

PRIVILEGED AND CONFIDENTIAL

Online and Mobile Services Terms and Conditions & Consent to Electronic Disclosures

This Agreement is a legally binding contract. Please read it carefully before using the Online Services described below.

This Online and Mobile Services Terms and Conditions applies to your use of Ag Banking Online and Mobile Banking services, as described in more detail below, (the “**Online Services**”) and this Consent to Electronic Disclosures applies to all Communication (as defined below) between you and us (together with the Online Mobile Services Terms and Conditions and the other terms set forth herein, the “**Agreement**”).

The words “**we**”, “**us**”, “**our**”, and “**Association**” mean Ag New Mexico and any of its affiliated entities. The words “**you**” and “**your**” mean the person accessing, using or otherwise benefitting from the use of the Services. As used in this Agreement, “**Account**” means any account(s), regardless of how originally obtained, that you have with us now or in the future or that you have previously held with us and accessed through the Services. “**Communication**” means any communication between you and us, including, without limitation, 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 relating to any product, service or Account.

THIS AGREEMENT INCLUDES A MANDATORY ARBITRATION AGREEMENT. THIS MEANS THAT YOU AGREE THAT EITHER YOU OR WE MAY ELECT TO HAVE ANY DISPUTE (DESCRIBED BELOW) SUBMITTED TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT OR BEFORE A JURY. THE ARBITRATION AGREEMENT ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY CLAIM INDIVIDUALLY AND NOT AS A MEMBER OF A CLASS ACTION.

1. ACCEPTANCE OF AGREEMENT

Please read this Agreement carefully. By using the Online Services, you acknowledge and accept the terms of this Agreement and intend that this Agreement is a legally binding agreement between you and us and the equivalent of a signed, written contract. Your use of the Online Services will also be subject to the terms and provisions of our Privacy Policy <https://www.agnewmexico.com/privacy-practices>, incorporated herein by reference. If you do not agree with the terms of this Agreement, you may not use the Online Services.

2. ONLINE AND MOBILES SERVICES TERMS AND CONDITIONS

a. Online Services. The Online Services are account access modules that permit you to access a number of financial services through the use of personal computers, laptop computers, tablets, mobile devices, or similar electronic access devices by way of a private network connection, the Internet, or a telecommunications service provider. Some Online Services may be performed by third parties on our behalf (“**Service Providers**”). The Online Services have, without limitation, the following functionality, which may be enhanced, modified or terminated at any time and in our sole discretion:

Access Account Information

- Access and download certain information and documents relating to your loan, funds held account(s), and transaction history.

Internal Transfers of Funds

- Make advances from one or more of your eligible loan accounts with us to your eligible funds held account(s) with us; and
- Make payments from available amounts in your eligible funds held account(s) with us to your eligible loan account(s) with us.
- Transfer available amounts from one or more of your eligible loan accounts with us to another of your eligible loan accounts with us.

External Transfers of Funds

- Make advances from one or more of your eligible loan accounts with us to a checking, savings or loan account with your depository bank;
- Transfer available amounts in your eligible funds held account(s) with us to a checking, savings or loan account with your depository bank; and
- Transfer available amounts in a checking or savings account in your depository bank to your eligible funds held account(s) or applied to your loan account(s) with us.

Document Upload

- Securely upload certain documents to be delivered to us electronically (although we may require certain documents to be submitted in paper form).

Remote Payment Capture (“RPC”)

- Electronically remit an Eligible Check (as defined below) to us to repay amounts owing on your Account (each remitted item, a “Payment”) by using your mobile device to capture and send electronic images of the front and back of the Eligible Check (such electronic images, “Images”) and to transmit such Images to us. Images may only be submitted through the Association’s mobile application. We will use the Images you send to us to present or deposit the Payment and to credit your Account.

