



Farm Credit of New Mexico

Personal Banking Enrollment Form

To sign up for Personal Banking with Farm Credit of New Mexico, fill in the information below, read the attached Online Banking Agreement ("Agreement"), sign and date the form and return to your local Farm Credit of New Mexico office. An email will be sent to your email address with your temporary password. Contact Online Banking Support @ 1-888-978-6506 or onlinebanking@farmcreditnm.com for further information at any time.

Customer Information:

Name: _____

Address: _____

City: _____

State: _____ **Zip:** _____ **Phone:** _____

Email: _____

Primary Loan Account: _____

Borrower CIF: _____

Requested Services:

Personal Banking

Access account balances, and conduct common banking tasks online

Please Note: Requested access to accounts will be established when the appropriate forms have been signed and sent to your local Farm Credit of New Mexico.

I have read the Agreement and agree to the terms and conditions of using Farm Credit of New Mexico Online Banking.

By signing below, I authorize Farm Credit of New Mexico to issue a temporary password to me for account access, which I will be forced to change to a private password the first time I log in to the system.

Signature

Date

Signature

Date

This Agreement, which includes the Online Banking Enrollment Form, is a contract establishing the rules that cover your electronic access to your accounts at Farm Credit of New Mexico through Farm Credit of New Mexico Online Banking ("SYSTEM"). By using SYSTEM, you accept all terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the agreements and disclosures for each of your Farm Credit of New Mexico accounts continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal and state laws (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Farm Credit of New Mexico's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form, constitutes the entire agreement between you and Farm Credit of New Mexico with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions - As used in this Agreement, the words "we," "our," "us" and "Farm Credit of New Mexico" mean Farm Credit of New Mexico. "You" and "your" refer to the account holder authorized by Farm Credit of New Mexico to use SYSTEM under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through SYSTEM. "Account" or "accounts" means your accounts at Farm Credit of New Mexico. "Electronic funds transfers" means pre-authorized transactions and transfers to and from your Farm Credit of New Mexico accounts using SYSTEM including bill payments. "SYSTEM Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

Internet Security Information - Our Online Banking service utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In-depth information on many of the techniques and features employed by the system can be viewed or printed from our website where the system's features are explained. In addition to our login security, we use SSL (secure socket layer) encryption technology for everything done in the system. Your browser automatically activates this technology when it attempts to connect to our system and it will support either 40-bit or 128-bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small padlock icon at the bottom of the screen from *open* to *locked*. What this means to you is that your communications are scrambled from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a "Certificate Authority" to assure you that you are actually talking to our servers instead of someone pretending to be us.

During your use of the Online Banking system, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A "cookie" is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto the system, this cookie enables us to process multiple transactions during the session without you having to provide your Login ID and password for each individual transaction. After a predetermined amount of time set by our security system or when you log off, the session cookie is no longer accepted and must be re-entering the password. A new cookie is used for each session, so that no one can use the cookie to access your account. For Cash Management users, a cookie may also be used to restrict access to a specific PC for conducting business transactions.

Registration Process - The service requires the customer to complete the initial registration process. This involves either completing a secure online application or completing an application and mailing it to our office. The information on the application will identify everything we will need to enable the service. Once we verify the information you submitted for accuracy and authorizations, you will be notified when your account will be activated by mail and/or email.

Access - To use SYSTEM, you must have at least one loan account at Farm Credit of New Mexico, have access to Internet service and an email address. Once we have received your signed Enrollment Form and verified your account information, we will send you confirmation of our acceptance of your enrollment, along with your assigned Login ID and temporary password, by email or through the postal system. Initially, the SYSTEM can be used to access only the Farm Credit of New Mexico accounts for which you are the primary borrower. You can add or delete any of your Farm Credit of New Mexico accounts from this Agreement by contacting your Association. Access to your accounts through SYSTEM will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the account holder.

SYSTEM Services - You can use SYSTEM to check the balance of your Farm Credit of New Mexico accounts; view Farm Credit of New Mexico account histories; transfer funds between select accounts, if available; re-order drafts; make stop payment requests; and change your address for your Farm Credit of New Mexico accounts. Balance information is available as of approximately 8:00 p.m. Central Standard Time of the previous business day. Balances reflecting "memo" transactions that have occurred during the day are available at various times during the business day. "Memo" transactions are transactions that have occurred during the day but have not yet been processed.

Hours of Access - You can use SYSTEM seven days a week, twenty-four hours a day, although occasionally some or all SYSTEM services may not be available due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the SYSTEM website.

Your Password - For security purposes, you are required to change your password upon your initial login to SYSTEM. You determine what password you will use; the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to SYSTEM will be revoked. To re-establish your authorization to use SYSTEM, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper- and lower-case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down.

Security - You understand the importance of your role in preventing misuse of your accounts through SYSTEM, and you agree to promptly examine the paper statement for each of your Farm Credit of New Mexico accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account. Your password and Login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security; SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing SYSTEM, or email transmitted to and from us, will not be monitored or read by others.

Fees and Charges - You agree to pay the fees and charges as set forth in the current fee schedule from your Association for your use of SYSTEM Services. You agree that all such fees and charges will be deducted from your Farm Credit of New Mexico loan account or paid in advance to your Association. If you close your Primary Loan Account, you must contact us immediately to designate another account as your Primary Loan Account. You agree to pay any additional reasonable charges for services you request not covered by this Agreement. You are also responsible for telephone and Internet service fees incurred in connection with your use of SYSTEM from your telephone company and/or Internet Service Provider.

