ONLINE SERVICES AGREEMENT

(Online Services Agreement and Disclosures)

YOUR USE OF ONLINE SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH INCLUDES THE ONLINE SERVICES ENROLLMENT FORM AND ONLINE DISCLOSURES, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. (COLLECTIVELY, THE “AGREEMENT”) BY YOUR SIGNATURE(S) BELOW, WHETHER ELECTRONIC OR OTHERWISE, WHICH (FOR THE ONLINE VERSION OF THIS AGREEMENT) MAY BE INDICATED BY CLICKING THE “I ACCEPT” BUTTON (OR OTHER SIMILAR MANIFESTATION OF ASSENT) 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.

This **Agreement** sets forth the terms and conditions governing Your use of the various products and services provided through the Website or otherwise made available by and through AAC and accessible to customers via the world wide web or that can be accessed and used with software programs offered by AAC (collectively, the “**Online Services**” or “**Services**”). The availability of the Services described in this Agreement may vary depending on how you access Online Services (via website or mobile app) and some Services are only available for certain account types. You agree that any transactions initiated using Mobile Banking to access Online Services shall be for commercial transactions only, and not be for personal, family or household purposes.

1. Definitions

A. “AAC” or “we” means and refer to American AgCredit, AAC and its wholly-owned subsidiaries, whether now existing or that may exist in the future, and each of them.

B. “Administrator” means the Administrator designated by all by on the loan(s) made subject of the designation.

C. “Authorized User” means any individual designated as an Administrator and any individual designated by an Administrator as being authorized to access and use Online Services pursuant to this Agreement.

D. “Borrower” means, individually and collectively, any Person that is obligated on an Eligible Account as a borrower.

E. “Business” means, any Person other than a natural person that is obligated on an Eligible Account for which Online Services are requested or used.

F. “Business Account(s)” means any AAC account established primarily for a business or agricultural purpose (as opposed to an account established primarily for a personal, family, or household purpose) and may include any loan account, or funds held account you may have with AAC.

G. “Business Day” means any day on which AAC is open for business.

H. “Consumer Account(s)” means any AAC account established primarily for a personal, family, or household purpose (as opposed to an account established primarily for a business or agricultural purpose) and may include any loan account, or funds held account you may have with AAC.

I. “Eligible Account” means each AAC loan or product that you own or have applied for that is accessible through the Website.

J. “Online Credentials” means the unique identifiers used by individuals when they are accessing the Services, which may include a username and password, biometric identifiers and/or multifactor authentication.

K. “Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

L. “Provider” means any institution, processor or third party that AAC has engaged to provide remittance capabilities, equipment, or other services in connection with Online Services, including but not limited to CoBank, ACB. This includes any agent, independent contractor, or subcontractor of any of the foregoing.

M. “Website” means AAC’s website (www.agloan.com).

N. “You” or “Your” means the member, borrower, customer, or user of the Services; the term “you” or “your” shall include an Authorized User for purposes of this Agreement.

2. Agreement and Use of Online Services

A. The Online Services allow an Administrator or Authorized User to view or access account information and conduct transactions. Each time you use Online Services, your use constitutes your continuing agreement to use Online Services according to this Agreement and to be legally bound by all of its terms and conditions, including any amendments or supplements to this Agreement and any changes to the terms and conditions that may occur from time to time., on reasonable notice You agree to:

- Use Online Services only for those accounts for which you have authorized access and use;
- Use Online Services only in accord with this Agreement and applicable laws;
- Comply with any user requirements as may be promulgated from time to time;
- Promptly pay all fees and charges that may apply to your use of Online Services either now or in the future; and
- Remain bound by the terms and conditions of your loan documents with AAC, which will always govern and control and may not be amended or otherwise modified by this Agreement or any Online Service transaction or without the express written consent of AAC.

B. Certain special or custom loan products or services may not be available through Online Services. If any transaction requiring prompt completion cannot be made or concluded through Online Services, then you must contact AAC during business hours, either by calling AAC at (800) 800-4865, or by contacting a local AAC branch by telephone or through an in-person visit.

