

ONLINE SERVICES AGREEMENT

Online Banking Agreement and Privacy Policy Online Banking Agreement

Agreement

"You" means the customer or user of the Services. "AAC" means American AgCredit, ACA and/or any of its now or hereinafter existing subsidiaries. "Online Banking" or "Services" means all the various products and services provided through this Web site. "AAC Home Address" means the address of the AAC office where you originated your loan transaction. The products and services provided through Online Banking may change from time to time, and Services may be added or removed. Your use of Online Banking is conditioned on your acceptance of all terms of this Online Banking Agreement. By clicking the "I Accept" button from the enrollment screen, you acknowledge that you have read and understand the contents of this Agreement, and that you agree to be legally bound by it.

Use

Each time you use Online Banking, your use constitutes your continuing agreement to use Online Banking according to this Agreement and to be legally bound by all its terms, including those terms as they may change from your initial enrollment. You agree:

- To use Online Banking only for those accounts for which you have authorized access and use;
- To use Online Banking only in accord with this Agreement and applicable laws;
- To comply with any user requirements as they may be promulgated from time to time;
- To promptly pay all fees and charges that may apply to your use of Online Banking either now or in the future (presently, Online Banking is free); and
- To remain bound by the terms and conditions of all your loan documents with AAC, which will always control and may not be changed by any Online Banking transaction or without the express written consent of AAC.

Certain special or custom loan products or services may not be available through Online Banking. If any transaction requiring prompt completion cannot be made or concluded through Online Banking, you must contact your local AAC branch directly by telephone or in person during business hours.

Online Banking is provided as a privilege and convenience to AAC customers. AAC reserves the right to terminate the entire Online Banking program or access to any account at any time and without prior notice. AAC also reserves the right to terminate Online Banking access privileges in the event that you are in default under any of your loan documents with AAC or if in AAC's sole discretion your access to Online Banking is in violation of applicable laws or this Agreement. AAC will make a reasonable attempt to notify you if your Online Banking access is terminated for any reason but is under no obligation to do so.

Proprietary Rights

AAC and other third parties, where applicable, are the absolute owners of all intellectual property and rights applicable to this Web site and to Online Banking. You agree that this Web site contains proprietary trademarks, data, text, information, programs and materials (collectively called "Information") protected by copyright, trademark and other forms of ownership protection under the laws of the United States of America. Except as specifically authorized in this Agreement, you do not have permission to copy, use or republish in any form any Information found on this Web site. You are authorized to view the Information available on this Web site for personal use and informational purposes only, and you may create an electronic copy of the Information for your personal use. No part of the Information may be otherwise copied, reproduced or redistributed in any form without prior written consent from AAC. You also agree that your right to use this Web site is derived solely from, and is expressly limited by this Agreement. You agree not to assert any claim of ownership over the Information, including any software or data, based on your use.

Transaction Posting

Unless we inform you otherwise, transactions will be posted to your account as follows (each incident below, upon occurrence, shall hereinafter be considered the "Posting Date"):

- A transaction initiated before Noon, Pacific Time, will be effective that same day.
- Transactions initiated after Noon, Pacific Time, will be effective the next business day.
- Transactions initiated on a non-business day will be effective the next business day.

A "business day" means any day on which AAC is open for business.

Processing Restrictions

AAC will not process your transaction if:

- Your account does not have sufficient funds to cover the transaction;
- Your loan is in default or the requested transaction will result in a default;
- Your transaction violates a term or condition of the Online Banking Agreement or your loan documents with AAC;
- A legal order prohibits AAC from making the transaction;
- AAC terminated your Online Banking account access;
- AAC terminated the Online Banking Agreement;
- You (or anyone you allow to use the account) commits or attempts to commit fraud or violate any law or regulation;
- The electronic terminal, telecommunication device, Internet access service or any electronic fund transfer system required for the transaction is not working properly;
- You do not provide complete and correct information required for the transaction;
- You do not follow all applicable Online Banking instructions; or,
- Any circumstance beyond AAC's control (including without limit fire, flood, acts of God, unexpected disruption of service, or action of any third party) prevent completing the transaction.