Posting of Transfers – Transfer requests made through SYSTEM are subject to review by Farm Credit of New Mexico before application to your accounts in accordance with loan documents and credit policies of the Association. Transfers initiated through SYSTEM before 3:00 p.m. Central Standard Time on a business day will be processed for review by Farm Credit of New Mexico that same business day. Transfers completed after 3:00 p.m. Central Standard Time on a business day, Saturday, Sunday or holiday will be posted on the next business day. SYSTEM identifies a transfer based upon the Login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of SYSTEM will not reflect transfers made by multiple users from the same account if different Login IDs are used. You agree to communicate to any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts, in order to avoid exceeding loan commitment or unavailable funds in Trust Fund accounts.

Order of Payments, Transfers and other Withdrawals – If your account has insufficient commitment available or funds to perform all electronic fund transfers you have requested for a given business day, then Electronic fund transfer requests initiated through SYSTEM may, at our discretion, be cancelled or modified to avoid exceeding the loan commitment or available funds.

Limits on Amounts and Frequency of SYSTEM Transactions – The number of transfers from your Farm Credit of New Mexico accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable loan agreement and disclosure for those accounts. If a hold has been placed upon a trust fund for a future payment or other purposes from which you wish to transfer funds, the transfer may be cancelled or modified by the Association. You will be notified of any such modification.

Customer shall notify Association immediately, in accordance with its established procedures, if Customer discovers any unauthorized electronic funds transfer, or has reason to believe that such a transfer has, or will be made, or if Customer desires to cancel or amend a previous transfer request or designation of an authorized representative. Association will take reasonable efforts to honor such cancellation or amendment notification. Customer shall remain liable for any funds transfer request processed prior to such notice or prior to the time at which Association is reasonably able to prevent such additional transfers. Customer agrees to promptly review all statements issued by Farm Credit of New Mexico and to immediately notify Farm Credit of New Mexico of all discrepancies appearing on such statements.

Disclosure of Account Information and Transfers – We will disclose information to third parties about your account or the transactions you make:

- (1) where it is necessary for completing transfers, or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau, or for a merchant in relation to transactions that you originate in the SYSTEM, or
- (3) in order to comply with government agency or court orders, or
- (4) if you give us your written permission.

Use of email - You agree that the SYSTEM can provide certain account information via email through the use of automated system notices (such as Q-Cards) and that, by enabling these notices, you authorize the release of such

information via electronic means to the email address you have provided. You agree to notify us immediately of any change in your email address.

Periodic Statements - You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear on the respective periodic paper statements for your accounts.

Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any SYSTEM service, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the SYSTEM website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject SYSTEM Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments - Contact us as soon as you can if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us: (1) Tell us your name and loan account number; (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information; (3) Tell us the dollar amount of the suspected error. If you contact us by telephone or by email, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days. We will communicate the results of our investigation to you within 10 business days after you contact us, and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this and you are a Consumer, or the transaction involves a Consumer account, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will 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 it in the form of a paper writing within 10 business days, we may not provisionally credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after completion of our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

Our Liability for Failure to Make a Transfer - If Association fails to perform electronic funds transfers in accordance with its established procedures, and as a direct consequence Customer suffers an economic loss, Association's liability shall be limited to the damage suffered by Customer as a result of the lost use of such funds, any interest accrual charged to Customer, and/or any actual expenses of Customer, all of which must be proven to be directly related to the failure of Association to act in accordance with its established procedures regarding electronic funds transfers. In no event shall Association have any further liability to Customer. Association shall have no obligation to honor any electronic funds transfer request that either, (1) violates the terms of its loan commitment with Customer; (2) exceeds the total amount available for disbursement from Customer's loan commitment; (3) provides reasonable cause for Association, in its sole judgment, to refuse to honor such request; (4) if a legal order directs us to prohibit withdrawals from the account; (5) if your account is closed, or if it has been frozen; (6) if you, or anyone authorized by you, commits any fraud or violates any law or regulation; (7) if any electronic terminal, telecommunication device, or any part of the SYSTEM electronic fund transfer system is not working properly and you knew about the problem when you started the transfer; (8) if you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date and payment amount for the payee on a bill payment; (9) if you have not properly followed the on-screen instructions for using SYSTEM or (10) if circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken. Losses suffered by Customer for any reason other than Association's failure to perform in accordance with its established procedures shall be borne solely by Customer.

Consumer Liability for Unauthorized Transfers - ***This provision is only applicable to consumers and transactions involving consumer accounts.*** CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your line of credit. If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the SYSTEM Services provided to you under this Agreement. We do not and cannot warrant that SYSTEM will operate without errors, or that

any or all SYSTEM Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Farm Credit of New Mexico and its affiliates exceed the amounts paid by you for the services provided to you through SYSTEM.

Virus Protection – Farm Credit of New Mexico is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PCs and diskettes 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. Additionally, you may unintentionally transmit the virus to other computers.

Your Right to Terminate - You may cancel your SYSTEM service at any time by providing us with written notice by postal mail or fax. Your access to SYSTEM will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your Farm Credit of New Mexico accounts; SYSTEM Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits; (2) Upon 3 business days notice, if you do not contact us to designate a new Primary Loan Account immediately after you close your Primary Loan Account and (3) Upon reasonable notice, for any other reason in our sole discretion.

Communications between Farm Credit of New Mexico and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways: (1) Email -You can contact us by email at farmcreditnmacctinfo@myagloans.com (please note that banking transactions through SYSTEM are not made via email); (2) Telephone - You can contact us by telephone at: Albuquerque (800) 451-5997, Las Cruces (800) 755-6432, Roswell (800) 451-5974, Clovis (800) 451-5977, and Tucumcari (800) 824-6403; (3) Facsimile - You can contact us by fax at the Association; (4) Postal Mail - You can write to us at the Association or local branch office and (5) In Person - You may visit us in person at any one of our locations.

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 of New Mexico Online Banking website or by email. You agree to notify us immediately of any change in your email address.