

## ONLINE BANKING ELECTRONIC DISCLOSURE AND CONSENT

By your consent below, you agree that we may provide you with all disclosures, notices and other communications, about Online Banking, including your Online Banking Service Agreement and any future amendments, in electronic form. We will provide all future notices by posting them on the Online Banking Sign In page for a period of at least 30 days. You may download or print the notice from your computer if you have the hardware and software described below.

At your request we agree to provide you with a paper copy of such a notice. You may request paper copies of required notices by calling us at **800.933.6262**. Online Banking Customer Service is available from 7:00 a.m. to 10:00 p.m., seven days a week, excluding bank holidays.

You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in Online Banking Services. To withdraw your consent, please contact us at 800.933.6262.

### YOUR SYSTEM REQUIREMENTS

In order for you to access and retain records in connection with Online Banking Services, your system must meet the following requirements:

- **An IBM or Macintosh compatible computer**
- Internet Access
- An Internet Browser
  - Netscape Navigator 4.08/Netscape Communicator 4.7 or later versions
  - Microsoft Internet Explorer 4.01 or later versions (4.51 for Macintosh users.)

To print or download disclosures you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure.

To agree that your system meets the requirements, and that you consent to receive all notices regarding Online Banking Services in electronic form, click here:

I Agree
  I Don't Agree

## Santa Barbara Bank & Trust Consent to Conduct Business Electronically

1. **RT Agreement.** If you choose a Refund Transfer ('RT') from Santa Barbara Bank & Trust ('SBBT'), you agree to receive a Refund Transfer Agreement and Disclosure Statement (the 'RT Agreement') electronically. The RT Agreement is set forth below. By selecting the 'I Agree' button on the next screen, you will be agreeing to be bound by the terms and conditions of the RT Agreement.
2. **Electronic Communications.** The RT Agreement, any state and Federal disclosures related to your RT, including your consent to the disclosure of your tax year 2000 Federal income tax return in Section 10 below, and any other communications, all of which we will refer to as the 'Communications,' will be provided to you electronically. However, if you wish to obtain a paper copy of the Communications at no cost, you may contact SBBT by writing to SBBT Refund Anticipation Loan Department, PO Box 1030, Solana Beach, CA 92075 or by logging on to <http://cisc.sbbtral.com>.
3. **Consenting to Do Business Electronically.** The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. RTs are only offered by SBBT electronically, but similar products may be available through non-electronic channels. Your consent to do business electronically, and our agreement to do so, only applies to this RT transaction.
4. **Hardware and Software Requirements.** To access and retain the Communications electronically, the following minimum computer hardware and software requirements must be met: Windows – 486 DX processor, Windows Me, 2000, 98, 95, NT 4.0 Operating System, 16 MB of RAM, 14400 bps or faster modem and 45 MB of hard disk space. Mac – PowerPC processor, System 7.6 or higher Operating System, 16 MB of RAM, 14400 bps or faster modem and 45 MB of hard disk space.
5. **Withdrawal of Consent.** The RT and related Communications are provided electronically. If you do not want to obtain a RT and related Communications electronically, select the Back button on the TurboTax screen to return to the Electronic Filing Federal Tax Refund Options page. You have the right to withdraw your consent to doing business electronically at any time by the methods stated in Section 2 above, however, if you do so before we have entered into the RT Agreement we will treat your withdrawal of consent as a withdrawal of your RT Agreement. If we have entered into a RT Agreement with you it will remain in effect, and any Communications (including the RT Agreement) between us during the period after your consent to doing business electronically, and before your withdrawal of such consent, will be valid and binding on all parties. Communications, if any, following withdrawal of your consent will be provided to you by mail or other appropriate non-electronic means.
6. **Changes to Your Contact Information.** You should keep us informed of any change in your electronic or mailing address by contacting SBBT by logging on to <http://cisc.sbbtral.com>.
7. **Printing.** You may print this document by selecting Print from the File menu. It will also be printed when you choose Print for Your Records. You may review and print out this document at any time by opening up your tax return and selecting Print and File from the EasyStep menu.
8. **Your Ability to Access Communications.** When you select the 'I Agree' button on the next screen, you acknowledge that you are able to access the following Communications: the Consent to Conduct Business Electronically disclosure and the RT Agreement terms and conditions provided below.
9. **Consent to Electronic Communications.** When you select the 'I Agree' button on the next screen, you consent to having all Communications provided or made available to you in electronic form.

### Santa Barbara Bank & Trust Refund Transfer Agreement and Disclosure Statement

**This RT Agreement contains important terms, conditions and disclosures about your RT. Read this RT Agreement carefully before accepting its terms and conditions, and print a copy and/or retain this information electronically for future reference.**

#### Use of Pronouns

If the 2000 Federal income tax return is a joint return, the pronouns 'I,' 'me,' and 'my' used in this RT Agreement include both the applicant and joint applicant (collectively, 'RT Applicant') and shall thus be read as 'we,' 'us,' and 'our,' respectively, wherever used. At times the terms 'you' or 'yours' will be used in discussing the rights and obligations of the RT Applicant(s) under this RT Agreement.

#### Authorization to Release Personal Information

##### 10. Authorization to Release Personal Information.

(a) I hereby authorize Intuit Inc. ('Intuit') (the transmitter of my tax return) as of \_\_\_\_\_ to release to SBBT my tax year 2000 Federal income tax return information and any information obtained in the RT Agreement provided below for purposes of facilitating my RT. Your information will not be used by Intuit for any purpose other than stated herein.

