

ELECTRONIC ACCESS AGREEMENT

PART 1: DEFINITIONS

1) Definitions: In this Agreement, the following terms will have the following meanings:

“Account” means any account you have with us.

“Administrator” means any person designated as an administrator by a Business User.

“Agreement” means this Electronic Access Agreement.

“Business” means a sole proprietorship, partnership, corporation or unincorporated association.

“Business User” means an individual who has been authorized by a Business to transact with us on its behalf.

“Electronic Device” means any electronic device that we allow you to use to access the Site including a personal computer, cellular phone, telephone, smart phone, or personal digital assistant.

“including” means “including but not limited to”.

“Instruction” means an instruction that is communicated to us after Password and/or Personal Verification Question authentication.

“Losses” means any and all damages, claims, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, reasonable fees and expenses of lawyers, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment), including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the Services provided to you, even if we were advised of the possibility of damages or were negligent.

“Password” means a confidential combination of numbers and/or letters you use to sign on to or transact on the Site, and the answers to any online Personal Verification Questions you have chosen that permit you to sign on to the Site.

“Personal Verification Questions” means the questions and answers that you may be required to choose, and provide answers to when prompted, to help us confirm that you are the person accessing the Site.

“Service” means any product or service you can access through the Site which can be accessed by an Electronic Device.

“Site” means any website operated by us, including the UFA Customer Portal.

“User ID” means the user ID you use to sign on to the Site.

“we”, “us” and “our” means United Farmers of Alberta Co-operative Limited and its affiliates.

“you” and “your” means the customer with an Account or Service which is accessed through the Site, and includes any Business that such a customer purports to represent.

PART 2: THE SITE AND SERVICES

- 2) **Scope:** This electronic access agreement (the “Agreement”), as may be amended from time to time, governs your use of the Site and applies when you access or use the Services.
- 3) **Other Agreements:** This Agreement supplements any other current and all future written agreements that you have with us and any terms, conditions or disclaimers provided on the Site. If there is a conflict between a term in this Agreement and any other written agreement with us, the term of the other agreement will apply to the extent necessary to resolve the conflict.
- 4) **Changes to this Agreement:** We may change this Agreement at any time by giving notice to you. We will notify you of a change to this Agreement by posting a notice on the Site. Your use of the Site after we post the notice means that you agree to and accept this Agreement as amended. If you do not agree to a change in this Agreement, you must immediately stop using the Site.
- 5) **Changes to the Services:** We may add, remove or change any part or feature of the Services, including the Site at any time, without giving notice to you.

PART 2: PASSWORDS, INSTRUCTIONS AND E-MAIL

- 6) **Use:** You must use your User ID and Password to access the Site. You may also be required to answer your Personal Verification Questions when accessing the Site or when requesting telephone information regarding the Site or any Services.
- 7) **Passwords:**
 - a) You agree to keep your Password and Personal Verification Questions absolutely confidential. You will not disclose to others (including family members, friends or any public official) what your Password or Personal Verification Questions are. Your Passwords and Personal Verification Questions should not be easily guessed or derived by anyone else. When choosing a Password or Personal Verification Questions, you must not use:
 - i) Your name or a close relative's name;
 - ii) Your birth date, year of birth, telephone number or address, or that of a close relative;
 - iii) Your Account number or credit card number;
 - iv) A number on any ID card that you keep in your purse or wallet (such as your social insurance number or driver's license number); or
 - v) Any other number which can be easily obtained or guessed by someone else.
 - b) When entering your User ID and Password and/or Personal Verification Questions into an Electronic Device, you must take all reasonable precautions to prevent others from seeing you entering this information such as by ensuring that no one can see your computer screen or key pad on your Electronic Device.
 - c) **User ID, Password or Personal Verification Questions Becomes Known:** If your User ID is lost or stolen, or you suspect that someone else knows any of your Passwords or Personal Verification Questions or is using your User ID, you must notify us by telephone or in person as soon as possible (and in any case within 24 hours after learning or suspecting such loss or use) and follow the instructions that we give to you. Subject

to any other agreement you have with us, we will not be liable for any improper charges against an Account or any other loss if you have not given us notice as required by this Section.