If you elect to use our RPC service, you agree:

- **Eligible Checks.** Only images of Eligible Checks may be submitted as Payments through the RPC Service. An Eligible Check is an original paper check payable to “Ag New Mexico” that is from an account that you hold. Eligible checks also include checks initially payable to you that are properly endorsed to us (as described in more detail below, a “Third Party Check”). The following items are not Eligible Checks: (a) demand drafts or remotely created checks (i.e., checks lacking the original signature of the person authorizing the check); (b) substitute checks (i.e., paper checks created from an electronic image); (c) checks that are irregular in any way (e.g., where the numerical and written amounts are different); (d) checks that are illegible or that contain MICR data that is not machine readable; (e) checks that have been previously deposited or tendered; (f) checks that have been previously returned unpaid for any reason; (g) checks that are posted dated or more than six (6) months old; (h) checks drawn on a bank located outside the United States and that are not payable at or through a bank located within the United States; (i) checks payable in a foreign currency; (j) checks you or we suspect may be fraudulent or not properly authorized; (k) checks that exceed the maximum limits set forth by Ag New Mexico; (l) checks or items that applicable law prohibits us from accepting; or (m) checks or other items that we otherwise refuse to accept in our discretion. In the event we process any item that is not an Eligible Check, you understand that we shall in no way be obligated to continue to process such items and that

we may stop doing so without notice. We may refuse to accept any item submitted through the RPC Service in our sole discretion, with or without cause.

- **Endorsements.** Eligible checks must be properly endorsed to be processed via the RPC Service. You agree to endorse any check submitted through the RPC Services as set forth in this paragraph or as we otherwise instruct. We may reject any Eligible Check that is not properly endorsed. If a check is to be drawn on an account that you hold, the front of the check must indicate that it is payable to the order of "Ag New Mexico." If the check to be submitted is a Third-Party Check, the check must be properly endorsed with the following language and your signature appearing on the back of the check: "For Mobile Deposit." Third Party Checks must be initially payable to you.
- **Dollar Amount and Frequency Limitations.** Contact Ag New Mexico for limitations on the dollar amount and frequency of checks permitted to be submitted through the RPC Service. Payments in excess of these amounts may be declined and you may have to repay your Account via some other method, as set forth in your credit agreement. We may allow Payments that exceed the above limits based on a number of factors, such as your account activity history and the length of your relationship with us. However, if we choose to do so, we may at any time, without notice to you, increase or decrease that amount.
- **Cutoff Time.** Any Payment submitted via the RPC Service must be received by us no later than 2:00 P.M. C.S.T. (the "**Cut-Off Time**") to be posted to your Account on the same business day. If you submit a Payment on a weekend or holiday, the Payment will generally post to your Account on the next business day. We reserve the right to change the Cut-Off Time in our sole discretion.
- **Image Quality.** We will reject any Image that fails to meet the image quality standards established from time to time by ANSI, any regulatory agency, or us in our sole discretion.
- **Declined Payments.** We may, in our sole discretion, choose whether to accept or decline any Payment submitted through the RPC Service. Nothing in these RPC T&Cs shall be construed to require us to accept any Payment submitted through the RPC Service. You agree that we will not be liable to you if we decline to process any Payment or reject any Image and that you will remain liable for any amounts owing on your Account.
- **Notice of Successful or Declined Payment; Destruction of Original Checks.** If the Image upload is not successful, you will receive a message indicating that the upload and transmission was not completed. Do not destroy or void the check if this occurs. Alternatively, if an Image is successfully uploaded and transmitted to us, you will receive electronic confirmation that the Image has been accepted for processing. **THE IMAGE HAS NOT BEEN PROCESSED AT THIS POINT.** You agree to safely store the check in such a manner that others cannot gain access to it until the Payment has been applied to your Account. You agree to promptly provide us with any retained check if we request it. Once the Payment has been applied to your Account, you agree to immediately destroy the original check by conspicuously marking the front of the check as "Void" and shredding the check in order to ensure that it cannot be presented for payment a second time.

- Hardware and Software. In order to use the RPC Service, you must have a mobile device with a current generation version of iOS or Android and you must have downloaded the most recent version of our mobile application.
- Errors; Limitation of Liability. You agree to immediately notify us of any suspected errors relating to any Payment submitted through the RPC Service. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY LOSSES SUSTAINED BY YOU IN CONNECTION WITH YOUR USE OF THE RPC SERVICE INCLUDING THOSE THAT ARISE, DIRECTLY OR INDIRECTLY, IN WHOLE, OR IN PART, FROM YOUR NEGLIGENCE, OMISSIONS, OR BREACH OF THESE RPC T&CS; ANY ERROR, OMISSION OR DELAY IN YOUR TRANSMISSION OF ANY IMAGE; ANY ERROR OR DELAY DUE TO A TELECOMMUNICATION OR SYSTEMS FAILURE OR THE UNAVAILABILITY OF THE RPC SERVICE DUE TO OTHER CAUSES BEYOND OUR REASONABLE CONTROL; OR THE RETURN OF ANY CHECK BY THE INSTITUTION UPON WHICH IT IS DRAWN. WE WILL NOT BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOSS OF PROFITS, OPPORTUNITY, OR GOOD WILL, EVEN IF WE ARE AWARE OF THE POSSIBILITY FOR SUCH DAMAGES.

b. Limited License to Use Online Services. We hereby grant you a single, non-exclusive, non-transferable, revocable and limited license to access and use the Online Services, subject to your continued compliance with the terms of this Agreement and applicable law.