(b) I hereby authorize SBBT as of \_\_\_\_\_ to use and disclose my tax year 2000 Federal income tax return information and any information obtained in the RT Agreement for the purpose of: (i) SBBT facilitating the RT; (ii) SBBT's collection of any indebtedness related to any outstanding or delinquent refund anticipation loan ('RAL') with SBBT or Other RAL Lenders (defined below in Section 14), and (iii) SBBT's role in detecting and preventing fraudulent tax return filings, including its reporting of potentially fraudulent returns to the Internal Revenue Service ('IRS'). Your Bank Account information will not be disclosed to unauthorized third parties. I further authorize SBBT and Other RAL Lenders to share with each other information about their respective credit experience concerning my present or prior RTs or tax refund amounts. The disclosure and use of such shared information by the foregoing parties shall be limited for the foregoing purposes and no other.

#### Important Information

11. **No Requirement to Obtain RT to File Electronically.** I understand that there is a \$10 fee for the RT product. I further understand that my tax year 2000 Federal income tax return can be filed electronically without using the RT service by paying the applicable filing fees to Intuit by credit card at the time I file my tax year 2000 Federal income tax return.

Summary of Terms and Authorizations

12. Summary of Terms

Table with 2 columns: Description and Amount. Rows include Expected Federal Refund (\$1,000.00), Less SBBT Refund Transfer Processing Fee (\$10.00), Less Electronic Filing Transmission Fee [or Service Fee for web users] (\$11.95), and Expected Proceeds (1) (\$978.05).

(1) This is only an estimate. For example, if you have an outstanding RAL from a prior year the outstanding amount will also be deducted from your refund (see Sections 14 and 15 below).

13. Deposit Account Authorization. I hereby authorize SBBT to establish a deposit account ("Deposit Account"), subject to the terms and conditions set forth in Section 17, 18 and 20 below, for the purpose of receiving my tax year 2000 Federal income tax refund from the IRS.

14. Other RAL Lenders and Collection of Delinquent RALs. I understand that if I have an outstanding RAL with Bank One; Beneficial National Bank/Household Bank, fsb; County Bank; First Security Bank; Refunds Now; Republic Bank & Trust Company; River City Bank; (the "Other RAL Lenders") or SBBT for any prior tax year that has not been discharged in bankruptcy, I hereby irrevocably authorize SBBT to deduct on my behalf the amount of the outstanding RAL obligation from my Deposit Account after fees and charges have been deducted and apply such funds to my SBBT debt or forward such funds to the appropriate Other RAL Lender.

15. SBBT as Debt Collector. If I have an outstanding or delinquent RAL with SBBT or any Other RAL Lender, I understand that SBBT may be acting as a debt collector hereunder in attempting to collect a debt and may use this authorization and instruction and any information obtained, consistent with this RT Agreement, to collect outstanding RALs I owe to SBBT and any the Other RAL Lender as noted above in Section 14.

16. Acknowledgements.

(a) I understand that: (i) SBBT cannot guarantee the amount of my tax year 2000 Federal income tax refund or the date it will be issued and (ii) SBBT is not affiliated with the transmitter of the tax return (Intuit) nor warrants the accuracy of the software used to prepare the tax return.

(b) I agree that Intuit is not acting as my agent nor is under any fiduciary duty with respect to the RT product.

17. Security Interest and Assignment. I hereby grant SBBT a security interest in the proceeds of my 2000 Federal income tax refund to the extent of all fees or disbursements authorized by this RT Agreement. I also assign to SBBT all my rights, title and interest in the Deposit Account and all funds deposited therein to the extent of all fees or disbursements authorized by this RT Agreement.

18. Truth in Savings Disclosure.

The Deposit Account is being opened for the purpose of receiving your (both spouses if this is a jointly filed return) tax year 2000 Federal tax refund. There is no cost to you for opening the Deposit Account. No other deposits may be made to the Deposit Account. No withdrawals will be allowed from the Deposit Account until all fees, charges, disbursements and payments authorized by this RT Agreement have been paid.

19. Direct Deposit Information.

I want the balance of my refund to be disbursed to me by ACH Direct Deposit to my personal Bank Account designated below (1). If a joint return is filed, the Bank Account may be a joint account or the individual account of either spouse.

Direct Deposit Account Type: [X] Checking [ ] Savings

RTN #: 123456789 Account #: 123456789

Note: To insure that there are no delays in receiving your refund, please contact your financial institution to confirm that you are using the correct RTN and account number.

(1) The account number you are providing here will differ from the account number that will automatically appear on your IRS Form 1040. The account number on your IRS Form 1040 is the number assigned to the temporary Deposit Account established by SBBT to receive your IRS refund.

20. Other Required Federal Disclosures.

Electronic Fund Transfer Disclosures: Our business days are Mondays through Fridays, except holidays. Questions or concerns about your Deposit Account should be directed to: SANTA BARBARA BANK & TRUST, attn.: Refund Anticipation Loan Department, PO Box 1030, Solana Beach, CA 92075, or via the internet at http://cisc.sbbtral.com.

Types of Fund Transfers: There are two types of fund transfers that may occur to or from your Deposit Account at SBBT. They are: (1) the deposit of your tax year 2000 Federal income tax refund into the Deposit Account by the IRS, and the subsequent transfer of the funds less any applicable fees to your designated Bank Account, and (2) in the event there is a collection of a delinquent RAL pursuant to Sections 14 and 15, the deposit of the tax year 2000 Federal income tax refund into the Deposit Account by the IRS, and the subsequent transfer to SBBT or to Other RAL Lender of past due amounts.

**SBBT and Your Liability.** If we do not complete a transfer to or from your Deposit Account on time or in the correct amount according to the RT Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance if circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken. As noted in Section 16, SBBT cannot guarantee the amount of my Federal income tax refund or the date it will be issued. You will not be liable in the event of an unauthorized electronic fund transfer.

