

# ONLINE ACCOUNT ACCESS REQUEST TERMS & CONDITIONS

Contact Center: (800) 248-8447 | www.ForgeTrust.com

This statement of Online Account Access Request Terms and Conditions contains the terms that govern your use of the Forge Trust Co. online site and services. By using the website ForgeTrust.com or any other site owned and provided by Forge Trust Co., you explicitly agree to be bound by these terms and conditions.

#### 1. PURPOSE OF SITE

Our purpose in providing this website is to provide you, our account holder, with fast and efficient customer service support that is convenient for you to use. We provide this information for your use in a secure environment using several security methods to ensure as secure a site as possible while providing you with access.

#### 2. SECURITY OF INFORMATION

- · Forge Trust Co. has used the following security methods to make the site as secure as possible;
- Your Unique ID—You have been provided with a unique identification code with which to login into the website. The ID is also your account number and should not be provided to other parties or persons not authorized by you to have access to this site.
- Your Password

  You will be provided with a unique randomly generated password that will give you initial access to your eligible accounts. When you log on for the first time, you will be required to change your password. You will also be required to establish three personal questions and answers that you must answer should you lose your password and need to be issued a new password. Forge Trust Co. staff DO NOT know your questions, answers, nor password.
- Security Techniques—In addition to the items above, security is further enhanced by the use of the industry standard SSL (Secure Sockets Layer) security method that encrypts your account information when it is transmitted over the Internet. It uses the highest degree of Internet security presently available.

#### 3. ACCESS TO YOUR ACCOUNTS

You must authorize Forge Trust Co. to provide access to your eligible accounts by completing the Online Account Access Request and sending it to Forge Trust Co. as described on the form. You may remove your authorization by providing written instructions to that effect at Forge Trust Co., PO Box 2048, San Francisco, CA 94126, or by email to passwordsupport@ForgeTrust.com. You may view your account information, including balances, transactions, tax information and investor profile at this website. You will generally be able to access your account information seven days a week, twenty-four hours per day. There may be times when the service is not available due to system maintenance or circumstances beyond our control. If you need information about your account at these times, call our customer service center at (800) 248-8447 during regular business hours.

#### 4. LIABILITY

Forge Trust Co., including its directors, officers, employees, agents and other related persons, are not liable for any losses or damages arising from your use of the website. This includes those instances where Forge Trust Co. have exercised reasonable care, in instances where they do not have direct control or any situation which causes the website to be unavailable for any extended period of time. Further, the losses or damages may arise without limitation in connection with mechanical equipment failures, electronic equipment failures, communication systems interruptions/failures, data processing failures, unauthorized access to any facility including the Internet, operator errors, thefts, natural disasters, labor problems, war, military or governmental action or inaction, electronic systems not controlled by Forge Trust Co. (such as the Internet or telephone lines). The use by you of electronic systems not controlled by Forge Trust Co., is solely at the user's risk/liability. Forge Trust Co. will not be responsible for the security of and the resulting losses from the transmission of data on any systems not controlled by them.

- Indemnification—Except to the extent that we are liable under the terms of this agreement or any other agreement between you and Forge Trust Co., or any law applicable, you agree to hold us, our directors, officers, employees, agents and other related persons harmless from all losses, liability, demands, judgments, claims and expenses from your use of the website and the online account service we provide. You provide the indemnification without regard as to whether our claim is against you or your authorized representative.
- Use of Third Parties—Except as provided in applicable law, neither we nor our service providers or other agents and related persons shall be liable for any loss or liability from the failure of your equipment, your software or your access to the Internet provided by you, your online account access provider or any other third party.
   FORGE TRUST CO. AND ITS REPRESENTATIVES DO NOT OFFER TAX OR LEGAL ADVICE. DO NOT PROVIDE INVESTMENT ADVICE, DO NOT SELL INVESTMENTS, DO NOT EVALUATE, RECOMMEND, OR ENDORSE ANY ADVISORY FIRM OR INVESTMENTS. INVESTMENTS ARE NOT FDIC INSURED AND ARE SUBJECT TO RISK, INCLUDING THE LOSS OF PRINCIPAL. CLIENTS ARE ADVISED TO PERFORM OR FACILITATE THEIR OWN DUE DILIGENCE WHEN INVESTING. THE INFORMATION CONTAINED HEREIN DOES NOT CONSTITUTE LEGAL OR TAX ADVICE AND SHOULD NOT BE CONSTRUED TO APPLY TO ANY INDIVIDUAL PERSON OR SITUATION. EACH PERSON SHOULD CONSULT WITH HIS OR HER OWN PERSONAL TAX ADVISOR, FINANCIAL PLANNER, ATTORNEY OR ACCOUNTANT WITH RESPECT TO SUCH INDIVIDUAL'S SPECIFIC SITUATION AND SHOULD NOT RELY UPON THIS INFORMATION WITHOUT SUCH CONSULTATION.

