



Farmer Brothers Customer Account Portal

Terms of Use

Please read these terms carefully before proceeding.

1. General

Farmer Bros. Co. ("Farmer Brothers," "we," "us" or "our") provides this Farmer Brothers Customer Account Portal (the "Portal") for the benefit of our subscribing customers subject to the following terms of use ("Terms"). These Terms, as they may be amended by us from time to time in our discretion, supplement and do not supersede or replace the customer's (or "you" or "your") other agreements with us and shall be applicable to your account with us upon your registration and issuance of a User ID and Password. Your acceptance indicated below and your registration and use of the Portal constitutes your acceptance of these Terms. If you have any questions, please call Customer Service at 1-888-998-2468.

2. Purpose of the Portal

The purpose of the Portal is to provide you with access to information about your Farmer Brothers Customer Account, including access to invoices, and to allow you to make payments of outstanding invoiced amounts to Farmer Brothers by Automated Clearing House ("ACH").

3. Registration/Subscription and Access

Upon your acceptance of these Terms, you will be directed to an application form that requires you to provide certain information, including but not limited to the identification of a single individual (the "Access Coordinator") within your organization that will be responsible for coordinating your access to, and use of, the Portal. You will also be required to obtain a specific User ID and Password to access the Portal at <https://myaccount.farmerbros.com/>.

4. Trademarks, Service Marks and Copyrighted Materials

We control and operate the Portal. All content on the Portal is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). You agree to abide by all additional copyright notices, information, or restrictions contained in any content that is presented on the Portal. You may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on the Portal, including but not limited to any logos or brands, without our express prior written consent. You may not frame, deep link, or otherwise incorporate into another website any of the content or other materials on the Portal without our express prior written consent.

Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark laws. You recognize that any reproduction or use of content, except as authorized by these Terms, is considered intentional infringement.

5. Use of the Portal

You are accessing the Portal using the Internet and your Internet service provider. Security of data and passwords cannot be guaranteed. We hereby disclaim all liability for any security breaches of online communications or for any electronic, hardware or software failures, data transmission errors or failures, data corruption, lack of access to the Portal or viruses affecting your data or systems (collectively "System Failures"). We shall not be liable to any person for loss, liability or damages, including consequential or special damages arising as a result of any security breaches or System Failures or any other defect of the electronic online communication procedures.

You understand that you are solely responsible for maintaining the security of your User ID and Password against theft or unauthorized use and that any person possessing your User ID and Password can access the Portal and take other action with respect to your account. You agree that you shall exercise all precautions commensurate with the highest reasonable standards of security for the protection of your security information. You agree to permit access and use of the Portal to only authorized designees. Any account maintenance effected with the use of your User ID and Password shall be conclusively presumed to be authorized by you for all purposes. You agree to notify us immediately if you suspect that your User ID or Password has been lost, stolen, or the subject of unauthorized use. You agree that any security procedures provided by us in connection with the Portal are commercially reasonable and adequate for your use. Furthermore, you agree that you shall not circumvent the data or attempt to obtain unauthorized access to the Portal or portions of the Portal which are restricted from general access.

You agree not to use the Portal for any purpose except access to your company's accounts. In using the Portal, you agree not to disrupt or interfere with the Portal, its services, system resources, nor to upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files. You also agree not to use, attempt to use, or access other accounts, or create or use a false identity on the Portal. You agree to indemnify and hold us, and our subsidiaries and affiliates, harmless for any loss or damage caused by your access, attempted access to or manipulation of any account or data of any third party and/or any defect in your system that causes damage to our hardware, software or data. We reserve the right to terminate or suspend access to the Portal in whole or in part, at any time, without notice.