**Fees.** There will be a \$10 fee for either type of fund transfers described above.

**Documentation.** We will notify you via email when the IRS has deposited your Federal income tax refund into the Deposit Account. Included in the email will be a website address (<http://cisc.sbbtral.com>) where you can view your Deposit Account statement, or you may telephone us at 1-800-717-7228.

**In Case of Errors or Questions About Your Electronic Transfers.** Email us or write us at the address listed above as soon as you can, if you think your statement provided to you on our website at <http://cisc.sbbtral.com> is wrong or if you need more information about the transfer listed on the statement. We must hear from you no later than 60 days after we provide to you access to the FIRST statement on which the problem or error appeared. You must: (1) Tell us your name and account number; (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us the dollar amount of the suspected error. If you tell us orally, we will require that you send us your complaint or question in writing within 10 calendar days.

We will tell you the results of our investigation within 10 calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will recredit your Deposit Account within 10 calendar days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 calendar days following your oral notification, we may not recredit your Deposit Account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation and we must make these available to you for your inspection. For a reasonable fee covering our duplication costs we will provide you with copies of any such documents which you request.

If your alleged error concerns a transaction to or from a third party (for example, your tax refund) our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

**Confidentiality.** We will disclose information to third parties about your Deposit Account or the transfers made under this RT Agreement: (1) where it is necessary for completing transfers, (2) in order to verify the existence and condition of your Deposit Account for a third party, (3) or if you give us permission to do so.

**21. Compensation.** In addition to any fees paid directly by you to Intuit, SBBT will pay to Intuit not more than \$6 for each RT for Intuit's network support and transmission services.

**22. Arbitration.** Any and all disputes, controversies or claims ("Claims") between you and SBBT and/or Intuit arising out of or relating to this RT Agreement shall be resolved by final and binding arbitration. Arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules") and the following procedures. This RT Agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Subsection 1-16 (the "FAA").

Arbitration shall be conducted in the state capital of RT Applicant's residence, or, should the RT Applicant reside more than 200 miles from such state capital, in the closest city to RT Applicant's residence with a Federal courthouse, or at any other location to which the parties shall mutually agree. Arbitration will be conducted by one neutral arbitrator selected in accordance with the AAA Rules. The arbitrator shall have the sole authority to resolve issues of arbitrability of any Claims. SBBT shall pay all fees and expenses of the arbitration up to the time of award or other final decision. If RT Applicant prevails, SBBT shall not seek reimbursement for these fees and expenses. Should the arbitrator find against RT Applicant, however, the arbitrator shall award one-half of the expenses of the arbitration to SBBT. If the arbitrator determines that no party prevailed, then the arbitrator, in its sole discretion, shall apportion the fees and expenses of the arbitration between RT Applicant and SBBT. In no event shall RT Applicant's share of the fees and expenses exceed 50%. The arbitrator may conduct proceedings and render an award despite a party's refusal to attend or participate in the proceedings. The award will be made and delivered to the parties within 30 days of the final hearing, and judgment on the award may be enforced by any court of competent jurisdiction. The arbitration proceedings conducted pursuant to this Section 22 will be confidential. Neither party will disclose or permit disclosure of any information about the evidence or documents in the arbitration or the contents of the award without the prior written consent of the other party, except as required by law.

**Notice:** Arbitration is the sole and exclusive mechanism for resolving any Claims, and no party shall seek to resolve any Claims in a court of law. I understand that by consenting to arbitration, I am giving up the right to trial by jury and litigation in court, including the right to serve as a class representative or otherwise participate in or share in proceeds of a class action proceeding. By giving up the right to a class action proceeding, I acknowledge that any Claims I have will involve only SBBT, Intuit, and me and no other parties or other persons, even if those other persons have disputes similar to mine. I acknowledge that by signing this RT Agreement, I am giving up important legal rights. I agree that if I do not understand this paragraph, I will obtain legal advice before signing this RT Agreement.

**23. Governing Law.** The enforcement and interpretation of this RT Agreement and the transactions contemplated therein (including, without limitation, the applicable interest rate) shall be governed by the laws of the State of California applicable to contracts executed and to be performed entirely in the State of California by residents of the State of California, without regard to the conflicts of laws, and, to the extent applicable, by the laws of the United States of America, including the Electronic Signatures in Global and National Commerce Act.

### Signature

By selecting the 'I Agree' button below: (i) I understand that I am choosing the RT product offered by SBBT, (ii) I agree to receive all Communications electronically as provided in Sections 1 through 9 of this RT Agreement, (iii) I acknowledge that I have received and reviewed the RT Agreement and agree to be bound by its terms and conditions, including the 'Other RAL Lenders and Collection of Delinquent RALs' authorization in Sections 14 and 15 of this RT Agreement, and (iv) I consent to the release of my 2000 Federal income tax return and RT Agreement information as described in Section 10 of this RT Agreement. I understand that, if I change my tax year 2000 Federal tax return information in a way that affects the amount of my refund, I must review and accept the RT Agreement again. If this is a joint return, selecting the 'I Agree' indicates that both spouses agree to be bound by the terms and conditions of the RT Agreement.

InvestorDelivery.com



## Terms and Conditions:

[<- Back](#)[Agree ->](#)

### Description of Service

By enrolling in this electronic delivery service, you agree to receive announcements by e-mail about shareholder communications materials. Those materials are made available electronically by issuing corporations, mutual funds and other third parties. Quarterly and annual reports, proxy statements, and newsletters are examples of shareholder communications that may be made available electronically. The announcements will include the Internet address (URL) where the materials can be found. Materials referenced within the e-mail announcement may be viewed electronically via the Internet and printed with a local printer. If the materials are not made available electronically, you will receive the standard printed materials and no announcement will be made by e-mail.

