providers are solely for your own personal use; (II) you shall not retransmit or otherwise furnish market data to any other person; (III) you acknowledge that the data is and shall remain the property of the respective Information Providers or of the market on which a reported transaction took place or a reported quotation was entered; and (IV) you acknowledge that the Information Providers are third-party beneficiaries under these provisions and may enforce these provisions against you.
23. **Disclaimer of Warranties and Liability**  
The data and information accessible on this Service is provided "AS IS" and there may be delays, omissions or inaccuracies in such information and data. UVEST, its affiliates, agents, information providers, and licensor cannot and do not guarantee the accuracy, sequence, completeness, timelines, merchantability or fitness for a particular purpose of the information or data made available through the Service or by any force majeure or any other cause beyond their reasonable control. Neither this Service nor any of its affiliates, agents, information providers, or licensor shall be liable to you or to anyone else for any loss or injury caused in whole or in part by its negligence or omission in procuring, compiling, interpreting, editing, writing, reporting, or delivering any information or data through this Service. In no event will this Service, its affiliates, agents, information providers, or licensor be liable to you or anyone else for any decision made or action taken by you in reliance upon such information or data or for any consequential, special or similar damages, including but not limited to lost profits, trading losses, damages resulting from inconvenience, or loss of use of the Service, even if advised of the possibility of such damages.

# UVEST INTERNET AGREEMENT & ACTIVATION FORM (PAGE 2)

**PLEASE SEND FORM TO: UVEST FINANCIAL SERVICES, 200 S. COLLEGE ST., 21<sup>ST</sup> FL. CHARLOTTE, NC 28202**

## **Account Number(s)**

List all account numbers with an optional description of the account type to help you differentiate multiple accounts once you are logged into the system (for example: retail account or retirement account).

**\*For New Accounts, a number will be assigned upon receipt.**

_____ UVEST Account Number	_____ Description (optional)
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## **Account Information**

_____ Date Of Birth	_____ Mother's Maiden Name (Required for password) Use a code name for Corporate Accounts
_____ E-mail Address	

**Signature** - Please read the Internet Agreement preceding this page carefully, before signing below.

Please retain a copy of this agreement and activation form for your files.

_____ Name	_____ Signature
_____ Name	_____ Signature
_____ Name	_____ Signature
_____ Name	_____ Signature
_____ Name	_____ Signature

## **User Identification (ID)**

Your user ID will be assigned to you. You will be sent an e-mail regarding account access.

**For Office Use Only**  
ACE Entitlement Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

Trading (circle one):      Yes              No