

by order of any civil authority, or other causes beyond your control.

17. **Death.** If you, in the event of death of either party to my/our common account, and in reliance upon this instrument, deal with or in any manner pay, deliver to, credit or trust either party to such common account, any and all deeds and things done or suffered by or for either party to such account or in their names and on their behalf shall, as to you, be binding upon the parties to such common account, their representative(s) assign(s), heirs and successors-in-interest.
18. **Litigation.** It is agreed that in the event of any controversy or litigation arising out of this Agreement, your books shall be final and conclusive evidence of the amount due to you. You shall be entitled to reimbursement for all actual expenses of litigation as well as attorney's fees and cost of suit, all of which shall be in amount equivalent to not less than twenty five percent (25%) of the total amount of my/our indebtedness then outstanding to you. Venue for litigation shall be in the proper courts of Makati, and I/we hereby waive any other applicable venue.
19. **Invalidity.** If any provision in this agreement shall be held unenforceable by any court or self-regulatory agency, the invalidity shall be limited to such provision while other remaining provisions shall not in any way be affected.
20. **Revocation.** This agreement shall continue until a signed notice of revocation is received by me/us or from me/us, and in the case of such revocation, it shall continue to be effective as to transactions entered into prior thereto. I/we understand that you may at any time, at your sole discretion and without prior notice to me, prohibit or restrict my/our access to the use of the Website or related services and my/our ability to trade. You may terminate my/our account at any time for any reason and without prior notice to me. The closing of an account will not affect the rights and/or obligations of either party incurred prior to the date that the account is closed.
21. **Amendment.** Upon justifiable reason and subject to the approval of USI, you shall be entitled to request to amend the terms of this Agreement, in whole or in part, with advance notice through the Online Trading Facility or in writing. Reference to these "Terms and Conditions" and to any particular condition, in these "Terms and Conditions" shall be interpreted to mean these Terms and Conditions or that particular condition respectively, as changed from time to time in accordance herewith. For amendments to the Terms and Conditions, specifically for the imposition of service charges/fees or changes in commission rates, I/we understand that the change(s) shall take effect at least sixty (60) days after due notice has been given to me/us through the Website, through email or at my/our last known address. Information by regular mail, statement of account messages, electronic mail, fax, Website information, courier delivery and/or other alternative modes of communication shall be considered sufficient notice. And my failure to manifest or register my/our objection to the change(s) in writing within thirty (30) days from receipt of the notice or knowledge of the change(s) shall be deemed to constitute acceptance of such changes. To conform with its business and operational needs, USI may, subject to prior notice, may revise the manner of payment and rates of the fees and charges on its products and services.
22. **Effectivity.** This Agreement shall take effect upon the date of signing, as indicated below. This Agreement shall inure in favor of your successors and assigns and shall continue until a signed notice of revocation is received.

I/we shall be deemed to have read, understood and agreed to be bound by these Terms and Conditions.

CONFORME

| Signature over Printed Name | Date |
|---|--|
| Fees and Charges | |
| Type | Rate/Amount |
| Purchase | |
| Commission* | 0.25% of the trade value |
| Prevailing VAT Rate | 12.00% of the commission |
| Transaction Fee | 0.005% of the trade value |
| SCCP Charges | 0.01% of the trade value |
| EW Tax (For Institutional Clients) | 10% of the commission |
| Sale | |
| Commission* | 0.25% of the trade value |
| Prevailing VAT Rate | 12.00% of the commission |
| Transaction Fee | 0.005% of the trade value |
| SCCP Charges | 0.01% of the trade value |
| EW Tax (For Institutional Clients) | 10% of the commission |
| Sales Tax | 0.50% of the trade value |
| Others | |
| Upliftment Fee (Certificate Request) | Php 220.00 per certificate |
| Lodgment Fee (Certificate Deposit) | Php 177.00 for the first certificate and additional Php 77.00 for every succeeding certificate (per stock basis) |
| EQTrade Fee (Securities Transfer: Broker to Broker) | Php 75.00 per company/stock |

*For accounts managed or serviced by the Company's Certified Securities Representatives, the applicable commission rate(s) may be higher than the minimum rate of 0.25%.