Your enrollment will be effective for all holdings in the specified account on an ongoing basis unless you change or cancel your enrollment.

If you have a security position in an equity or mutual fund as of the record date for a particular shareholder distribution and the materials to be distributed are made available electronically, you will receive an e-mail announcement. The content of the information provided for electronic delivery is the responsibility of the issuing corporation, mutual fund, or third party, presenting it. If your securities are held by a financial institution, the broker or bank that holds your security is not responsible for content of electronic shareowner material.

### Failure of E-Mail Address

If, during a distribution, your e-mail address proves to be invalid, your enrollment in this electronic delivery service will be cancelled and you will receive a hard-copy notification of the announcement. This notification will provide the URL to the electronic material, and will contain instructions to visit <http://www.investordelivery.com/> to re-enroll.

### Option to Receive Hard Copy

If, after enrollment in this electronic delivery service, you would like to receive a printed set of shareowner material for a particular security, in addition to your e-mail notification, you may request hard copy delivery from your broker, bank or directly from the issuing corporation or mutual fund. The broker, bank, issuing corporation or mutual fund may, at their discretion, impose a fee to receive the printed materials in addition to the electronic materials.

### To Update Your Information or Cancel Enrollment

By visiting <http://www.investordelivery.com/> and entering your unique enrollment number, you may update your contact information, such as e-mail address or personal identification number (PIN), or you may cancel your participation in electronic delivery by selecting the cancellation option.

### Hardware and Software Required to Use Service

Enrollment in this electronic delivery service requires that you have a personal computer with appropriate browser software, such as Microsoft Internet Explorer®, Netscape Communicator®, or equivalent, and e-mail software as well as communications access to the Internet. This access may incur charges from Internet Service Providers and local telephone companies. The broker, bank, issuing corporation or mutual fund will not be responsible for the costs associated with electronic access; these costs are the responsibility of the shareowner. Should you wish to print materials that have been delivered electronically, you must have a printer as well. Some issuers electronically publish their materials in Portable Document Format (PDF). In order to view PDF-formatted documents, you must have Adobe Acrobat Reader software. This reader is available for download,

The Electronic Services Agreement ("ESA") that follows is included in your account agreement. We deliver the account agreement to you separately when you open your account. To meet information vendor requirements, we also need you to review and accept the ESA online.

Both the ESA and our Web site include important disclosures and regulatory information that are associated with our electronic content and services. When you click "I agree," you will be consenting to electronic delivery of these items in HTML format. To access and retain them for your records, you should use a Netscape Navigator 4.0 or Internet Explorer 4.0 browser or higher with Java Script enabled. You may print the ESA before you click "I agree," and you should retain a copy of your overall account agreement. If you do not have a printer, you may call us for a free paper copy of your account agreement including the ESA. The ESA will always be available for your review under the "Agreements" link found at the bottom of many pages of our Web site.

By clicking "I agree," you will confirm your understanding, acceptance, and receipt of the ESA and its terms and conditions, and you will acknowledge and demonstrate that you can access the ESA and other HTML disclosures and regulatory materials on our Web site. This is required in order to access your account online. We will be creating an electronic record of your agreement. Thank you for your time and cooperation.

## Electronic Services Agreement

This Electronic Services Agreement amends your brokerage account agreement(s) and replaces any prior agreement between you and Schwab regarding your use of the Electronic Services.

### 1. Use of Electronic Services:

**Scope of the Agreement.** This Electronic Services Agreement (the "Agreement") between you and Schwab states the terms and conditions that govern your use of Schwab's Electronic Services. It is part of your brokerage account agreement. The term "we", when used below, means Schwab. The term "Electronic Services" includes all of Schwab's computer, telephonic, e-mail or wireless services or systems. This includes services and information accessible through Schwab, or service providers used by Schwab, including, but not limited to:

- Schwab's proprietary software such as Velocity®; Schwab's Web site;
- Schwab's computers and networks which are accessible externally;
- VoiceBroker™; Telebroker® and ServiceBroker®;
- Schwab's wireless services, including PocketBroker™; and
- Any other computer, telephonic or wireless securities trading services or information system Schwab provides to you, including successors to the systems described above.

**Services Provided.** Schwab's Electronic Services allow you to enter orders to buy and sell certain securities, stock options and mutual funds within your Schwab account, and to access securities price quotations, investing information and your personal account information. The Electronic Services are accessible via computer, telephonic or wireless transmissions for use on compatible personal, home or small business computers, including Internet appliances with modems, terminals and network computers, as well as various wireless devices. You understand that in order for Schwab's Electronic Services, including future services available from Schwab, to perform to your satisfaction, or at all, you are solely responsible for the hardware, software or other technology you use to access Schwab's Electronic Services. Schwab will not be responsible for any service difficulties resulting from your failure to possess technology adequate to use Schwab's Electronic Services to your satisfaction.

**Your Agreement.** By using Schwab's Electronic Services, you agree to comply with the terms and conditions of this Agreement. Schwab has the right to modify or terminate this Agreement in any way at any time, and we will provide you with notice of any modifications. You further agree to abide by any rules, procedures, standards, requirements or other conditions we may establish in connection with the use of our Electronic Services or any other electronic communications

services made available by Schwab.

