

Application MSSB

Personal Finance Management Online Services

Morgan Stanley
Smith Barney

MSSB
Account Number

Important Information

Please note that you should only use this form if you are:

- a) not registered on smithbarney.com but would like to use Quicken® or MS Money®.
- b) requesting Quicken® or MS Money® bill payment services.

Account Information

Account Owner's Name	Mother's Maiden Name (for security purposes)
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If you are enrolling for the investment statement download service, you can download all your accounts that are in the same statement consolidation. All statements mailed to you in the same envelope are considered to be in the same consolidation. To add accounts to your statement consolidation, please contact your Financial Advisor.

Enrollment Information

The software I use is (check one):

MS Money® Quicken®

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- I would like to enroll in transaction only download service and I am not enrolled on smithbarney.com.
 - I would like to enroll in the Online Bill Pay Service. (Please see section 14 on page 3 for fee information. This bill pay service is not managed by smithbarney.com.)

We do not supply personal finance software for Online Service users.

The investment statement download service is only available in Quicken 2006 (or later), or MS Money 2006 (or later) and requires an Internet Service Provider.

Authorizations

All account owners must sign below.

By signing below, I/we ("I") authorize you to establish Online Services as described in the Personal Financial Management Online Sources Agreement ("Online Services Agreement") and I affirm that I have the authority to open this account. An Online Services Agreement has been provided to me and I understand that the use of the service following activation will constitute the acceptance of the terms of such agreement. I understand that this account is governed by the terms and conditions of this Application, the FMA Agreement, the Client Agreement, the Online Services Agreement and/or other agreements I may have with the Firm or other providers of services related to the FMA® account.

I understand, as described in the Online Services Agreement, that the Online Services in which I am enrolling are provided by independent online service providers through the Internet, that the Firm is not responsible for losses caused by the online service providers' negligence or actions and that, except where required by law, the Firm is only liable for direct damages to the extent attributable to its own gross negligence or willful misconduct, and is in no event liable for consequential, special or indirect damages.

Bill Pay fees may apply. See the Online Services Agreement for details.

Applicant's Signature	Date	Social Security Number
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Co-Applicant's Signature (Required if Joint Account)	Date	Social Security Number
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Mailing Instructions

Please remit this form to your Financial Advisor.

Morgan Stanley Smith Barney LLC. Member SIPC. Accounts carried by Citigroup Global Markets Inc.

PERSONAL FINANCIAL MANAGEMENT ONLINE SERVICES AGREEMENT

Morgan Stanley Smith Barney LLC ("MSSB") and Citigroup Global Markets Inc. ("CGMI") and applicable affiliates ("SB," "Firm," "we," "us," "our") through smithbarney.com shall arrange for you to have electronic access to certain electronic services ("Services"), including electronic access to your securities accounts(s) through smithbarney.com ("Site") as described in this Personal Financial Management Online Services Agreement ("Agreement"). This agreement amends your SB account agreement(s). We have arranged for you to have certain access to your SB account(s) through an online service provider (the "Online Provider"). You have the ability, through various personal software accepted by SB ("Software"), to download SB account information into your computer through Software provided to you by your Online Provider ("Online Account Services") and to issue payments from certain Financial Management Accounts ("FMA") based on your instructions and processed by your Online Provider's electronic bill payment service ("Bill Pay Services," "Online Bill Payment") (for purposes of Bill Pay Services your Online Provider is referred to herein as your "Bill Pay Provider" or "Bill Payment Provider"). Services from your Online Provider are collectively referred to as "Online Services". An SB account will be considered a "Personal Account" if it is established primarily for personal, family, or household purposes. All other SB accounts will be considered "Corporate Accounts" whether they are established by corporations, partnerships, associations, individuals or other entities.

1. Use of Online Services. You should read this Agreement, the detailed guide that accompanies your welcome kit, if any, and any guides provided by the Software manufacturer (collectively the "Online Services Documentation"), which contain the instructions and terms and conditions of Online Services, before you go online. If you use Online Services (or permit another to use Online Services on your behalf) you agree to the terms and conditions of this Agreement and to the terms and conditions of the Online Services Documentation.

