

ELECTRONIC FUNDS TRANSFER – INITIAL DISCLOSURES

Electronic Funds Transfer (EFT). AgTrust Farm Credit provides various EFT services for its customers. EFT means a transfer of funds through an electronic terminal, by telephone, or by Internet, or the conversion of a check electronically. This disclosure outlines the basic rights, liabilities and responsibilities stated in the Electronic Funds Transfer Act, Regulation E.

(A) Customer Liability – PLEASE NOTE: The consumer liability provisions of this Section apply only to transfers to and from your funds held account or advanced conditional payment account (ACPA) and do **NOT** apply to transfers to and from your loan account. Notify us **IMMEDIATELY** if you believe your user ID and/or password has been lost, stolen or otherwise compromised or if you believe that an electronic funds transfer from your funds held account or ACPA has been made without your permission. If you promptly notify us within 2 business days of discovery, your loss will be no more than \$50.

If you do **NOT** notify us within 2 business days of discovering the error or loss, and it appears that we could have prevented the loss with notification had you contacted us during that period, you could lose as much as \$500.

Additionally, if your statement shows an unauthorized transaction regarding your funds held account or ACPA that you did not initiate or approve, including those made by user ID and/or password or other means, you must notify us at once. An unauthorized transaction is one that does not benefit you, by a person who does not have your actual permission. A transaction by a joint owner or other person with an interest in or authority to transact business on your account is not an unauthorized transaction.

Failure to notify the Association of an unauthorized transaction within 60 days after the statement was mailed to you may prevent you from recovering any money you lost after the 60 days if it appears that the Association could have prevented the loss with notification had you contacted us during that period.

(B) Contact in event of unauthorized transaction. If you believe your user ID and/or password has been lost or stolen or if you believe there has been an unauthorized transaction, call: Phone Number: 800-530-1252 or write: AgTrust Farm Credit, 1612 Summit Ave., Suite 300, Fort Worth, Texas 76102 or email: DLAGOnline-AgTrust@farmcreditbank.com.

(C) Business days. For purposes of these disclosures, business days are days we are open, generally Monday through Friday, exclusive of holidays.

(D) Transfer types and limitations. Account access. You may use your user ID and/or password as follows:

- (a) Internal Transfers.
 - (i) Advances from one or more of your loan accounts with us may be transferred to your eligible funds held account or ACPA(s) with us;

- (ii) Available amounts in your eligible funds held account or ACPA(s) with us may be transferred to make payments on your loan accounts with us; or
 - (iii) Advances from one or more of your loan accounts with us may be transferred to make payments on any other of your loan accounts with us.
- (b) External Transfers.
 - (i) Advances from one or more of your loan accounts with us may be transferred to a checking, savings or loan account with your depository bank;
 - (ii) Available amounts from your eligible funds held account or ACPA with us may be transferred to your checking or saving account with your depository bank; or
 - (iii) Amounts in your checking or savings account in your depository bank may be transferred to your eligible funds held account or ACPA or applied to your loan account with us.

(E) Limitations on number or dollar amounts of transfers – The amount and number of transactions you may make will depend on your available funds and any security restrictions your association may have established. Contact us by one of the following methods for more information regarding any restrictions:

Phone Number: 800-530-1252

E-mail: DLAGOnline-AgTrust@farmcreditbank.com,

Mail: AgTrust Farm Credit, 1612 Summit Ave., Suite 300, Fort Worth, Texas 76102

(F) Fees/Fixed Charge. The services are currently provided to you at no additional cost. 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.

(G) Confidentiality. We will not disclose information to third parties about your account or the transfers you make except in these instances:

- Where it is necessary for completing transfers; or
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- To comply with government agency, court orders, law enforcement inquiry or other legal proceeding; or
- As necessary to be used in our normal course of business; or
- If you give us your written permission.

(H) Documentation. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

(I) Preauthorized payments. You may establish preauthorized recurring payments to one or more of your loan accounts from your accounts at your commercial bank. If you need to stop

payment of such a preauthorized recurring payment, you should contact your commercial bank. You may NOT establish preauthorized recurring payments to third parties from either your loan accounts or your funds held account or ACPAs with us.

(J) Financial institution's liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

(K) Error Resolution Notice. If you have questions or if you believe an unauthorized transfer or error has occurred or may occur, contact us IMMEDIATELY by one of the following methods:

Phone Number: 800-530-1252

E-mail: DLAgOnline-AgTrust@farmcreditbank.com,

Mail: AgTrust Farm Credit, 1612 Summit Ave., Suite 300, Fort Worth, Texas 76102

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

- Tell us your name and account number (if any).
- Describe the error or the funds held account or ACPA 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you 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, we will credit your funds held account or ACPA 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 within 10 business days, we may not credit your account.

For errors involving new funds held account or ACPAs, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide, that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.