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Email Address: utrade@unicapital-inc.com
Member of the Philippine Stock Exchange Group

Online Trading Services Agreement

In this Agreement, "I/we", "me/us" and "my/our" refer to the individual(s), corporation(s) or party/ies who is/are the account owner(s), has/have an interest in the account(s), and consent(s) to be bound by the terms of this Agreement. On the other hand, "you", "your" and "USI" refer to Unicapital Securities, Inc., its employees, officers and directors. "Website" refers to www.utradeph.com or other sites authorized by Unicapital Securities, Inc.

References to the Securities and Exchange Commission (SEC or the "Commission"), the Philippine Stock Exchange (PSE or the "Exchange"), the Bangko Sentral ng Pilipinas (BSP), the Anti-Money Laundering Council (AMLC) and the Securities Clearing Corporation of the Philippines (SCCP) shall be deemed to refer also to their successors in interests and assigns.

The term "Securities" shall include any shares, stocks, debentures, funds, bonds, notes, and any rights, options or interests in or in respect of any of the foregoing certificates of interest or participation in any instruments commonly known as securities.

Unicapital Securities, Inc. is a registered SEC licensed stockbroker and a Trading Participant of the PSE.

In consideration of your acting as my/our stockbroker in the buying and selling of my/our account/s, I/we hereby consent to all the transactions being governed by the rules and regulations of the Philippine Stock Exchange, the Securities Clearing Corporation of the Philippines, the Securities and Exchange Commission, the Bangko Sentral ng Pilipinas, the Anti-Money Laundering Council, other customs and usages of the foregoing, and the following terms and conditions:

1. **Client Identification.** I/we am/are aware of your explicit policy that business transactions will not be conducted with me/us if I/we fail to provide satisfactory evidence of my/our identity upon opening my/our account with you. The signature(s) appearing on this form is/are true and official signature(s) of the account and may be used for verification of the said signature(s) at all times and for all purposes.
2. **Warranty of Information.** I/We represent and warrant that all information provided by me/us pursuant to this Agreement, including the Customer Account Information Form, is true, complete and accurate. In case of any change in said information, I/we shall inform you immediately. I/We also hereby authorize you to conduct such credit or background checks to verify any information provided by me/us, and to ascertain my/our financial situation and investment objectives.
3. **Buy and Sell Orders.** Any order made by me/us for the purchase or sale of securities shall be binding on me/us (i) upon making the order online through the Website, verbally (whether in person, through the telephone or other similar means), in writing (by fax, by telex or by e-mail), through the Short Messaging Service (SMS or text) or through an authorized person, and (ii) upon receipt of confirmation notice duly signed by your authorized officer or sent through the Website. You may rely or act upon such orders, and you shall not be liable for any loss or damage suffered by me/us, provided that you act in good faith.

You require at least 50% collateral in the form of cash or tradable stocks for securities I/we order to be purchased before your execution of the order, or in the case of securities to be sold, I/we understand that you require advance delivery of securities duly endorsed and cleared by the transfer office before your execution of the sell order. In the event a sell order is intentionally or inadvertently accepted and executed without the required stock certificates deposited in my/our account, I/we agree to immediately deliver to you the securities sold in good deliverable and negotiable form. I/we am/are responsible for any losses or expenses incurred by you as a result of my/our failure to make such delivery. In order to complete my/our short sale, you may need to borrow the security/ies I/we sold and did not own. I/we will be subject to a buy-back of the security for my/our account and at my/our expense. If the securities are bought in, I/we will be responsible for any resulting losses and all associated costs incurred by you.

The proceeds of all sales will be retained in my/our account unless I/we request otherwise.