Account Errors

You hereby understand and agree that details of all activity and charges with respect to your loans are available on a daily basis electronically through AAC's Online Banking Program (the "Electronic Summary"), and that it is your responsibility to diligently monitor and review the Electronic Summary on a consistent and continual basis (which may include a daily basis.) If an error occurs in an Online Banking transaction, you must immediately contact AAC by e-mail or by secure messaging. If you discover an Online Banking transaction error as a result of reviewing your Electronic Summary, you must notify AAC of the suspected error within fourteen (14) days from which the information becomes available to you through the Electronic Summary.

To report an error, please provide the following information:

- Your name and account numbers
- A brief description of the suspected error or nature of the problem
- The dollar amount of the suspected error
- Other information you believe is relevant or that AAC may require to determine the nature of the error

If you report a suspected error, we may ask you to provide a written confirmation of your complaint or question within ten (10) business days. AAC will investigate your reported error within ten (10) business days. If an error is discovered, it will be corrected promptly. If we find no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may request copies of the documents that we used in that investigation. If we need more than ten (10) days to investigate your complaint or question, we may take up to forty-five (45) days. In this case, we will credit your account within ten (10) business days with the amount you think is in error. That way, you will have use of the money during our investigation. If you reported the suspected error verbally, and you do not confirm your complaint or question in writing within ten (10) business days after we request you to do so, we will not credit your account during the investigation.

Disclaimer Of Warranties

Online Banking Services and Information are provided "AS IS" and WITHOUT WARRANTY of any kind. AAC DOES NOT WARRANT that Online Banking will be accurate, complete or timely; or free from faults or interruptions in service; or that data or Information will be error free. AAC assumes no liability or responsibility for any errors or omissions in the Information on this Web site, and specifically disclaims any duty to update the Information. You should periodically change your password as a normal business practice and safeguard.

It is expressly understood and agreed that EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

Passwords And Security

You agree to follow AAC's security procedures and recommended security practices, to establish a password, and to maintain the security of that password at all times. AAC shall be entitled to act on all instructions provided through Online Banking, which are authorized using the correct password for that account. AAC is not liable for any unauthorized transaction or access to your account, or for any damages resulting from such use.

If your password is ever lost, stolen or improperly disclosed, or you notice any irregularity in your account, you agree to report this fact immediately by secure messaging to AAC, and to immediately change your password. Password changes shall be made online.

Transactions Subject To Credit Approval

Online Banking provides the opportunity to request Services which may be subject to credit approval. This feature is intended as a convenience for AAC customers. You agree that your use or application for any Service or transaction requiring credit approval by AAC is subject to applicable credit approvals, even though you may apply for it through Online Banking. Submission of Service requests through Online Banking is not intended to suggest that AAC is committed in advance to approve any Service request, or that credit applications for Services submitted through Online Banking are more likely to receive favorable action. No Service request is deemed complete until all information is submitted, verification of that information has occurred, and any additional information requested by AAC is acquired. AAC will notify you of its decision.

Disclaimer Of Liability

By establishing your online account and using Online Banking, you agree that AAC SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY, CLAIM, LOSS, EXPENSE, COSTS OR DAMAGES, INCLUDING PROPERTY DAMAGE OR BODILY INJURY, ARISING FROM OR IN CONNECTION WITH THE USE OF ONLINE BANKING, REGARDLESS OF CAUSE. AAC WILL NOT BE RESPONSIBLE FOR ACCESS FAILURES OR ERRORS DUE TO ANY THIRD PARTY FOR LOST PROFITS OR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR ECONOMIC DAMAGES, OR DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMIT ANY LOST DATA, LOST BUSINESS OPPORTUNITIES, LOST PROFITS, LOST SAVINGS, OR RESERVES ARISING OUT OF OR RELATED TO THE USE OF ONLINE BANKING, OR ARISING FROM ANY COMPUTER VIRUS, SYSTEM OR NETWORK FAILURE OR INTERNET FAILURE, AND REGARDLESS OF WHETHER AAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AAC SHALL NOT BE LIABLE FOR DAMAGES, UNDER ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS WEB SITE, OR THE INFORMATION OR SERVICES PROVIDED HERE, OR THE INABILITY TO USE THE INFORMATION OR MATERIALS PROVIDED HERE. ANY AAC LIABILITY UNDER THIS AGREEMENT OR ARISING FROM THE USE OF ONLINE BANKING SHALL BE LIMITED TO THE REASONABLE COST OF TAKING CORRECTIVE ACTION REGARDING THE CIRCUMSTANCE GIVING RISE TO THE LIABILITY BEING CLAIMED. SUCH LIMITATION SHALL BE THE MAXIMUM EXTENT OF AAC'S LIABILITY, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST AAC, AND THIS SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH LIABILITY.