## **2. Risks of Electronic Trading:**

Access to the Electronic Services may be limited or unavailable during periods of peak demand, market volatility, systems upgrades, maintenance or for other reasons. If the Electronic Services are unavailable or delayed at any time, you agree to use alternative means to place your orders such as calling a Schwab representative or visiting one of our branch offices. Schwab will not be liable to you if you are unable to access your account information or request a transaction through the Electronic Services. (See Limitations of Liability, Section 5)

When you use the Electronic Services to place a trade order, you acknowledge that your order may not be reviewed by a registered representative before being routed to an exchange for execution and you also will not have the opportunity to ask questions or otherwise interact with a Schwab representative. By placing a trade through the Electronic Services, you voluntarily agree to assume any added risk that may result from the lack of human review of your order in exchange for the reduced commissions and potentially greater convenience of electronic trading.

## **3. Fast and Volatile Market Conditions:**

During periods of heavy trading and/or wide price fluctuations ("Fast Markets"), there may be delays in executing your order or providing trade status reports to you. In addition, if you place a market order in a Fast Market, there may be a significant difference in the quote you receive prior to or at the time you place the order and the execution price you receive.

If the Electronic Services are available, and you decide to place an order in fast or volatile market conditions, you agree to accept full responsibility for that order. If Schwab believes any particular stock is or may be volatile, Schwab may, but is not obligated, to decline to allow customers to place orders for that stock through the Electronic Services. In addition, Schwab reserves the right, but is not obligated, to prevent any IPO stock from being traded through the Electronic Services. In either of these situations, you or your Investment Manager, if you have one, may be required to contact a Schwab representative to assist you with transactions in these stocks. Schwab is not liable to you for any losses, lost opportunities or increased commissions that may result from you being unable to place orders for these stocks through the Electronic Services.

## **4. Financial Market Information; No Warranty:**

**Financial Information.** Schwab's Electronic Services make available certain financial market data, quotes, news, research and opinions (including Research Reports, as defined below) or other financial information (collectively "Information") that has been independently obtained by certain financial market information services, financial publishers, various securities markets including stock exchanges and their affiliates, investment bankers and other providers (collectively the "Information Providers") or has been obtained by Schwab. Schwab does not guarantee or certify the accuracy, completeness, timeliness or correct sequencing of the Information made available through Schwab, the Information Providers or any other third party transmitting the Information (the "Information Transmitters"). You agree that neither Schwab, the Information Providers nor the Information Transmitters shall be liable in any way for the accuracy, completeness, timeliness or correct sequencing of the Information, or for any decision made or action taken by you relying upon the Information. You further agree that neither Schwab, the Information Providers nor the Information Transmitters will be liable in any way for the interruption of any data, information or other aspect of Schwab's Electronic Services. You understand that none of the Information (including Research Reports) available through Schwab's Electronic Services constitutes a recommendation or solicitation that you should purchase or sell any particular security.

**Research Reports.** Schwab's Electronic Services make available analyst research and opinions ("Research Reports") that may be prepared by Schwab or one of its affiliates, or by various third party investment bankers or other entities providing analysis, research and opinions ("Third Party Research Providers"). Schwab does not endorse or approve Research Reports prepared by Third Party Research Providers and only makes such Research Reports available to you as a service and convenience. Schwab and the Third Party Research Providers do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of the Research Reports, or (2) warrant

any results from your use of the Research Reports. The Research Reports have been prepared as of the date indicated and may become unreliable for various reasons including, for example, changes in market or economic circumstances. Schwab and each Research Provider is not obligated to update any information or opinions contained in any Research Report or to continue to offer Information or Research Reports regarding any company or security. You acknowledge that recommendations in the Research Reports to buy, sell, hold, or otherwise consider particular securities are not, and should not be construed as, recommendations or advice to you designed to meet your particular objectives or financial situation. From time to time, Schwab and/or a Research Provider may be unable to provide Research Reports with respect to certain companies with which Schwab and/or a Research Provider, or their respective affiliates have certain business relationships.

**Disclaimer of Warranties.** THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING RESEARCH REPORTS, OR ANY ASPECT OF SCHWAB'S ELECTRONIC SERVICES (INCLUDING BUT NOT LIMITED TO INFORMATION ACCESS AND ORDER PLACEMENT OR EXECUTION).

**Agreement Not To Contact Analyst.** You agree not to contact any individual or analyst who is an author of, or who is named on, any Research Report, or any representative of any Information or Research Provider.

**Arbitration.** You agree that any controversy which may arise between yourself and any third party Information or Research Provider and any of their officers, directors, affiliates and employees, shall be resolved in arbitration in accordance with the terms and conditions of the arbitration agreement(s) entered into between you and Schwab at the time you opened your Schwab account (s), and as amended from time to time.

**Disclosure of Potential Relationships.** Schwab and/or its employees or directors as well as consultants to Schwab may have or may have clients with positions in securities or companies referenced in Information, including Research Reports, and may, as principal or agent, buy from or sell to customers. From time to time, Schwab may perform investment banking or other services for, or solicit such services from, companies mentioned in Information.

**Securities Professionals May Not Use Research Reports In Their Business.** If you are a securities broker, dealer or investment banker, by requesting or receiving any Research Reports, you agree not to use any such Research Reports for any purpose related to your business.

#### **5. Limitations of Liability:**

**Limitation of Damages.** SCHWAB, THE INFORMATION PROVIDERS, INFORMATION TRANSMITTERS, THIRD PARTY RESEARCH PROVIDERS, AND ANY OTHER PERSON INVOLVED IN TRANSMITTING INFORMATION WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES EVEN IF YOU ADVISE THEM OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO, CLAIMS FOR LOST PROFITS, TRADING LOSSES AND DAMAGES THAT MAY RESULT FROM THE USE, INCONVENIENCE, DELAY OR LOSS OF USE OF THE INFORMATION OR FOR OMISSIONS OR INACCURACIES IN THE INFORMATION. AS A CONDITION TO ACCESSING OR RECEIVING THE INFORMATION, YOU EXPRESSLY AGREE TO WAIVE ANY CLAIM YOU MAY HAVE AGAINST SCHWAB, ANY INFORMATION PROVIDER, RESEARCH PROVIDER, OR ANY OTHER PERSONS INVOLVED IN TRANSMITTING ANY INFORMATION SCHWAB MAKES AVAILABLE TO YOU.