C. The products and services provided through Online Services may change from time to time, Services may be added or removed at AAC's sole discretion, and certain Services may not be available at the time this Agreement is made. Your use of additional services when they become available constitutes your agreement to be bound by the terms and conditions contained in this Agreement and/or separate agreements covering these services.

D. You agree with AAC and its Provider(s) that a Provider may consider you to be its customer solely for purposes of the money transmittal aspects of the Service(s) that AAC provides to you under this Agreement and for which a Provider offers or provides services to AAC, using accounts at the Provider in AAC's name and/or in your name. You also agree with AAC and AAC's Provider(s) that you will not bring any claims, disputes, demands, actions, suits, or other litigation, arbitration, or other dispute resolution or administrative proceeding (collectively, "Claims") against any Provider, and any Claims relating to any Provider's acts or omissions will be brought directly against AAC to the same extent as if AAC had performed that portion of the Services itself.

E. Online Services are provided as a privilege and convenience to AAC customers. AAC reserves the right to terminate or modify your access to Online Services, in whole or in part, or access to any account via the Online Services (including any Business Account or Consumer Account) at any time and without prior notice. AAC also reserves the right to terminate or restrict your access to Online Services in the event AAC determines, in its sole discretion, that: (i) you are in default under any of your loan documents with AAC; (ii) your access to Online Services is in violation of applicable laws or this Agreement; and/or (iii) your access Online Services with regard to any account (including any Business Account or Consumer Account) represents an unacceptable risk to AAC. AAC will make a reasonable attempt to notify you if your access to Online Services access is terminated for any reason but is under no obligation to do so.

F. It is expressly understood, acknowledged, and agreed that, notwithstanding anything to the contrary: (i) an Authorized User is not a third-party beneficiary of any loan between a borrower and AAC and is not entitled to any rights, privileges, or benefits of the lender/borrower relationship between any borrower and AAC; (ii) an Authorized User is included within the definition of “you” or “your” for purposes of this Agreement only, as a user of the Services, and no other rights, privileges, or benefits under any loan are being made or will be available to an Authorized User outside of the ability to utilize Online Services; (iii) the Administrator’s role is limited to the rights designated by all borrower(s) on the loan(s) made subject of the designation; and (iv) an Authorized User designated by an Administrator shall only have the access properly designated by an Administrator, which access shall not exceed the properly designated access of the Administrator, notwithstanding anything to the contrary.

3. Proprietary Rights

AAC and third parties are the absolute owners of all intellectual property and rights applicable to the Website and/or Online Services, as applicable. You agree that the website contains proprietary trademarks, data, text, information, programs, and materials (collectively referred to as “Information”) protected by copyright, trademark, and other forms of ownership protection under the laws of the United States of America and/or may be protected under applicable state law. Except as specifically authorized in this Agreement, you do not have permission to copy, use, or republish, in any form, any Information found on the website. You are authorized to view the Information available on the website for your activities with AAC and for informational purposes only and you may create an electronic copy of the Information for your 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 the Website is derived solely from, and is expressly limited by, this Agreement. You agree not to assert any claim of ownership over, or any rights to, the Information, including any software or data, based on your use or otherwise.

4. Transaction Posting

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

- A transaction initiated before Noon, Pacific Time, will be processed that business day and will be posted (made available) on the next Business Day.

- A transaction initiated after Noon, Pacific Time, will be processed and posted (made available) the next Business Day.
- A transaction initiated on a non-Business Day will be effective the next Business Day.

If a transaction is not received on the day that it is initiated, then the date of processing will be delayed until the Business Day such transaction is received and may not be posted (made available) until the Business Day after it is received. The Business Day on which the amounts made subject of a transaction are posted (made available) are all contingent upon the receipt of good funds.

