



## FARM CREDIT OF SOUTHERN COLORADO ONLINE ACCESS AGREEMENT

This Online Access Agreement (“*Agreement or OLA*”) governs the online access and use of Farm Credit of Southern Colorado’s (“*Farm Credit*”) system. This system allows customers the ability access their Farm Credit of Southern Colorado account to perform a number of functions through the use of a personal computer or, for some functions, a mobile device.

Your initial and continued online access, or online access authorization to others (“*Non-Customer Users*”), constitutes your acceptance to be bound by all of the terms and conditions of this Agreement, and acknowledges your receipt and understanding of this Agreement.

Your online access may be affected by other agreements between us for your linked Farm Credit accounts. When online access to an account is granted, you do not change the agreement you already have with us for that account. In the event there is an inconsistency between this agreement and any other agreement between you and Farm Credit of Southern Colorado, Farm Credit of Southern Colorado will determine in its sole discretion which agreement dictates.

### DESCRIPTION OF ONLINE ACCESS

**(1) ACCESS AND ENROLLMENT.** The Customer and Farm Credit staff will determine which access level (View Only, Transacting, Business Access or Non-Borrower User) (collectively referred to as an “*Access Level*”) would work best for the customer and their needs, then use the appropriate enrollment form to get the customer signed up for access. Once the enrollment form is verified for accuracy and authorizations, an individual Online Access User ID (“*OLA User ID*”) and Password (“*Password*”) will be provided to the customer. Farm Credit will link all of the eligible Farm Credit accounts to the OLA User ID.

**(2) ACCESS HOURS.** The Online Access System can be accessed 24 hours a day, seven days a week, although occasionally some or all of the Online Access System may not be available due to emergency or scheduled maintenance. We agree to post notice of any extended periods of non-availability on the Online Access System website. Transactions initiated through the Online Access System before 3:45 p.m. Mountain Standard Time (“*MST*”) on a business day will be processed by Farm Credit that same business day. Transactions completed after 3:45 p.m. MST on a business day, Saturday, Sunday, or holiday, will be effective on the next business day.

**(3) ADDITIONAL NON-CUSTOMER USERS.** Under some account plans, the customer may authorize Non-Customer Users to have account access and control their scope of activities by designating an Access the Customer warrants and guarantees all information obtained using the Non-Customer User’s assigned OLA User ID and Password is authorized. If a Non-Customer User has access to the customer’s line of credit, the customer remains solely responsible for repayment if any credit is extended. Authorizing a Non-Customer User will make the customer financially liable for all unauthorized access, losses, or

misuse of the customer's account until reported to Farm Credit. If a Non-Customer User becomes no longer authorized to access account information, the Customer has the obligation to inform Farm Credit of such change.

## PASSWORD AND SECURITY

You will be required to change your Password the first time you log in to the Online Access System. You determine what Password you will use. For purposes of security, we recommend you create a Password that utilizes both upper and lower-case alpha and numeric characters. Your Password should not be associated with any commonly known personal identification, such as social security numbers, addresses, date of birth, names of children or names of pets. Your OLA User ID and Password information should not be shared. If someone else needs online access to Farm Credit loan and account information, please have him/her contact Farm Credit to enroll and obtain access with their own OLA User ID and Password.

You agree to establish prudent security standards and policies that include proper safeguards to protect the confidentiality of all OLA User IDs and Passwords assigned to you for access to this system. You are responsible for taking reasonable precaution to prevent unauthorized access to your computer or mobile device by maintaining a secure computing environment to include installing and maintaining up to date antivirus and firewall software. We recommend against the use of the Online Access System at computers located at public locations or the use of unsecured computers or wireless networks.