For purposes of this paragraph only, "AAC" shall mean the organization described in Section 1 of this Agreement, including all its past, present and future directors, employees, contractors, agents, third party service providers and any person or entity involved in the creation, production or delivery of this Web site or the Information provided here.

Viruses And Links

AAC disclaims all responsibility and liability for any damages caused by viruses contained within the electronic files or at this Web site. While this Web site contains links to other Web sites we believe may be of interest to you, AAC is not responsible for the functioning, content or accuracy of these linked sites.

Disclosure Of Your Account Information

Consistent with our Security & Confidentiality Statement, AAC will protect your account information and other confidential information provided through Online Banking. You agree that AAC may disclose all or any portion of this information to its own employees, contractors, agents, affiliates, third party service providers, independent auditors, regulators, consultants or attorneys as needed (a determination within the sole discretion of AAC) to provide, administer and monitor Online Banking and to carry out AAC's responsibilities under this Agreement and all applicable laws.

Changes To This Agreement

AAC reserves the right to change the terms of this Agreement at any time. If any changes are made, the revised Agreement will be updated and posted on this Web site. Generally, a change in terms will become effective thirty (30) days after the date notice is posted on the Web site. You will not be required to click "I Accept" after your initial enrollment into Online Banking. Your continued use of Online Banking after the effective date will be your agreement to be bound by this Agreement, as amended by the new terms. You should review these terms from time to time. If AAC determines, in its sole discretion, that any change is needed immediately, AAC will post notice that such change becomes effective immediately. You are always free to reject any change in the terms of this Agreement by closing the Online Banking access to your account(s).

Termination Of This Agreement

AAC reserves the right to terminate your access under this Agreement or the Online Banking program at any time for any cause or no cause and without prior notice. In the event AAC decides to terminate this Agreement, AAC will make a reasonable attempt to notify you provided that circumstances allow for notification and the time required. You may terminate this Agreement's applicability to your account(s) at any time, and without any fee or penalty, by closing your account's Online Banking access through this Web site and terminating your use of Online Banking. You must do this by following the procedure set out on this Web site.

Binding Arbitration Of Disputes

You and AAC mutually agree that any disputes not satisfactorily resolved between the parties arising out of or related to this Agreement, or arising out of or related to Online Banking or any of its Services, including all actions and transactions made by or through Online Banking, shall be submitted to final and binding arbitration in the State of California, or any other mutually agreed location. Arbitration shall be conducted in accord with the Commercial Arbitration Rules of the American Arbitration Association, unless the parties shall mutually agree to different rules or procedures. Each party shall bear its own costs connected with arbitration, and the parties shall comply promptly with any award or ruling of the Arbitrator. The prevailing party in arbitration shall have the right to enter, without contest by the other party, an order reflecting the Arbitrator's decision in any court of competent jurisdiction.

Governing Laws

This Agreement is governed by and will be interpreted under the laws of the United States of America, including applicable federal laws, and the laws of the State of California, applicable to contracts executed and performed entirely in, and by residents of, that state.

Privacy Policy

Your privacy is important to us. We want you to know that we hold your financial and other personal information in strict confidence. Since 1972, Farm Credit Administration ("FCA") regulations have forbidden the directors and employees of Farm Credit Institutions from disclosing personal borrower information to others without your consent. We do not sell or trade our customers' personal information to marketing companies or information brokers.