Your right to access and use the Online Services may be suspended or terminated at any time if, in our sole discretion, we believe that you have violated the terms of this Agreement or applicable law, or if you have not used the Online Services in more than three (3) months. It may become necessary for us to suspend or terminate your access to the Online Services and/or require your reenrollment if we merge with another association or transfer your obligation to another association. Your access to the Online Services may also be terminated if you cease to hold an account with us.

c. Online Information. We will use good faith efforts to ensure that the information, (including, without limitation, your account and loan information), content, and transactions that may be viewed through the Online Services (collectively, the “**Online Information**”) are accurate. The Online Information available is solely for informational purposes 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 Online Services is periodically updated and is subject to adjustment and correction. Online Information should not be relied upon as the basis for any action or non-action. You therefore specifically agree that, unless you and we otherwise agree in writing, you will not rely on the Online Information for the purposes of loan payoffs, tax reporting, stock trading, important financial decisions, or like purposes. You further agree that the Online Information shall not constitute an admission of whatsoever nature by us of the amount or liability due or owing to you.

d. Security of Data Transmission. We maintain commercially reasonable security measures to protect your information, including industry-standard physical, administrative, and technology-based measures. 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.

You agree, acknowledge, and understand that: (1) the Online Information is of a confidential nature; (2) neither we nor any Service Provider guarantees or warrants that unauthorized individuals cannot illegally

gain access to and use the Online Information, including, without limitation, your most confidential financial information; (3) any information or documentation that you provide to us through the Online Services will not be returned to you and that, subject to applicable law, we are under no obligation to retain such information or documentation; 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 Online Information.

You agree that when we receive 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. If you become aware that your account has been accessed without authorization, you shall immediately notify us of such unauthorized access.

e. Account Credentials. When you first enroll in the Online Services, you will receive a User ID and temporary password. You will be prompted at the first log-on attempt to create a new password that will allow you to access the Online Services. Only you will have knowledge of this password. We may, from time to time, change the requirements for passwords used to access the Online Services. In the event of such a change, you will be required to change your password the next time you access the Online Services. If you are one of multiple borrowers on a particular loan and/or account that is accessible via the Online Services, you hereby acknowledge and agree that any one or more of the co-borrowers on the loan and/or account may request and be granted access to Online Services for the loan and/or account, and may continue to have access even if such co-borrower is released from personal liability on the loan and/or account (although you may request that we remove access for such individuals by contacting us directly).

You are solely responsible for the security and use of your User ID and password. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Services, you agree to keep your passwords, codes, and User IDs confidential. If you disclose your account numbers, codes, User IDs, and/or password to any person(s) or entity or permit their use, you assume all risks and losses associated with the same and are responsible for any transactions and activities performed by such person(s) or entity.

If you access the Online Services through our mobile applications, we may allow you to authenticate your identity using a biometric rather than a User ID and password. Biometric authentication will only be available on certain mobile devices, such as the Touch ID and Face ID technology for Apple mobile devices and the Fingerprint technology for Android mobile devices. You will be able to control whether biometric authentication is enabled or disabled from the security settings of your mobile device. Once enabled, you will be able to access your Online Services using any biometric registered on your device. You are solely responsible for the security of your mobile device. If you allow any person(s) to register a biometric on your mobile device, you assume all risks and losses associated with the same and are responsible for any transactions and activities performed by such person(s).