5. Processing Restrictions

AAC will not process your transaction if:

- Your account does not have sufficient funds to cover the transaction as determined by AAC in its sole discretion;
- Your loan is in default or the requested transaction will result in a default as determined by AAC in its sole discretion;
- Your transaction violates, as determined by AAC in its sole discretion, a term or condition of (i) this Agreement, (ii) any subsequent agreement to which you consent, including through your use of Online Services, or (iii) your loan documents with AAC;
- A legal order prohibits AAC from processing the transaction;
- AAC terminated your account access to Online Services;
- AAC terminated this Agreement;
- You (or anyone you allow to use the account) commits or attempts to commit fraud or violate any law or regulation as determined by AAC in its sole discretion;
- 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 instructions concerning Online Services;
- Any circumstance beyond AAC's control (including fire, flood, acts of God, unexpected disruption of service, or action of any third-party) that prevents completion of the transaction;
- AAC determines in its sole discretion that your transaction may violate applicable law.

Unless otherwise restricted by law, you agree to indemnify and hold AAC and its employees, officers, directors, agents, and other representatives harmless for any loss or damage resulting from AAC's election not to process your transaction as set forth above.

6. Account Errors and Reporting

You understand, acknowledge, and agree that details of account activity and charges with regard to your loans are available on a daily basis electronically through Online Services (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 Service transaction, then you must immediately contact AAC by telephone at (800) 800-4865 or by secure message through the Message Center after logging into the Online Services platform. It is your responsibility to promptly notify AAC of any Online Service transaction error reflected in your Electronic Summary. Any delay in notifying AAC of an error or suspected error could result in damage or loss, for which AAC is not liable or otherwise responsible.

To report an error, please provide the following information:

- Your name and the name(s) and account number(s) applicable to the account(s) at issue
- Individual contact(s) for the account(s) at issue
- A brief description of the error or suspected error or nature of the problem
- The dollar amount of the error or suspected error
- Other information you believe is relevant or that AAC may require to determine the nature of the error or suspected error

If you report an error or suspected error, then we may ask you to provide a written confirmation of your complaint or inquiry within ten (10) business days or sooner, or as otherwise permitted by law. We will investigate your reported error or suspected error within ten (10) business days of receiving your report, to the extent possible. If we confirm the error, then we will correct such error promptly to the extent possible. If we do not confirm the error, then 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 to the extent permitted by law; provided, however, nothing herein or otherwise requires or authorizes the disclosure of confidential information of the Association, all such rights, privileges, and confidences being expressly reserved. If we need more than ten (10) business days to investigate your complaint or question, then we may take up to forty-five (45) days, in which case we may make a provisional credit to your account, subject to the terms and conditions of this Agreement, within ten (10) business days in the amount you think is in error and can be supported by the information available at the time so that you will have use of the monies during our investigation. If we determine there was no error and made a provisional credit to your account prior to the completion of the investigation, then we will make a corresponding debit to your account to reverse the credit. 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, or if Online Services are not available for your us with regard to the account at issue pursuant to the terms of this Agreement or as otherwise provided by law, then we will not credit your account during the investigation.

7. Disclaimer of Warranties

ONLINE SERVICES AND INFORMATION RELATED THERETO ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE, WARRANTIES OF TITLE OR NON-INFRINGEMENT, AND WARRANTIES ARISING BY VIRTUE OF COURSE OF DEALING OR CUSTOM OF TRADE. AAC DOES NOT WARRANT THAT ONLINE SERVICES WILL BE ACCURATE, COMPLETE, OR TIMELY OR FREE FROM ERRORS 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 ITS WEBSITE AND SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE INFORMATION ON ITS WEBSITE.

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.

8. Online Credentials/Login

Within certain prescribed parameters, you may select the username you would like to use for Online Services with AAC, which parameters may change from time to time. The system will send an email to you that contains your temporary password after your enrollment is activated. After logging in, you may modify and change your username, password, and email address under the User Profile sub-menu.

9. Mobile Services

Your enrollment in the Online Services may include access to some products and services through a mobile device ("Mobile Services"). You have agreed to use the American AgCredit Mobile Banking App ("Mobile App") as part of the agreement to use Online Services. By using the Mobile Services, you agree to the following terms.