BY ACCESSING OR RECEIVING INFORMATION, YOU AGREE THAT THE LIABILITY OF SCHWAB, THE INFORMATION PROVIDERS, THE THIRD PARTY RESEARCH PROVIDERS, OR ANY OTHER PERSONS INVOLVED IN TRANSMITTING INFORMATION ARISING OUT OF ANY LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH SCHWAB'S ELECTRONIC SERVICES OR INFORMATION WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE ELECTRONIC SERVICES

**RELATED TO YOUR CLAIM.**

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THAT THESE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

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By entering into a customer account agreement with Schwab or by subscribing to a Schwab Electronic Service, you are consenting to the receipt of electronic mail ("e-mail") from us. We may send you e-mails about services and products we believe may be of interest to you. You may opt-out of future e-mails about products or services by following instructions in our privacy policy, on our Web site, or contained in an e-mail that you receive from us. We reserve the right, however, to e-mail you important information relating to your account, including regulatory communications.

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**8. Use of Quotes:**

You agree to use the quotes only for your individual use in your business. You will not furnish the quotes to any person or entity other than an officer, partner or employee of your business. If you are a securities professional, such as an investment advisor, you may occasionally furnish limited amounts of quotes to your customers and clients, but solely in the regular course of your securities business. If you furnish quotes to your customers and clients who are not on your premises, you may do so solely (i) in written advertisements, educational material, sales literature or similar written communications or (ii) during telephonic voice communication not entailing the use of computerized voice synthesization or similar technology. You shall not permit any customer or client to take physical possession of "your equipment" (i.e., the equipment that you use to receive, display or otherwise use quotes). You shall abide by any additional limitations on use of quotes that Schwab may specify in the future.

**9. Order Change or Cancellation Requests:**

You acknowledge that it may not be possible to cancel a market or limit order once you have placed it, and you agree to exercise caution before placing all orders. Any attempt you make to

cancel an order is simply a request to cancel. Schwab processes your requests to change or cancel an order on a best-efforts basis only and will not be liable to you if Schwab is unable to change or cancel your order. Market orders (including marketable limit orders), in particular, are subject to immediate execution and as a general rule cannot be canceled once entered during market hours and shortly before market opening. If you wish to try to change or cancel your market order, you agree to call a Schwab representative to assist you. Attempting to cancel and replace or change a market order through the Electronic Services can result in the execution of duplicate orders, which ultimately are your responsibility. If an order cannot be canceled or changed, you agree that you are bound by the results of the original order you placed.

**10. No Legal or Tax Advice:**

You acknowledge that Schwab does not give legal advice or tax advice. However, we may provide you with general tax and estate planning information and principles. You agree that these principles do not apply to your specific circumstances or take into account your comprehensive tax or estate planning situation. For that type of assistance, you agree to consult your own tax or legal advisor.

**11. Investment Advice:**

You agree and acknowledge that when you use the Electronic Services, you, or you and your investment manager if you have one, are responsible for determining the nature, potential value and suitability for you of any particular investment strategy, transaction (including futures transactions) or security (including equities and options). Schwab has no responsibility under any circumstance for any such determination unless Schwab gives advice directly to you that is clearly identified as a Schwab recommendation for you to enter into a particular transaction or transactions or to buy or sell a particular security or securities. You agree that any such Schwab recommendation will remain in effect only for as long as we tell you that it will remain in effect at the time we make the recommendation.

**Orders May Not Be Manually Reviewed.** You understand and acknowledge that when you place orders using Schwab's Electronic Services, those orders may be sent directly to an exchange without being viewed by an individual Schwab representative. You acknowledge that you bear the entire risk and agree to accept full responsibility for the orders you place. You further agree to release Schwab from any liability for executing the orders you place using Schwab's Electronic Services.

**12. Access, Passwords and Security:**

You will be responsible for the confidentiality and use of your access number(s), password(s) and account number(s). You agree not to hold Schwab liable for any damages of any kind resulting from your decision to disclose your access number(s), password(s), or account number(s) to any third party, including but not limited to entities that aggregate account information or Web site content, or persons who are or claim to be acting as your agent, proxy, or investment manager. You will be responsible for all orders entered through and under your access number(s), password(s) and account number(s), and any orders so received by Schwab will be deemed to have been received from you. All orders shall be deemed to be made at the time received by Schwab and in the form received. You agree immediately to notify Schwab if you become aware of:

- Any loss or theft of your access number(s), password(s) and/or account number(s); or
- Any unauthorized use of any of your access number(s), password(s) and/or account number(s), or of the Electronic Services or any Information; or
- Any failure by you to receive a message that an order initiated by you through the Electronic Services has been received and/or executed through the Electronic Services; or
- Any failure by you to receive accurate written confirmation of an order or its execution within five (5) business days after entering the order through the Electronic Services; or
- Any receipt of confirmation of an order that you did not place, or any similarly inaccurate or conflicting report or Information.