2. Computer Requirements. In order to use the Online Services, you will need the type of computer, related equipment, and software described in the Online Services Documentation. (In this Agreement, your computer and the related equipment are referred to together as your "Computer"). You will also need an unaffiliated Internet Service Provider (ISP).

You are responsible for the installation, maintenance and operation of your Computer and the Software. SB is not responsible for the Software or its effect on any computer operating systems, hardware or installed software. Any inquiries must be directed to the Software manufacturer in accordance with the instructions accompanying the Software. SB is not responsible for any related problems (such as any computer virus, etc.) that may be associated with the use of Online Services.

3. Online Services. You acknowledge that by using Online Services that your access to your account information may be provided through the Internet by means of an unaffiliated Internet Service provider chosen by you. SB shall use reasonable precautions to maintain the confidentiality of your SB account information, but because your SB account can be accessed through the Internet, you acknowledge and agree that there can be no assurance that your SB account information will remain secure. Using Online Services (also often referred to as "Online Banking" in Quicken® software and Microsoft® Money), clients through Online Account Services can download data through the Internet from their SB account into Quicken® or Microsoft® Money software. Once downloaded through Online Account Services into the software, certain informational and reporting functions may be performed through the software.

4. Online Bill Payment. Using Online Bill Payment, you may send payment instructions via Computer to the Online Bill Payment Center ("Payment Center") at the Bill Payment Provider. The payment center then makes the payment(s) from your FMA account to the payee. The payee can be anyone you designate with an address in the United States. Online Bill Payment may be used for mortgage payments, utility bills, or any other personal payments.

Online Bill Payment makes two types of payments, depending on the payee. If the payee is able to receive Electronic Fund Transfers ("EFT") from the Bill Pay Provider, the payment center may initiate a funds transfer via the Automated Clearing House or other system directly from your SB account to the payee ("Electronic Payee"). If the payee is not able to receive the EFTs, the payment center prints a check drawn against your SB account and mails it to the payee directly ("Check Payee").

To subscribe to Online Bill Payment, your FMA account must be established with check writing privileges ("Checking Privileges"). When you enroll for Online Bill Payment, you must designate the FMA account from which the Bill Pay Provider is to make the payment (the "Payment Account"). If you have multiple FMA accounts only one FMA account and only accounts that require a single signature to authorize SB account checks may be designated as a Payment Account. You agree not to change the account

documentation on your Payment Account to require two or more signatures until you have first terminated electronic access to such accounts by notifying SB at the phone number or address in Section 19.

While most payments can be made using Online Bill Payment, for security purposes SB may refuse to pay certain payees, may limit the frequency and dollar amount of transactions from your account and may refuse to honor requests for payments if it sees unusual activity in your account. Furthermore, you will need to get prior authorization from SB for any Online Bill Payment amount over \$25,000. Please call your SB Financial Advisor ("FA", "RR") to arrange for authorization. Please note that security procedures for amounts over \$25,000 will add an extra Business Day to the time needed to schedule payments. See Section 5 "Scheduling Online Bill Payments" for details.

FOR CORPORATE ACCOUNTS, SB reserves the right to refuse to honor your request to issue payments if it sees unusual activity in the account, if there are bill payments over \$25,000 or for any other reason.

You may use Online Bill Payment to authorize automatic recurring payments. These payments must be to the same payee and for the same amount each time and they will be initiated for payment according to the frequency specified on the same day of each period, or on the previous Business Day if the due date falls on a weekend or holiday. This authority shall remain in full force and effect for the earlier of either (i) one year; or (ii) until the Bill Pay Provider receives notification of its termination, in such time and in such manner as to provide SB and the Bill Pay Provider a reasonable opportunity to act on such notification. To determine if any automatic recurring payment has been initiated, you should call the Online Client Service Center.

By using the Software and accessing account data using Online Bill Payment, you authorize SB and the Bill Pay Provider to comply with any instructions regarding the processing of payment transactions from your Payment Account. If for any reason funds are deducted from or added to your Payment Account in error, you authorize SB and the Bill Pay Provider to make any debits or credits to your Payment Account to correct the error.