A. **Access to Mobile Banking**. As part of the Online Services and following the implementation and set up of services and downloading the Mobile App, you may, as an Administrator or an Authorized User, use a mobile phone or other wireless device ("Mobile Device") to access Online Services to view Eligible Account information, perform transactions and use other Services through Online Banking to which you have subscribed ("Mobile Banking"). Before you can enroll in and have access to the Mobile Banking, you must enroll in Online Banking and agree to the terms and conditions of this Agreement and be an Administrator or Authorized User. In addition, you must click on or press the "I Agree" button for access to Mobile Banking and by doing so, and by your use of Mobile Banking, you have accepted and agreed to be bound by all terms and conditions governing Mobile Banking, including without limitation this Agreement as amended from time to time. Any Services accessed or transactions initiated by you as a Master Authorized User or Authorized User using Mobile Banking shall always be subject to the terms of such Service and subject to the security procedures established for such Service from time to time. Mobile connectivity is subject to the terms and conditions of your mobile service provider. AAC has the absolute discretion to make Mobile Banking available to you and determine the scope of Mobile Banking and Services available through Mobile Banking, and may modify, restrict, withdraw, cancel, suspend or discontinue any or all of the Services offered through Mobile Banking without notice in its sole discretion. You understand that by using Mobile Banking after any modification or change has been effected to this Agreement, you are deemed to have agreed to any such modification or change.

B. **Mobile Devices**. Your Mobile Device must meet the requirements established by AAC which may change from time to time. You are solely responsible for maintaining possession, confidentiality and security of any Mobile Device and shall be liable for any instruction, information, confirmation, or payment order received by AAC using the Online Credentials assigned to you for Mobile Banking and Online Services or such Services whether or not it was authorized. AAC recommends that you use a security password or other security measures to restrict access to any Mobile Device used for Mobile Banking. AAC will use reasonable efforts to make Mobile Banking available for use on a continuous basis; provided, however, some or all of the Services offered through Mobile Banking may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other reasons beyond AAC's control. You are responsible for keeping your Mobile Banking username, password and other access and Account information secret and confidential, and you shall not disclose such information to any unauthorized person and shall take all steps necessary to prevent discovery of such information by any unauthorized person. You shall inform AAC and the Administrator as soon as you know or suspect that someone else knows such information or that unauthorized transactions have taken place.

C. **Fees and Charges**. You are responsible for all telephone charges and charges by any mobile communication provider, internet service provider or other third party incurred in connection with the use of Mobile Banking. AAC is not a party to, and AAC has no duty, liability or responsibility with respect to or in connection with (i) your mobile communication service agreement, or (ii) any Mobile Device, software or other any product or service you may purchase from others relating to your use of Mobile Banking or your Mobile Device.

F. **Quick Login**. You can choose to sign in on the Mobile App by choosing Quick Login to the extent such service is offered and becomes available. In such event, the following considerations should be taken into account:

- If Quick Login is enabled, then anyone with the access code and/or biometric identifier(s) stored on your device will have access to your account(s).
- Your PIN or other login credentials (*e.g.*, Apple Touch ID) may be stored on your device if you enable Quick Login.

Although services such as Quick Login are designed to be secure, AAC does not recommend using Quick Login if you do not own your device, do not have an expectation of privacy with regard to your device, share your device with others, share your device passcode with others, or do not have a passcode enabled. Anyone who has access to your device may be able to access your PIN or other credentials or may be able to authorize additional credentials on your device. Once added, those credentials could be used to access your financial or confidential information. By utilizing Quick Login, you acknowledge, understand, and agree to accept the risks associated with Quick Login, including those described above.

10. Passwords and Security

You agree to: (a) satisfy any and all security measures and requirements, including any legal or other requirements, applicable to your use; (b) establish a password; and (c) maintain the security of that password at all times. You understand, acknowledge, and agree that AAC: (a) shall be entitled to act on all instructions provided through Online Services, which are authorized using the correct password for that account; (b) is not liable for any unauthorized transaction or access to your account or for any damages resulting from such use; and (c) requires you to periodically change your password.

If your password is ever lost, stolen, or improperly disclosed, or if you notice any irregularity in your account, then you agree to report such matter(s) immediately by telephone or by secure message to AAC, and to immediately change your password. Password changes shall be made online. For more information, please see https://www.agloan.com/online-banking/american-agcredits-security-measures/.

