Electronic Statement/Notification Agreement and Disclosure

(eStatement/e-Notification)

This Agreement governs the electronic receipt of your periodic account statements and account notices for the accounts you enroll in the eStatement Service.
 **Definitions**
As used in this document, the words, "we," "our," "us" and "Farm Credit Association" mean **Farm Credit of Southern Colorado** (the Farm Credit Association) and the words "you" and "your" to mean each account owner(s) or authorized signer(s).  "Account(s)" means your loan or escrow account at **Farm Credit of Southern Colorado**. The delivery of periodic account statements, notices and disclosures electronically is referred to as the "eStatements Service."
 **Scope of Consent for Electronic Delivery of Statements**Your consent to receive electronic statements covers the periodic statements you are provided in connection with your account(s). This agreement is in addition to other agreements between you and us, including the applicable deposit account disclosure agreement(s), terms and conditions, and loan agreements with us.  By using the eStatements Service, you accept and agree to be bound by the general terms and conditions governing eStatements, including, without limitation, all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that the Farm Credit Association may from time to time make available to you in connection with eStatements.
 **Scope of Consent for Electronic Delivery of Notices**Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. Delivery of some disclosures in electronic form does not require the Farm Credit Association to deliver all disclosures or all disclosures of a particular type electronically, including, but not limited to, Privacy Notice, Error Resolution Disclosure required by the Electronic Fund Transfer Act (Regulation E) and Billing Error Disclosure required under the Truth in Lending Act (Regulation Z).

We will notification of availability of eStatements via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change of your e-mail address.
 **Farm Credit of Southern Colorado eStatement Procedures**You may enroll any or all of your accounts for eStatements access. To enroll an account(s), complete the following procedures:

* Go to Aglending.com to enroll in eStatements
* Log in to Online Banking and click the link – this will take you to Aglending.com to complete the enrollment process
* Identify loan accounts for eStatements
* Read and accept the electronic disclosure statement

Submit your acceptance

If your statement cycle coincides with the date of your eStatement enrollment, you will not begin receiving notification of your electronic statement until your next statement cycle.

Each statement cycle, we will send an automated notification e-mail, to the e-mail address designated by you informing you that your eStatement is ready for viewing. This e-mail will be sent shortly after the end of your statement period.  The e-mail will also be the only notice you receive of the availability of your eStatement online. Your electronic statement will be available for viewing for eighteen (18) months (or such period as determined by the Farm Credit Association and communicated to you) from the applicable statement date.

We will automatically turn off the paper statements for the account(s) once you have enrolled for eStatements.  You will need to access all future statements for the account(s) through the Farm Credit Association's Online Banking. You will be able to download, review and/or print your periodic account statements.
 **Review of eStatements**Your receipt of eStatements does not in any way alter your obligation to promptly review your eStatements. You must promptly access/review your eStatement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. All provisions as set forth in the applicable account disclosure agreement(s), terms and conditions, and loan agreements shall continue to apply.
 **Requesting a Paper Copy of Your Account Statement**
At any time, you may request a paper copy of any periodic statement or disclosure which has been delivered electronically. Paper copies may be acquired by contacting an Operations Specialist at 1-800-815-8559. We will provide the statement or disclosure to you via U.S. Mail. You may be charged the standard copy and research fees for production of a paper copy of your periodic statement.
 **Your Right to Withdraw Consent**
You retain the right to withdraw your consent for electronic delivery of periodic statements.  You may withdraw your consent at any time by giving us at least ten (10) days prior notice. Contact us by phone at 1-800-815-8559 or by mail at 5110 Edison Avenue, Colorado Springs, CO 80915. Once you have withdrawn your consent, we will then discontinue the eStatement Service for the account and paper statements and notices will be resumed. The cancellation of eStatements in no way affects the validity or legal effect of all eStatements and disclosures which have been previously delivered electronically under the eStatements Service. There is no fee to withdraw your consent and resume paper statements and notices.

