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## Electronic Delivery – Agreement and Disclosure

### Terms and Conditions

This Agreement and Disclosure covers electronic delivery of statements, notices and other disclosures. Please read this Agreement Terms and Conditions in its entirety.

Your consent to electronic delivery will apply to records and documents related to your account which includes trade confirmations, statements, disclosures, and other notices regarding your account and such other documents as Velox Clearing LLC (Velox or the Firm) may make available from time to time.

You understand and agree that Velox will not provide you with paper statements, notices or other disclosures regarding your account. By entering this Agreement, you confirm that you understand and agree to be bound by the terms and conditions of Velox's electronic delivery of statements, notices or other disclosures which we are required to provide to you under applicable Federal and State statutes and regulations. If there is more than one account owner, notice to any one account holder will be effective for all users on the account. There is no charge for electronic delivery.

It is your responsibility to provide and maintain a current, valid email address. In the event, you change your email address, you must notify your representative immediately through means in which you normally communicate with your representative. If you fail to notify your representative of any change to your email address, or if you fail to retrieve messages from the email address to which Velox sends notices, you agree that Velox will not be responsible for any loss that occurs as a result.

### Access to Electronic Statements, Notices and Disclosures

In order to access your electronic information you must:

- 1) Provide and maintain an accurate email address;
- 2) Set up a User Id and Password on the Velox online website.
- 3) Have an internet-enabled device such as a personal computer;
- 4) Have an internet connection; and
- 5) Have Adobe Acrobat Reader® software (available at no charge at <http://www.adobe.com>) installed on your internet-enabled device.

**You will be notified by email when your statement is ready for viewing. This notification email will be sent to the email address which you provide to Velox. If Velox is repeatedly unable to deliver documents or document**

**notifications to your email address on file, Velox reserves the right to restrict account activity until email address is updated and Velox will deliver the documents to you via US Mail and charge a fee to your account.**

Access to electronic documents is made through the use of your internet-enabled device, your internet connection provided by your Internet Service Provider (ISP), Velox's online website, online account access, and your password. You may view, save, and print your electronic statements and notices through the use of Adobe Acrobat Reader®. You may also request a printed copy of your statement or notice by contacting your representative through means in which you normally communicate with your representative. A printed copy will be sent via mail within 10 business days.

### **Use of your Security Password**

You agree not to allow anyone to gain access to Velox online or let anyone know your password used with Velox online. You further agree that Velox has no control as to the persons who have access to our internet-enabled device such as your personal computer and your password. You agree that it is your responsibility to initiate and maintain security procedures to prevent any authorized access to your internet-enabled device or unauthorized use of your password.

### **Notice of Unauthorized Access**

If you believe that someone has obtained access to your electronic statement without your permission, immediately call Velox at the number listed below in Contact Information.

### **Prompt Statement Review**

You agree to promptly review your electronic statement and any accompanying items. You must review the statement for errors, unauthorized transactions, alterations, or other irregularities. You agree that you are responsible for the wrongful acts of your joint account holders and agents' action on your behalf. You must notify us of any errors on your account statements within sixty (60) days from the date the statement is made available to you, regardless of when you receive and/or open the email notification or statement. **Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to your specified email within that time frame.**

### **Error Resolution**

If you believe there is an error, unauthorized transaction, alteration, other irregularity or you need more information regarding a transaction on your statement, notify Velox by telephone at the number listed below in Contact Information during regular business hours. To preserve your legal rights, you should also provide this notice in writing via email to the email listed below in Contact Information.

Providing notice only by telephone will not preserve your rights.

- Tell us your name and account number.
- Describe the error or the transaction you are questioning.
- Explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

### **Contact Information**

If you need to contact Velox regarding electronic delivery or Velox online access, you may contact us during regular business hours, from 6 am to 3 pm, PST, Monday through Friday.

Mail: 600 Brickell Avenue Suite 2800 Miami, FL 33131  
Phone: 949-522-6127 or toll free at 866-808-3569 (866-80- VELOX)  
Email: dl-client.services@velox-global.com