

**AUTHORIZATION AND AGREEMENT FOR DEPOSITS
AND WITHDRAWALS (ACH Debits/Credit)
for Ag Banking Online (ABOL)**

This is to certify that I/we authorize and direct the Association to make/receive electronic transfers from/to the Loan, Funds Held, and Advance Conditional Payment Accounts listed in the electronic form (the "Loan Number(s)") to/from my/our commercial bank account as listed in the electronic form, (including any adjustments for entries made in error). This authorization applies only to transfers to and from the Bank and the Accounts specified in the form. All transfers under this Agreement are also subject to Association policies and procedures and the general terms and conditions of the Loan, Funds Held Account, and Advance Conditional Payment Account agreements establishing the Accounts listed in the electronic form. If applicable, I/we expressly acknowledge the security procedures offered by Association in connection with Ag Banking OnLine and hereby accept and agree to be bound by these security procedures. I/we further agree that all transfers requested will be for the business or agricultural purposes described in my/our loan application.

I/we jointly and severally accept responsibility for all electronic fund transfers made pursuant to this Agreement. If applicable, I/we agree to pay the charges associated with the electronic funds transfers which are described by the Association and authorize the Association to add the charges to the principal balance outstanding under my/our Loan. I/we further understand that these fees may change from time to time and that the Association will make available a revised fee schedule to reflect the changes in any fees.

This Agreement is effective upon the date the electronic form is submitted, and except as provided below, shall remain in effect for the term of the Loan and will apply to all modifications, replacements, substitutions, extensions and renewals of the Loan. This Agreement may, however, be revoked by me/us at any time by written notice signed by Borrower(s) and delivered to the Association at its office in which the Loan was made. I/we further understand and agree that the Association may terminate this Agreement at any time by written notice addressed to me/us at my/our address(es) on file in the Association's office.

**ONLINE AND MOBILE SERVICES AND CONSENT TO
ELECTRONIC DISCLOSURE AGREEMENT**

IMPORTANT NOTICE: This Online and Mobile Services and Consent to Electronic Disclosure Agreement ("**Agreement**") is a legally binding contract. Please read these terms and conditions carefully before using the Online Services described below

This Online and Mobile Services and Consent to Electronic Disclosure Agreement ("**Agreement**") applies to all Communications for those products, services and Accounts offered or accessible through the Online Service, or a mobile application or mobile website used to access the Online Service, that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. Please note that consenting to receive Communications under this Disclosure will not automatically enroll you in Paperless Statements.

The words "**we**," "**us**," "**our**," and "**Association**" refer to the entity with which you have your Account and its affiliates, and the words "**you**" and "**your**" mean you, the individual(s) or entity identified on the Account(s). As used in this Agreement, "**Account**" means the account(s) you have with us now or in the future, including ones which you open through the Online Service. "**Communication**" means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing. "**Online Service**" means Ag Banking Online and Mobile Banking

1. **Scope of Communications to be provided in Electronic Form.** You agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive Communications in electronic form includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or product or service available through the Online Service for your Account. As an example,

Alabama Ag Credit may send by email legally required notification of changes to terms and conditions related to your Account(s) or the Online Service.

- Notices of disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Communications we may include from time to time as part of the enrollment in the Paperless Statements program ("**Paperless Statements**"). Inserts may include, but are not limited to, marketing documentation and documentation required to be provided to you pursuant to regulatory rules, such as privacy notices and other important information regarding your Account.

Your consent to receive electronic Communications does not automatically enroll you in Paperless Statements. You must separately confirm that you would like to stop receiving paper account statements (and any other types of Communications we may include in Paperless Statements) by U.S. mail.

2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided by one or more of the following methods: (i) via email, (ii) by access to a website, including our mobile website, that we will designate in an email notice we send you at the time the information is available, (iii) to the extent permissible by law, by access to a website, including our mobile website, that we generally designate in advance for such purpose, (iv) via our mobile applications, or (v) by requesting you download a Portable Document Format ("**PDF**") file containing the Communication.