**13. Data Transmission:**

You acknowledge that data, including e-mail, electronic communications and personal financial

data, may be accessed by unauthorized third parties when communicated between you and Schwab, Information Providers or Information Transmitters, using the Internet, other network communications facilities, telephone or any other electronic means. You agree to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by Schwab. Until notified otherwise by Schwab, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Schwab and follow Schwab's log-on procedures for Electronic Services that support such protocols. You acknowledge that Schwab is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

**14. Use of Software, Programs, Applications or Other Devices to Access Electronic Services:**

With the exception of applications commonly known as Web Browser software, or other applications formally approved by Schwab in writing, you agree not to use any software, program, application or any other device to access or log on to Schwab's computer systems, Web site or proprietary software or to automate the process of obtaining, downloading, transferring or transmitting any content, information or quotes to or from Schwab's computer systems, Web site or proprietary software.

**15. Subscription, Service, Use Fees:**

You agree to pay all subscription, service and use fees, if any, that you are charged by Schwab or its designee for Schwab's Electronic Services. These fees may include without limitation, any Research Report fees. You agree that these fees may be changed without notice. Schwab reserves the right to enter into fee sharing arrangements with applicable Information Providers, Information Transmitters, and Third Party Research Providers.

**Payment of Fees.** Upon requesting a Research Report, you shall instruct Schwab or its designee to charge the related fee, if any, to a designated VISA or MasterCard. If appropriate, you may also elect to charge the fees to your account. You agree to pay all costs (including attorneys' fees), if any, incurred by Schwab in collecting overdue fees from you. You also agree to pay all federal, state and local taxes resulting from your use or receipt of the Research Reports. You agree to grant Schwab a continuing security interest in the assets in your Schwab brokerage account(s), if any, to secure the timely payment of all fees owed by you for the Research Reports as well as any other amounts owing under this Agreement or your other Agreements with Schwab. If Schwab charges you a fee for Research Reports, Schwab may assign this Agreement only with your consent, to the extent allowed by applicable law.

**16. Account Restrictions:**

If there is a restriction on your account(s) at Schwab, your use of the Electronic Services' trading functions will be so restricted with respect to such account(s). Further, Schwab reserves the right in its sole discretion to require a cash or equity deposit at any time and to determine the adequacy of any such deposit prior to the execution of any transaction through the Electronic Services. Schwab will not be responsible for any delay or failure to provide the Electronic Services, including the execution of any securities order, in the event there is a restriction on your account, you lack sufficient funds in your account or you delay or fail to make a required cash or equity deposit.

**17. Indemnification:**

You agree to defend, indemnify and hold Schwab, the Information Providers and the Information Transmitters harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.

**18. Our Ability to Terminate Electronic Services:**

Schwab reserves the right to terminate your access to its Electronic Services or any portion of them (including without limitation, the Information (including Research Reports)) in its sole

discretion, without notice and without limitation, for any reason whatsoever. Schwab may terminate your access to its Electronic Services for reasons including, but not limited to, the unauthorized use of your account access information, breach of this Agreement, discontinuance of Schwab's access to any Information or any other data from any Information Provider or Research Provider or termination of one or more agreements between Schwab and Information Providers, Third Party Research Providers or Information Transmitters. Schwab, the Information Providers, the Third Party Research Providers and the Information Transmitters shall have no liability to you for terminating your access to Schwab's Electronic Services; provided, however, that if Schwab's termination is without cause, Schwab will refund the pro rata portion of any fee you may have paid for the portion of the Information and/or Electronic Services not furnished to you as of the date of termination.

#### **19. Electronic Communications:**

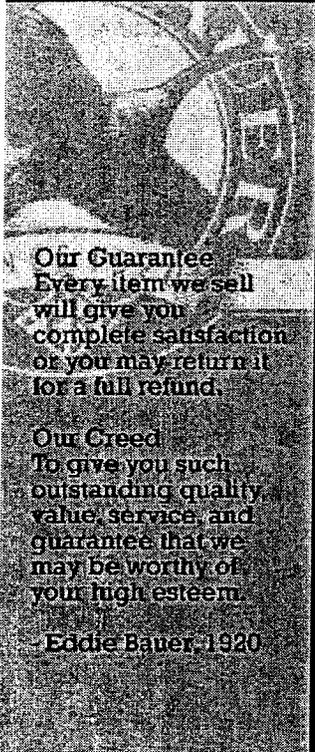
The Electronic Services you access by computer provide you with the capability to send electronic communications, such as e-mail, directly to Schwab and interact within applicable areas of the Electronic Services. You agree to the following terms with respect to your use of electronic communications through the Electronic Services:

- You will not transmit securities trade orders to Schwab using electronic communications except through those electronic features designated by Schwab for the express purpose of placing trade orders. You acknowledge that Schwab will not act upon trade orders transmitted through electronic communications other than orders you transmit through designated trade order features;
- Schwab shall be entitled, but is not obligated, to review or retain your electronic communications for, among other reasons, monitoring the quality of service you receive, your compliance with this Agreement and the security of the Electronic Services. Schwab is entitled to disclose your electronic communications to the same extent it may disclose other information about you or your account(s) as provided elsewhere in your account agreement(s). In no event will Schwab be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of such activities by Schwab;
- You will not use any electronic communication feature of the Electronic Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening. You will not use the Electronic Services to solicit Schwab customers or others or participate in the solicitation of Schwab customers or others for any purpose;
- You will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
- You will not in any way express or imply that the opinions in your electronic communications are endorsed by Schwab without the prior written consent of Schwab;
- If you use the Electronic Services that you access by computer, you agree to provide Schwab with your e-mail address, promptly provide Schwab with any changes to your e-mail address and accept electronic communications from Schwab at the e-mail address you specify; and
- You agree to be bound by any affirmation, assent or agreement you transmit through the Electronic Services you access by computer, including but not limited to any consent you give to receive communications from us solely through electronic transmission. 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 computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

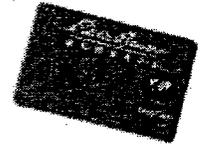
#### **20. General:**

You acknowledge that, in providing you with the Electronic Services, Schwab has relied upon your agreement to be bound by the terms of this Agreement and any user or license agreement(s) related to or accompanying Electronic Services-related software. You further acknowledge that you have read, understood and agreed to be bound by the terms of (i) the user license agreement of any Electronic Services-related software, and (ii) the terms of Schwab's brokerage account agreement(s) and any other agreement with Schwab that applies to your account(s), all as currently in effect and amended from time to time.