The loss, theft, or unauthorized use of your account numbers, codes, User IDs, passwords, or mobile device could cause you to lose some or all of the money in your accounts and could also permit unauthorized access to your sensitive personal and account information. Such unauthorized access to that information could result in fraudulent activity, including identity theft. You agree to immediately notify us at 575-762-3828 if you become aware of any loss, theft, unauthorized use or attempted use of your User ID and/or password or any unauthorized use of your username or password.

f. Fees. Access to the Online Services are currently provided to you at no additional cost. You may incur, and will be solely responsible for, fees incurred through the Online Services, such as fees charged by third parties such as bank transaction fees or fees from wireless carriers or internet providers. We reserve the right from time to time to add or modify charges associated with the Online Services and will notify you if such charges are added or modified.

g. Your Use of the Online Services. The following requirements apply to your use of the Online Services:

- The Online Services will be used in a manner consistent with applicable laws and regulations in accordance with the terms of this Agreement.
- The Online Services will not be used in any manner that could damage, disable, overburden, or impair the Online Services or interfere with any other user's use or enjoyment of the Online Services.
- No attempt will be made to gain unauthorized access to the Online Services or our computer systems or networks.
- You will not knowingly upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

h. Association Responsibilities and Limitations of Liability. The Association agrees to make commercially reasonable efforts to ensure proper performance of the Online Services. We will be responsible for acting only on those instructions sent through the Online Services that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of the messages you send. We are 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. We 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 Internet service provider or other third party.

3. CONSENT TO ELECTRONIC DISCLOSURES

a. Scope of Communications to be provided in Electronic Form. In accordance with state and federal law, you agree that we may communicate or otherwise conduct business with you electronically. You agree that we may provide you with any Communications in electronic format, including information we may be required by law to give you "in writing" or electronically with your consent. You also agree that we may use electronic records and signatures in our relationship with you. We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery.

b. Method of Providing Communications to You in Electronic Form; Your Contact Information. You agree that Communications may be sent to you by one or more of the following methods: (i) via email, (ii) by access to a website, (iii) via our mobile applications, or (iv) by requesting you download a Portable Document Format (PDF) file containing the Communication. Because we may provide Communications to you via email and/or notify you by email of Communications available on our website, it is important that we have your current email address at all times. If an email address that you have provided to us changes at any time or ceases to be your preferred email address, please call, email or write us via any of the methods set forth in the Contacting Us section below (Section 4(j)). You may also update your email address or other contact information through the Online Services. However, if you do so through the Online Services, you must also contact us as set forth in the Contacting Us Section below (Section 4(j)) to ensure your address is updated in all of our systems. You should make sure that any spam filter you use is set to allow receipt of messages from DLAgOnline-AgNewMexico@farmcreditbank.com.

c. Hardware and Software Requirements. To access, view, and retain electronic communications from us, the computer or mobile device you are using must meet the following minimum requirements:

- An Internet connection (Note: Dial-up connections are not supported, and satellite cable connections often have difficulty supporting encrypted applications.);
- A recent generation secure internet browser that is being supported by its publisher;
- A supported program that accurately reads and displays PDF files;

- A valid email address that you have provided to us (for each account owner);
- A computer or mobile device with an operating system capable of supporting all of the above; and
- Sufficient storage space to save Communications or an installed printer to print them.

You are responsible for ensuring that your devices meet the hardware and software requirements above. We reserve the right to discontinue providing access to Communications through any hardware or software that, in our sole opinion, suffers from a security flaw or other flaw that makes it unsuitable for use.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from us. Continuing to access the Online Services after receiving notice of such a change is reaffirmation of your consent.

d. Requesting Paper Copies. If you would like a paper copy of a Communication we previously sent you electronically, you may print it. You may also request that we send you a paper copy by calling, emailing or writing us via any of the methods set forth in the Contacting Us section (Section 4(j)) below. Such a request must identify the specific electronic Communication for which you want a paper copy.

e. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form by calling, emailing, or writing us via any of the methods set forth in the Contacting Us section (Section 4(j)) below. Include your name, email address and account number in any such request, and please indicate that you are withdrawing your consent to receive electronic Communications from us. 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. 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 Services may be terminated. Withdrawal of your consent will not affect, the terms or validity of any agreement between you and us or any previously provided or agreed upon Communications.

f. 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 unless they have requested to receive electronic versions of such documents and consented to receive electronic disclosures.

