



Application  
TrustReporter Account Access

1. Subscriber Information

Name: First MI Last Social Security/Tax ID Number

E-mail Address

2. Account Information

I designate the following account(s) for my access using the TrustReporter service.

Account Number	Account Name
_____	_____
_____	_____
_____	_____
_____	_____

3. Signature

Yes, I want to subscribe to TrustReporter account access through the Internet. By signing below, I agree that I have read the TrustReporter Account Access Agreement and will comply with the terms and conditions therein.

Signature of Owner, Joint Owner, Custodian, Trustee, Authorized Officer Date

TrustReporter Remote Account Access Agreement

TrustReporter is an account access service that utilizes a personal computer in combination with a User ID and Password to obtain information regarding Client's portfolio at Alaska USA Trust Company (AUTC). The following terms and conditions govern the usage by Client to retrieve, review and print trust and investment account information (the "services"). Please read the terms and conditions of this agreement carefully. By indicating acceptance of these terms and conditions, Client acknowledges and agrees to be bound by the provisions of this agreement for the use of all services available. AUTC reserves the right to discontinue services in the event that Client does not comply with the terms and conditions contained herein.

- USER ID AND PASSWORD.** Client will be provided with a User ID and Password. Client is solely responsible for the maintaining the confidentiality of Client User ID and Password and AUTC will not be responsible for any breach of security caused by the failure to so maintain the confidentiality of Client User ID and Password. Client further agrees that Client will be responsible for all transactions and activities that occur as a result of Client disclosure of Client User ID and Password, whether or not such transactions and/or activities were authorized by Client. Client agrees not to provide Client account information to third parties and shall at all times be responsible and liable for any transactions or activities that occur on Client account. Client shall immediately notify AUTC in the event of any unauthorized use of Client account or if Client becomes aware of any other breach of security.
- ACCOUNT DATA.** All account data is provided as a convenience and for Client information, but is not the official record. Client statement remains the official record. Account data provided through online services is generally updated on a daily basis and is subject to adjustment and correction.
- LIMITATION OF LIABILITY.** AUTC will take reasonable security precautions to safeguard data and communications (including reasonable precautions to safely and securely transmit confidential information over the Internet). Client hereby acknowledges that AUTC hereby disclaims and Client hereby agrees that AUTC shall not be liable for the interception of any such data or communications. Client further agrees that neither AUTC nor any third party working with AUTC to provide services hereunder shall be responsible for any damages caused by communications line failure, systems failure or other occurrences beyond AUTC control, or resulting from the theft by any third party who gains access to Client account by use of Client User ID and Password.
- LICENSE TO USE THE SERVICES / COSTS OF ACCESSING THE SERVICES.** Effective upon acceptance of this Agreement, AUTC hereby grants Client, a personal, nonexclusive, nontransferable, revocable license to access and use the services for Client non-commercial use. Client shall have no right to sell, resell, reproduce, duplicate, copy, distribute, create derivative works or exploit for commercial purposes, any portion of the services. Client is solely responsible for obtaining all equipment and approvals necessary for connection to the World Wide Web and all charges associated with such connection, including but not limited to obtaining a PC and modem or other access device, having access to the World Wide Web and phone service charges.