FCA rules allow us to disclose customer information to others only in these situations:

- We may give it to another Farm Credit institution that you do business with.
- We can be a credit reference for you with other lenders and provide information to a credit bureau or other consumer reporting agency.
- We can provide information to certain types of legal or law enforcement proceedings.
- FCA examiners may review loan files during regular examinations of our association.
- If one of our employees applies to become a licensed real estate appraiser, we may give copies of real estate appraisal reports to the State agency that licenses appraisers when required. We will first remove as much personal information from the appraisal report as possible.

The Association also complies with all other applicable state and federal financial privacy laws.

As a member/borrower of this institution, your privacy and the security of your personal information are vital to our continued ability to serve your ongoing credit needs.

PRIVACY OF INFORMATION OBTAINED THROUGH OUR WEBSITE

When you visit our website, any information obtained from you will be subject to the same restrictions as set forth above. More particularly, this is how we handle information we learn about you from our website. The information that we receive depends on what you do when you visit our site. If you visit our website to browse, or to read or download information:

We may collect personal information (your name, address, phone number and e-mail address) and additional information volunteered by you during the loan inquiry process to enable us to offer you the best products and services. We may also contact you with news about new products or services. Additionally, your e-mail address is collected when you submit any e-mail to us. AAC limits the use collection of all information that is necessary to maintain and administer financial services, provide high quality service and offer new products and services that may be of benefit to you. If for any reason, you would like to be removed from our distribution list, please contact us at American AgCredit, PO Box 1120, Santa Rosa, CA 95402-1120 or at onlinebanking@agloan.com.

Generally, we do not use cookies on this Web site. On occasion we send a session cookie to your computer that is returned only to our server. A session cookie is a small bit of text temporarily stored in your computer to facilitate the operation and access to some of our Web pages. This session cookie is deleted when you exit your browser. One session cookie not deleted when you exit your browser is zip code information that you may enter when checking weather-related information on this Web site. We do not collect any personal information about you when you visit our Web site unless you give us that information. However, we do collect information about your Internet connection. When you visit our Web site we automatically collect and store the following information about you:

- The name of the Internet domain you used to access the Internet (for example, "xcompany.com," if you use a private Internet access account, or "yourschool.edu," if you connect from a university's domain).
- The IP address of the Web site from which you linked directly to our Web site (an IP address is a number automatically assigned to your computer when you surf the Web).
- The date and time you access our site.
- The browser you use.
- The pages you visit.

This information does not identify you personally.

For Web site security purposes and to ensure that this service remains available to all users, this computer system employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Except for authorized law enforcement investigations, no other attempts are made to identify individual users or their usage habits. Raw data logs are used for no other purposes. Unauthorized attempts to upload information or change information on this service are strictly prohibited and may be punishable under the law.

Our privacy policy only addresses our activities from our Web site. Other sites, including those to which we have provided links, may have their own policies, which we do not control, and thus are not addressed by our policy.

We continue to monitor, review and update the privacy measures and technology that we have in place to protect your information. Your questions, comments or complaints about this policy may be directed to onlinebanking@agloan.com

ACH SERVICES AGREEMENT

AGREEMENT FOR ELECTRONIC FUNDS TRANSFER THROUGH ONLINE BANKING

The Electronic Funds Transfer Program ("EFTP") is a service that allows you to transfer funds to and from your American AgCredit, ACA and/or any of its now or hereinafter existing subsidiaries (herein collectively "AAC") business Loan Account(s) or Funds Held account (s), or H Stock account(s) through Online Banking or by contacting your local AAC branch office. Access to the EFTP through Online Banking or by contacting your local branch office is subject to this Agreement and the Online Banking Agreement. By clicking the "I Accept" button from the enrollment screen, you acknowledge that you have read and understand the contents of this Agreement, and the Online Banking Agreement, and that you agree to be legally bound by them. This EFTP Agreement establishes the terms governing electronic transfers of funds to and from your AAC Loan Accounts. The words "we," "our" and "us" in this Agreement refer to AAC, and the words "you" and "your" refer to you, the Loan Account holder(s) and anyone with the authority to exercise control over the Loan Accounts. "Loan Account(s)" means all or any single AAC business loan account(s) or Funds Held account(s) or H Stock account(s) under your name/number that are designated for EFTP access under this Agreement. The banking institution in which you have your depository checking or other account is called your depository financial institution, or "DFI."

