

ACCOUNT PAYMENT SITE TERMS AND CONDITIONS

Please read the following terms that govern your use of the Yamaha Full Spectrum Installment (FSI) Program Account and WebBank/Yamaha Revolving Line of Credit (RLOC) Account Payment Site ("Site & Service"). The services provided on this Site allow customers with Yamaha FSI Program accounts and/or WebBank Yamaha RLOC accounts to have electronic access to this Site & Service to submit payments online, view and receive statements, and receive and send communications related thereto.

Persons accessing this Site & Service are subject to the Terms and Conditions found below including the WebBank Yamaha RLOC Account Payment Site Agreement ("Agreement") for use of this Site & Service. By accessing this Site & Service, you agree to the Terms and Conditions below including the Agreement. If you do not agree to the Terms and Conditions and Agreement below, do not access this Site & Service. Yamaha Motor Finance Corporation, U.S.A. (including any third-party servicer acting on our behalf) and WebBank, ("we", "us" or "our") reserve the right to modify or terminate the Site & Service or terminate your access to the Site & Service at any time. It is your responsibility to check these Terms and Conditions periodically for changes. The most current version of the Agreement and these Terms and Conditions for use will always be available to you on this Site & Service. If you find the Agreement and the Terms of Conditions unacceptable at any time, you may discontinue your use of the Site & Service. By continuing to use the Site & Service after the date of any change to the Agreement and these Terms and Conditions, including accessing the Site, you agree to be bound by the rules contained in the most recent version of these Terms and Conditions and the Agreement.

NOTICE & CONSENT REGARDING THE TERMS AND CONDITIONS

Please thoroughly review the following information regarding the Agreement and Terms and Conditions for use of this Site & Service. By consenting to the Agreement and Terms and Conditions, you agree to the following: You agree that we may make available, in an electronic format the Agreement, Terms and Conditions and amendments thereof related to this Site & Service any such notice will be posted on this Site & Service.

HOW TO OBTAIN ELECTRONIC DELIVERY OF TERMS AND CONDITIONS

- A. We post the most current Agreement on the Site.
- B. You may download or print the Agreement and these Terms and Conditions from your computer if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time.

PAPER COPY OF TERMS AND CONDITIONS

You may also request a paper copy of the Agreement and these Terms and Conditions by writing us at PO Box 84378, Phoenix, AZ 85071 or by calling us at 1-833-736-1588. There is no fee for providing a paper copy.

SCOPE OF CONSENT

Your consent to receive these Terms and Conditions and the Agreement for use of the Site & Service applies only to the Site & Service.

EQUIPMENT AND SOFTWARE

To access and use this Site & Service, you agree to use updated versions of browsers such as Internet Explorer, Chrome, Firefox, Safari, or other similar updated browser versions and compatible operating systems which include most versions of Windows and Mac. You will be able to access this Site & Service only if you have agreed to the Terms and Conditions and the Agreement. To ensure successful sign-in to this Site & Service, all the information you provide to us must be accurate, complete, and current. When submitting information to us, you are authorizing us to verify any of the information you provide. Verification of your identity may be achieved through the use of third-party services.

You are solely responsible for the equipment (including your personal computer and software) you use to access this Site & Service. We are not responsible for errors or delays or your inability to access these services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the services, nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon. We do not warrant, nor will we be responsible for any errors or failures from the malfunction or failure of your equipment.

WITHDRAWING CONSENT TO TERMS AND CONDITIONS

You have the right to not agree to these Terms and Conditions and the Agreement for use of this Site & Service. If you do not agree to the Terms and Conditions and the Agreement for use of the Site & Service, do not access this Site & Service.

To receive your Login Information ("User ID and Password") to access this Site & Service, you must first read the Agreement which follows and then acknowledge having read it and agree to the Terms and Conditions including the Agreement.

ACCOUNT PAYMENT SITE AGREEMENT

The Yamaha FSI Program Account and WebBank Yamaha RLOC Account Payment Site Agreement ("Agreement") governs the use of the Site & Service. By using the Site & Service, you agree to all of the following terms and conditions:

1. *Definitions.* As used in this Agreement, "account" and "accounts" mean the account(s) you provide when establishing your Yamaha FSI Program Account and/or WebBank Yamaha RLOC Account Payment Site Login Information. Login Information refers to your User ID and Password to access this Site & Service. "You", "your", and "yours" refers to the owner of the account or a person with authority with respect to the account using this Site & Service. "We", "our", "us" refers to Yamaha Motor Finance Corporation, U.S.A. and WebBank.

