

## Consent to Use Electronic Records and Signatures

We want to ensure you have all of the information you need to effectively manage the brokerage account(s) you have opened with us. We are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. We may provide this information to you electronically instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. So, before you use our Electronic Services, you must review and consent to the terms outlined in this consent.

In this consent:

- “Introducing Firm” means the broker-dealer firm with which you have opened your brokerage account.
- “We,” “us,” and “our” means the Introducing Firm and its clearing agent, First Clearing (a tradename of Wells Fargo Clearing Services, LLC).
- “Account” or “Accounts” mean each and every brokerage account you have open with us, either now or in the future.
- “You” and “your” mean the person giving this consent, and also each additional Account owner, authorized signer, authorized representative, delegate, product owner, and/or service user identified on any Account that you apply for, use, or access.
- “Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.
- “Electronic Service” means each and every product and service (including any Account) we offer that you apply for, use, administer, or access using the Internet, a website, email, messaging services (including text messaging), and/or software applications (including applications for mobile or hand-held devices), either now or in the future.
- The words “include” and “including,” when used at the beginning of a list of one or more items, indicate that the list contains examples. Such lists are not exclusive or exhaustive, and the listed items are only illustrations. They are not the only possible items that could appear in the list.

### **1. Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing.**

At our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). Examples of the types of Communications that we may send as Electronic Records under this consent include trade confirmations, statements, Account disclosures (including, but not limited to disclosure documents, privacy notices and other available disclosures), tax forms, and other notices regarding your Account(s). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways, including by email or by making documents available online. In some cases, you will be able to choose whether to receive certain Communications electronically, on paper, or both.

We may always, at our sole discretion, provide you with any Communication in paper form, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in paper form. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

## **2. Your option to receive paper copies.**

If we provide Electronic Records to you, and you also want a paper copy, you may contact your financial professional identified on your Account statement and request a paper version. You will not be charged a fee for the paper copy. Requesting a paper copy will not affect your participation in the electronic delivery of documents.

## **3. Your consent covers all Accounts.**

Your consent covers all Communications relating to any Account. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Account. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new Account, your decision does not mean you have withdrawn this consent for any other Account.

## **4. You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.**

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of your access to our Electronic Services, including online Account access. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you are receiving online Account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or another courier. You will not be charged a fee for receiving paper documents.

To withdraw your consent, you must contact us at [1-877-488-3748](tel:1-877-488-3748)

## **5. You must keep your email or electronic address current with us.**

You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by signing on to access your Account online, going to the Customer Service tab and clicking on Email Preferences to update the email address, and then going to the Document Delivery Preferences tab to select the updated email as the email address at which to deliver electronic documents and notifications.

## **6. Hardware and software you will need.**

To receive Electronic Records, you must have access to:

- a Current Version\* of an Internet browser we support, including Chrome, Firefox, Safari, or Internet Explorer,
- a connection to the Internet,
- a Current Version\* of a program that accurately reads and displays PDF files (such as Adobe® Reader®), and

- a computer and an operating system capable of supporting all of these stated requirements. You will also need a printer if you wish to print and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address. In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By “Current Version,” we mean a version of the software that is currently being supported by its publisher. The following link includes more information on the browsers we currently support and related system requirements: [Technical Requirements](#).

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

## **7. Changes to hardware or software requirements.**

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

## **8. Your enrollment in Electronic Services using our equipment.**

If you enroll for an Electronic Service through one of our representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use Electronic Records and signatures under the terms of this consent.

## **9. Communications in languages other than English.**

Please note, we may be unable to fulfill and service Accounts in a language other than English. Future Communications may be in English only. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to have any future English Communications explained to you. To the extent any Communication is provided to you in a language other than English, you agree that the English version is always the controlling Communication.

**By providing your consent, you are also confirming that you have the hardware and software described in this consent, that you are able to receive and review Electronic Records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other Account owners, authorized signers, authorized representatives, delegates, product owners, and/or service users identified with your Accounts.**