

# WOODWAY

## FINANCIAL ADVISORS

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### A T R U S T C O M P A N Y

#### **Woodway Financial Advisors Online Access Agreement**

Welcome to Woodway Financial Advisors Online. This agreement governs your use of Woodway Financial Advisors Access and supplements any other account agreements you may have with Woodway Financial Advisors which otherwise remain in full force and effect. By accessing Woodway Financial Advisors online access, you agree to the terms of this Agreement. You may review this Agreement at any time by clicking on the “Woodway Financial Advisors My Account Online Agreement” link appearing on the Client Login screen.

#### **Accessing Woodway Financial Advisors Online**

At the time you initially access your account through Woodway Financial Advisors Online, you will be required to establish a personal password for future access. Your personal password, which you agree to safeguard, will help ensure the security of your account information. Only one password may be assigned to your account, but you must change it every 90 days. If you forget your password, believe someone has obtained unauthorized access to your password, or think there may be an inaccuracy in your account information, immediately contact your account administrator at (713) 683-7070. For security and administrative purposes, Woodway Financial Advisors reserves the right to terminate your access at any time and without prior notice.

#### **Account Information Available on Woodway Financial Advisors Online**

The account information shown on Woodway Financial Advisors Online is not the official record of your Woodway account. It is provided to you as a convenience and for informational purposes only. Woodway Financial Advisors provides regular statements, confirmations of transactions, and certain other year-end information to you. Your Woodway Financial Advisors Account Statement remains the official record of your account.

Although account information in Woodway Financial Advisors Online is generally updated as of the prior day’s close of business, it is subject to adjustment, correction, and certain limitations. For example, some information that you receive on your Woodway Financial Advisors Account Statement is not currently available through Woodway Financial Advisors Online. The account information provided through Woodway Financial Advisors Online should be carefully reviewed and, where possible, compared with your Woodway Financial Advisors Account Statement. Information used for year-end reporting should be verified by your tax adviser.

## **E-mail Confirmation**

Internet e-mail has limitations. For example, it may not be delivered, it may not be delivered in a timely manner, and it may not be secure. Accordingly, you agree that you will not use e-mail to request or authorize a “buy” or “sell” order of any security. If you send such a request, or instruction via e-mail, it will not be processed until your Administrator can contact you to confirm your instructions or obtain appropriate written documentation where necessary.

The security or privacy of your e-mail, whether business related or personal, is not guaranteed. You should not send via email any sensitive or confidential information, such as account numbers, PIN numbers, credit card numbers, or Social Security numbers. All e-mail messages sent by or to your Administrator will be recorded and are subject to review by managers, compliance personnel, and regulatory examiners.

## **Disclaimer of Warranty and Limitation of Liability; Amendments**

**WOODWAY FINANCIAL ADVISORS ONLINE, AND YOUR ACCOUNT INFORMATION IS PROVIDED “AS-IS,” “WITH ALL FAULTS” AND WOODWAY FINANCIAL ADVISORS MAKES NO WARRANTIES, TERMS OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES OR THE SUITABILITY, LEGALITY OR ACCURACY OF SUCH SERVICES THEREFOR. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WOODWAY FINANCIAL ADVISORS EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, TERMS OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.** Neither Woodway Financial Advisors, nor any of its directors, officers, or employees will be liable or have any responsibility of any kind or any loss or damage that you incur arising from or in connection with:

- any termination, failure, or interruption of the transmission of account information or market data;
- any delay, error, or modification in the transmission of account information or market data;
- any termination or interruption of your access to account information or market data;
- your reliance on or use of any account information;
- any breach of security due to your failure to maintain the confidentiality of your password;
- any e-mail requests, orders, or instructions you send, or the interception by third parties of any requests, orders, or instructions you send via e-mail
- any act or omission of Woodway Financial Advisors in making Woodway Financial Advisors Online available to you; or
- any other cause relating to your access to or use of Woodway Financial Advisors Online

IN NO EVENT WILL WOODWAY FINANCIAL ADVISORS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RELATED IN ANY WAY TO YOUR USE OF WOODWAY FINANCIAL ADVISORS ONLINE, EVEN IF: (A) SUCH DAMAGES ARE REASONABLY FORESEEABLE; OR (B) WOODWAY FINANCIAL ADVISORS OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

No amendment, change, or waiver of this Agreement by any Woodway Financial Advisors employee or representative is authorized or permitted. Woodway Financial Advisors reserves the right to amend this Agreement unilaterally from time to time. Your continued use of Woodway Financial Advisors Online following notification of any such amendment will constitute your acceptance of the amendment. You agree not to attempt to connect to Woodway Financial Advisors Online, to use the services of Woodway Financial Advisors Online, or to view any of the account information available through Woodway Financial Advisors Online if you do not agree with the terms of this Agreement.

### **Miscellaneous**

This Agreement will be governed and construed under the laws of the state of Texas without regard to its conflict of law principles, regardless of whether you reside in Texas or transact business with Woodway Financial Advisors in Texas. Nothing in this Agreement creates any rights or protections that you are not already entitled to by law. If any part of this Agreement is held invalid or unenforceable, that part will be deemed modified as necessary to make it effective, and the remaining provisions of the Agreement will remain in effect.