Additional Security Responsibilities. You agree that the following additional security responsibilities shall govern the use of the Services:

i. You agree that you are responsible for ensuring all Online Credentials and any other security or access codes are kept strictly confidential and are not provided to or shared with any unauthorized parties. You agree that your Administrators or Authorized Users shall each have their own unique Online Credentials. You agree to notify us immediately if you believe that any Online Credentials or other security code has been lost, stolen, compromised, or otherwise becomes known to an unauthorized person(s) or if you believe that any transaction or activity is unauthorized or in error. We shall not be liable to you or any third party for any loss incurred as a result of your failure to notify us. You agree to indemnify, defend, and hold AAC harmless from any loss, damages, or expenses, including, but not limited to attorney's fees, caused by your, your employees', or your Administrator or Authorized Users failure to keep the Online Credentials or other security codes confidential and secure.

ii. Your use of the Service constitutes your agreement that the security responsibilities outlined in this Agreement are commercially reasonable. You acknowledge and agree that these security responsibilities are not designed to detect errors in the content of instruction and transactions. You also understand and agree that these security responsibilities, even when properly implemented by us and by you, do not provide a guarantee against unauthorized access to information or unauthorized transactions. Accordingly, you agree to assume risks in connection with the establishment and/or use of the Service. Without limiting the generality of the foregoing, you agree that if Eligible Account information is accessed, or if an instruction is made (such as a transfer or payment), by a person using your Online Credentials or other protected information, we may treat that access request or instruction as being authorized by you if we follow the requirements outlined in this section (even if it was not actually authorized by you), and you agree to be bound by any transactions implemented by those instructions, subject to Applicable Law. **YOU ACKNOWLEDGE AND AGREE THAT ANY ELECTION YOU MAKE TO WAIVE, CHANGE, OR DISREGARD THE SECURITY RESPONSIBILITIES ASSOCIATED WITH THE SERVICE ARE AT YOUR SOLE RISK. YOU FURTHER AGREE THAT ANY PAYMENT, TRANSFER OR OTHER REQUEST PROCESSED OR PURPORTED TO BE PROCESSED BY YOU BY WAIVING, CHANGING OR DISREGARDING THE SECURITY RESPONSIBILITIES SHALL BE TREATED AS AUTHORIZED AND YOU SHALL BE RESPONSIBLE FOR ALL LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER.**

iii. You agree to adopt and implement your own commercially reasonable policies, procedures, and system to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). You also agree that you will promptly investigate any suspected Data Breaches and monitor your system regularly for unauthorized intrusions. You will provide timely and accurate notification to us of any Data Breaches, when known or reasonably suspected by you and will take all reasonable measures, which may include, without limitation, retaining competent forensic experts, to determine the scope of data or transactions affected by the Data Breaches and promptly provide such information to us.

iv. THE ONLINE CREDENTIALS ARE CONFIDENTIAL AND SHOULD ONLY BE DISCLOSED TO INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM. YOU AGREE TO SAFEGUARD THE ONLINE CREDENTIALS AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. YOU HAVE THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE ONLINE CREDENTIALS. YOU HAVE THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN YOUR OWN SECURITY PROCEDURES TO ENSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE ONLINE CREDENTIALS

11. Password Requirements

Initially, when you sign up for Online Services, you will be asked to create your online password, which you must use each time you access AAC's Online Services. Later, you may reset your password using the Forgot Password feature within Online Services. AAC will act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. To further safeguard your account, we recommend that you change your password regularly. You are responsible for keeping your AAC password, account numbers, and other loan or account data confidential. You agree to keep your Online Credentials needed to access Online Services confidential. You agree that if you authorize another person to access Online Services features AAC may rely on such person's apparent authority. Unless otherwise restricted by law, you agree to indemnify and hold AAC and its employees, officers, directors, agents, and other representatives harmless for any loss or damage resulting from any person authorized to act with regard to your account(s).

If you forget your password, then you may simply click on the Forgot Password link and follow the prompts provided. You will need your username, email address, and security question answers entered into the Online Services system. After logging in, you may modify and change your password. If you need assistance, then you may contact Customer Service at (800) 800-

4865 or by secure message by clicking on the Message Center link after logging into the Online Services platform.