Authorization

Each time you use the EFTP, you confirm your continuing acceptance of this EFTP Agreement. Under this EFTP Agreement, you authorize AAC, upon your request, to make loan advances from, or to transfer funds to or from, any of your designated Loan Accounts as you may direct by telephone or through Online Banking. Pursuant to your instructions and this Agreement, we may:

- Advance funds under an approved loan line of credit and transfer those funds for deposit into your DFI business checking account, or
- Transfer funds to or from your DFI business checking account to or from your AAC Loan Account(s) or Funds Held account(s) or H Stock account(s) as you may specify.

Program Requirements

EFTP transfers are available only between your Loan Accounts used primarily for business purposes and your bank accounts at DFI's used primarily for business purposes. EFTP transfers are not available to transfer funds to or from a loan primarily for a consumer purpose, or to or from a primarily personal/non-business DFI bank account. Your loan or DFI account is for a consumer purpose if it is primarily for personal, family or household use. If you received a Truth in Lending Disclosure before your loan closed, it is a consumer purpose loan. Your use of the EFTP is your representation that your loan and DFI are not consumer. Your Loan Account and the DFI account must have common ownership. If you wish to transfer funds from your DFI business checking account to your AAC Loan Account, your DFI must be able to accept debits through electronic funds transfer. Any advance from your Loan Account must be made in accordance with a previously established line of credit and is subject to all terms of that loan, as described in the loan legal documents, letters of understanding or elsewhere. If a loan advance exceeds your lending arrangement or authorized credit limit, and we inadvertently make the transfer, you are still obligated to repay all amounts advanced according to the interest rate and other terms applicable to the Loan Account. AAC's role under the EFTP program is limited to that of giving a payment order, as a sender, to our receiving bank, and then making funds available to be transferred under that payment order. We are not a bank, and we do not directly transfer or receive funds electronically to or from your DFI, as such we are not able to respond to stop payments and changes in instructions.

Continuing Agreement

Each time you use the EFTP, you agree that:

- All terms of this EFTP Agreement and the Online Banking Agreement shall apply to every transaction.
- EFTP transfers shall be requested only by persons authorized to do so for the Loan Accounts and DFI accounts to or from which the transfer is made.
- You will establish and follow applicable security procedures. We shall have full authority to act without

question on any transfer request for any Loan Account(s) if the security procedures for that account have been satisfied.

- Our disbursement is complete, and you are irrevocably obligated to repay a disbursed amount according to the loan legal documents, when we issue a payment order for the electronic funds transfer specified in your EFTP instructions and our receiving bank accepts the payment order.
- Once your DFI accepts outgoing transferred funds, your only recourse is with your DFI. You have no right of offset against the loan balance or other obligation to AAC for any error or omission of AAC under the EFTP.
- You agree to promptly pay any fees or costs incurred in connection with any EFTP transaction you request. Presently, AAC provides the EFTP for no fee. However, DFI's or intermediaries may charge fees. If fees are charged, you authorize us to pay them by debiting such amount from your Loan Account, unless you make other arrangements to pay them.
- We may refuse to process your EFTP request, without incurring any legal liability, if we have reasonable cause to believe that: your loan is delinquent or otherwise in material default, violates loan terms, is in excess of loan funds available, appears to be unauthorized by you or fails applicable security procedures, involves funds subject to a hold, dispute or legal process preventing disbursement, violates the risk control program of the Federal Reserve Bank, or violates the terms of this EFTP Agreement.
- We are not liable for loss or damage if a company or person does not accept your electronic funds transfer request for any reason, including an error or omission on our part.
- We are excused from not acting, or a delay in acting, on your transfer instructions when our inaction or delay is due to legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, disruptions in the internet or in the Online Banking service or due to any other circumstances beyond our reasonable control.
- No instructions limiting our acceptance of your EFTP requests shall be binding on us unless we have previously agreed to them in writing.
- We have complete discretion to select the means for transmission of your EFTP request, and we will make reasonable commercial efforts to effect your transaction request; but we do not guaranty results.
- We are not responsible for an incoming electronic funds transfer until your request is completed and payment from your DFI is properly posted to AAC's account.
- If you detect an error in an EFTP transaction, you will notify us immediately upon your discovery of the error, using the procedure and providing the information described in the Online Banking Agreement under the heading, "Account Errors."
- The provisions of the Online Banking Agreement are incorporated by reference into this EFTP Agreement and apply to all EFTP transactions made through Online Banking, including but not limited to the provisions in that agreement related to Account Errors, Disclaimer of Warranties, Disclaimer of Liability, Binding Arbitration, and Governing Law. The EFTP service is provided without warranty, and with the liability disclaimers and limits on damages described in the Online Banking Agreement.