**Eddie Bauer**  
 M A S T E R C A R D



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| <b>Annual Percentage Rate</b>                               | For your first six billing cycles, the Introductory Annual Percentage Rate on all Purchases and Balance Transfers will be 6.90%. The Introductory APR does not apply to Cash Advances. After the first six billing cycles, the APR will be a variable rate, currently 13.99% for Purchases and 18.00% for Cash Advances. If a payment is received late once during the introductory period, the Annual Percentage Rate(s) explained in the Variable Rate Information below will apply.  |
| <b>Variable Rate Information</b>                            | Your APR may vary after the first six billing cycles or if a payment is received late once during the introductory period. The rate is determined each month by adding 4.99% for Purchases and 9.00% for Cash Advances to the Prime Rate, as published in the "Money Rates" section of The Wall Street Journal on the 15th day of the month or the next business day if the 15th is not a business day, with a minimum APR of 13.49% for Purchases and 15.90% for Cash Advances. If you fail to make two consecutive payments when due, we have the right to increase your Annual Percentage Rate up to the greater of 18.49% or Prime Rate plus 9.99% for Purchases and Cash Advances. |
| <b>Grace Period for Repayment of Balances For Purchases</b> | You have, on average, 30 days between billing cycles to pay the New Balance on your Account to avoid a Finance Charge on Purchases.   |
| <b>Method of Computing the Balance for Purchases</b>        | 2-cycle average daily balance (including new purchases).  |
| <b>Annual Fee</b>   | None.   |
| <b>Minimum Finance Charge</b>                               | \$0.50.   |
| <b>Late Payment Fee</b>                                     | \$35 on payments received more than 10 days   |

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| after the Payment Due Date.   |   |
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| Cash Advance Fee  | 3% of the Cash Advance with a minimum of \$3.00 |
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- Request a free e-mail subscription to Vanguard's Economic Week in Review, which recaps the week's key economic reports and assesses their impact on the financial markets.
- Request What's New at Vanguard, a monthly e-mail regarding Vanguard funds, services, and online resources, with additional updates whenever there's late-breaking Vanguard news.

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- Mail only my year-end statement.
- Continue to mail all my statements.

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Send me an e-mail when new reports and prospectuses are available online.

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- Stop mailing them
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#### Economic Week in Review

Send via e-mail.

#### What's New at Vanguard

Send via e-mail.

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- Statements and checkwriting images for Individual accounts are available online approximately 8 days after the end of each statement period. *In the Vanguard®*, our quarterly shareholder newsletter, lets you know when new statements, fund reports, and prospectuses will be available. *Trade Winds™*, our newsletter for Vanguard Brokerage Service® clients, also notes when new statements are available.
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- If you've elected to receive e-mail notification when a new statement, fund report, or prospectus is available online, Vanguard or VBS® will notify you by sending an e-mail to your address of record as soon as the statement, fund report, or prospectus is available. The e-mail will contain a hyperlink to the document on Vanguard's website. Simply enter your Vanguard user name and password to access the document after clicking on the hyperlink.  
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- Log on to Vanguard's website for up-to-date information about your accounts. (You may want to download and/or print your statements for your records.)
- Expect to receive a paper copy of your statement, fund report, or prospectus by mail in the following situation. If an e-mail is returned to Vanguard as "undeliverable," we will resend the e-mail twice, for a total of 3 attempts in 24 hours. If the notice is returned after the third attempt, we will send a paper statement, fund report, or prospectus to your postal address of record.

## Duration of Election and Consent

This election and consent will apply to all Vanguard and VBS accounts registered under your Social Security number, and will be effective *indefinitely*, unless and until you revoke it or it is revoked by Vanguard or VBS.

To change your mailing preferences, or to revoke your election and consent:

- Log on to Vanguard's website.
- Click on "Change Web Profile" in the left navigation menu of the "Account Access" area of My Accounts, select "Mailing preferences for account statements and checkwriting images" and/or "Mailing preferences for fund reports and prospectuses," and choose to receive your statements and/or fund reports and prospectuses by U.S. mail.
- Allow one business day for Vanguard or VBS to process your revocation. In the interim, you may still receive electronic notices (rather than paper documents).
- Vanguard will not impose any fees or charges if you revoke your consent and elect to receive paper copies of your statements and/or fund reports and prospectuses.

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Although Vanguard will not charge you a fee to use our online document service, you could incur expenses—such as Internet service provider fees—when you access information online.

Also, there are possible risks associated with electronic delivery. On rare occasions, problems may arise, such as e-mails failing to transmit properly, hyperlinks to statements failing to function properly, or your Internet service provider experiencing system failure.

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I hereby acknowledge that I have carefully read the terms and conditions above, that I understand and agree to them, and that I consent to electronic delivery. I also agree that I will maintain a valid e-mail address and will continue to have access to the Internet. If my e-mail address changes, I agree to notify Vanguard of my new e-mail address immediately by logging on to Vanguard's website, clicking "Change Web Profile" in the left navigation menu of the "Account Access" area of My Accounts, selecting "E-mail address," and submitting my new e-mail address to Vanguard.

**By clicking "Finish," I certify that the information I've provided in the registration process is correct and that I'm authorized to act on the accounts I'm seeking to access.**

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