12. Transactions Subject To Credit Approval

AAC provides the opportunity to request certain Services online, which may be subject to credit approval. This feature is intended as a convenience for AAC customers. You acknowledge and 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 through Online Services. Your ability to submit Service requests online is not intended to suggest that AAC is committed in advance to approve any Service request or that credit applications for Services submitted online 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 as permitted by law.

13. Joint and Several Liability

If any one or more of your Eligible Accounts have any co-Borrowers, each co-Borrower is jointly and severally liable for any obligation which arises from any Authorized User or Administrator’s use of Online Services to access and/or initiate transactions from the Eligible Account(s).

14. Disclaimer of Liability and Limitations on Damages

By establishing your online account and using Online Services, including but not limited to Mobile Banking, you understand, acknowledge, and agree that AAC SHALL NOT BE: (a) 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 SERVICES, REGARDLESS OF CAUSE (INDIVIDUALLY AND COLLECTIVELY, “LOSSES”); (b) RESPONSIBLE FOR ACCESS FAILURES OR ERRORS IN TRANSMISSION OF INFORMATION; (c) RESPONSIBLE FOR ANY LOST PROFITS OR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR ECONOMIC DAMAGES, OR DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LOST DATA, LOST BUSINESS OPPORTUNITIES, LOST PROFITS, LOST SAVINGS, OR LOST RESERVES ARISING OUT OF OR RELATED TO THE USE OF ONLINE SERVICES, 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; and (d) LIABLE FOR DAMAGES, UNDER ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF AAC'S WEBSITE, OR THE INFORMATION OR SERVICES PROVIDED HERE OR THEREUNDER, OR THE INABILITY TO USE THE INFORMATION OR MATERIALS PROVIDED HERE OR THEREUNDER.

You understand, acknowledge, and agree that: (a) ANY AAC LIABILITY UNDER THIS AGREEMENT OR ARISING FROM THE USE OF ONLINE SERVICES SHALL BE LIMITED TO THE REASONABLE COST OF TAKING CORRECTIVE ACTION REGARDING THE CIRCUMSTANCE GIVING RISE TO THE LIABILITY BEING CLAIMED; and (b) 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 section 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 (including CoBank, ACA), and any person or entity involved in the creation, production or delivery of this website or the Information provided here (individually and collectively, "Indemnitee").

15. Viruses and Links Disclaimer

To the fullest extent allowed by law, AAC disclaims all responsibility and liability for any damages caused by viruses contained within the electronic files or on or at AAC's website. While the website contains links to other websites we believe may be of interest to you, AAC is not responsible for the functioning, security, content, or accuracy of any linked sites.

16. Disclosure of Your Account Information

AAC will protect your account information and other confidential information provided through Online Services as set forth in its Privacy Policy, as amended or otherwise modified from time to time, or as otherwise required by law. You agree that AAC may disclose all or any portion of this information to its own employees, contractors, agents, affiliates, third-party Providers, independent auditors, regulators, consultants, or attorneys as needed and as determined by AAC, in its sole discretion, to provide, administer, and monitor Online Services and to carry out AAC's responsibilities under this Agreement and as provided for by law.

17. Electronic Communications and Signatures

You consent to the use of electronic records and signatures in connection with the execution of this Agreement and any other agreements relating to Online Services. The effectiveness of any such agreements and signatures, whether electronic or otherwise, shall, subject to applicable law and the terms and conditions of AAC's Online Services E-Sign Act Consent and Disclosure, and shall have the same force and effect as manually signed originals and shall be binding on you. This consent is provided in accordance with the Electronic Signatures in Global and National Commerce Act, as amended, and any other applicable law addressing the use of electronic records and signatures. AAC's Online Services E-Sign Act Consent and Disclosure Agreement is available through the Website.

18. Stop Payment

By enrolling in Online Services, you certify your understanding that it is necessary to provide the correct information related to the subject transaction(s) and that failure to do so may result in the payment of the disputed amount.