3. **How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form by contacting us at **334-270-8687**, writing us at Alabama Ag Credit, 2660 Eastchase Lane,

Suite 401, Montgomery, AL 36117, or e-mailing us at DLAOnline-AlabamaAgCredit@farmcreditbank.com, or, for Paperless Statements, by changing your delivery preferences within the Online Service. Withdrawal of consent for Paperless Statements may result in a fee or change in fee for some accounts. Please refer to your account agreement for additional information. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction, after three attempts at delivery, of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of the Online Service may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

4. **How to Update Your Records.** It is your responsibility to provide us true, accurate and complete email address, contact, and other information related to this Agreement and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your email address) through the Online Service or by contacting us at **334-270-8687**, writing us at Alabama Ag Credit, 2660 Eastchase Lane, Suite 401, Montgomery, AL 36117, or e-mailing us at DLAOnline-AlabamaAgCredit@farmcreditbank.com

5. **Hardware and Software Requirements.** In order to access, view, and retain electronic communications from us, the computer or mobile device you are using must meet the following minimum requirements:

- Standard PC or MAC with at least a 1-GHz processor and 1 GB of RAM
- Available browser updates applied for improved security and greater anti-virus and spyware protection.
- Microsoft Windows 7/8/Vista SP2 or Mac OS X
- Cable, DSL, or ISDN Internet connection. (Dial-up connections are not supported)
 - Note: Satellite cable connections often have difficulty supporting encrypted (HTTPS) applications. Since ABOL is encrypted for the safety of your financial information, some satellite cable connections may exhibit slow responses.
- Mobility: iOS version 6.0 or later, or Android version 2.3 or later. (Windows Phone, Blackberry, and Kindle Fire are not supported)
- Software that enables you to view files in the Portable Document Format ("PDF").
- An email account with an internet service provider and email software.
- A computer printer attached to your computer should you wish to print an electronic communication.

6. **Requesting Paper Copies.** You should not expect to receive a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you and identifies the specific electronic Communication for which you want a paper copy. To request a paper copy, contact us by telephone, email, U.S. mail, or log in to the Online Service and send a request using your Secure Inbox. We may charge you a reasonable service charge, of which we've provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this agreement. At the discretion of the Association, this fee may be charged to your loan account or be offset against the balance of your funds held account, if any. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

7. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

8. **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 (the "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.

9. **Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law, by posting a notice on the home page of our website, by email to an address that you have provided to us, and/or by other appropriate means. Your continued access to and use of the Online Services after such notification shall indicate that you accept the modified terms and conditions of this Agreement. If you find the modified terms and conditions unacceptable, you should cease using the services.

10. **Email Address of Record for Accounts with Joint and/or Multiple Owners.** Each account owner is able to provide an email address for the Account in connection with each owner's consent to receive electronic Communications. Only one account owner's authorization is required to enroll in Paperless Statements.

For purposes of electronic notification for Paperless Statements on a joint or multiple owner account, you agree that electronic notifications for Paperless Statements delivered to the email address of the account owner who enrolls in Paperless Statements will constitute delivery to all account owners, even if all account owners may not have access to such email address.

11. **Interested Parties.** If you have designated one or more interested parties to receive copies of your account statements, or other documents, they will continue to receive copies of such documents via U.S. mail.

12. **Acceptance and Consent.** By consenting to this Agreement, you agree to the following statements:

- a. I have read, understand and agree to be bound by the terms and conditions described above and consent to receive electronic Communications according to the process described above.
- b. I understand that I may incur costs, including but not limited to online time, data, and other charges from my communications service provider in accessing and/or viewing such electronic communications or any document(s) thereby generated.
- c. I understand and agree that (i) certain documents will continue to be delivered to me via U.S. mail that are not included in the Paperless Statements program and that in the future some or all of these documents may be made available for me to view electronically in accordance with this Agreement; (ii) my consent to view documents electronically does not automatically expire and is not limited as to duration; (iii) the entity or entities with which I have my Account(s) and/or their agents may revoke my participation in the Paperless Statements program at any time at their discretion; (iv) neither entity or entities with which I have my Account(s), nor their agents will be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this Agreement; and (v) inserts that may be provided along with my account statements contain important information or disclosures concerning my Account and I agree to review such inserts in a timely manner.

13. **Services.**

- a. This Agreement between you and the Association governs the use of the Association's online and mobile services identified on Schedule A below (the "**Services**"). Some

Services may be performed by third party service providers that render the Services to the Association so that it may in turn provide the Services to you ("**Service Providers**").