You shall have the right, whenever in your sole or exclusive discretion, and whenever necessary for your protection, in the event that: (i) a petition for bankruptcy, or for appointment of a receiver is filed by or against me/us, or (ii) an attachment is levied against my/our account(s) with the Broker: (a) to close any or all outstanding orders, as well as, to sell any or all securities in my/our account(s), (b) to transfer money or securities from any one of my/our account(s) to another, and (c) to buy any or all securities which may be short in such account(s), all without the need of notice or demand for margin, additional security or collateral, or notice of sale or purchase, or any other notice or advertisement, all of which are hereby waived. Any such sales or purchases may be made at your discretion and you may be purchasers or sellers for your own account. Notwithstanding the foregoing, I/we shall, at all times, be liable for the payment of any amount owing on my/our account(s) with you upon demand and that I/we shall be liable for any deficiency remaining in any such account(s) in the event of the liquidation thereof in whole or in part by me/us or by you. For the purpose of buying, selling, or performing other acts pursuant to the above paragraph, I/we hereby irrevocably appoint you, your successors or assigns, as my/our attorney in fact with power to buy, sell or act, for any of my/our account(s) (whether carried individually or jointly with others), to agree upon the price of said securities, execute bills of sale, receipts, assignments of all my/our rights, title and interest to the purchaser(s) thereof. You are also authorized to deliver or accept delivery of the corresponding stock certificates and/or any portions of the securities held under any of my/our account(s) (whether carried individually or jointly with others) and herein pledged, to be transferred to your name or your nominee.

I/we understand that you maintain a "Customer First" policy. When you execute buy or sell orders for your own account, you will prioritize my/our orders.

4. **Fees and Charges.** I/we agree to pay the then current fees and charges upon my/our purchase and sale of securities. I/we acknowledge and agree that such commission rates and fees are subject to change at any time, with reasonable notice by posting such notice on the Website or by other means, and I/we agree to be bound thereby. Current fees and charges are listed on Annex A.
5. **Trading Periods.** I/we understand that currently, the PSE pre-open period is from 9:00 a.m. to 9:29 a.m., that trading hours are from 9:30 a.m. to 11:59 a.m., market recess from 12:00 nn to 1:29 p.m., market resumes at 1:30 p.m., and that the runoff period is from 3:20 p.m. to 3:30 p.m., Philippine time. These may change to any other periods that the PSE may otherwise prescribe. Orders given by me/us outside of these PSE periods (off-hours) shall be queued and posted on the next pre-open period on a first-come-first-served basis.
6. **Risks.** I/we am/are aware that all investments involve risk. In particular, investments in low priced securities, initial public offerings, or options may entail an increased risk of loss and may not be suitable to all investors. Losses may exceed the principal amount I/we invested. Additionally, the performance of a security does not guarantee future results or returns. I/we understand that all of my/our orders are based upon my/our investment decisions and are unsolicited and my/our sole responsibility and I/we will not hold, nor seek to hold you or any of your officers, directors, employees, agents, subsidiaries or affiliates, liable for any trading losses or other losses incurred by me/us.
7. **Confirmations, Account Statements and Other Notices.** I/we agree to accept confirmation of purchases and sales, and receive statements of account and other account information and related documents through my/our mailing address or at any such other addresses as I/we may hereafter give to you in writing or electronically through email or the Website. Or if I/we am/are a user of the Online Trading Facility, I/we agree to accept/receive the above mentioned

documents electronically through the Website. This is in line with the Security and Exchange Commission's grant of exemptive relief to USI from the Rule on Order Ticket [SRC Rule 52.1(7)]; the Rule on Confirmation of Customer Orders [SRC Rule 30.2(2)] and the Rule on Customer Account Statements [SRC Rule 52.1(8)] for its online clients.

8. **Settlements.** It is agreed that all securities purchased will be settled not later than 11:00 a.m. of the third trading day after transaction date, or the Settlement Date. It is further agreed that interest charges at the prevailing interest rate and penalties irrespective of their origin, including those that may be incurred by you shall be imposed for each day of my/our delayed payment and such securities purchased shall be registered in your name until such time that it is fully paid. In the event of my/our failure to pay, any upward or downward fluctuation in the market price shall be for my/our account and at my/our risk, until actually sold or disposed of. It is understood that the securities market is a rapidly changing market and attached are the inherent risks of incurring losses in securities transactions. Therefore, I/we hold you free and harmless against any and all costs, losses, damages, fines, penalties, and taxes which may arise out of the exercise of your powers and functions duly authorized. Furthermore, you are authorized at your own discretion to sell all or a portion of my/our securities which I/we guarantee to be free from any and all liens and encumbrances to cover unpaid orders or balances, without prejudice to your right to collect the remaining liability after the sell-out. All orders for the purchase of securities will be on cash basis unless T+3 settlement or margin trading is explicitly approved by you. My/our account must contain sufficient funds to cover the purchase price of the securities, your commission, and all the applicable costs attributable to me/us as the buyer. Any order inadvertently accepted and executed without sufficient funds in the account will be subject to cancellation or liquidation at your discretion. I/we am/are responsible for all of my/our orders, including any orders which exceed available funds in my/our account. If full funds are not available in the account and an order is processed, my/our payment via Bank Name direct pledge, wire, personal check, cashier's check or money order made payable to you must be promptly submitted to you to assure that such payment will be received and processed on or prior to 11:00 a.m. of the Settlement Date. If payment is not received by Settlement Date, or as market conditions warrant, my/our account may be liquidated, without prior notification. In the event that my/our account is liquidated, I/we will be liable for any resulting losses and all associated costs incurred by you.