Initiation and Completion of Transactions

Depending on when your EFTP transaction request is submitted to us (refer to the cutoff times in the Online Banking Agreement under the heading: "Transaction Posting"), your EFTP transaction will be initiated either the same day or the next business day. Initiating a transaction means that we request the transfer of funds through the Automated Clearing House ("ACH") system, or other electronic funds transfer system, according to your instructions. Generally, you may expect that your EFTP transaction will be completed within one to two business days after initiation. A transaction is completed when the funds are actually deposited in the destination account you request. When transferring funds to your DFI, please consult your DFI's funds availability policy to determine when the funds are available for your use.

Corrections and Termination

You authorize us to adjust entries to correct errors in transfers, and you will not hold us liable for fees that result from these adjustments, unless our actions caused the error. If you request that we stop or redirect a funds transfer or amend, alter or change a disbursement instruction, we are not responsible to cause those results, and our attempt to accommodate your request, if any, will not create any such responsibility or duty. If we receive an electronic funds transfer instruction that exceeds the balance on your specified Loan Account, you authorize us to adjust the excess payment entry with your DFI. We will notify you by telephone or secure messaging if we are unable to execute your transfer request. We have no obligation to re-send a fund transfer if we have complied with your original request.

Either you or AAC may terminate this EFTP Agreement at any time, and AAC reserves the right to terminate the EFTP at any time, but such terminations will not affect your obligation to repay all sums advanced prior to termination under the terms of your loan legal documents. Upon our receipt of notice of your intention to terminate this Agreement, we are immediately entitled to stop honoring transfers to your account, and to inform the parties with whom we transact on your behalf that you have terminated this service and that no further transactions will be accepted on your behalf. We reserve the right to change the terms of this EFTP Agreement at any time. If any changes are made, the revised EFTP Agreement will be updated and posted on this Web site. Generally, a change in terms will become effective thirty (30) days after the date notice is posted on the Web site. Your continued use of EFTP services after the effective date will be your agreement to be bound by this EFTP Agreement, as amended by the new terms. If AAC determines, in its sole discretion, that any change is needed immediately, we will post notice that such change becomes effective immediately.

Information Required

It is your responsibility to provide us with all the correct information needed for EFTP transfers to or from your DFI business account. Therefore, in addition to your transfer instructions, you must provide us with the following correct information:

- Your name(s)
- AAC Loan Account number(s)
- DFI name and routing number
- DFI business checking account number
- Identify whether business account is a checking or savings account

Please double-check all information for accuracy, especially bank account numbers, since these are the only means used to identify your accounts for electronic funds transfers. We have no obligation to determine whether any information you provide to us is correct, even if we may have reason to know or suspect that certain information may not be correct, and we may rely without question on all information you provide us. We are not liable for problems resulting from incorrect information, or discrepancies between the account names and account numbers you provide us. You are responsible for the completeness, truth, accuracy, correctness and suitability of all information provided to carry out your electronic funds transfers. As a convenience to you, we may, but have no obligation to, obtain the DFI routing number, but we will have no liability for any inaccurate information we obtain on your behalf.