6. Disclaimer of Warranties, Limitation of Liability and Indemnification

You agree to indemnify and hold harmless Farmer Brothers and our subsidiaries, affiliates, related parties, officers, directors, employees, agents and representatives, from any claim or demand, including reasonable legal fees, that may be filed by any third party, arising out of your conduct or in connection with the Portal, your provision of data or information in connection therewith, your violation of these Terms, or any other violation by you of the rights of another person or party.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PORTAL AND OF ANY SERVICES OR CONTENT PROVIDED (THE "SERVICE") IS AT YOUR OWN RISK. SERVICES AND CONTENT ARE PROVIDED TO YOU "AS IS", AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY, EITHER IMPLIED OR EXPRESS, THAT ANY PART OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OR OF ANY QUALITY. YOU UNDERSTAND AND AGREE THAT NEITHER FARMER BROTHERS NOR ANY PARTICIPANT IN THE SERVICE PROVIDES PROFESSIONAL ADVICE OF ANY KIND AND THAT ANY ADVICE OR ANY OTHER INFORMATION OBTAINED VIA THE PORTAL MAY BE USED SOLELY AT YOUR OWN RISK, AND THAT WE WILL NOT BE HELD LIABLE IN ANY WAY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES; THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (I) THE USE OF THE PORTAL OR THE INABILITY TO USE THE PORTAL, (II) THE COST OF OBTAINING SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO THROUGH THE PORTAL, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS BY ANY THIRD PARTY OR CONDUCT OF ANY THIRD PARTY USING SERVICES, OR (V) ANY OTHER MATTER RELATING TO THE PORTAL OR SERVICES PROVIDED IN CONNECTION THEREWITH.

7. Governing Law, Severability, Waiver

We operate the Portal from our offices within the State of California. The Portal can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of California, by accessing the Portal, you agree that these Terms and your use of the Portal shall be governed in all

respects by federal law and the internal substantive laws of the State of California, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. The Portal is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use is contrary to local law or regulation.

Any controversy or claim arising out of or relating to the Portal or these Terms, or the breach thereof, will be settled solely and exclusively by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including the Expedited Procedures and the Rules for Emergency Measures of Protection provided for therein. The parties will utilize a single arbitrator. The arbitration will take place in Torrance, California. The arbitrator will apply the law which these Terms specify as the governing law. The decision of the arbitrator will be binding and conclusive on all parties involved, and judgment upon its decision may be entered in any court of competent jurisdiction. The arbitrator will award the costs of the arbitration proceeding including, without limitation, reasonable attorneys' fees, arbitrator's fees and out-of-pocket expenses incurred in connection with the arbitration hearing and all prehearing proceedings between the parties, in such manner as the arbitrator may determine to be reasonable and equitable in light of the outcome of the arbitration proceeding.

If any provision of these Terms is prohibited by or rendered invalid by applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms.

No delay or failure by Farmer Brothers in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder and shall in no manner affect Farmer Brothers' right at a later time to enforce such provision.

8. For Customers Using ACH Payment Method

If you enroll in our electronic payment service, you can make payments due on outstanding Farmer Brothers invoices by initiating an electronic payment from your account maintained at your financial institution ("Account"), by means of ACH, and the following terms and conditions will apply to any such payment:

(a) We will transmit such payment entries initiated by you on the Portal through our bank (the "Bank") which will transmit the entries directly or indirectly to the ACH, as provided in the Operating Rules of the National Automated Clearing House Association ("NACHA"), as in effect from time to time (the "Rules"), and these Terms. As used herein, the terms "Settlement Date," "Entry," and "File" have the meaning set forth in the Rules.

(b) You agree to comply with (i) these Terms, (ii) all applicable laws, including federal law (including without limitation Article 4A of the Uniform Commercial Code), and (iii) the Rules insofar as applicable. The specific responsibilities and requirements provided in the following paragraphs of these Terms in no way limit the foregoing undertaking.

(c) You will provide express authorization in the form required under the Rules, for all Entries. You will provide Entry information in the manner specified in the electronic payment request on the Portal. Such information will include your bank account number, your bank's ABA routing number, the payment amount and payment date.