- b. Your access to and use of the Services are at all times subject to the terms and conditions of this Agreement. You agree to access and use the Services solely as provided in this Agreement and any other agreements you may have with the Association and/or the Service Providers. Your right to access and use the Services may be suspended or terminated by the Association at any time if, in its sole discretion, the Association believes that you have violated the terms of this Agreement, or if you have not used the Services in more than three (3) months. It may become necessary for the Association to suspend or terminate your access to the Services and/or require your re-enrollment in the event that the Association merges with another association or transfers your loan to another association. Your access to the Services may also be terminated if you refinance with another lender.
- c. The Association shall determine in its sole discretion what Services will be made available to you. The Association may at any time add, modify or terminate one or more of the Services in its sole discretion.
- d. The Association shall use its good faith efforts to ensure that the information (including, without limitation, your account and loan information), content and transactions (collectively, the "**Information**") offered using the Services are accurate. You have the affirmative duty under the terms of this Agreement to immediately notify the Association if you believe any Information is inaccurate. The account information and content made available using the Services is solely for information purposes only and as an accommodation and convenience to you, and is not the official record of your account or account activity. Account information accessed using the Services is periodically updated, but is subject to adjustment and correction and should not be relied upon as the basis for any action or non-action. You therefore specifically agree that you will not rely on the Information for the purposes of loan pay-offs, tax reporting, stock trading, important financial decisions, or like purposes. You further agree that the Information shall not constitute an admission of whatsoever nature by the Association of the amount or liability due or owing to the Association by you.
- e. The Association hereby grants you a revocable, non-exclusive, non-transferable, limited right to access and use the Services. The right to access and use the Services granted to you under this Agreement may not be transferred by you to another party or entity, such as a person who assumes your loan, without the prior written consent and approval of the Association, and any such transfer may be subject to any limitations established by the Association.

14. **Confidentiality; Security.**

- a. You agree, acknowledge and understand that: (1) the Information is of a confidential nature; (2) the Association, and any Service Providers, shall take commercially reasonable and appropriate measures to maintain the confidentiality of the Information provided and prevent access by any other party, but that neither the Association nor any Service Provider guarantees or warrants that unauthorized individuals cannot illegally gain access to and use the Information, including, without limitation, your most confidential financial information; (3) transmissions of data and information through the use of the Services may be read or intercepted by others, and that neither the Association nor any Service Provider shall be liable to you (or anyone claiming by, for or through you) for any losses or damages caused by the transmission of data and information using the Services; and (4) you shall defend, indemnify and hold harmless the Association and any Service Providers for any such illegal or unauthorized access to and use of the Information.

- b. When you request to receive the Services, you shall provide the Association with such information as the Association shall request to enable the Association to identify you when you want to access and use the Services. This information may include, without limitation, your name, address, telephone numbers, email addresses, and loan numbers. You agree to update such information to Association in the event of any changes thereto.
- c. When you are enrolled for the Services, you will receive a User ID and temporary password from the Association. You will be prompted at the first log-on attempt to create a new password that will allow you to have secure access to the Services. Only you will have knowledge of this password. The password and User ID will be contained within the systems of the Association's Service Provider used to provide the Services and will be maintained by the Association. The Association and/or its Service Provider may, from time to time, change the requirements for passwords used to access the Services without prior notice. In the event of such a change, you will be required to change your password the next time you access the Services.
- d. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Services, you agree to keep your passwords, codes, and User IDs confidential and not release any of this information to any other party. The loss, theft, or unauthorized use of your account numbers, codes, User IDs, and passwords could cause you to lose some or all of the money in your accounts. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your account numbers, codes, User IDs, and/or password to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other persons or entity to use the Services or to access or use your account numbers, codes, User IDs, passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from such accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may have attempted to use or has used the Services without your permission or that any other unauthorized use or security breach has occurred, you agree to notify the Association immediately at **334-270-8987**.
- e. So long as the Association and any applicable Service Provider complies with the terms of this Agreement to keep information that you provide to one or any of them confidential, the Association and the Service Providers shall in no manner be liable to you or any other party in the event your personal information (including, without limitation, your name, address, telephone numbers, email addresses, User IDs, passwords, account information, loan information, and other financial information) is accessed and used.
- f. The Association will not give anyone, other than its employees, agents and Service Providers, specific information about your Association accounts, loans and other personal information except: (1) when you agree that the Association may give out the information; (2) when requested by another Farm Credit System institution for confidential use in the extension of credit or the collection of loans; (3) when impersonal information based on transactions with you is requested by a reliable organization for use in contemplation of the extension of credit or by a consumer reporting agency; (4) when required by law; and (5) when the Association must give out the information to comply with legal process. If you are one of multiple borrowers on a particular loan and/or account that is accessible via the Ag Banking Online and Mobile Banking Module, you hereby agree that any one or more of the co-borrowers on the loan and/or account may request and be granted access to the loan and/or account via the Ag Banking Online Module, and may continue to have access even if such co-borrower is released from personal liability on the loan and/or account.