You will receive dividends on my/our behalf, and will credit my/our account or issue a check within 30 days after the payable dates. I/we will be notified of any subscription rights received by you for my/our account. I/we agree that all of your payments will be made to the exact registered account name.

9. **Online Trading Facility.** The Terms and Conditions for the Online Trading Facility are incorporated by reference herein and are made an integral part of the general Terms and Conditions as if fully set forth herein:

9.1. I/we acknowledge that the Online Trading Facility and the Website, including the software and other contents thereof, are proprietary to you. I/we warrant and undertake that I/we shall not attempt to tamper with, modify, decompile, reverse engineer or otherwise alter in any way, or attempt to gain unauthorized access to any part of the Online Trading Facility or Website or any of the contents thereof. I/we also undertake to immediately notify you if I/we become aware of any actions described above being perpetrated by another person or entity.

9.2. I/we agree that, as a condition of using your Online Trading Facility, I/we shall notify you within twenty-four (24) hours if:

9.2.1 I/we placed an instruction through the Online Trading Facility and I/we do not receive an accurate acknowledgement, in any acceptable form, of my/our instruction or its execution;

9.2.2 I/we receive acknowledgement, in any acceptable form, of a transaction which I/we did not instruct or any similar occurrence; or if

9.2.3 I/we become aware of any unauthorized use of my/our access code.

9.2.4 I/we acknowledge and agree that if I/we fail to immediately notify you when any of the above situations occur, you will not have any liability to me/us, or to any other person whose claim arises from me/us.

9.3 I/we acknowledge that I/we am/are solely responsible for any and all orders placed electronically in my/our account(s). Any investment decision that I/we make or investment strategy that I/we utilize is done so at my/our sole discretion and at my/our own risk. I/we understand that you provide no tax, legal or investment advice of any kind, nor give advice or offer any opinion with respect to the nature, potential value or suitability of any particular securities transaction or investment strategy. I/we further understand that while I/we may be able to access financial or investment information or services through your Online Trading Facility, the availability of such information does not constitute a recommendation to buy or sell any of the securities discussed therein, or utilize any investment strategy. Any investment decisions I/we make will be based solely on my/our own evaluation of my financial circumstances and investment objectives. Any order entered using my/our password is mine/ours. If third parties gain access to your services, including my/our accounts, I/we will cooperate in defending and indemnifying you against any liability, costs or damages arising out of claims or suits based upon or relating to such access and use.

9.4 I/we am/are responsible for knowing the rights and terms of all securities in my/our account(s) and for monitoring the occurrence of any reorganizations or other events (e.g. stock splits and reverse stock splits) involving my/our securities. I/we acknowledge that certain securities may grant me/us valuable rights that may expire unless I/we take action on these rights. I/we understand that, except as required by law, you are not obligated to notify me/us of reorganizations or other events affecting the rights granted by my/our securities or, without specific instructions from me/us, to take any action on my/our behalf with respect to such events.

9.5 I/we understand and agree that you have the sole discretion to restrict trading on my Online Trading Facility or to cancel the same, at any time and without need of prior notice to me/us.

9.6 I/we understand that you will not be responsible for the accessibility of, transmission quality, outages to, or malfunction of any telephone circuits, computer hardware or software (including viruses and bugs) or related/incidental problems.

9.7 I/we agree that you shall not be liable for my inability to use the Online Trading Facility or for the access of the Website due to any unauthorized actions or transactions using my/our customer ID and password, or for any other cause beyond your control.

9.8 I/we agree that you reserve the right to suspend service and deny access to the Online Trading Facility, without prior notice, during scheduled or unscheduled system maintenance, repairs and upgrades. I/we also agree that you have the right to modify or enhance the Website or any of its pages and features at your sole discretion and without prior notice.