5. Scheduling Online Bill Payments. The Bill Pay Provider will mail a check to a Check Payee 4 Business Days before a payment is due. As a result, you should enter and transmit your Online Bill Payment instructions before midnight Eastern Time ("ET") at least 5 Business Days before a payment is due for a Check Payee (the "Check Notice Date"). Because your Online Bill Payment instructions are transmitted via Computer, the payment stub will not accompany the Online Bill Payment. It is very important that you include the correct account number with any Online Bill Payment instructions. Payments received without payment stubs are sometimes processed by payees at a different location. Please contact your Check Payees to ensure you have the right address and that there is sufficient time to mail and post your payment.

The Bill Pay Provider will send an EFT to an Electronic Payee 2 Business Days before the due date. As a result, your instructions to make a payment to an Electronic Payee should be received by the Bill Pay Provider before midnight ET at least 3 Business Days before the due date (the "Electronic Notice Date"). However, the first time you pay an Electronic Payee you need to schedule the payment at least 5 Business Days in advance.

The due date is the date stated on the bill as the date the bill payment is due. Please note that this due date is not the date that the payment is deemed late by the payee. In addition, please be aware that because of mail delivery and electronic links, payments may be presented for payment prior to the due date. It is your responsibility to authorize your bill payments in such a manner that your payments can be paid on time. You are responsible for any late payment or finance charges that may be imposed by the payee as a result of your failure to transmit payment instructions on or before the Check Notice Date or Electronic Notice Date (collectively the "Notice Dates") (add 1 additional Business Day for amounts over \$25,000). Payment instructions received on weekends or Federal holidays will be considered received on the next Business Day. Neither the Bill Pay Provider nor SB are responsible for delays in delivery of payments caused by the U.S. Postal Service, so you must schedule your bill payments to Check Payees in such a manner that your payments will be made on time.

6. Cancelling and Stopping Payments to Check Payees. If you have transmitted an instruction to make a payment to a Check Payee, you may use Online Bill Payment to cancel the payment (if, for example, a payment date or a payment amount is incorrect). The request cancelling a check must be transmitted to the Bill Pay Provider on or before the Check Notice Date. You will be responsible for the payment if your request to cancel is not received on or before the Check Notice Date and the Bill Pay Provider fails to cancel the payment.

If it is too late to cancel the payment as described above and you wish to stop payment, call or write to SB at the phone number or address set forth in Section 19. If SB receives your request prior to the time a check is presented for payment, by the payee, SB will stop

payment. If you call, you may also be required to provide your request in writing within 14 calendar days after you call. Your account may be charged a fee of \$7.50 for each stop payment order you give to SB regarding a payment to a Check Payee.

7. Cancelling Online Bill Payments to Electronic Payees. If you have transmitted an instruction to make a payment to an Electronic Payee, you may use Online Bill Payment to cancel the payment if the request to cancel is transmitted to the Bill Pay Provider on or before the Electronic Notice Date. You will be responsible for the payment if your cancelling request is not received on or before the Electronic Notice Date.

8. Stopping Automatic Recurring Payment. If you have provided instructions for making automatic recurring payments from your account, you may cancel any or all of these payments by providing notice to the Bill Pay Provider on or before the Notice Date. After the Check Notice Date you can call or write to SB at the telephone number or address shown in Section 19 to stop payment prior to the time a check is presented for payment by the payee. If you call, you may be requested to put the request in writing and provide it within 14 calendar days. If you have a Personal Account and you request a stop of one of your automatic recurring payments, on or before the Notice Dates, and the payment is not stopped you will be protected from any losses or damages as provided by applicable law.

9. E-mail to the Bill Pay Provider. E-mail and other communication to the Bill Pay Provider should not include questions or instructions pertaining to your SB account, including securities transactions or requests for information. Contact your FA directly for SB account or investment related information. E-mail sent by you through your Software will be received by the Bill Pay Provider and then subsequently forwarded to SB. As a result, it will not be immediately received by SB. If you need to contact SB (for example to report an unauthorized transaction from an account, to stop payment on a check, etc.), do not use e-mail. Instead, call the phone number set forth in Section 19. No action will be taken on your e-mail until your message is actually received and SB and the Bill Pay Provider have a reasonable opportunity to act.