- g. You agree that when the Association receives an electronic request for your financial information from your email address, that for all purposes, the request for your financial information has been made by you, and you thereby authorize the release of such information via electronic means, to that email address, and you shall defend, indemnify and hold harmless the Association and any Service Provider for any release of such information to that address under such circumstances. It shall be your sole and absolute responsibility and duty to ensure that such requests are authorized by you, and that the Association and all Service Providers shall not be liable to you (or those claiming by, for or through you) for unauthorized access to your email address, password or personal identification number. If you become aware that your account has been accessed without authorization, you shall immediately notify the Association of such unauthorized access.

15. **Fees.** The Services are currently provided to you at no additional cost. You may incur, and will be solely responsible for, fees charged by third parties, such as bank transaction fees, in order to obtain some third party services that are accessed using the Services. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details. The Association reserves the right from time to time to add or modify charges and will notify you when such charges are added or modified.

16. **Your Responsibilities.**

- a. You agree, acknowledge and understand that material accessed under the terms of this Agreement is the subject of intellectual property rights, including, without limitation, patents, copyrights, trademarks and trade secrets. Except as expressly permitted by the owner of these rights, you may not reproduce, redistribute, retransmit, publish or otherwise transfer or commercially exploit any such material.
- b. You expressly agree not to use this access in a manner that is prohibited by law or regulation or to facilitate the violation of any law or regulation.
- c. You shall be solely responsible for all charges associated with connecting to this access, including, without limitation, all telephone access charges, lines and the physical equipment required for access.
- d. You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary for you to access and use the Services, and for the security of such software, hardware and other equipment. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charge. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

17. **Association Responsibilities.** The Association agrees to make commercially reasonable efforts to ensure proper performance of the Services. The Association will be responsible for acting only on those instructions sent through the Services which are actually received and cannot assume responsibility for malfunctions in communications facilities not under the Association's control that may affect the accuracy or timeliness of the messages you send. The Association is not responsible for any losses or delays in transmission of instructions arising out of your software or hardware or other equipment, your use of any access service provider, or caused by any browser software you use. The Association and the Service Providers are also not responsible for any computer virus or related problems, which may be attributable to services provided to you by any access service provider.

18. **No Warranties.**

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, 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. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE ASSOCIATION AND THE SERVICE PROVIDERS MAKE NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTION OF OR ERROR IN THE SERVICES UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE ASSOCIATION OR A SERVICE PROVIDER.

19. **Disclaimer of Damages.**

NEITHER THE ASSOCIATION NOR ANY SERVICE PROVIDER IS RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE USE, OR INABILITY TO USE, THE SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES THE LIABILITY OF THE ASSOCIATION AND SERVICE PROVIDERS IS LIMITED TO THE EXTENT PERMITTED BY LAW.

20. **Limitation of Liability.**

NOTWITHSTANDING THE ABOVE PROVISIONS, IF AT ANY TIME THERE SHALL BE ANY LIABILITY ON THE PART OF THE ASSOCIATION AND/OR SERVICE PROVIDERS BY VIRTUE OF THIS AGREEMENT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THEIR RESPONSIBILITIES UNDER THE AGREEMENT, OR BY VIRTUE OF A BREACH BY THE ASSOCIATION AND/OR SERVICE PROVIDERS OF ANY REPRESENTATION OR WARRANTY CONTAINED HEREIN, WHETHER DUE TO THE NEGLIGENCE OF THE ASSOCIATION, THE SERVICE PROVIDERS OR OTHERWISE, YOU AGREE THAT IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE ASSOCIATION AND THE SERVICE PROVIDERS FOR ANY CLAIMS, LOSSES, OR DAMAGES EXCEED \$1,000.00. THE FOREGOING LIMITATION OF LIABILITY IS COMPLETE AND EXCLUSIVE, SHALL APPLY EVEN IF THE ASSOCIATION AND/OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIMS, LOSSES, OR DAMAGES, AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OTHER REMEDIES POSSESSED BY YOU OR ANY THIRD PARTIES. THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN YOU, THE ASSOCIATION, AND THE SERVICE PROVIDERS.