Any transaction initiated or authorized using a valid combination of OLA User ID and Password will be considered authentic, valid and binding. You will immediately notify us and select a new Password if you believe your Password may have become known to an unauthorized person and/or if you believe any of your information or Farm Credit accounts have been compromised. **Farm Credit will have no liability to you for any unauthorized payment or transfer made using your Password that occurs before you have notified us of possible unauthorized use and we have a reasonable opportunity to act on that notice.** We may suspend or cancel your access even without receiving such notice from you, if we suspect any of your linked accounts are being used in an unauthorized or fraudulent manner. If your account has other authorized users, all borrowers are responsible for all transactions performed by those authorized users. If you notify us the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Upon three (3) unsuccessful attempts to use your Password, your access to the Online Access System will be locked. To re-establish your authorization to use the Online Access System, you must contact us to be unlocked and if needed, have your Password reset.

## ONLINE ACCESS SERVICE CHARGES

**A. MONTHLY SERVICE CHARGE.** You agree to pay the Online Access System fees and charges as set forth in the current fee schedule.

**(4) OTHER CHARGES.** In addition to the fees already described in this Agreement, you are also responsible for normal account fees and services charges, your telephone and internet service provider fees, your wireless carrier fees, your computer firewalls and virus protection software costs, excess transaction fees and any non-sufficient funds fees, returned item, overdraft or similar fee.

**(5) AGREEMENT TO DEDUCTION.** You agree all such fees and charges mentioned above will be deducted from your Farm Credit loan account or paid in advance to Farm Credit.

## ONLINE ACCESS TRANSACTIONS

### A. TRANSFER/PAYMENT AUTHORIZATION AND SUFFICIENT AVAILABLE FUNDS

- Any advance from your loan account must be made in accordance with a previously established line of credit and is subject to all the terms and conditions of the loan as described in the loan legal documents or letters of understanding.
- You authorize Farm Credit to withdraw, debit, or charge the necessary funds from your designated loan or account in order to complete all of your designated transfers and payment.
- You agree you will instruct Farm Credit to make a withdrawal only when a sufficient balance is or will be available in your loan or accounts at the time of the withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, Farm Credit may either (i) complete the transaction and overdraw the account, or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds, returned item, overdraft, or similar fee.
- Farm Credit is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within the Online Access System.

**(6) CANCELLING TRANSFERS AND PAYMENTS.** Farm Credit's role is limited to presenting a payment order, as a sender to the 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. This role greatly limits our ability to respond to stop payment requests and changes in instructions. However, you can cancel one-time future dated and recurring transfers prior to midnight ET on the date prior to processing for the transfer that is scheduled to be initiated through the transfer page. If you direct us to begin processing a transfer immediately or a transfer's status is "process" or "processed," you no longer have the right to cancel it.

### INTERNAL TRANSFERS

Internal Transfers allow you transfer funds from one Farm Credit of Southern Colorado loan or account to another Farm Credit of Southern Colorado loan or account. Funds can only be transferred from accounts that have available lines of credit. Funds will be applied according to loan terms on the loan they are being transferred to.

### EXTERNAL ACH TRANSACTIONS

External ACH transfers allow you to perform limited transfer funds to and from your Farm Credit business loans or Funds Held account(s). External ACH transfers are available only between your loan account(s) used primarily for business purposes and your bank accounts at depository financial institutions ("DFI") used primarily for business purposes. External ACH 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 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 loan account and the DFI account must be in the same or similar name(s).

Depending upon when your External ACH transfer request is submitted to us, your transfer will be initiated either that day, or the next business day. Initiating an External ACH transfer means we request

the transfer of funds through the Automated Clearing House (“ACH”) system. Generally, you may expect that your ACH transfer will be completed within one to two business days after initiation. The transaction is completed when the funds are actually deposited in the destination account. When transferring funds to an external account, please consult your depository financial institution’s funds availability policy to determine their restrictions on funds transfers and when the funds are available for your use.

## **BILL PAY TRANSACTIONS**

**A. BILL PAY TO VENDORS.** As part of Farm Credit Online Access Services, you can enroll in Bill Pay. You can schedule payment of your periodic bills, and arrange for the payment of current, future, and recurring bills from your Farm Credit loan. Payments will be made per your instructions, through the third-party bill pay vendor. Each person using Bill Pay will have his/her own Bill Pay User ID and Bill Pay Password which is to be kept secure and confidential. Note, due to the limitations of the Bill Pay system, each user will only see the vendors and transactions they have created. Two users in Bill Pay on the same loan will not see each other’s vendors or transactions in Bill Pay however they will be able to view these on their loan in Online Access. Payments made through Bill Pay will be charged to the specified loan and repayments fall under the terms and conditions established for that loan.

