



**Southwest Securities, Inc. and/or Broker/Dealers for which it clears**  
Southwest Securities, Inc. Member NYSE/NASD/SIPC

## On-line Usage Agreement

For purposes of this On-Line Usage Agreement, "you" refers to the owner (or in the case of a joint account, co-owners) of an account or account(s) with \_\_\_\_\_ ("Correspondent"). "SWS" refers to Southwest Securities, Inc., which acts as clearing agent for Correspondent, and "we," "us" and "ours" refers to SWS and Correspondent and each of them. Upon authorization by Correspondent and SWS, you may be authorized to access a website (the "Site") to view information concerning your account and/or to conduct on-line trading and other activities with respect to your account(s). The services provided to you by SWS hereunder are referred to as the "Services", and the InvestorView™ software, and any other software provided to you for the purpose of conducting on-line trading and other activities with respect to your account(s), is referred to as the "Software". (InvestorView™ is a trademark of Comprehensive Software Systems, Ltd.) In consideration of SWS authorizing you to use the Site and the Services, you hereby agree to the terms and conditions set forth in this Agreement.

**1. Account Holder.** You certify that you have previously established account(s) with us, and have signed and entered into Account Agreement(s) (Customer Agreement, Joint Account Agreement, Margin and Short Account Customer Agreement and /or Customer Option Agreement) with us, and that the terms of such agreement(s) are incorporated herein, including but not limited to provisions relating to arbitration and limitations of liability.

**2. Use of Software.** Your use of the Software is strictly limited to personal use, in object code form only, of a single authorized copy, together with any documentation ("Documentation") therefor; provided that your copy of the Software is (1) used on only one processor at any one time, (2) used by only one user at any one time, and (3) used only for the purpose of viewing account information, and if authorized, conducting on-line trading and other activities with respect to your account(s) with us. You agree that you shall immediately cease to use the Software in the event that your account(s) are closed, your authorization to use the Software and access the Site is terminated for any reason, or you are requested by us to cease use of the Software. If any of these events occur, you agree to immediately delete all copies of the Software from the processor on which it has been installed, and to destroy or return to SWS all copies of the Software in your possession on a Diskette or other media.

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**3. Financial Information.** Financial and other information ("Information") displayed on the Site and through use of the Software (including but not limited to market data and messages disseminated by or to any party) is provided by participating securities exchanges, other third parties and, in certain limited instances, by SWS or its affiliates (together, the "Information Providers"). You acknowledge that the Information is the property of the Information Providers and is protected by copyright or contractual restrictions on its use, or both. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of SWS and the Information Providers. Notwithstanding the foregoing, and provided that such does not conflict with your contractual obligations to the Information Providers, you may make single copies of Information displayed through your use of the Software and access to the Site, so long as the copies retain the copyright or other notices contained on or associated therewith, and so long as such copies are only for your own personal, non-commercial use.

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SOME STATES DO NOT PERMIT LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THAT THESE DISCLAIMERS AND LIMITATION MAY NOT APPLY TO YOU.

**5. Responsibility for Password.** You acknowledge that you have received certain passwords (such as Username, login password and/or trading password) which provides access to your account and that you are the sole and exclusive owner and the only authorized user of such password(s). You accept sole responsibility for the confidentiality, protection and use of such password(s), as well as for all orders and information changes (such as address changes) entered into your account(s) using your password(s). You acknowledge and agree that you will be solely responsible for all order, information changes and other transactions entered into the Service using your password(s), and that SWS will deem all orders and transactions so received to have been received from you.

**6. Responsibility for Monitoring Account.** You accept full responsibility for monitoring your account. You agree, as a condition to your use of the Software, the Site and the Service, that you will immediately notify SWS if (a) an order has been placed through the Service and you have not received an order number or an accurate acknowledgement of the order or of its execution (whether through mail, electronically or verbally) (b) you have received acknowledgment, (whether through mail, electronically or verbally) of an execution for an order which you did not place, or any inaccurate or conflicting report concerning your account balances, securities positions or transaction history; (c) you have not received an accurate written confirmation of an order or its execution within five (5) business days after transmitting the order through the Service; or (d) you become aware of any loss, theft or unauthorized use of your password(s) and/or account number.

**7. Orders.** You acknowledge and agree that not all trades will be executed concurrently with the orders placed. **You acknowledge and agree that you will receive the price at which your order executes in the marketplace, which may be different from the price at which the security is trading when you enter your order.**

**8. General.** If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. You agree that SWS may modify or alter the Software, the Site or the Services at any time, in whole or in part, without notice. You further agree that SWS may modify the terms and conditions of this Agreement at any time upon providing notice to you via mail, electronic communication or publication on the Site. Except as specifically provided herein, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless agreed to in writing by an authorized officer of SWS. This Agreement, together with all other written agreements between you and SWS related to your account(s) and terms contained on statements and confirmations sent to you, contains the entire understanding and agreement between you and SWS concerning the subject matter of this Agreement. The heading of each provision of this Agreement is for descriptive purposes only, and shall not be deemed to modify or qualify any of the rights or obligations set forth in such provision. This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without reference to the choice of law provisions thereof.

\_\_\_\_\_  
Applicant's Printed Name

\_\_\_\_\_  
Co-Applicant's Printed Name

**X** \_\_\_\_\_  
Applicant's Signature Date

**X** \_\_\_\_\_  
Co-Applicant's Signature Date

**FOR BROKER USE ONLY**

\_\_\_\_\_  
Broker/Dealer Principal's Printed Name

**X** \_\_\_\_\_  
Broker/Dealer Principal's Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Correspondent Firm Name

\_\_\_\_\_  
Office Number