- d) If you suspect that someone else knows any of your Passwords, your Personal Verification Questions or the corresponding answers, you must change all of your Passwords and Personal Verification Questions immediately.
- 8) Responsibility for Losses: You are responsible for any Losses that result from your own use of your User ID and your Password or Personal Verification Questions. You are also responsible for any Losses that result from any use by a third party of your User ID and your Password or Personal Verification Questions, including , without limitation, use by any person that you authorized or permitted (contrary to Section 7) to use your User ID and your Password or Personal Verification Questions. Without limiting the generality of the first sentence in this Section 8, you are also responsible for any Losses that result if:
 - a) You make an entry error when using any Services;
 - b) You claim that an Account or Service was accessed by someone else but you do not co-operate fully in an investigation by us or the authorities; or
 - c) Someone else uses your User ID without your authority but your actions (or inaction) contribute to that unauthorized use.

You acknowledge that the amount of Losses for which you may be held liable is not limited to the Account balance if the Account has overdraft or similar protection, or by your credit limit if it is a credit card Account or loan Account.

- 9) Instructions: You acknowledge that each Instruction that you provide to us is final. You agree that we may rely on your Instructions (including your electronic acceptance of this Agreement and other online agreements) as if you had provided us with a paper copy of them. You agree that you will be liable for the transactions that are conducted on your Instructions, and any Losses that may arise from these transactions. You agree that we may maintain a record of your Instructions, and, if you provide Instructions by telephone, that we may record your voice or responses and you consent to such recording. Our records of your Instructions will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete.
- 10) E-mail: E-mail sent over the Internet is not secure and may be lost, intercepted, or altered. Except as otherwise specified in another written agreement that you have entered into with us, you agree that we are under no obligation to accept or act on any Instructions you provide to us by e-mail. If you send us confidential information by e-mail, we will not be liable if it is lost or intercepted, altered or misused by someone else. If you send us an e-mail, you agree that we may (at our sole discretion) respond to you by e-mail, and provide by e-mail any confidential information that you have requested; you also agree we will not be liable if the information we provide to you by e-mail as contemplated in this Section 10 is lost or intercepted, altered or misused by someone else.
- 11) Safe Practices: You should take all reasonable precautions, including ensuring that any Electronic Device you use to access the Site has an up-to-date anti-virus program, anti-spyware program and a firewall, if such security measures are available for your Electronic Device. To prevent unauthorized access to your Accounts, you must sign off of the Site as soon as you finish using it.

PART 3: BUSINESS USE OF THE SITE

- 12) **Access to Business Accounts and Services:** By designating a person as an Administrator, the Business is authorizing that person to view information about the Business and, if online transactions are permitted through the Services, to carry out online transactions on behalf of the Business (subject to any limits on the Business User's access, as described herein. The Business accepts the responsibility for all Losses that may arise from any unauthorized use including a Business User misusing his or her authority in any way, either purportedly on the Business' behalf or for personal or other purposes. The Business and individual Business User will ensure that the Business User meets any eligibility or other requirements for online access that are communicated by us as part of the application process.
- 13) **Different Levels of Access:** At the request of the Business, we may provide different levels of access to the Site for different categories of Business Users. If so, a Business User's ability to use certain Services on the Site will be limited by the level of access that we provide to him or her. It is the responsibility of the Business to ensure that the level of access we provide to a particular Business User is appropriate for that person.
- 14) **Authorized Use or Entry Errors:** The Business accepts the responsibility for all Losses that result if:
 - a) a Business User uses a User ID or Password, whether with or without the Business' specific authorization in any particular instance;
 - b) a Business User authorizes anyone else to use User ID or Password; or
 - c) a Business User makes entry errors.
- 15) **Indemnity by Business:** The Business agrees to indemnify and save us harmless from and against all Losses that we may incur (other than due to our own gross negligence or misconduct), including legal fees and disbursements reasonably incurred by us, arising from a breach by the Business or a Business User of any part of this Agreement, or from our acting or declining to act upon any Instruction or information given to us in accordance with this Agreement. This indemnity is in addition to any other indemnity or assurance against loss that the Business may provide to us, and will survive any termination of this Agreement.
- 16) **Sharing Business User IDs and Passwords:** If we permit a Business to share its User ID among individual Business Users, a Business User may provide the User ID and Password to one or more other persons who have also been authorized by the Business and (if online transactions are permitted through the applicable Service) who have authority to sign alone on behalf of the Business, notwithstanding anything to the contrary herein. In such a case, the Business User is not obligated to change the Password or notify us merely because the other authorized persons are using the User ID or the Password.
- 17) **Passwords, Anti-Virus Program, Anti-Spyware Program and Firewall:** The Business must ensure that each Business User follows your obligations hereunder, including the duty to carefully choose a Password, the duty to keep Passwords secret, and the duty to change Passwords and notify us if the Business User suspects that someone else knows a Password or is using his or her User ID. In addition, the Business must ensure that each Electronic Device that a Business User uses to access the Site on behalf of the Business has an up-to-date anti-virus program, anti-spyware program and a firewall, where such security measures are available for the Electronic Device.
- 18) **Access to Personal Accounts:** The Business may request that we attach the Business User's Personal Account(s) to the Bank Card that the Business User uses to access Online Banking on behalf of the Business. If we grant this request, then:

- a) The Business acknowledges that since the Business User can access both Business Accounts and Personal Accounts, the Business User may make transfers from Business Accounts to Personal Accounts, or make personal bill payments from Business Accounts, or conduct other transactions involving Business and Personal Accounts;
 - b) The Business and the Business User represent and warrant that Business User has the authority to sign alone on all of the Business Accounts which are available through the Site;
 - c) The Business User represents and warrants that he or she has the authority to sign alone on all of the Personal Accounts and that he or she is the owner (account holder) of all Personal Accounts, which are accessible through the Site;
 - d) The Business and the Business User covenant that any transfers to or from Business and Personal Account will not be in violation of any applicable law; and
 - e) The Business accepts the responsibility for all Losses that result from the Business User's access to Business Accounts and Personal Accounts.
- 19) Termination by Business: The Business may terminate this Agreement (and cease accessing the Site) at any time upon notice to us, effective a reasonable time after we receive the notice.

PART 4: LIABILITY, WARRANTIES AND TERMINATION OF ACCESS

- 20) Limitation of Liability: You understand and agree that, in addition to those limitations of liability set out elsewhere in this Agreement, we will be liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from the performance by us of our obligations under this Agreement and we will not be liable to you for any other damages. Also, we will not under any circumstances be liable to you for any other Losses, including indirect, incidental, special, punitive or consequential losses or damages including without limitation, loss of profits, damages for inconvenience, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or any services, including the Services, provided to you by us, even if we were advised of the possibility of damages or were negligent. These limitations apply to any act or omission of us or our officers, directors, affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort (including negligence), statute or any other doctrine of law.
- 21) No Liability in Certain Cases: Subject to applicable law and notwithstanding the foregoing Section, we will not under any circumstances be liable to you for any Losses resulting from:
- a) Failure to sign off of the Site after you have finished using it, regardless of how the Service was accessed;
 - b) Failure to comply with any of your obligations under this Agreement;
 - c) Failure to use up to date anti-virus software, anti-spyware software and a firewall on the Electronic Device you use to access the Site, if such security measures are available for the Electronic Device you used;
 - d) A situation in which the Site is unavailable for any reason, or is available but subject to delays or errors; or
 - e) The circumstances where we have indicated that we will not be liable or responsible or that you are responsible in any other section of this Agreement.

These limitations apply to any act or omission of us or our employees, officers, directors, affiliates, agents or suppliers, including any negligent acts or omissions of such persons, and to any Losses resulting from such act

or omission, even if we were advised of the possibility of damages, regardless of the form or the basis of action, including a cause of action in contract, tort (including negligence), statute or any other doctrine of law.