**B. BILL PAY TO GOVERNMENT AGENCIES.** Payments can be made to any government agencies; however, Farm Credit does not have the ability to research any issues that may arise due to the government’s strict adherence to the Consumer Privacy Act. Farm Credit will not be responsible for any late fees or penalties that may be incurred by these types of payments.

**C. BILL PAY LIMITATION OF LIABILITY.** Any payments made through Bill Pay require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment far enough in advance of the due date of your payment. Farm Credit shall not be responsible for any changes imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, Farm Credit will not be liable if any third party through who any bill payment is made fails to properly transmit the payment to the intended payee. Farm Credit will not be liable for delays or losses of payments caused by any delivery service. Farm Credit will not be liable if there are insufficient funds or credit availability in your designated payment account and/or overdraft plan; if any legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer systems is not working properly. Farm Credit will not be liable for bill payments not completed due to circumstances beyond our control (such as fire, telecommunication outages, strikes, or natural disasters). Farm Credit will not be liable for indirect, special, or consequential damages arising out of the use of Bill Pay.

## **MOBILE APP**

Most services that can be accessed online via desktop or laptop computer can also accessed on apple and android devices. The mobile app for *Farm Credit of Southern Colorado* must be downloaded. The same OLA User ID and Password can be used and no additional enrollment is required. All terms and conditions of this agreement apply to access and transactions conducted through your mobile device.

## **REPORTING ERRORS AND UNAUTHORIZED TRANSACTIONS**

Contact us immediately if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Password or gained access to your account
- Someone has transferred or may transfer money from your account without your permission

- Bill payment transactions have been made without your authorization

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared.

If you tell us verbally, we may require you to send us your complaint or question in writing or via email within ten (10) bank business days. When you contact us, please provide the following information:

- Your name and account number
- The date and dollar amount of the transaction in question
- The name of the Payee if the transaction in question is a payment
- A description of the transaction about which you are unsure

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 bank business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 bank business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive your letter in 10 bank business days, we reserve the right not to provisionally credit your account.

If we conclude there was no error, we will send you a written explanation within three (3) bank business days after we complete our investigation. You may request copies of the documents that we used in our investigation. If we have made a provision credit, a corresponding debit will be made from your account.

For reporting any errors or unauthorized transactions, please contact your local branch or the main office listed at the end of this agreement.

### **Disclosure of Account Information**

Farm Credit may disclose information to third parties about you or your transactions in the following circumstances:

- When it's necessary for completing transfers or bill payments
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant in relation to a transaction you originated in the Online Access System
- To comply with a government agency or court orders
- In connection with fraud prevention or an investigation
- If you give us your permission
- With our affiliates as permitted under Federal and applicable state laws

### **Limitation of Liability AND INDEMNIFICATION**

**A.** In the performance of the services required by this Agreement, Farm Credit shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Farm Credit shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence or willful misconduct in performing those services. Farm Credit shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Financial Institution, Automated Clearing House or transmission or communications facility, any Receiver or Receiving Depository Financial

Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Farm Credit's agent. Customer agrees to indemnify Farm Credit against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that Farm Credit is responsible for any act or omission of Customer or any other person described in this Section 13(a).

**(7)** Farm Credit shall be liable only for Customer's actual damages; in no event shall Farm Credit be liable for any consequential, special, incidental, punitive or indirect loss or damage which Customer may incur or suffer in connection with this Agreement, whether or not the likelihood or such damages was known or contemplated by Farm Credit and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Farm Credit's acts or omissions pursuant to this Agreement.

**(8)** Without limiting the generality of the foregoing provisions, Farm Credit shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Farm Credit's control. In addition, Farm Credit shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Farm Credit's Wire/ACH processor having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Farm Credit's reasonable judgment otherwise violation any provision of any present or future risk control program of the Federal Reserve or any rule or regulation or any other U.S. governmental regulatory authority.