5. **PROPRIETARY RIGHTS.** AUTC, and to the extent that portions of the services are provided by third parties, these third parties shall retain all right, title and interest to the services including all copyrights, trademarks, patents and all other intellectual property rights thereto, including without limitation with respect to all technology and account information or passwords used in connection with or provided as part of the services. Client may not, nor allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the services for any purpose whatsoever. Client further agrees that Client will not allow any third party to access the services for any purpose whatsoever. The copyright notices and other proprietary legends shall not be removed from the services and no right to use any trademark is granted under this Agreement. Client may not grant any sublicense, lease or other right in the services to any third party. AUTC expressly retains all rights in the services that are not specifically granted under this Agreement.
6. **TERMINATION.** Client may terminate rights to access the services at any time by contacting AUTC. AUTC reserves the right to require written notice of Client's desire to terminate account. Following any such termination, Client agrees that Client will immediately cease to attempt to use the services. AUTC reserves the right to decide, in AUTC sole discretion, to restrict, suspend, terminate or modify the services with or without notice. AUTC may do so in order to maintain the services, improve the services, to prevent fraud or for any other reason. It is hereby understood by Client that AUTC shall not be liable to Client or any third party for any reason related to or arising from the termination of this Agreement, from AUTC decision(s) to restrict, suspend, terminate or modify the services or arising from the limiting, delaying, denying access to or any decision to cease providing access to the services to some or all of AUTC Clients, whether such limitation, delay, denial or the cessation of services is within AUTC control.
7. **WARRANTY DISCLAIMER.** The services provided hereunder are provided "as is" and "as available" and except to the extent that warranties are expressly granted within this agreement, no warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose or any similar warranty whether said warranty arises under provisions of any law of the United States or any state thereof are granted to AUTC Clients or any third parties. AUTC makes no representations or warranties that the services are free of rightful claims of any third party for infringement of proprietary rights. AUTC makes no warranty that the services will meet Client's requirements, or that the services will be uninterrupted, timely, secure, error free or that any defects in the services will be corrected. It is further agreed and understood that AUTC does not warrant the accuracy or reliability of the results obtained through AUTC of the services or any data or information downloaded or otherwise obtained or acquired through the use of the services and it is hereby acknowledged by Client that any data or information downloaded or otherwise obtained or acquired through the use of the services is to be used at Client's sole risk and that the entire risk associated with the use of the services and the results and information derived therefrom shall be borne solely by the Client.
8. **LIMITATION OF LIABILITY.** In no event shall AUTC or any party providing or supplying AUTC with any portion of the services be liable to Client or any third party for special, indirect, incidental or consequential damages whether arising under contract, warranty, or tort (including negligence or strict liability) or any other theory or liability arising from or in any way related to Client's usage of the services or of information derived therefrom.
9. **INDEMNIFICATION.** Client hereby agrees to indemnify AUTC, AUTC directors, officers, employees, agents and any and all parties that have supplied / do supply AUTC with portions of, or otherwise support the services from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from any negligent acts, omissions or the willful misconduct of AUTC Clients, AUTC Client's use of the services and / or any breach of the terms and conditions of this Agreement by the Client.
10. **INTERNATIONAL USE.** AUTC makes no representation that materials are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Client agrees to comply with all applicable foreign and domestic laws, rules and regulations regarding the transmission of technical data exported from or imported to the United States or the country in which the Client resides.
11. **GENERAL.** This Agreement shall be construed in accordance with the laws of the State of Alaska without regard to its conflict of law provisions. Each party submits to the exclusive jurisdiction of the state and federal courts located in Alaska and irrevocably waives any right such party may have to assert that such forum is not convenient or that any such court lacks jurisdiction. Client agrees and acknowledges that any breach of the provisions regarding Proprietary Rights or the appropriate usage of the services contained in this Agreement shall cause AUTC irreparable harm and that AUTC may, therefore, obtain injunctive relief as well as seek all other remedies available to AUTC in law and in equity. The license granted to Client in this Agreement is personal in nature and Client shall not transfer or assign this Agreement or his or her rights under this Agreement. Any purported transfer or assignment in violation of this section is void. The failure of AUTC to exercise AUTC rights under this Agreement will not be construed as a waiver of such rights, nor will it in any way affect the validity of this Agreement. The provisions of this Agreement relating to intellectual property ownership, restrictions on use or disclosure of the services, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason.
12. **PRIVACY POLICY.** AUTC shall treat as confidential and shall not disclose or otherwise make available the personal account information or other data received by AUTC from Client to any person, other than employees, agents, contractors or affiliates of AUTC or Client. AUTC shall instruct such employees, agents, affiliates and contractors to keep the same confidentiality by using the same care and discretion that AUTC uses with respect to its own confidential information. To effect the purposes of this agreement, Client may provide AUTC with information or access to information concerning persons or entities that obtain financial products or services from Client. AUTC acknowledges that its right to use and redisclose non-public personal information concerning Client (the "Information") is limited by the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138) (the "GLB Act") and its implementing regulations and other federal and state laws and regulations regarding privacy and the confidentiality of customer records. To protect the privacy of Information AUTC agrees that it shall:
  1. Limit access to the Information to AUTC employees and agents who have a need to know to carry out the purposes for which the Information was disclosed.
  2. Use Information solely to carry out the purposes for which the Information was disclosed and for no other purpose.
  3. Safeguard and maintain the confidentiality of the Information and not directly or indirectly disclose the same to any other person or entity in violation of (i) Title V of the GLB Act and its implementing regulations as the same may be amended from time to time and (ii) other applicable federal and state laws and regulations regarding privacy.

For Internal Use Only Identification Type, Number, Expiration Date, and Issue Date	Account Number Assigned	Accepted By/Date

P.O. Box 196757, Anchorage, AK 99519-6757

**■ For assistance:** (907) 562-6544 · toll-free (888) 628-4567 · fax: (907) 929-6867 · [www.alaskausatrust.com](http://www.alaskausatrust.com) · [trust@alaskausa.com](mailto:trust@alaskausa.com)