g. Paperless Statements. If we provide statements or bills to you electronically, you understand and agree that (i) certain documents will continue to be delivered to you 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 you to view electronically in accordance with this Agreement; (ii) we may revoke your participation in the Paperless Statements program (or any other electronic delivery program) at any time at our discretion; (iii) neither we, nor our agents or Service Providers will be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of any product or the Online Services provided pursuant to this Agreement; and (iv) inserts that may be provided along with your statements or bills contain important information or disclosures concerning your Account, and you agree to review such inserts in a timely manner. If there are multiple owners on an account, you agree that we may send a statement or bill electronically, or a notification that an electronic version of the statement or bill is ready to be viewed through the Online Services, to a single obligor on such account who has elected to receive Paperless Statements and that we are under no obligation to send the remaining accounts owners a statement. We may always, in our sole discretion, provide you with statements, bills, or any other Communications, in paper format even if you have authorized electronic delivery

4. ADDITIONAL AGREEMENT TERMS

a. Disclaimer of Warranties. YOUR USE OF THE ONLINE SERVICES IS ENTIRELY AT YOUR SOLE RISK. THE ONLINE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT (i) THE ONLINE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THAT OPERATION OF THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE CONTENT, DATA, OR RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE SERVICES WILL BE ACCURATE OR RELIABLE. WE UNDERTAKE NO OBLIGATION TO UPDATE THE ONLINE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, A SERVICE PROVIDER, OR THROUGH THE ONLINE SERVICES SHALL CREATE ANY WARRANTY REGARDING THE ONLINE SERVICES NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT ADDITIONAL DISCLAIMERS, LIMITATIONS, AND NOTICES REGARDING THE ONLINE SERVICES AND ITS CONTENT AND DATA MAY BE PROVIDED BY US FROM TIME TO TIME WITHIN THE ONLINE SERVICES OR ON OUR WEBSITE.

b. Limitation of Liability. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL WE OR A SERVICE PROVIDER BE RESPONSIBLE FOR ANY LOSS OF ANY KIND, INCLUDING LOSS ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM OR MOBILE DEVICE, PROPERTY DAMAGE, AND BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE ONLINE SERVICES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES, EACH’S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE ONLINE SERVICES OR ANY OTHER MATTER RELATING TO THE ONLINE SERVICES

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 nonperformance 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 and the Association.

c. Indemnification. You agree to indemnify, defend, and hold Association and its affiliates and their directors, officers, employees, agents, representatives and licensors harmless from any claim, demand, loss, costs, or expense, including reasonable attorneys’ fees and costs of investigation, made by any person arising out of your violation of this Agreement, applicable laws or regulations, or any other person’s rights, including but not limited to infringement of any copyright or violation of any proprietary or privacy right. Under no circumstances, including but not limited to a negligent act, will Association or its affiliates or

their directors, officers, employees, agents, representatives or licensors be liable for any damages of any kind that result from the use of, or the inability to use, the Online Services.

d. Your Contact Information. When you request to access the Online Services, you will be asked to provide information about yourself. This information may include, without limitation, your name, address, telephone numbers, email addresses, and loan numbers. You agree to immediately provide us with updated information in the event any such information changes.

e. Correspondence Methods & Consent. You agree that we may initiate telephone calls, text messages, voice messages (including artificial and/or prerecorded voice messages), emails or other messages to any landline, mobile telephone number or email address that you provide to us (“**Correspondence**”). Correspondence may be initiated via an automated telephone dialing system or some other automated equipment and may include, without limitation, information about any account you hold, previously held or obtain in the future with us; payment due dates; missed payments; or other information relating to your relationship with us. You understand that Correspondence we send may be viewed or listened to by anyone with access to your telephone, text messages, voicemails and/or emails, and you agree that we will not be liable to you regarding such Correspondence, even if some third-party views or listens to the information we communicate. Standard text, voice, and data rates and charges apply, and you agree that we have no liability for such rates and charges. If you cease to be the subscriber or customary user of any telephone number or email address that you have provided to us, you agree to immediately notify us of such change. To the extent you have the right under applicable law to revoke your authorization to automated calls, artificial or prerecorded voice calls, and automated text messages, you may do so by writing to us at Ag New Mexico, FCS, ACA; 233 Fairway Terrace North; P.O. Box 1328, Clovis, New Mexico 88102-1328, sending an email to DLAgOnline-AgNewMexico@farmcreditbank.com, calling us at 575-762-3828, or, with regard to automated text messages, you may reply “STOP” to any text we send you to stop text messages to the number to which we sent the text.

f. Minors. The Online Services are not targeted towards, nor intended for use by, anyone under the age of 18. If you are under the age of 18, you are not permitted to use the Online Services.

g. AGREEMENT TO ARBITRATE DISPUTES WITH US.