Records

You agree that we are permitted to electronically record telephone calls and data transmissions between us and any person acting on your behalf, and we may keep those recordings for as long as we consider it necessary to do so. If our records about a funds transfer request are different than yours, our records will govern. Our records include our written records, Online Banking transaction records and tape recordings of electronic funds transfers.

Account Statements

All EFTP transfers will appear on your Electronic Summary and periodic Loan Activity Statement from AAC. You must review each Electronic Summary and periodic Loan Activity Statement promptly for any discrepancies in EFTP transfers. If you think an EFTP error has been made, you must contact us, through secure messaging or by contacting your local AAC office, within a reasonable time, but not later than fourteen (14) days, after you receive the first notice or statement showing the discrepancy. You authorize us to make appropriate adjustments if we discover an error in any loan account payment or available loan account commitment. Should you fail to notify us of an EFTP error within this time, we will not be obligated to pay interest on or reimburse you for funds erroneously transferred if your failure to discover and notify us of the error causes or contributes to a loss.

Indemnification

You agree to indemnify, defend and hold AAC harmless from any damage, loss or liability of any kind, including without limitation, reasonable attorney's fees and court costs, which may result, directly or indirectly, in whole or in part, from the actions taken or services rendered by AAC under this EFTP Agreement pursuant to your instructions or the information you provide. For purposes of this Indemnification section only, "AAC" shall have that meaning identified above, but shall also include all its past, present and future directors, employees, contractors, agents, third party service providers and any person or entity involved in providing this EFTP

service.

Your Liability

Except as otherwise provided by law, you shall be liable for any loss or damages in all cases where: We have followed the security procedures applicable to your Loan Account(s), You fail to notify us within a reasonable time, not to exceed fourteen (14) days after the Posting Date, of any discrepancy in your Electronic Summary or Loan Activity Statement regarding an EFTP transaction, or You or your current or former authorized representatives attempt or commit unauthorized, fraudulent, or dishonest acts.

Your liability includes, but is not limited to, instances where a former authorized agent, representative or employee or anyone else initiates one or more EFTP transfers to your detriment by obtaining access to your transmitting facilities or your security information, regardless of how that access or information was obtained and regardless of whether the obtaining of such access or information is your fault.

Time Limit to Bring EFTP Claims

Due to the difficulty of accurately reconstructing events that occurred more than a year previous, we must limit the time period for bringing any claim which in any way relates to the EFTP. Therefore any action in arbitration or other legal action to enforce any right under this EFTP Agreement must be commenced within one (1) year from the date of the occurrence giving rise to the claim or action. After the expiration of one (1) year, we will not be liable for, and you agree to not bring any action, based on any act or omission arising out of or relating in any way to our delivery of services under this

EFTP Agreement. If applicable law does not allow this one-year time limit, then claims must be brought within the shortest applicable time period allowed under that law.

Cooperation in Loss Recovery

In any claim for damages, whether between the parties to this EFTP Agreement or with any third party, both AAC and you agree to use our best reasonable efforts to cooperate with each other, to the extent permitted by applicable law, in performing loss recovery efforts, sharing information, or in taking any action that either party may be obligated to defend or elect to pursue against a third party.

Provisional Payment

The credit we give you for any funds transfer is provisional until we receive final payment of the transfer amount. If we do not receive final payment, you agree to refund to us the full amount of the transfer. You also agree that the party initiating the funds transfer to you shall not be deemed to have paid you the amount of the transfer.

Previous Agreements

This EFTP Agreement supersedes and replaces all previous agreements on this subject between the parties.

Changes

Any authorized EFTP user may individually cancel or stop this service. Except for emergency situations, any change must be made in writing, and we must receive at least thirty (30) days prior notice of the change. We are not liable for any loss due to transfers made prior to the expiration of this 30-day period. A change in authorized users must be accomplished in writing or in the same manner as your initial authorization. In emergency situations, deletion of an authorized representative may be made by telephone, followed by your immediate written confirmation to us.

Acknowledgement

You acknowledge being provided the information in this EFTP Agreement before you authorized us to transfer funds to or from you AAC Loan Account through Online Banking. You have read, understand and agree to all terms of this EFTP Agreement.