

# Online Account Access Agreement

NOTE: By clicking "I accept" or by your continued use of the Online Account Access, you accept to be bound by the Online Account Access Agreement.

## **I. Introduction**

### **II. Accessing Your LOL Finance Co. Accounts through the Online Account Access**

- A. Requirements
- B. Electronic Mail (E-mail)
- C. Fees
- D. New Services
- E. Benefits of using Online Account Access

### **III. Terms and Conditions**

- A. Your Online Password
- B. Payment Account
- C. Our Liability
- D. Hours of Accessibility
- E. Additional Terms and Conditions

### **IV. Online Account Access Payment Services**

- A. Using the Service

### **V. General Terms**

- A. Changes to Charges, Fees or Other Terms
- B. Disclosure of Account Information
- C. Questions or Error Correction on Online Account Access Transactions
- D. Other General Terms

### **VI. Protecting Your Account**

- A. Preventing Misuse of Your Account
- B. Unauthorized Transactions in Your LOL Finance Co. Accounts

## **I. Introduction**

This Online Access Agreement ("Access Agreement") for accessing your LOL Finance Co. accounts through Online Account Access explains the terms and conditions governing the online services ("Services") offered through the LOL Finance Co. online account access. By using the Services, you agree to the terms and conditions of this Access Agreement. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Minnesota. The terms "we," "us," "our," "LOL Finance Co." and "Land O'Lakes Finance Co." refer to LOL Finance Co. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

The Services can be used to access LOL Finance Co. accounts.

## **II. Accessing Your LOL Finance Co. Accounts through Online Account Access**

### **A. Requirements**

To access your accounts through Online Account Access, you must have a LOL Finance Co. account and an online password.

#### **B. Electronic Mail (E-mail)**

Sending electronic mail (E-mail) through Online Account Access is a way to communicate with us. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of Online Account Access. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s). You cannot use E-mail to initiate transactions on your account(s). For financial transactions, please use the appropriate functions within Online Account Access or call 800-328-9680 ext. 2050.

#### **C. Fees**

There are no monthly or transaction fees for accessing your account(s). Please note that fees may be assessed by your Online service provider.

#### **D. New Services**

We may, from time to time, introduce new Services. We will use our best efforts to notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these Services.

#### **E. Benefits of Using Online Account Access**

With Online Account Access, you can manage your personal or small business accounts from your home or office on your personal computer. You can use Online Account Access to:

- View account balances and review transaction history.
- Request funds transfers utilizing Online Forms between accounts.
- Communicate directly with LOL Finance Co. through E-mail.

### **III. Terms and Conditions**

The first time you access your accounts through Online Account Access you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

#### **A. Your Online Password**

You will be given an online password that will give you access to your LOL Finance Co. accounts and the Services we provide. This password can be changed within Online Account Access using the options button. We recommend that you change your password regularly. LOL Finance Co will act on instructions received under your password. For security purposes, it is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

#### **B. Payment Account**

Although there are no fees for accessing your accounts through Online Account Access, you may be asked to designate a payment account for selected Services. You agree to pay promptly all fees and charges for Services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

Your access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Online Account Access services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call LOL Finance Co. Customer Service at **800-328-9680 ext. 2050**.

If you do not access your LOL Finance Co. accounts through Online Account Access for any (1) one year period, LOL Finance Co. reserves the right to disconnect your service without notice. You agree to be responsible for any telephone charges incurred by accessing your LOL Finance Co. accounts through Online Account Access.

If you wish to cancel any of the Services, please contact Open LOL Finance Co. Customer Service at **800-328-9680 ext. 2050** or send us cancellation instructions in writing to LOL Finance Co., PO Box 64408, St. Paul, MN 55164-0408.

### **C. Our Liability**

Except as specifically provided in this Access Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, LOL Finance Co., or by Internet browser providers including but not limited to Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), or by Internet access providers or by Online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Services, or Internet browser or access software.

### **D. Hours of Accessibility**

You can access your LOL Finance Co. accounts through Online Account Access seven days a week, 24 hours a day. However, at certain times, some or all of Online Account Access may not be available due to system maintenance. You will be notified Online when this occurs.

A wire transfer initiated and received through Online Account Access utilizing Online Forms before **10:00 a.m. (CST)** on a business day is posted to your account the same day. All wire transfers completed after **10:00 a.m. (CST)** on a business day or on a Saturday, Sunday or corporate holiday, will be posted on the next business day. An automated clearing house (ACH) transfer initiated and received through Online Account Access utilizing Online Forms before 1:30 p.m. (CST) on a business day is posted to your account the same day. All ACH transfer completed after 1:30 p.m. (CST) on a business day or on a Saturday, Sunday, or corporate holiday, will be posted on the next business day. Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

### **E. Additional Terms and Conditions**

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

## **V. General Terms**

### **A. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will use our best efforts to notify you, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). We will try to send the notice or post it at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, unless an immediate change is necessary to maintain the security of the system. At all times, you are responsible for unauthorized transactions. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will use best efforts to provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or Services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

### **B. Disclosure of Account Information**

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. We may also provide information about your account(s) to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we may inform a credit bureau when accounts are closed by us because they were not handled properly. We may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

### **C. Questions or Error Correction on Online Account Access Transactions**

In case of questions or errors about Online Account Access funds transfers through Online Account Access involving your account, here is what you should do:

- Contact LOL Finance Co. by electronic mail (E-mail) at [lolfinance@landolakes.com](mailto:lolfinance@landolakes.com)
- Fax LOL Finance Co. at 651-481-2055
- Cal LOL Finance at 800-328-9680 ext. 2050
- Write LOL Finance Co. at P.O. Box 64408, St. Paul, MN 55164-0408,

Please contact us as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

- Tell us your name and account number

- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.

Here's what we will do:

We will tell you the results of our investigation within twenty (20) business days after we hear from you and will use our best efforts to correct any errors. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. You may request copies of the documents that we used in our investigation. If we do not complete a transfer to or from your LOL Finance Co. account on time or in the correct amount according to our agreement with you do to our negligence or misconduct, 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 a transfer.

- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Online Account Access.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

## **D. Other General Terms**

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Finance Co. rules and regulations, the rules and regulations of any funds transfer system to which the Finance Co. belongs, any online documents including the Privacy Policy and Terms of Use, and applicable State and Federal laws and regulations.

LOL Finance Co. reserves the right to terminate this Agreement. We reserve the right to terminate this Agreement and your access to Online Account Access, in whole or in part, at any time without prior notice.

## **VI. Protecting Your Account**

### **A. Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call LOL Finance Co. Customer Service at **800-328-9680 ext. 2050**.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to Online Account Access should also be kept confidential. For your protection we recommend that you change your Online password regularly. It is recommended that you memorize this Online password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify LOL Finance Co. Customer Service at once at **800-328-9680 ext. 2050**.

#### **B. Unauthorized Transactions in Your LOL Finance Co. Accounts**

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call LOL Finance Co. Customer Service at **800-328-9680 ext. 2050**, or write **LOL Finance Co., P.O. Box 64408, St. Paul, MN 55164-0408**.