You may request to stop payment after a payment has been processed by contacting Customer Service at (800) 800-4865 or by secure message by clicking on the Message Center link after logging into the Online Services platform. The ability to successfully stop payment depends on how the funds were remitted to the payee and the time elapsed since the payment was processed. AAC will make commercially reasonable efforts to stop payment pursuant to your request but shall have no liability if unsuccessful.

You agree that the stop payment will not be effective unless and until AAC has reasonable opportunity to act on it. AAC will not be responsible for failing to stop payment on the check or draft if any of the information provided to AAC is incomplete or inaccurate or if the request is delayed; anyone holding the original check or draft may be entitled to enforce payment on the check or draft despite the stop payment order, and AAC's records will be conclusive evidence of any information you provided when making the request. In the event you want to stop payment on a range of check numbers due to lost or stolen checks, then you agree to contact AAC for further instructions immediately upon learning of same. AAC will not be held liable or responsible for payment of any check or draft contrary to your request unless payment is solely caused by AAC's negligence, which results in actual loss to you. You agree to indemnify, defend, and hold AAC and its employees, officers, directors, agents, and other representatives harmless from and against any and all claims, actions, proceedings, damages, losses, liabilities, and costs (including court costs and attorneys' fees), which relate to or arise out of stopping payment on the item described in your request. AAC's liability shall not, in any event, exceed the amount of the check or draft presented. If AAC assesses a fee associated with a stop payment request, then AAC will charge a fee associated with such request to the extent provided for in your loan documentation or in any other documentation provided to you or made available by AAC as permitted by law. Additional terms and information regarding stop payments may be found in any stop payment request you may make, any other online disclosure you may receive, or any other agreement you may make with AAC.

19. Acknowledgments regarding Administrator/Authorized User Access

Online Services allows an authorized user to view or access loan account information based on a unique number (called an ECID) assigned by AAC to the borrower or group of borrowers. If a borrower has more than one loan with AAC, then that borrower is able to see all loans such borrower has with AAC through Online Services that falls under the ECID assigned to that borrower. If there is more than one borrower obligated on a loan, then that group of borrowers is able to view all loans common to that group (*i.e.*, that falls under the ECID assigned to that borrower group). Accordingly, if a borrower group has more than one loan with AAC, then such borrower group must designate the same Administrator for all loans common to that group in order to utilize Online Services; provider, however, an Administrator may restrict access of an Agent other than an Administrator to only certain loans common to that group.

AAC, at its sole option, may require that all requests made by an Authorized User be in writing, signed by Authorized User, in a form acceptable to AAC. If oral or online requests are permitted, then AAC's records shall be conclusive evidence of such requests. Facsimile or electronic requests may be accepted by AAC as originals of the request; copies of requests may be treated as originals of the request. Any access by Authorized User constitutes an ongoing representation and warranty by you that there is not at the time of access or request any draw, any event of default pending under the note(s) executed in connection with the loan(s) or any deed of trust or mortgage securing the note(s) executed in connection with the loan(s), and that title to any such security has not been transferred. AAC shall not be responsible for determining the authenticity of any access or action taken by an Authorized User as authorized by a written designation signed by all borrower(s) on the loan(s) made subject of the designation (in the case of an Administrator) or this Agreement, and AAC may act on the instructions of anyone it perceives to be one of the persons authorized to proceed hereunder.

Requests shall be honored according to an Authorized User's instructions to the extent authorized by the loan documents and applicable law, except that: (a) requests representing loan funds shall always be made payable to at least one borrower; and (b) wire transfers shall only be permitted if: (i) all borrowers on a loan have authorized the account into which the funds are to be deposited; or (ii) an Authorized User has been appropriately designated with transaction access and such Authorized User has authorized the account into which the funds are to be deposited.

All requests made by an Authorized User shall be irrevocable when made. AAC shall have no duty to inquire as to the propriety of any request by an Authorized User and AAC has no obligation to inquire as to the use or purpose of any funds transferred on borrower's behalf by an Authorized User, but AAC may do so in AAC's sole discretion.

All terms and conditions of any and all loan documents concerning a borrower's loan(s) with AAC shall remain in full force and effect, including any promissory note, loan agreement, deed of trust, mortgage, security agreement, and guaranty, and AAC has no obligation to execute transactions requested by an Authorized User if such transactions would result in any indebtedness in excess of AAC's approved commitment to a borrower.

