

TERMS OF USE/ONLINE SERVICE

Terms of Use/Online Services

Terms of use regarding online services are subject to the terms and conditions of the General Account Agreement.

Marsco Investment Corporation disclaims any warranty of any kind, whether express or implied, as to any matter whatsoever relating to this site or the services provided hereby including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. References herein to any security, mutual fund, or other product are not a recommendation to buy, sell or hold that or any other security. No warranty is made with respect to the accuracy, timelines or suitability of the content of other sites to which this site links, and Marsco Investment Corporation takes responsibility for such sites. A link from this site to another service or site outside this site is not an endorsement of the service or site, its content, or its sponsoring organization or entity.

I agree that I am the exclusive owner and solely responsible, jointly and severally, for the confidentiality and protection of the password, account number and my PIN that allows me access to Marsco's electronic trading site. I am responsible for all activity in my account whether I knowingly or unknowingly provide my account number, password or PIN to another entity. I agree to hold Marsco harmless if this entity provides instructions to Marsco that may be contrary to my instructions. I agree to monitor my account, address and e-mail and immediately notify Marsco of any loss, theft, or unauthorized use of my password, account number, and/or PIN.

I understand that there can be delays in the reporting of executions and in the event of a delayed report, I am responsible for all trades entered. Marsco shall not be held responsible for the accessibility of, transmission quality or power outages of any telephone circuits, computer software or systems. In the event of system interruptions, Marsco provides alternative mediums for entering orders, through either touchtone telephone or a registered representative at a remote location. Be advised that during system interruptions, call volume can be heavy. Marsco does not guarantee that access to any of the alternative mediums will be available at a particular time and will not be held liable for delays in entering and orders.

I agree and give my consent for Marsco to provide me with electronic delivery of confirmations, statements and other notices. Such documents will provide the same essential information as a hardcopy version. I understand that it is my responsibility to review the Marsco website, confirmations, statements, notices, margin and maintenance calls whether delivered in hard copy format or electronically. It is my responsibility to provide Marsco with a current and valid e-mail address. Unless Marsco receives immediate notice that an e-mail was not delivered, Marsco's e-mail will constitute effective delivery or notice of a communication and fulfills their obligation to provide me with written documents. I acknowledge that I am responsible for reading messages displayed on the trading site, which contains important information affecting my account.

Marsco will send all notices applicable to my account to my mailing address, Marsco website address at www.marsco.com or, if applicable, my e-mail address. Any communication sent to my mailing address and/or electronically is considered delivered to me personally, regardless of whether I receive it or not. I agree to inform Marsco of any changes in my mailing address or e-mail address. Regardless of whether I receive an e-mail notification, I agree to check www.marsco.com regularly for up-to-date information and to avoid missing time-sensitive information. I agree that I can download and save or print the account communications for my records. If an e-mail notification fails to transmit properly, I may access the Marsco website to view account communications and messages.

I acknowledge that Marsco's primary method of communicating with me will be by posting information to servers that I may access from my account with Marsco online.

Market information is provided by or through Marsco, various securities markets and other information providers (collectively, the "Information Providers"). I understand that the accuracy, completeness, timeliness or correct sequencing of the Information is not guaranteed. The Information is provided for informational purposes only and is not intended for trading purposes or as a guarantee of a particular price. Neither Marsco, nor any Information Provider, will be liable for (a) the accuracy, completeness, timeliness or correct sequencing of the Information, (b) any decision made or action taken in reliance upon the Information or the Services, or (c) interruption of any data, Information or aspect of the services.

I agree that when placing an order for a transaction through the Services it is entirely my responsibility to follow all instructions and to enter all information carefully and accurately. I will check the order status page of the web site to establish that my order has been entered into the system. I understand that there is no guarantee that an order will be executed within a certain time, or that a price that is provided in the Information will be available when my order is executed.

I agree that Marsco may modify this agreement from time to time in its sole discretion and that my use of the Services after any such modification shall constitute acceptance of such modification.

I understand that there may be 'links' throughout the site that will direct me to other web sites over which Marsco has no control, and for which Marsco has no liability whatsoever. It is entirely my responsibility to monitor the 'URL' address at each link to determine when I have left Marsco's website.

I acknowledge that neither the Services nor any Information is intended to supply investment, tax or legal advice. Although the Services and Information may provide access to recommendations about how to invest and what to buy, none of these recommendations are developed or endorsed by Marsco. Marsco is not recommending through the Services any security or investment product or service. Marsco does not offer any advice regarding the nature, potential value or suitability of any particular security transaction or investment strategy. No Information constitutes an offer to buy or sell securities. I acknowledge all orders are entirely at my sole risk, and I will not rely on the Services or any Information in making investment decisions.

Extraordinary Circumstances- Marsco will not be liable for any act or omission the cause of which is beyond Marsco's control, such as acts of God, network or communication problems, labor difficulties or weather conditions.

Privacy Policy – I understand that all personally identifiable information I provide through the Services will be subject to the Privacy Policy posted on this site.

Limitations of Liability – I understand that my access to and use of the Services and Information is at my sole risk.

Day trading – By providing online trading services for customers, Marsco does not promote, recommend, or endorse day trading (purchasing and selling the same security on the same day). I agree to read the "Day Trading Risk Disclosure Statement" located on the Marsco website and in this agreement.

Use of "cookies" – Marsco may utilize the use of "cookies" in order to monitor the manner in which users navigate through our website.