21. **Termination.** In addition to any other rights of the parties to this Agreement, either party may terminate this Agreement at any time upon notice to the other party.

22. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement constitutes the entire agreement concerning the use of the Online Services to access your Account information and/or to conduct transactions on your Accounts and supersedes all prior agreements concerning this subject matter, either written or oral.
- b. **Applicable Law.** This Agreement shall be interpreted and governed by Federal law to the extent applicable, and, to the extent Federal law is inapplicable, by the laws of the state of Texas.
- c. **Arbitration.** YOU HEREBY AGREE THAT ANY DISPUTE ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ONLINE SERVICES, REGARDLESS OF THE NATURE OF THE CAUSE(S) OF THE ACTION ASSERTED, SHALL BE RESOLVED BY BINDING ARBITRATION. YOU ALSO AGREE TO WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE HAD TO A JURY

TRIAL OR TO LITIGATE ANY CLAIM IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT HAVE THE RIGHT TO BRING, OR PARTICIPATE AS A CLASS MEMBER IN, A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. The binding arbitration provisions apply to any and all claims that you have against the Association or its affiliates, successors, or assigns, and all of their respective directors, employees, agents, or assigns, or that the Association 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. This Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended. The party filing a claim in arbitration must file before the American Arbitration Association (AAA) under the rules of the AAA in effect at the time the claim was filed. The parties hereto may agree upon one arbitrator. Otherwise, there shall be three arbitrators, one named by you, a second arbitrator named by the Association, and a third arbitrator selected by the two arbitrators so named. The decision of a majority of the arbitrators shall be final with respect to the matters in dispute. Any arbitration hearing shall be held at a place chosen by the arbitrator within the federal district in which you reside at the time the claim is filed or at some other place to which you and the Association agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction. This arbitration provision shall survive termination or modification of the Agreement, and any bankruptcy or similar proceeding initiated by you or on your behalf.

- d. Severability. In the event any part or portion of this Agreement is deemed illegal or unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intent of the parties and the remainder of the provisions shall remain in full force and effect.
- e. Delay not Waiver. Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement by either party shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same.
- f. Force Majeure. If the Association or any Service Provider is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control (including, without limitation, acts of nature, acts of government, labor disputes, delays in transportation, and delays in delivery or inability to deliver by suppliers), such obligations will be suspended so long as those circumstances persist.

SCHEDULE A

Current Features and Functions of Ag Banking Online and Mobile Banking (the “Services”)

Ag Banking Online and Mobile Banking are account access modules that will permit you to have access to a number of financial services through the use of personal computers, laptop computers, tablets, mobile devices, or similar electronic access devices. Access may be provided through a private network connection, or through the World Wide Web, or a telecommunications service provider.

1. The Account Access function of Ag Banking Online and Mobile Banking permits you access to information relating to, as applicable, your loan, funds held, and transaction history for each.
2. The Funds Transfer function of Ag Banking Online and Mobile Banking permits you to do the following:
 - a. Internal Transfers.
 - i. Advances from one or more of your loan accounts with the Association may be transferred to your eligible funds held account(s) with the Association; and
 - ii. Available amounts in your eligible funds held account(s) with the Association may be transferred to make payments on your loan account(s) with the Association.
 - b. External Transfers.
 - i. Advances from one or more of your loan accounts with the Association may be transferred to a checking, savings or loan account with your depository bank;
 - ii. Available amounts in your eligible funds held account(s) with the Association may be transferred to a checking, savings or loan account with your depository bank; and
 - iii. Amounts in a checking or savings account in your depository bank may be transferred to your eligible funds held account(s) or applied to your loan account(s) with the Association.