9.9 I/we understand that the Internet service for the Online Trading Facility is provided on a best-efforts basis by third party Service Providers. Since you are not the provider of the Internet Service, you shall not be liable for performance, acts, or omission of the said Internet service. Reasonable care and diligence has been taken by you in the choice of your Service Providers for the Online Trading Facility. However, there can be no assurance about the performance and availability of such facility through the Internet, and no such assurance is hereby made, and no assurance shall be deemed to have been made by you by virtue hereof.

9.10 I/we understand that entering an order with you, including market orders, does not guarantee execution of the order, and I/we agree that you shall not be responsible for any order that is not executed. I/we understand that you have the right to break any executed transaction on the grounds that it was, in your opinion, "clearly erroneous". You shall not be deemed to have received any order electronically transmitted by me/us until you have actual knowledge of such order. When I/we place a request to cancel an order, the cancellation of that order is not guaranteed. My/our order will only be cancelled if my/our cancellation request is received by the Philippine Stock Exchange and tallied with my/our order before my order is matched up or executed. During market hours, it is rarely possible to cancel my/our market order as market orders are subject to immediate execution. I/we will not assume that any order has been executed or cancelled until I/we have received a transaction confirmation from you via the Website. I am aware that you, from time to time, receive late reports from the exchange reporting the status of transactions. Accordingly, I/we may be subject to late reports

related to orders that were previously unreported to me/us or reported to me/us as being expired, cancelled, or executed. In addition, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the market place.

9.11 For use of the Online Trading Facility, I/we will create a password to enable me/us to place orders and access account information through the Website. I/we am/are the sole and exclusive owner and the only authorized user of such password and accept sole responsibility for use, confidentiality and protection of the password as well as for all orders and information changes (i.e., account profile changes such as change of address, etc.) entered into my/our account using such password. Any account profile change is as good as if I/we signed it on my original Customer Account Information Form (CAIF). I/we shall be liable for all transactions placed through the Online Trading Facility resulting from the use or misuse of my/our password. I/we accept full responsibility for the monitoring and safeguarding of my/our account(s). I/we will immediately notify you in writing, delivered via e-mail and registered mail, if I/we become aware of any loss, theft or unauthorized use of my/our password and account number; or any failure by me/us to receive a message from you indicating that an order was received and executed; or any failure by me/us to receive an accurate written confirmation of an execution; or any receipt by me/us of confirmation of an order and/or execution which I/we did not place; or any inaccurate information in my/our account balances, securities positions, or transaction history. You shall not be liable for any transaction or losses from my/our account despite receipt of my/our notice of loss or unauthorized use of my/our password if such transaction or loss occurred at or prior to the system tagging of my/our accounts, or failure of the computer machine to register such notice of loss or for any reason whatsoever. If I/we forget my/our password, I/we must answer a challenge question online, and the system generated password will be sent to my/our registered email address. I/we will immediately change this password upon receipt.

9.12 You will accept any amendments to my/our account profile as requested by me/us through my registered email address.

9.13 The risks attendant to the use of the Online Trading Facility shall be for my/our account in as much as the use of the Online Trading Facility is electronically and system generated. I/we authorize you to make transactions in accordance with the order details received via the Online Trading Facility. You and your affiliates will not be liable for any consequential, incidental, special or indirect damage (including lost profits, trading losses, and damages) that result from inconvenience, delay or loss of the use of the Online Trading Facility even if you have been advised of the possibility of such damages. The use and storage of any information including, without limitation, the password, portfolio information, transaction activity, account balances and any other information or orders available on my/our personal computer is at my/our own risk and is my/our sole responsibility. I/we am/are responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the Website or related services, and for all communications service fees and charges incurred by me/us in accessing the Website or related services.

9.14 I/we understand that the PSE Data is copyright-protected. I/we agree not to frame or deep/direct link any information/webpage taken from the Website. This includes all information available to me/us before and after logging on to the Website.