**(9)** Subject to the foregoing limitations, Farm Credit's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Farm Credit's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Farm Credit is responsible for any act or omission of Customer or any other person.

**(10)** Farm Credit will not be liable for your losses or damages under the following type of situations: If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment; If a legal order directs us to prohibit withdrawals from the account; If your account is closed or if it has been frozen; If you, or anyone you allow, commits any fraud or violates any law or regulation; If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly; If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment; If you have not properly followed the instructions for using the Farm Credit Online System; If the transfer will go over the credit limit on your overdraft agreement; If a withdrawal would consist of money deposited in the form of a check or other order and is not yet available for withdrawal; If you have told us that your Password was lost or stolen; If, in the case of a preauthorized credit or debit to your account, a third party does not send your money to us on time or does not send us the correct amount, or we do not have the required authorization to perform the transaction; If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

**(11)** Except as specifically provided in this Agreement or where the law requires a different standard, you agree Farm Credit shall not be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Farm Credit, or by online browser providers or by an agent or subcontractor of any of the foregoing, nor shall Farm Credit be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Access System, or online browser or access software.

**(12)** Except to the extent that Farm Credit is liable under the terms of this Agreement or an agreement

that otherwise governs your Farm Credit loans or accounts, you agree to indemnify and hold Farm Credit, its directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments, attorney fees, costs, interest, and expenses arising out of or in any way connected with an eligible Farm Credit Online Access account or the performance of an Online Access transaction. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online Access System by you or your authorized representative.

### **CANCELLATION OF ONLINE ACCESS**

Your online access will remain in effect until they are terminated by you or Farm Credit. You may cancel your service at any time by providing written notice. This cancellation applies to your online access, and does not terminate your Farm Credit accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may convert your access to inactive status if you do not log in to the system during any consecutive 18-month period. If your access is inactive, you must contact us to reinstate it to an active status. Additionally, we may terminate your participation in online access for any reason such as loan default status, or suspected or actual fraudulent activity, at any time. We will try to notify you in advance, but we are not obliged to do so.

### **GENERAL TERMS AND CONDITIONS**

**A. AMENDMENTS.** We may change any term of this Agreement at any time. Your continued use of any or all of the Online Access Services indicates your acceptance of the change in terms.

**(13) GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of law provisions.

**(14) ASSIGNABILITY.** You may not assign this Agreement or any of the rights or duties hereunder to any person without Farm Credit's prior written consent.

**(15) WAIVER.** Farm Credit may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Farm Credit's rights with respect to any other transaction or modify the terms of this Agreement.

**(16) BINDING AGREEMENT; BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Farm Credit or Customer hereunder.

**(17) SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**(18) LINKS TO OTHER SITES.** Our website may contain links to websites not operated by Farm Credit. We provide the links for your convenience, but we do not review, control, or monitor the materials on any other websites. We do not control, guarantee, endorse, or have any responsibility for the content, recommendations, products or services provided by the linked sites.

**(19) VIRUS PROTECTION.** Farm Credit is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their computers and electronic storage devices using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Farm Credit is not responsible for any loss, damage, or injury to equipment.

**(20) CONSENT TO ELECTRONIC DELIVERY OF NOTICES.** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Farm Credit Online Access website or by email. You agree to notify us immediately of any change in your email address.

**(21) COMMUNICATION, NOTICE, INSTRUCTIONS, ETC.** Except as otherwise expressly provided herein, Farm Credit shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advise to you or any other person with respect to any matter.

Farm Credit shall be entitled to rely on any written notice or other written communication believed in good faith to be genuine and to have been signed by customer, and any such communication shall be deemed to have been signed by such person.

Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, mailed or emailed to your local branch office or:

**Farm Credit of Southern Colorado**  
5110 Edison Avenue  
Colorado Springs, CO 80915  
719-775-8146  
Attention: Sherri/Help Desk Manager