

ONLINE ACCESS USER AGREEMENT

ACCEPTANCE OF THE USER AGREEMENT

This User Agreement is entered into by and between You and Assemblies of God Financial Services Group DBA AG Financial Solutions, and its affiliated entities, including, but not limited to, Assemblies of God Foundation and Assemblies of God Loan Fund ("Company," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "User Agreement"), govern your access to and use of Online Access, including any content, functionality, and products and services offered on or through Online Access (the "Website"), as a registered user. Online Access is available only to users who have properly registered for an account or have been assigned access by an account owner or Online Access Administrator, and have an authorized user name and password assigned. If you are not an authorized user, you may not access or use Online Access. Your use of Online Access is also governed by the Company's Website Terms of Service, incorporated herein by reference. In the event of a conflict between the Terms of Service and this User Agreement related to Online Access, the User Agreement shall control.

Please read the User Agreement carefully before you start to use Online Access. By using Online Access or by clicking to accept or agree to the User Agreement when this option is made available to you, you accept and agree to be bound and abide by this User Agreement, Terms of Service, and our [Privacy Policy](#), incorporated herein by reference. If you do not want to agree to this User Agreement, Terms of Service, or the [Privacy Policy](#), you must not access or use Online Access. Subject to your continued compliance with the terms of this User Agreement, we hereby grant you a personal, revocable, non-exclusive, non-transferable, limited license (without the right to sublicense) to use Online Access and the content contained therein solely in connection with your Company accounts and investments.

CHANGES TO THE USER AGREEMENT

We may revise and update this User Agreement from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of Online Access thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on Online Access.

Your continued use of Online Access following the posting of a revised User Agreement means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

ACCESSING ONLINE ACCESS AND ACCOUNT SECURITY

We reserve the right to withdraw or amend Online Access, and any service or material we provide within Online Access, in our sole discretion without notice. We will not be liable if for any reason all or any part of Online Access is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Online Access, or the entirety of Online Access, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to Online Access.
- Ensuring that all persons who access Online Access through your internet connection are aware of this User Agreement and complies with it.

To access Online Access or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of Online Access that all the information you provide on Online Access is correct, current, and complete. You agree that all information you provide to register with Online Access or otherwise, including, but not limited to, through the use of any interactive features on Online Access, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to Online Access or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You agree that any use of your user name and password will be deemed to be by you, and you shall be responsible for all uses of your user name and password, whether or not authorized by you. You agree that unless you have immediately notified us of any unauthorized access that we may act upon any instructions or information submitted under your user name and password, and that we will have no obligation to inquire into the authenticity of said instructions. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. The Company shall have no liability to you or any other person for any claims related to the handling or mishandling of your user name and password. You agree that you shall be fully responsible for monitoring the use of and the security involving your user name and password.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, if, in our opinion, you have violated any provision of this User Agreement.

INTELLECTUAL PROPERTY RIGHTS

Online Access and its entire contents, features, and functionality (including, but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

This User Agreement permits you to use Online Access for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on Online Access, except as follows:

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- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages from Online Access for your own personal, non-commercial use and not for further reproduction, publication, or distribution, except to other authorized individuals and to professional advisors or representatives, provided that all such copies contain any copyright and other applicable proprietary rights notices included in such content (without any alteration of such notices). You are solely responsible for any reliance upon or use of such content. Except as otherwise expressly permitted herein, you may not reproduce, modify, create derivatives of, distribute, broadcast, transmit, publish, mirror, frame, sublicense, transfer, sell, or otherwise use any content obtained from or through Online Access. As a further condition of your use of Online Access, you hereby represent and warrant to the Company that you will not use Online Access for any purpose that is unlawful or otherwise prohibited by this User Agreement or the Terms of Service.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

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TRADEMARKS AND SERVICE MARKS

The Company name, including names of affiliated entities, the terms Ministry Impact FundSM, Generosity FundSM and Certified Church Risk ManagerTM, the Company logo, including logos for affiliated entities, and all related names, logos, product and service names, designs, and slogans are trademarks or service marks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on Online Access are the trademarks of their respective owners.

PROHIBITED USES

You may use Online Access only for lawful purposes and in accordance with this User Agreement. You agree not to use Online Access:

- For any purpose other than is authorized by this User Agreement.
- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- To transmit, or procure the sending of, any advertising or promotional material, without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Online Access, or which, as determined by us, may harm the Company or users of Online Access, or expose them to liability.