**Change of Mailing Address, Email Address, and Other Information**
You agree to notify us immediately of any change in your mailing address, e-mail address or other information relevant to this Agreement. To notify us of your e-mail address change, contact us by phone at 1-800-815-8559 or by mail at 5110 Edison Avenue, Colorado Springs 80915. Please note that you must provide us with a current e-mail address in order to use the eStatement Service.  It is your responsibility to notify the Farm Credit Association in writing of changes to your mailing address for U.S. Mail delivery of other account documentation, including, but not limited to, all year-end tax reporting documents.
 **Joint Accounts**If your account is owned jointly with another person, either one of you may consent to receive or cancel eStatements and electronic notices/disclosures. Such consent to access eStatements shall apply to all owners. A notification e-mail to one owner of a joint account is considered notice to all owners.
 **Security**
You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your accounts as soon as you can access it. You must report any errors or discrepancies in accordance with our Account Disclosure as provided to you and with applicable law.
Your User ID and Password that are used to access Internet Banking Services should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers, and other account data confidential.  You further understand and agree to notify the Farm Credit Association immediately if your Password should become compromised or known to individuals who are not authorized by you.

Virus Protection. Farm Credit Association is not responsible for any electronic virus or malware that you may encounter using the Online Banking or Mobile Banking systems. We encourage you to routinely scan your electronic devices using reliable virus protection product to detect and remove viruses and malware. If undetected and unrepaired, a virus can corrupt and destroy your programs, files, and hardware. We are not responsible for or liable for any indirect, incidental, special, or consequential damages that may result from harmful hardware or software components on equipment or liable if sensitive information accessed via Online Banking or Mobile Banking systems is intercepted by a third party. You agree to comply with all applicable laws, rules and regulations in relation to the use of the Services.

 **System Requirements**In order for you to access and retain your eStatement records, your personal computer must meet the following requirements:

* Internet and e-mail access
* A certified/supported browser that supports 128-bit encryption
* Adobe Acrobat Reader 7.0 or higher

If your browser does not support 128-bit encryption, you must upgrade it to access the Online Banking secure pages to allow access to your eStatements. We strongly discourage you from using unsupported browsers as they may not allow our Online Banking Service to function or display properly and may fail to meet our security requirements.

**Change in Terms**The Farm Credit Association reserves the right to change the terms and conditions of this agreement (including fee schedule) at any time, including the addition and deletion of eStatement Services. We shall update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent addresses listed on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees, any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the eStatement Service when such changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the eStatement Service and notifying us of your election by U.S. Mail.

The Farm Credit Association reserves its right to terminate this Electronic Statement Disclosure Agreement and your access to the eStatement Service, in whole or in part, at any time, including, but not limited to, when you have not logged on to use Online Banking Services for over 180 days.

**Disclaimer of Warranty and Limitation of Liability**
You agree that the Farm Credit Association shall not be held liable if you are unable to gain access to the website or the Farm Credit Association's Online Banking Service from time to time.  You understand that some or all of the eStatement Services and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond the Farm Credit Association's control.

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with eStatements provided to you under the Agreement. We do not and cannot warrant that the eStatement Service will operate without error, or that the eStatement Service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the eStatement Service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

The Farm Credit Association makes no warranty that:

* The service will be uninterrupted, timely, secure or error-free
* The service will meet your requirements
* The results that may be obtained from the use of the service will be accurate or reliable
* The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
* Any errors in the software will be corrected

The Farm Credit Association shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

* The use or the inability to use the service
* Unauthorized access to your transmission
* Unauthorized alteration of your data
* Statements or conduct of a third-party service provider
* Any other matter relating to the service

**Our Right to Terminate**The Farm Credit Association has absolute discretion to make the eStatement Service available to you. Further, the Farm Credit Association has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue the eStatement Service without giving any reason and you understand that by using eStatement Service after any modification or change has been affected, you would have agreed to such modification or change.

**Consent**
By checking the box  and clicking "Accept" on the enrollment page, you consent and agree that the Farm Credit Association may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (eStatements) for your account(s), warrant  that you have the appropriate equipment and software to provide the ability to receive and retain eStatements and notices, and warrant that you have appropriate authority to act on behalf of the owners of any and all accounts.

**Communications in writing**

All communications in either electronic or paper format from us to you will be considered “in writing”. For your records, print or download a copy of this Disclosure and any other communication that is important to you.

**Federal Law**

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.