

## **AFSC ELECTRONIC ACCESS AGREEMENT**

### **Terms and Conditions**

This agreement sets out the terms and conditions governing your use of the online system of Agriculture Financial Services Corporation (AFSC) Online System to conduct business relating to AFSC's services by means of electronic access.

#### Acceptance of Terms

In order to access AFSC's website to conduct business electronically, you agree that you have read and are bound by all terms and conditions of this Electronic Access Agreement, as may be amended from time to time, notwithstanding any information on AFSC's website.

#### Electronic Transactions

You agree that the use by you or by any other person accessing the AFSC Online System using your username and password to conduct business is the legal equivalent to your having authorized such action in writing, and the submission of instructions electronically as a result of the use of your username and password shall, except as provided in this agreement, have the same effect as if you delivered such instructions in writing to AFSC with intent to be legally bound. You agree that once such instructions are submitted to AFSC by way of AFSC's Online System, AFSC shall have no obligation to reverse them.

#### Prohibited Transactions

You agree that the AFSC Online System will not be used by you or by any other person on your behalf for illegal, fraudulent or defamatory purposes or for purposes which could affect the security or integrity of the AFSC Online System or AFSC's hardware or software.

AFSC reserves the right to deny access to the AFSC Online System under certain circumstances, including but not limited to the following:

- (a) if, in the opinion of AFSC, any activity on your account or the use of the AFSC Online System is for fraudulent or illegal activities,
- (b) if, in the opinion of AFSC, access to your account is being used fraudulently or illegally or without your consent,
- (c) if it appears that access to the AFSC Online System is being used to attempt to obtain unauthorized access to AFSC systems, hardware or software.

#### Use of Username and Password

You agree to keep your username and password absolutely confidential and to ensure your password is never disclosed. You are solely responsible for the maintenance, security and use of your username and password and therefore all consequences and losses relating to the use of your username and password including all business conducted with AFSC as a result of access to the AFSC Online System through the use of your username and password, whether or not you personally authorized that use.

If you know or suspect your username and password are being misused, you must, as soon as possible, notify AFSC and immediately change your password (please contact your local District Office or the AFSC Call Centre for information on how to change passwords). Upon receipt of such notice, AFSC will make reasonable efforts to prevent misuse of your username and password. Further, you may request that AFSC halt all electronic transactions on your account. Upon receipt of such notice, AFSC will make reasonable efforts to comply with your request. You will not be responsible for transactions that are submitted electronically through the AFSC Online System one business day after actual receipt by AFSC of such notice from you of misuse of your username and password.

AFSC takes security of your information seriously and will not distribute your email address to third parties. AFSC reserves the right to communicate with you via the email address you provided.

#### Limitation of Liability

AFSC will make every reasonable effort to ensure availability of the AFSC Online System, but AFSC cannot guarantee availability of services. Consequently, you acknowledge and agree that any services provided by AFSC pursuant to the AFSC Online System are available only on an "as is" and "as available" basis.

You acknowledge and agree that AFSC is not responsible or liable for any delay, loss, damages, costs, claims expenses, harm or injury whatsoever caused by, arising from or related to the provision, operation or maintenance of any services outlined in this agreement, including service malfunction or failure that affect the accuracy of any functions or system failure or device error, failure, malfunction, unavailability or withdrawal, whether or not within or beyond the control of AFSC, and AFSC shall in no case be liable for any consequential, incidental, indirect, special, economic, punitive or exemplary loss or damages.

AFSC will not provide software and AFSC will not offer any technical support for usage of any software required to access the AFSC Online System. Further, AFSC will not provide assistance, support or advice respecting any problems associated with your Internet Service Provider.

There are no warranties or conditions, express or implied, with respect to the services under this agreement.

AFSC is not responsible for acts or omissions of your Internet Service Providers.

#### Termination of Electronic Access

You may terminate electronic access at any time by providing AFSC with notice in writing. Termination of electronic access shall not affect your liability or obligations under this agreement. AFSC reserves the right to vary or terminate access to the AFSC Online System at any time without notice or liability to you.

#### Amendments

AFSC may amend the terms and conditions of this Electronic Access Agreement at any time by providing notice made available to you, which may be by display at AFSC District Offices, by mailing to you, by display on the AFSC website or on the log-on screen of the AFSC Online System, or by any other mechanism which provides a similar ability to access by you. Notice of any amendments may be given either before or after the coming into effect of such amendments. If you use or continue to use the AFSC Online System after the latter of either notice or the date the amendment comes into effect, you are deemed to have accepted such amended terms and conditions. If you do not agree with the terms of this Electronic Access Agreement or any revised version of it, do not use or continue to use the AFSC Online System.

#### General

If there is any conflict between the terms and conditions of this Electronic Access Agreement and the terms and conditions of any agreement with AFSC for the delivery of services by AFSC, the terms and conditions of such other agreement shall apply to the extent of any inconsistency. The terms and conditions of this Electronic Access Agreement do not replace such other agreement.

The terms and conditions of this Electronic Access Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and you agree to submit to the jurisdiction of the Courts of the Province of Alberta.

These terms and conditions bind you, your successors, heirs, executors, administrators and legal representatives.