

Account # _____

Alpine Securities Corporation Electronic Services Agreement

1. Introduction. I acknowledge that this agreement between me and Alpine Securities Corporation (“Alpine”) states the terms and conditions regarding my use of any Electronic Services offered by Alpine, including on-line access of my account with Alpine (“Alpine’s Electronic Services” or “Electronic Services”). **My use of Alpine’s Electronic Services will indicate my acceptance of the following terms and conditions. The terms and conditions set forth herein supplement the terms and conditions contained in my account agreement with Alpine and, by using any of the Electronic Services, I confirm my agreement to comply with the terms and conditions set forth therein.**

2. Provision of Services. I acknowledge that for the purpose of this agreement Alpine’s Electronic Services will be defined as any interactive product or service offered by Alpine which allows me to communicate with Alpine or to obtain account or other information from Alpine. This includes, but is not limited to, electronic data communications transmitted to or from my broker through the use of personal, home or business computers connected to the Internet or by a modem or other device to an authorized telecommunications network designated by Alpine. I acknowledge that Alpine may modify, add to, rename or discontinue the Electronic Services offered pursuant to this agreement without prior notice to me. I also acknowledge that this agreement applies to the Electronic Services as they may be modified, added to or renamed in addition to those Electronic Services currently offered.

3. Passwords and Security. I acknowledge that I will be the only authorized user of Alpine’s Electronic Services for my account(s). I will be fully responsible for the confidentiality and use of my user names and passwords and I agree that I will be fully and solely responsible for all activities which arise from the use of my user names or passwords. I agree that as a condition of being approved to use Alpine’s Electronic Services I will immediately notify Alpine if I become aware of any unauthorized use of my user name(s), password(s) or any product or service related to my brokerage accounts with Alpine.

I acknowledge that I am using Alpine’s Electronic Services for my convenience and at my own risk and that Alpine shall have no responsibility for and shall in no event be liable for unauthorized access to my account, it being my responsibility to protect the confidentiality of my user name and password and take whatever steps I believe are necessary to protect my electronic communications from electronic eavesdropping, hackers and similar activities. I agree that Alpine and/or any of its officers, directors, employees, agents or affiliates will not have any liability to me or any other person whose claims may arise through me for any consequential, incidental, special or indirect damages arising from my use of Alpine’s Electronic Services, even if Alpine has been advised of the possibility of such damages. Alpine shall not be responsible for or deemed to be in default under this agreement due to any delay or failure in performance resulting directly or indirectly from any cause beyond Alpine’s reasonable control.

4. Suspension or Termination of Electronic Services. I agree that Alpine reserves the right in its sole discretion to suspend or terminate my access to any or all of Alpine’s Electronic Services for any reason and without prior notice to me. I agree not to hold Alpine, its licensors or any third party involved in the provision of Alpine’s Electronic Services to me responsible or liable for any disruptions in service due to telephone network, computer network or other system problems beyond the control of Alpine, its licensors or any third party involved in the provision of Alpine’s Electronic Services to me, system maintenance or system upgrades; or any other event or circumstance beyond the control of Alpine, its licensors or any third party involved in the provision of Alpine’s Electronic Services to me.

5. No Warranties/Limitation on Liability.

I AGREE THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ALPINE'S ELECTRONIC SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, MADE BY MY ALPINE, ITS LICENSORS OR ANY THIRD PARTY INVOLVED IN THE PROVISION OF ELECTRONIC SERVICES TO ME.

I further agree that the sole liability of Alpine or its licensors or any third party involved in the provision of Alpine's Electronic Services to me for any claims, notwithstanding the form of such claims (e.g., contact, negligence or otherwise), arising out of errors or omissions in Alpine's Electronic Services provided or to be provided hereunder shall be to furnish the correct report or data. I further agree that I shall not hold Alpine, its information providers or any third party involved in the provision of Alpine's Electronic Services liable in any way for any loss or damage arising from or occasioned by any force majeure (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or by any other cause beyond such party's reasonable control.

IN NO EVENT WILL ALPINE, ITS LICENSORS OR ANY THIRD PARTY INVOLVED IN THE PROVISION OF ALPINE'S ELECTRONIC SERVICES (OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES) BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT REASONABLY FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH I MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR AS A RESULT OF MY USE OF OR RELIANCE ON ALPINE'S ELECTRONIC SERVICES. I ACKNOWLEDGE THAT SUCH LICENSORS AND ANY THIRD PARTY INVOLVED IN THE PROVISION OF ALPINE'S ELECTRONIC SERVICES (OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES) ARE THIRD PARTY BENEFICIARIES OF, AND ARE RELYING UPON THE PROVISIONS IN THIS AGREEMENT THAT MAY BE APPLICABLE TO THEM.

6. Amendments. I agree that Alpine may change the terms and conditions of this agreement, in whole or in part, upon notice to me; no provision of this agreement may be amended in any other manner. I agree to use Alpine's Electronic Services only in accordance with the terms and conditions specified in this agreement as amended from time to time by Alpine, and that any amendments to the terms and conditions will be deemed effective upon dissemination by Alpine. Use of Alpine's Electronic Services after receipt of such amendments will be deemed to be acceptance of such amendments.

7. Entire Agreement. This agreement, together with my account agreement(s), contains the entire agreement between me and Alpine with respect to the subject matter contained in this agreement and supersedes all prior or contemporaneous communications, whether oral, written or electronic. If any provision of this agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this agreement. This agreement will be governed by the laws of the State of Utah.

Name on Account

Email Address

Signature

Date