



## **Electronic Access Agreement**

Your use of Sterling Administration's Internet-enabled transaction services to access accounts or records held by Sterling Administration and direct certain activities on your account will be governed by this Electronic Access Agreement ("Agreement").

Please read this Agreement carefully before clicking the "**I ACCEPT**" button, which indicates your agreement to abide by the terms and conditions of this Agreement in order to complete online transactions with Sterling Administration.

By clicking the "**I ACCEPT**" button, you acknowledge that:

- You have read and understood this Agreement.
- You will register with Sterling Administration through the entry of both a Username and Password.
- Your registration with Sterling Administration confirms your acceptance of and agreement to be bound by the terms and conditions of this Agreement.
- You agree to conduct certain transactions with Sterling Administration by electronic means.
- You are aware that Sterling may terminate this Agreement at any time and that electronic access to your accounts or records may also be terminated.
- **You also agree to the following terms and conditions:**

## **Electronic Access Terms and Conditions**

### **Electronic Signature**

Electronic access requires an Electronic Signature, which consists of the Username and Password you supply and other security measures Sterling Administration may implement. Your Electronic Signature is automatically created when you successfully complete the registration process.

You, as a user of Sterling Administration's Internet-enabled transaction services, are solely responsible for keeping your password secret and confidential and for selecting a password which cannot be easily determined by others.

### **Your Liability**

You agree that use of your Electronic Signature as set forth above is the legal equivalent of your written signed instructions to Sterling Administration. You also agree to be bound by and liable for all use of your Electronic Signature, including unauthorized use by other persons without your knowledge or consent.

You are aware that Sterling Administration is under no obligation to confirm the actual identity or authority of any user of your Electronic Signature or any of its components.

## **Protection of Electronic Signature**

You, as a user of Sterling Administration's Internet-enabled transaction services, agree to keep your Electronic Signature and all of its components secret and safe to prevent unauthorized use. This includes, but is not limited to:

- memorizing and keeping safe and private the Username and Password included in your Electronic Signature;
- avoiding selecting number combinations which may be easy for someone else to guess (such as 1, 2, 3, 4) or which are easily associated with you (such as your birth date, address, and so on);
- avoiding selecting any part of another password, PIN, or code that you use for any other purpose;
- taking all necessary precautions to ensure that no one learns any component of your Electronic Signature, including detection by others when you are keying an online transaction.

## **Verification**

Sterling Administration may, for its protection and without any obligation to you, require verification before accepting any Sterling Administration registration logon.

## **Sterling Administration Not Liable**

Sterling Administration may cancel or restrict use of its Internet-based transaction services or Electronic Signature without notice to you, the user. Sterling Administration has no liability for damages or harm which you may incur or experience as a result of any non-acceptance, delay, or restriction in implementing your account or transaction instructions, nor for any unavailability, malfunction, cancellation, restriction, or withdrawal of its Internet-based transaction services or any portion of such services or any device associated with them.

You are familiar with and have read the provisions of California Civil Code Section 1542 as set forth in this paragraph and expressly waive to the fullest extent of the law any and all rights you may otherwise have under the terms of that Code Section, which reads as follows:

**"A general release does not extend to claims which the creditor does not know of or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."** (California Civil Code Section 1542; General Release Extent)

## **Sterling Administration Access**

The Sterling Administration account and record information accessible through Sterling Administration's Internet-based transaction services are those which have been specified in advance by Sterling Administration and to which Sterling Administration allows electronic access.

## **General**

The terms and conditions of other agreements relating to any other business you may

have with Sterling Administration remain in force except as expressly altered by this Agreement. If there is a conflict between any provision of those other agreements and this Agreement, those other agreements prevail.

For electronic access to Sterling Administration's Internet-based transaction services by a personal computer (PC) you, as a user of the services, assume complete responsibility to keep secure from unauthorized access any information stored on the PC, on a disk or other removable media, or any associated equipment.

### **Use of Cookies**

Cookies are text files placed on your computer's hard drive by the server (a type of computer). There are two kinds of cookies.

- A **session cookie** is one that continues to operate only for the duration of the browser session. When the user shuts down the browser the cookie is released and goes away.
- A **persistent cookie** continues to operate after the close of the individual session. Shutting down the browser causes the cookie to be written into a special cookie file on the user's computer, so that the next time the user visits the Web site that generated the cookie, the cookie will be sent to the Web site's server again.

Cookies are not executable programs and do not affect your computer except as described above. **Sterling Administration uses a session cookie to enable electronic transactions.** This cookie is used for no other purpose. You can prevent any cookies from being sent to your computer system by using the browser options. However, if you do so or already have your browser set to do so, you may not be able to process Sterling Administration Internet-based transactions electronically.