Currently, you can use your computer to reach Online Services via e-mail 20 hours a day, (from 7 a.m. to 3 a.m. ET) seven days a week, except during any special maintenance periods.

10. Business Days. The Business Days for Online Services include every day other than Saturday, Sunday or one of the Federal holidays. Online Bill Payment can only initiate bill payments on Business Days.

11. Definition of Total Cash Available. The "Total Cash Available" in your SB account is defined as the combined value of available cash, money fund balances, savings deposits linked through your Bank Deposit Program sweep, and available margin loan value (including Portfolio Credit Line and Express Credit Line) (if applicable) minus uncleared funds and any applicable pending debit card transactions. The loan value of eligible securities for the purposes of margin is subject to regulatory requirements and SB's credit policies then in effect. Since your Total Cash Available is dependent upon SB's credit policies, securities prices and changes in the balance in the FMA account, it may fluctuate from day to day.

Each time an Online Bill Payment clears your account, the Total Cash Available is reduced. You must maintain Total Cash Available in your SB account sufficient to pay any Online Bill Payment transaction, to pay any checks you write, any debit Card transactions, any cash withdrawals and any securities trades, standard fees for interest on any margin loan and other transactions and fees.

If there is not Total Cash Available in the account to complete payments you have authorized, SB may refuse to pay the item. SB can honor payments in any order out of your account and reserves the right to refuse to honor payment requests that reasonably appear to SB to be fraudulent or erroneous.

Payments for checks, drafts, debit Card transactions, AFT transactions, Online Bill Payments, margin interest and SB account fees will be deducted from the Total Cash Available in your account in the following order: first, from available cash; second, from the proceeds of liquidated money fund shares; third, by withdrawal of deposit account balances; and fourth, from margin loans (including Portfolio Credit Line and Express Credit Line) on the eligible securities in your margin account and/or good faith account, as applicable. Please note that SB has the right to liquidate securities to cover any shortfall for those accounts on margin.

12. Security Code. Prior to first use, SB will mail you an initial security code ("personal identification number" or "PIN"). Smithbarney.com ("SBO") clients must use their SBO Password. During your first use of Online Services, you are required to enter the PIN provided by SB and then change the PIN to a code of your choice. You will need this security code each time you gain access to Online Services. You agree to keep the PIN confidential (in a secure location and separate from your Software) to prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Services.

You agree to notify SB immediately if the secrecy of your PIN is compromised and you also agree not to reveal your PIN to any person not authorized by you to access your account. The security of your accounts will be compromised if you do not protect the secrecy of your PIN. If you believe that the secrecy of your PIN has been compromised, you should call or write SB AT ONCE at the telephone number or address in Section 19, and you should change your PIN by selecting the appropriate option on your software program. If deemed necessary, your PIN may be revoked or canceled at any time without giving you prior notice. If you forget your PIN, you must contact SB to have a new PIN issued to you. It will take several days before you receive this new PIN.

13. Periodic Statements. SB will mail or deliver to you periodic SB account statements for your accounts. In addition to reflecting your other account activity and any SB account fees, your SB account statements will include your Online Bill Payments to the extent that the electronic payments have been completed and the check payments have cleared. Your SB account statement is the official document for all transactions and positions in your account.

14. Fees Generally. You authorize SB to deduct all applicable Online Service fees from the SB account designated for this purpose upon enrollment including software shipping and handling fees, if applicable. Clients who enroll prior to the 16th of any month will be charged the fees for the month in which enrollment takes place regardless of whether the client uses the Online Service. Clients who enroll after the 15th of the month will not be charged the applicable fees until the beginning of the next month. For the purposes of charging fees, enrollment occurs when SB processes your Online Services Application. Once you have subscribed, you will be charged the applicable monthly fee whether or not you use Online Services. Your account will be debited on or after the second Business Day of the month for Online Bill Payment fees, for Online Services fees or additional fees based upon bill payment or other requests during the prior calendar month. You should use your Online Services at least once a month. SB may suspend your Online Services if not used for 90 consecutive days. SB may change or add fees for Online Services by giving you prior notice. Different fee schedules may apply based on different types of SB accounts.