(d) Our electronic payment service is designed to be available seven days a week, 24 hours a day, and Farmer Brothers will endeavor to update account balance and activity information daily. However, Farmer Brothers shall not be liable for any inability to access our electronic payment service, or for Farmer Brothers' failure to update any information, for whatever reason.

(e) You will ensure that the Account contains sufficient immediately available funds to cover any debit Entry initiated to it not later than the Settlement Date applicable thereto. In the event any Entries are rejected by the ACH for any reason whatsoever, it shall be your responsibility to remake such Entries or to make other arrangements for making payment of amounts due under your other agreements with Farmer Brothers.

(f) Farmer Brothers does not charge you a convenience fee for using our electronic payment service. However, your financial institution may charge you fees related to your payment, including transaction fees or fees for attempting payments without sufficient funds. If a transaction is not honored by your financial institution, a fee may be charged to your Farmer Brothers account.

(g) You will indemnify Farmer Brothers and the Bank if the Bank incurs any loss or liability on account of the breach, with respect to any Entries initiated by you, of any of the warranties of Originating Depository Financial Institutions contained in the Rules, except due to the Bank's own gross negligence. In the event you incur any loss due to the mishandling of a particular Entry or Entries, the Bank's liability shall be limited to the minimum amount required under Article 4A of the Uniform Commercial Code.

(h) You warrant the accuracy of all transactions presented to the Bank and warrant that all transactions presented to the Bank are authorized and agree to indemnify the Bank from and against any claims, including third-party claims, arising from the breach of these warranties. In the event any Entry or File of Entries is delivered to the Bank by an agent or employee purporting to act on your behalf, the Bank shall be fully protected in acting in reliance on such Entry or File of Entries and need not inquire of you as to whether the same is duly authorized.

(i) You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized Entries. You warrant that no employee or agent will be allowed to initiate Entries in the absence of proper supervision and safeguards, and you agree to take reasonable steps to maintain the confidentiality of any passwords, codes, security devices and related instructions Farmer Brothers or the Bank provides to you in connection with any security procedures. If you believe or suspect that any such information or instructions have been known or accessed by an unauthorized person, you agree to notify us immediately. The occurrence of unauthorized Entries will not affect any Entries the Bank initiates in good faith prior to receipt of your notification and within a reasonable time period to prevent unauthorized transmissions. If the Bank receives an Entry (or a request for

cancellation or amendment of an Entry) that purports to have been transmitted or authorized by you, it will be deemed effective as your Entry or request, provided that the Bank accepted the entry or request in good faith and acted in compliance with its security procedures with respect to the entry or request.

(j) Participation in Farmer Brothers' electronic payment service is completely optional. Farmer Brothers reserves the right to suspend or discontinue accepting online payments at any time, for any reason without prior notice. Neither termination nor discontinuation of our electronic payment service shall affect your liability for transactions initiated through this service.

9. Privacy

Registration information and other data you provide in connection with use of the Portal will be subject to the terms of our Privacy Policy, accessible at the following link: <http://www.farmerbros.com/privacy>. Your use of the Portal indicates that you have read and understand the terms of our Privacy Policy. We urge you to review the Privacy Policy closely.

10. Modification; Termination of Portal Service or Portal Access

The Portal is being provided as a service, free of charge, to our customers. You understand and acknowledge that we may modify the Portal or services provided thereby or may discontinue offering the Portal at any time or may terminate your access to the Portal at our complete and sole discretion at any time and for any reason. Any changes or modifications will be effective upon posting on the Portal, and your access to and use of the Portal following the posting of such changes or modifications will constitute your acceptance of these Terms as revised.

YOU HEREBY CERTIFY THAT YOU HAVE CAREFULLY REVIEWED THESE TERMS. YOU AGREE THAT ANY AND ALL USE OF THE PORTAL SHALL BE GOVERNED BY AND PURSUANT TO THESE TERMS. IF YOU SO AGREE, THEN FULLY INTENDING TO BE BOUND HEREBY, INDICATE YOUR ACCEPTANCE BELOW.

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