## 5. TECHNICAL SUPPORT

Forge Trust Co. will provide technical support during the hours of 8:00 AM to 7:00 PM Central Time Monday through Friday excluding holidays. You may call us at (800) 248-8447, or you may send an email to info@ForgeTrust.com.

#### OTHER TERMS

- Termination—Forge Trust Co. may terminate this agreement and/or your access to the Forge Trust Co.'s website in whole or in part at any time, unless otherwise required by law.
- Changes—We may change the terms of the Agreement from time to time and at any time. Such changes will be updated to this Agreement on the website within thirty (30) days of any change.
- Notifications— Unless required by applicable law, any notice we are required to provide to you in writing, may be provided to you, at our discretion, electronically to your current email address in our records.
- · Governing Law—This agreement shall be governed by the laws of the State of South Dakota.
- Entire Agreement—This agreement, Online Account Access Request, and any other disclosures or documents that we provide to you from time to time constitute the entire agreement and is the only agreement between you and Forge Trust Co. regarding this service.

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# REPRESENTATIVE ONLINE ACCOUNT ACCESS REQUEST

Contact Center: (800) 248-8447 | www.ForgeTrust.com

This form is to be completed by designated Representatives only. Complete this form if you wish to gain or cancel online access to your clients' account(s).

| 1. REPRESENTATI   | VE IDENTIFICATION   | (*required field)  |                       |  |  |  |
|---|---|--|-----------------------|--|--|--|
|   | Representative First Name*  | Representative Midd  | lle Name              | Representative Last Name*  |  |  |
| Should Forge Trust Co. need   |   |  |                       |  |  |  |
| to contact you in regards to<br>this request, your preferred<br>method of contact is: | Representative Email*   | <u> </u>   |                       |  |  |  |
| Email   | Firm/Company Name   |  |                       |  |  |  |
| Primary Phone   |   |  |                       |  |  |  |
|   | Phone* XXX-XXX-XXXX   | Phone* XXX-XXXX  |                       | Fax XXX-XXXX   |  |  |
|   | Address*  |  |                       |  |  |  |
|   | City*   | State/Province*  |                       | Zip/Postal Code*   |  |  |
|   |   |  |                       |  |  |  |
| 2 ONLINE ACCOU  | NT ACCESS (asless are   | Alex College (control)                                     |                       |  |  |  |
| Z. UNLINE ACCOU   | NT ACCESS (select one of  | the following)   |                       |  |  |  |
| I would like to establish online  | account access to <u>all</u> of my clients' ac  | counts (both current and fu                                | ture)                 |  |  |  |
| I would like to cancel online a   | ccount access to <u>all</u> of my clients' acco                                       | ounts online   |                       |  |  |  |
| I would like to cancel online a   | ccount access to the following client(s)  | only:  |                       |  |  |  |
| Client Name   | Account Number  | Client Name  |                       | Account Number   |  |  |
| Client Name   | Account Number  | Client Name  | <u> </u>              | Account Number   |  |  |
| assword. Temporary password er  |   | nil folders, so please add this                            | s email address to y  | oort@ForgeTrust.com with your tempor<br>our Spam filter list to ensure you receiv<br>rdsupport@ForgeTrust.com for your |  |  |
| 3. EMAIL NOTIFIC  | ATION SERVICE   |  |                       |  |  |  |
| Bv default, once vou are designate  | ed as a Representative by a client*, yo   | u will be copied on all auton                              | mated email notificat | ions sent to the client.)  |  |  |
| Our email notification service serve  | es to keep you and your clients abreast<br>to the client's financial institution, and | t of account activity such as (3) when a cash deposit is r | : (1) when an accou   |  |  |  |
| Select this option if you would   | like OPT-OUT of this email notification   | n service  |                       |  |  |  |
| Select this option if you have p  | previously opted-out of this service, bu  | t have changed your mind a                                 | and would like to opt | back in  |  |  |
|   |   |  |                       |  |  |  |
| 4 PRIMARY CONT  | ACT DESIGNATION   |  |                       |  |  |  |