The following fees currently apply:

For any account utilizing a Tax Identification Number for tax reporting purposes (e.g. Corporations, Partnerships, Associations, etc.), the fee is \$12.00 per month for all account types including Select Clients.

Online Bill Payment Fees

For all accounts, your first 20 Online Bill Payments in a calendar month are provided for \$5.95 per month. In addition, you will be charged \$.50 for each succeeding payment after the first 20. (For example, you will be charged an additional \$1.00 in Online Bill Payment usage fees if you request 22 payments in a month). The \$5.95 fee is waived for Reserved clients.

15. Customer's Responsibility. You are responsible for all bill payments you authorize using Online Services. You may not permit anyone else to use your PIN or Online Services to access your SB account. If you permit other persons to use Online Services with your PIN, you are responsible for any transactions they authorize.

You should notify SB **AT ONCE** if you believe any of your accounts have been accessed or your PIN has been obtained by someone or used without your permission. Contacting SB right away will help you reduce possible losses. Telephoning is the best way of keeping your possible losses down. Call the number in Section 19.

You can lose no more than \$50 in a Personal Account used for Bill Pay Services if you notify SB within 2 Business Days of discovering any unauthorized use of Online Services or your PIN. However, you can lose as much as \$500 in a Personal Account used for Bill Pay Services if you do not notify SB within 2 Business Days of discovering the unauthorized use and SB can prove that it could have prevented the unauthorized use had SB been notified.

Further, if you do not report unauthorized transactions to such Personal Account(s) that appear on any of your SB account statements within 60 days after SB mails or delivers the FIRST SB account statement that shows an unauthorized transaction, you risk unlimited losses on transactions made after the 60 day period if SB can prove that it could have prevented the unauthorized use had it been notified within this 60 day period.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, the time periods will be extended.

FOR CORPORATE ACCOUNTS, you are responsible for all losses that result from any unauthorized use.

16. Bill Pay Provider Responsibilities.

The Bill Pay Provider is responsible for completing bill payments on time according to your properly entered and transmitted instructions. However, neither the Bill Pay Provider nor SB will be liable if:

- you do not have adequate Total Cash Available in your SB account to complete a transaction from that account, or if that account has been closed;
- you have not properly followed the directions relating to the operation of the enabling software, the Online Services Documentation or this Online Services Agreement regarding how to make bill payments or access your SB account;
- you have not given the Bill Pay Provider complete, correct and current instructions so that they can make a bill payment;
- you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the due date;
- the Bill Pay Provider makes a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt;
- withdrawals from accounts have been prohibited by a court order such as a garnishment or other legal process;
- your Computer, the software, or online communications devices were not working properly and this problem should have been apparent to you when you attempted to authorize bill payment;
- circumstances beyond SB's or the Bill Pay Provider's control prevent making of a bill payment, despite reasonable precautions that they have taken. Such circumstances include acts of God, failure of delivery on the part of the U.S. Postal Service, equipment failure or breakdown problems with telephone or cable lines or satellite communications, electrical outages, postal strikes, delays caused by payees, fires, and floods.

17. Disclosure of Account Information to Others. As described below, SB will not disclose information to third parties about your accounts except as follows:

- SB has entered into an agreement to have the Online Provider or other party provide the Online Services functions. SB will provide this party with information about your SB accounts, your online transactions and your electronic mail messages in order to carry out your instructions;
- Where it is necessary for completing bill payments;
- In order to verify the existence and condition of an SB account for a third-party such as a payee or holder of a check issued by the Bill Pay Provider or similarly, for electronic payments initiated by the Bill Pay Provider;
- In order to comply with laws, government agency rules or orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- In a manner consistent with the disclosures made in our most recent privacy notice to you; or
- If you give SB your written permission.

18. Reporting Unauthorized Transactions. If you believe that an unauthorized transaction has been made from your account, telephone or write SB at once at the telephone number or address in Section 19. Telephoning is the best way of keeping your possible losses down. If you cannot call you agree to write to us at the address provided in paragraph 19.

19. Errors and Questions. In case of errors or questions about your Online Bill Pay transactions, contact SB immediately.