- 22) **No Warranties:** Except as explicit stated in another agreement in writing, we disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of the Site and the Accounts and Services, including any warranties and conditions as to merchantability, operation, currency, timeliness, merchantable quality, fitness for a particular purpose, title, non-infringement, security, and accuracy. We do not represent or warrant that (i) the Services or the Site will meet your requirements; (ii) the Services or the Site will be error free or provided on an uninterrupted or continuous basis; (iii) there will be no delays, no difficulties in use, no defects, or no incompatibilities with your use of the Services or the Site; (iv) all deficiencies in the Services or the Site can be found or corrected; and (v) that the Site and any communication from us, whether from the Site, or otherwise, is free of viruses, malicious code, unauthorized programs, disable code, or other harmful components.
- 23) **Indemnity:** You are required to complete accurately all “required fields” on the Site. If you choose not to provide your Social Insurance Number (“SIN”) or Business Registration Number (“BRN”), you agree to indemnify us for all costs that arise from or are attributable to us not being able to provide your SIN or BRN to a relevant taxing authority.
- 24) **Termination of Access:** We may terminate this Agreement with you or withdraw your access to the Site at any time, without notice to you, in which case this Agreement will continue to apply in respect of your past access. We will not be liable for any Losses or inconvenience that result from our withdrawal of your access.

PART 5: GENERAL PROVISIONS

- 25) **Declining Your Instructions:** When using the Site, you agree that we may decline to act on an Instruction if we suspect that the Instructions are not from you, are inaccurate or unclear, have not been properly authorized by you, or are provided by you for some illegal or improper purpose. We will not be liable if we decline to act on an Instruction in these circumstances.
- 26) **No Liability for Information:** Except as required by applicable law, we will not be liable to you for Losses arising from the information on the Site including information that does not meet your needs, or that is not suitable for any particular purpose; is not timely or accurate; or is unavailable at any time.
- 27) **Intellectual Property Rights:** All information and tools we provide online, and all software and systems used by us to provide the Services and the Site, are proprietary and are protected by intellectual property laws. You may not sell, distribute or commercially exploit the information or tools. You further agree not to use the information or tools except for your own personal use. Except as otherwise permitted under this Agreement, you will not do any of the following: (i) modify, adapt, translate, reverse engineer, decompile, or disassemble any software and systems used by us to provide the Services or the Site; (ii) copy, mirror, reproduce, distribute, publish, download, post, transmit, or create derivative works based on any of the content found, accessible, or made available to you on the Site or through the Services in any form or in any manner ; (iii) sell, resell, or make any commercial use of such content; and (iv) use any robots, bots, spiders, web crawlers, data mining software, or any other automated tools or data gathering or extracting software on such content or to collect any information from the Site or from other users of the Services. Nothing in this Agreement or on the Site will be construed as providing you with any right, title, and interest in or to any of our intellectual property rights, or to grant you any licenses, whether by implication or otherwise.
- 28) **Access to Sites:** You agree that you will not use the Site for any illegal or improper purpose, or take steps that could have a negative impact on, interfere with, compromise, or alter the security, integrity or functioning of

our systems or that could allow unauthorized access to our systems. You further agree not to use a third party's website, software or service to access the Site.

- 29) **Governing Law, Etc.:** This Agreement will be governed by the laws of Alberta and the laws of Canada applicable therein, excluding any principles of the conflicts of laws that would apply a different body of law.
- 30) **Severability:** If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
- 31) **Exclusive Jurisdiction.** You agree to submit and attorn to the exclusive jurisdiction and venue of the courts of the Province of Alberta with respect to any matters arising from or related to this Agreement, including your use of the Services and the Site and any disputes or claims arising therefrom.
- 32) **Accessing Site from other Jurisdictions.** You acknowledge and agree that while you may access the Site from other jurisdictions outside of Canada, some aspects of the Services or some information on the Site may not be available to you in those jurisdictions. If you access or use the Services or the Site outside of Canada, you do so at your own risk, and you bear all responsibility for compliance with any local, provincial, national, or international laws that are applicable to such access or use of the Services or the Site by you.