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Clients have the option to designate you as the "Primary Contact" through our REPRESENTATIVE AUTHORIZATION form. If you wish to be contacted first should any questions or concerns arise regarding your clients' accounts, please ensure that they check the appropriate box on the form. Please note that clients also have

the option to remove this designation at any time with or without your consent.

#### 5. REPRESENTATIVE ONLINE ACCOUNT ACCESS ACCEPTANCE

I hereby request online account access to ALL account(s) (both current and future) whose account holders have authorized me to have access to their accounts for review purposes. By signing below, I acknowledge, on behalf of myself and all users authorized by me (individually and collectively referred to herein as "I"), that:

- By using Forge Trust Co.'s online account service I agree to the terms stated in this Agreement and the Online Account Access Request Terms and Conditions
  of Use set forth on the Internet website.
- I will be issued a unique User ID and an initial password. For security purposes I understand that I must change my initial password to a password of my own choosing upon accessing my account(s) for the first time.
- The password that I will be given to gain access to Forge Trust Co.'s online account service should be kept confidential, and that Forge Trust Co. is not responsible for any breach of security caused by my failure to maintain the confidentiality of my password.
- · I acknowledge and accept that Forge Trust Co. has no obligation to confirm the identity of any person using my User ID and password.
- If I disclose my User ID and password to a third party, I hereby indemnify and hold Forge Trust Co. harmless for any action or instruction of such third party in
  my name.
- If I intend to revoke my authorization of such third party, I will immediately change my password.
- If I believe my User ID and password have been lost or stolen or used without my permission, I will contact Forge Trust Co. security operations at passwordsupport@ForgeTrust.com or call (800) 248-8447 during regular business hours.
- · I understand Forge Trust Co. expressly discourages me from sending personal, business, financial or account information via Internet e-mail.
- If I choose to send Internet e-mail messages to Forge Trust Co. that contain confidential information, I understand that I do so entirely at my own risk, and that Forge Trust Co. will not be responsible for any loss or damages that I may incur if I communicate such confidential information by Internet e-mail.
- I hereby agree that Forge Trust Co. is not responsible for any direct, indirect, special, incidental or consequential damages to me or my clients arising in any way out of my use of Forge Trust Co.'s online account service, and that this agreement shall be governed in accordance with the laws of the state of California.
- I agree to hold Forge Trust Co. harmless from all losses, liability, demands, judgments, claims and expenses from your use of the website and the online
  account service we provide.
- · You provide the indemnification without regard as to whether our claim is against you or your authorizing client.

### 6. REPRESENTATIVE SIGNATURE

| Representative Signature | Date (MM/DD/YYYY) |  |  |
|--------------------------|-------------------|--|--|
| ×                        |                   |  |  |

Please sign and submit additional documents as required.

#### **DELIVERY INSTRUCTIONS**

**Email** newaccounts@ForgeTrust.com

**Fax** (650) 745-2902

Regular mail Forge Trust Co. PO Box 2048 San Francisco, CA 94126 Overnight mail
Forge Trust Co.
4 Embarcadero Ctr, Floor 15
San Francisco, CA 94111

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