This Agreement to Arbitrate Disputes with Us (“Arbitration Provision”) does not apply if you are a member of the armed forces or a dependent of such member covered by the federal Military Lending Act. If you would like more information about whether you are covered by the Military Lending Act, you may contact us toll free at: 800-357-3545.

You agree that you and/or the Association may elect to have any and all claims arising from or relating to this Agreement, your relationship with us, or any service provided to you by the Association, its employees, directors, officers, shareholders, members, representatives, and agents, and any person or entity that you or we assert is potentially liable for the conduct at issue, including without limitation claims relating to privacy, customer information and the processing of an application for credit, submitted to binding arbitration under the Federal Arbitration Act (“FAA”). This includes claims based on contract, tort, equity, statute, or otherwise; however, claims regarding the scope and enforceability of this Arbitration Provision shall be determined by a court. Individual small claims court actions are not subject to this Arbitration Provision as long as they remain in that court.

If arbitration is elected, a single Arbitrator shall decide all claims and shall render a final, written decision. You may choose the American Arbitration Association (“AAA”), Judicial Arbitration and Mediation Service (“JAMS”), or other similar arbitration service provider acceptable to the Association to administer the arbitration. If none of them can serve, a court with jurisdiction will select the arbitrator. Consistent with the FAA, the appropriate AAA rules, JAMS rules, or other service provider rules shall

apply, as determined by the Arbitrator. For AAA and JAMS, these rules are found at www.adr.org and www.jamsadr.com. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Agreement.

Each party to the arbitration shall pay his, her, or its own costs of arbitration as specified by the relevant rules. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules. We will pay all filing, administrative, and hearing fees if you cannot get a waiver of such fees and ask us to pay. If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts, and witnesses. We will also pay these amounts if required under applicable law or the arbitration company's rules or if payment is required to enforce this clause.

If a claim is arbitrated, the parties waive any right to a jury trial. They also waive any right to bring representative claims in court or in arbitration on behalf of a class of individuals, on behalf of the public, as a private attorney general, or otherwise or to join or consolidate claims (the “class action waiver”).

This Arbitration Provision may be severed or modified if necessary to render it enforceable under the FAA, except that: (A) if the class action waiver is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.

h. Delay not Waiver. The failure of the Association to enforce any provision in this Agreement shall not constitute a waiver of such provision or any other provision.

i. 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.

j. Contacting Us. You may contact us regarding any of the terms set forth in the Agreement by phone at 575-762-3828, via email at DLAOnline-AgNewMexico@farmcreditbank.com, in writing at Ag New Mexico, FCS, ACA; 233 Fairway Terrace North; P.O. Box 1328, Clovis, New Mexico 88102-1328, or through the Online Services' secure mailbox.

k. Other Agreements; Modifications. In addition to this Agreement, you agree to be bound by and comply with such other written requirements we may furnish to you in connection with either the Online Services or products or services which may be accessed via the Online Services, our website or our mobile application, including, but not limited to, all account agreements, end user license agreements, and other product or service terms and conditions (each an “Other Agreement”). Except as may be otherwise stated herein, if this Agreement conflicts with any Other Agreement, the terms of the Other Agreement will control but only with respect to the eligible account, end user license agreement or product or service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. We may amend this Agreement from time to time by posting a copy of the updated Agreement at

<https://www.agnewmexico.com/ag-banking-online-support>. Changes to this Agreement will be applicable to any use of the Online Services after the effective date of the changes. Your continued use of the Online Services constitutes agreement to the changes. If you do not agree with the changes to this Agreement, your sole remedy is to not use the Online Services.

l. Governing Law. This Agreement is governed by applicable federal law. Except as set forth in the Arbitration Provision, to the extent state law applies, the law of the state of Texas shall apply without regard to conflicts of law principles thereof.

m. Conflicts. To the extent any of the terms of this Agreement conflict with the terms of any credit agreement between you and us, the terms of such credit agreement shall govern.

n. Miscellaneous. Except as set forth in the Arbitration Provision, if any provision of this Agreement shall be held invalid under law, such invalidity shall not affect any other provision or provisions hereof which are otherwise valid. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications or the Online Services, or to terminate or change the terms and conditions on which we provide electronic Communications or the Online Services.