The appointment of an Authorized User shall remain in full force and effect until written notice of revocation of appointment signed by any borrower (with regard to any Authorized User) or an Administrator (with regard to an Authorized User who is not an Administrator), or written notice of resignation by said Authorized User, has been received by AAC.

20. Changes to This Agreement

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

21. Termination of This Agreement

AAC reserves the right to terminate your access under this Agreement or the Online Services 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 Eligible Account's Online Service access through the website and terminating your use of Online Services. You must do this by following the procedure set forth on the website or as otherwise instructed by AAC.

22. Binding Arbitration of Disputes

You and AAC mutually agree that any and all disputes not satisfactorily resolved between the parties arising out of or related to this Agreement or arising out of or related to Online Services or any of the Services provided thereunder or through this Agreement, including all actions and transactions made by or through Online Services, shall be submitted to final and binding arbitration in the State of California to the extent permitted by law unless you and AAC mutually agree to another location in writing or unless otherwise provided by law. Arbitration shall be conducted in accordance with the Optional Expedited Arbitration Procedures of the Judicial Arbitration and Mediation Services (JAMS) before a single arbitrator unless the parties shall mutually agree in writing to different rules or procedures. Each party shall bear its own costs, fees, and expenses in connection with any arbitration regarding Online Services prior to the issuance of any award, and the parties shall comply promptly with any award or ruling of the arbitrator; provided, any final award may include costs, fees, and expenses awarded in favor of the prevailing party. 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. The binding arbitration provisions apply to any and all claims that you have against AAC or its affiliates, successors, or assigns and all of their respective directors, employees, agents, or assigns, or that the AAC has against you, including any and all claims regarding the applicability of this arbitration clause or the validity of the Agreement in whole or in part. In the event of a conflict between this agreement to arbitrate provision and the terms and conditions of any loan document relating to the handling of disputes, the terms and conditions of this provision shall govern with regard to Online Services and shall survive termination of Online Services.

23. Construction and Application

All agreements and disclosures made part of Online Services, including this Agreement, shall be construed to be, and shall be applied and enforced, consistent with applicable law, including any applicable statutes and regulations. If any provision of any agreement or disclosure relating to Online Services, including this Agreement and the disclosures made part hereof, is deemed to be invalid under applicable law, then any such provision is deemed to be omitted and the remaining provisions of any such agreement or disclosure shall remain in full force and effect and shall not be affected or otherwise impaired but shall be modified to be consistent with applicable law. This Agreement, including the disclosures made part hereof, shall be incorporated into any other agreement made part of Online Services. All agreements and disclosures made part of Online Services shall be construed, applied, and enforced to the extent permitted by law.

24. 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.

25. Privacy Policy

For information on AAC's Privacy Policy, please see https://www.agloan.com/legal-information/.

26. Representations and Warranties of Signator

Each signator to this Agreement represents and warrants, and understands, acknowledges, and agrees, that such signator: (i) has reviewed this Agreement, understands it, and agrees to comply with the terms and conditions of this Agreement; (ii) is competent, is in good standing in the state of their formation and in any state in which such signator is authorized to do business (if the signator is an entity), and is otherwise authorized to act under this Agreement; (iii) agrees to: (a) cooperate with AAC with regard to any request AAC may make concerning Online Services and the loan(s) or account(s) utilized or accessed through same; (b) provide AAC with any and all documents and information as requested by AAC concerning Online Services or the loan(s) or account(s) made subject of same; and (c) sign any agreement or designation required by AAC in connection with Online Services as may be required for the continued use of or access to same; (v) agrees that any information such signator provides to AAC is and shall be true and correct in all respects; (vi) agrees to notify AAC of any changes in any information such signator provides to AAC immediately upon any change being made; (vii) my signature on this authorization shall constitute my acceptance of, and signature on, the Online Services Agreement, as amended, from time to time; and (viii) I am not a third-party beneficiary of any agreement between AAC and Borrower and that my role is limited to the rights set forth in this authorization.