- Telephone SB at 1-800-221-3636, 24 hours a day, 7 days a week.
- Write to SB at:

Smith Barney
Online Client Service Center
Canal Street Station, P.O. Box 505
New York, NY 10013-0505

If you have a Online Bill Pay Personal Account and you think your SB account statement is wrong or if you need more information about a transaction listed on the SB account statement, SB must hear from you no later than 60 days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error SB must hear from you within 60 days after it sends or delivers that information to you. You must:

- Provide your name and account number(s).
- Describe the suspected error or the nature of the problem, and explain as clearly as you can why you believe there is an error or why you need more information.

- Provide the date and the dollar amount of the suspected error.

If you provide notice verbally, you may be required to send in your complaint or question in writing within 10 Business Days. SB will tell you the results of its investigation to determine whether an error occurred within 10 Business Days (20 business days if the transfer is initiated outside the United States) after it hears from you and will correct any error promptly.

If SB needs more time, however, it may take up to 45 days to investigate your complaint or question in this event (ninety (90) calendar days if the transfer is initiated outside the United States or for those accounts when the transfer is made within thirty (30) days after your first deposit to the account), if your account is not a margin account, SB will re-credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes SB to complete its investigation. If SB asks you to put your complaint or question in writing and does not receive it within 10 Business Days, SB may not re-credit your SB account.

If SB decides that there was no error, it will send you a written explanation within 3 Business Days after it finished its investigation. You may ask for copies of the documents that were in the investigation.

FOR CORPORATE ACCOUNTS, you must promptly review your SB account statement and notify SB of any errors shown on the statement within 20 days after the statement is mailed or otherwise provided to you. If notice is received within 20 days, SB will investigate your claim and make any adjustments required by this Agreement. If you fail to provide notice of any error within this period, neither SB nor the Bill Pay Provider will have a duty to correct such error. Notice may be provided by contacting SB at either the address or the telephone number shown above.

20. LIMITATIONS ON LIABILITY. Except as otherwise provided by law, the obligations of SB and the Online Provider under this Agreement are limited to receiving and executing your payment instructions in the case of Bill Pay Services or other Online Service requests in accordance with the terms of this Agreement. SB will be liable for direct damages to the extent attributable to its own gross negligence or willful misconduct but, except as otherwise provided by law, SB shall have no further obligation for any damages that you may incur for any other reason (including SB's negligence). Except as otherwise provided by law, SB will not be responsible for losses caused by the Online Provider's negligence, actions or failure to act and neither SB nor the Online Provider shall be liable for any indirect, special, consequential or punitive damages. In addition, no liability will arise from erroneous instructions given by you or if instructions or other information sent by electronic mail are intercepted or are not received in time.

IN ADDITION, SMITH BARNEY HAS NO RESPONSIBILITY REGARDING THE SOFTWARE INCLUDING UPGRADES PRODUCED BY THE SOFTWARE MANUFACTURERS. SMITH BARNEY DISCLAIMS ALL WARRANTIES REGARDING YOUR COMPUTER AND YOUR SOFTWARE EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

21. Data Recording. When you contact the Bill Pay Provider to conduct transactions, the information and electronic mail messages you enter will be recorded. Other Online Service requests may also be recorded. By using Online Services, you consent to such recording.

22. No Signature Required. When using Online Services to pay bills, you agree that SB may debit the SB account to pay checks and drafts that you have not signed.

23. Assignment. SB may assign its rights and delegate its duties under this Agreement to a company affiliated with SB or to any other party.

24. Amendment of this Agreement. SB may at any time (subject to legal restrictions) amend this Agreement. You will be sent notice, to the extent required by law, of any changes made in the terms of this Agreement.

25. Termination. Either you or SB may terminate this Agreement and your Online Services subscription at any time by giving notice to the other party. If you terminate Online Services, you authorize SB to deduct the Online Services fees from your SB account for the month in which you terminate and to continue bill payments and other Online Services you have previously authorized until such time as SB has had a reasonable opportunity to act upon your termination notice. Once SB has acted upon your termination notice, SB may refuse to honor Bill Payments including payments and other Online Services you have previously authorized. If SB terminates your use of the Online Services, SB reserves the right to make no further payments from your accounts, including any transactions you have previously authorized or honor other Online Service requests. Cancellation of your SB account by you or SB results in a termination of this Agreement.