Additionally, you agree not to:

- Use Online Access in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of Online Access, including their ability to engage in real time activities through Online Access.
- Use any robot, spider, or other automatic device, process, or means to access Online Access for any purpose, including monitoring or copying any of the material on Online Access.
- Use any manual process to monitor or copy any of the material on Online Access, or for any other purpose not expressly authorized in this User Agreement, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of Online Access.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Online Access, the server on which Online Access is stored, or any server, computer, or database connected to Online Access.
- Attack Online Access via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of Online Access.

MONITORING AND ENFORCEMENT; TERMINATION

We reserve the right to:

- Monitor your use of Online Access to ensure compliance with the User Agreement and to prevent fraudulent use.
- Take any action that we deem necessary or appropriate in our sole discretion, including if we believe there is a violation of the User Agreement which could create liability for the Company.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of Online Access for any or no reason, including without limitation, any violation of this User Agreement.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATED ENTITIES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on Online Access, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

RELIANCE ON INFORMATION POSTED

The information presented on or through Online Access is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to Online Access, or by anyone who may be informed of any of its contents.

Online Access may include content provided by third parties, including materials provided by third-party reporting services. Those materials are the responsibility of the entity providing those materials. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

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CHANGES TO ONLINE ACCESS

We may update the content on Online Access from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE

All information we collect on Online Access is subject to our [Privacy Policy](#). By using Online Access, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

ONLINE TRANSACTIONS AND OTHER TERMS AND CONDITIONS

All transactions through Online Access for the purchase of products provided by the Company, or resulting from visits made by you, are governed by this User Agreement.

Additional terms and conditions may also apply to specific portions, services, or features of Online Access. All such additional terms and conditions are hereby incorporated by this reference into this User Agreement.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATED ENTITIES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, ONLINE ACCESS, ANY WEBSITES LINKED TO IT, ANY CONTENT WITHIN ONLINE ACCESS OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliated entities, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this User Agreement or your use of Online Access, including, but not limited to, your User Contributions, any use of Online Access' content, services, and products other than as expressly authorized in this User Agreement, or your use of any information obtained from Online Access.

GOVERNING LAW AND JURISDICTION

All matters relating to Online Access and this User Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, this User Agreement or Online Access shall be instituted exclusively in the federal courts of the United States or the courts of the State of Missouri, in each case located in the City of Springfield and County of Greene, although we retain the right to bring any suit, action, or proceeding against you for breach of this User Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. At the Company's sole discretion, it may require you to submit any disputes arising from this User Agreement or use of Online Access, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Missouri law.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS USER AGREEMENT OR ONLINE ACCESS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

EQUITABLE REMEDIES

You acknowledge that any unauthorized use or disclosure by you of Online Access or its content, or any infringement or violation of the Company's intellectual property rights, shall cause the Company irreparable injury for which the Company could not be fully compensated by money damages. You agree that in the event of or threat of such a violation, the Company would be entitled to seek and recover (in addition to any other available remedies) preliminary and permanent injunctive relief, without the necessity of posting bond or security, and further that the Company would be entitled to recover from you attorneys' fees and costs incurred in seeking and obtaining such relief.

WAIVER AND SEVERABILITY

No waiver by the Company of any term or condition set out in this User Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this User Agreement shall not constitute a waiver of such right or provision.

If any provision of this User Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this User Agreement will continue in full force and effect.

ENTIRE AGREEMENT

The Terms of Service, our [Privacy Policy](#), and Online Access User Agreement, constitute the sole and entire agreement between you and Assemblies of God Financial Services Group, DBA AG Financial Solutions, and its affiliated entities regarding Online Access and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding Online Access.

COMMUNICATIONS FROM THE COMPANY

You understand and agree that, as part of your use of Online Access, the Company or its agents may send to you certain communications from time to time, including service announcements, such as announcements regarding possible interruptions or other conditions that may affect access to and/or use of Online Access, and other administrative updates. You agree to provide the Company with your current email address, promptly provide the Company with any changes to your email address, and you agree to accept electronic communications from the Company at the email address you specify. In the event that the Company has more than one email address on file for you, the email address associated with Online Access shall be the primary email address for all electronic communications. You further understand and agree that your agreement to receive such communications is a condition to your use of Online Access, and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new or modified feature or content within Online Access shall be subject to this User Agreement. You hereby consent to receiving any notice provided or required hereunder via electronic means.

YOUR COMMENTS AND CONCERNS

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All feedback, comments, requests for technical support, and other communications relating to Online Access should be directed to: info@agfinancial.org.