10 **Confirmation of purchases and sales, and statements of account.** Sent electronically or through any of my/our above mentioned addresses will be deemed good delivery and shall be binding on me/us in the absence of any written objection received by you within 24 hours from the time confirmation and statements of account were sent to me/us. It is understood that in the event of any failure to notify you in writing of any change of address, all communications shall be directed to my/our last known address appearing in your records. All communication so sent, whether by mail, email, telegraph, telephone, fax, messenger, posted on the Website or delivered otherwise shall constitute personal delivery to me/us and be deemed delivered and received by me/us whether actually received or not.

11. **Collateral.** Any and all securities or contracts relating thereto, now or hereafter held or carried by you in any of my/our account(s) (either individually or jointly with others), are to be held by you as security or collateral for the payment of any liability to you in any of the said account(s), with the right on your part to transfer moneys or securities from any one account(s) to another when in your sole and exclusive judgment, such transfer may be necessary; and all such securities and commodities may, from time to time, and without notice be pledged and re-pledged by you, either separately or in common with other securities or commodities, for any amount due upon my/our account(s), without you retaining in your possession or control for delivery a like amount of similar securities or commodities. You are specifically authorized to lend, either separately or with other securities, to yourself or to others, any of my/our securities held by you as collateral for all my/our liabilities to you.

12. **Inactive or Dormant Account.** At your sole discretion, you may impose charges, amount of which is reasonable, against my/our account to cover maintenance costs in the event that my/our account is classified as Inactive, or has no trading transaction(s) for more than one (1) year. If my/our account is classified as Dormant, or has no trading transaction(s) for more than three (3) years, you have the right to (a) uplift securities (in order to obtain physical certificate(s)) at my/our expense, and if needed, (b) sell-out enough securities to pay for: maintenance costs owed to you, upliftment charges, mailing costs and other expenses, and (c) return the certificates and remaining funds to me/us through any of my/our last known addresses. Should any or all of these foregoing measures fail, I/we agree that you will then (d) turn over the assets remaining in my/our account to the SEC (as per SRC 52.1-8F) or (e) do otherwise as instructed by regulators.

13. **Joint Account.** If I/we, the undersigned, shall consist of more than one person, the obligations and liabilities shall be joint and several. Failure to state upon opening that an account is an "and", "or" or "and/or" joint account, shall be construed to mean a joint "or" account.

Each party to a joint "or" account is a principal, with joint and several liability and is privileged to operate same separately and independently of the other and to withdraw all funds, assets and securities unless otherwise specified in writing by the parties to such joint and several account.

Each party to a joint and several "or" account hereby grants authority to the other party to transact, endorse and accept on behalf of each other, money, securities and other assets of every kind, which are originally in the sole name of one party, and after which shall become common fund of such joint and several account.

13.1 All money, securities, and other assets of every kind payable or deliverable under joint account may in the event of death be paid or delivered to the survivor (as joint tenant) and it is hereby authorized that same be so paid, or the survivor may transfer the account to himself/herself, upon his/her own signature and the production of a written notice and properly certified death certificate of the deceased party.

13.2 Any joint owner without right of survivorship account as specified agrees that, upon the death or disability of either party, the survivor shall immediately provide written notice of such event to you within twenty-four (24) hours. All transactions thereafter affecting a non-survivorship account must be at the joint discretion and upon the joint signatures of the legal representative of the affected party and the survivor. You shall not be liable for transfers, payments or other transactions that occur in my/our account prior to receipt of such written notice. You shall be held harmless and free from any liability by reason of your compliance with any notice or direction mentioned in this paragraph.

If I/we hold this Securities Account jointly with (an)other individual(s) under an "and" arrangement, I/we understand and agree that the instruction, signature and written conformity of all the other members of my Securities Account must be given before you can act upon any transaction. The death of any one of us shall have the same effect as stated in paragraph (b) above.

15. **Void Transaction.** You are authorized to void this contract without prior notice or to cease contracting business with me/us for reasons including, but not limited to, my/our delinquency in settling accounts or failure to deliver shares sold within prescribed deadlines.

16. **Force Majeure.** I/we agree that you will not be liable to me/us for any delay or failure to perform any obligation on your part, or for any loss or damage caused directly or indirectly by any condition or circumstance over which you do not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of internet service, electronic or mechanical equipment or communication lines, telephone or other interconnection problems (e.g. if you are unable to access your online service provider), unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems, war (whether declared or not), invasion, insurrection, military coup, commotion or usurped power, or