2. *Required Equipment & Access to the Yamaha FSI Program Account and WebBank Yamaha RLOC Account Payment Site.* In order to use this Site & Service, you agree to use a computer with updated versions of browsers such as Internet Explorer, Chrome, Firefox, Safari or other similar updated browser versions and compatible operating systems which include most versions of Windows and Mac operating systems (in this Agreement, your computer and the related equipment are referred to together as your ("Computer")) and account number and Login Information. The Login Information is used to access your account(s) through this Site & Service.

You are responsible for the installation, maintenance, and operation of your Computer. We are not responsible for any errors or failures from any malfunction of your Computer. We are not responsible for any Computer virus or related problems that may be associated with the use of this Site & Service.

3. *Services Available via the Yamaha FSI Program Account and WebBank Yamaha RLOC Account Payment Site.* This Site & Service allows you to submit payments on-line to your account(s) which you provide when establishing your Login Information, view and receive statements online and to receive and send communications related thereto.

To use this Site & Service, you must have a Yamaha FSI Program Account and/or WebBank Yamaha RLOC Account. We reserve the right to deny access to an account under certain circumstances at our sole discretion.

We determine what information you will be able to access through this Site & Service. You must refer to your full monthly periodic billing statement(s) for your account to obtain complete account detail and information, including important information about your rights and obligations. Any discrepancies or disputes regarding the accuracy of your account summary or periodic billing statement(s) detail must be addressed directly with us, per your Yamaha FSI Program Account and/or WebBank Yamaha RLOC Account Agreement. Copies of previously delivered paper monthly periodic billing statements must be requested by phone or in writing (see Correspondence Address and Telephone Number information (#16) below.)

The information available via this Site & Service is as of 12:00 AM PT; therefore, it may not accurately represent current conditions within the account accessed. You should contact us at (833) 736-1588 during business hours if you require up-to-date account information. Our business days/hours are Monday through Friday 6:00 am to 7:00 pm, and Saturday 6:00 am to 5:00 pm Pacific Time, except certain holidays on which our Servicing Departments are closed. Access to this Site & Service is available twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods.

INACTIVE STATUS: We may convert your Login Information to inactive status if you do not sign onto this Site & Service and do not have any transaction scheduled through this Site & Service during any consecutive 60-day period. If your Login Information is considered inactive, you must contact us to have this Site & Service reactivated before you will be able to schedule any transaction through this Site & Service.

4. *Payments.* You are responsible for ensuring timely payments to your account and for the method used to make your payments. We are not responsible for problems or issues related to your payments.

IMPORTANT NOTICE: On-line payments submitted through this Site & Service will be deducted electronically from your banking account via Automated Clearing House (ACH) and will be charged as an ACH debit item on the banking account designated by you pursuant to the ACH Authorization you give to us.

You are making your payment on:	Your payment will appear on your statement with a transaction date of:	Your payment will be applied to your account as of the following date:
Monday - Friday (not a holiday) before 5:00 PM (PT)	The same business day.	*Payments posted to your account will be reflected on your account after 6:00 AM (PT) the following business day.
Monday - Friday after 5:00 PM (PT) or anytime Saturday, Sunday, or a holiday	The following business day.	*Payments posted to your account will be reflected on your account after 6:00 AM (PT) the following business day.

Important Payment Posting Information:

Payments will be deducted electronically from your banking account via Automated Clearing House (ACH).
 Our financial records update each business day. Payments posted to your account will be reflected on your account after 6:00 AM (PT) the following business day.
 Business Day means any weekday (Monday through Friday) except bank holidays.
Payments may not result in immediately available credit pending verification of funds.

5. *Electronic Mail (E-mail).* Electronic confirmation may be sent to the e-mail address you provide as your e-mail address for this Site & Service. If you change your e-mail address, you are responsible for also updating your e-mail address you provided for this Site & Service.

You understand and agree that your e-mail confirmation may be delayed or prevented by a variety of factors. We neither guarantee the delivery of any confirmation e-mail. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any confirmation e-mail, for any errors; or for any actions taken or not taken by you or any third party in reliance on a confirmation e-mail.

NOTE: If you attempt to send us an e-mail message, please be aware that e-mail transmissions are not secure. We advise you not to send us or ask for sensitive information via any general or public e-mail system. If you wish to contact us see Correspondence Address, Telephone Number, and email information (#16) below.

6. *Unlawful or Unauthorized Use.* You may not use this Site & Service for any unlawful or unauthorized purpose whatsoever. You will adhere to all applicable laws and regulations, which apply to service relationships of this nature and specifically agree that you will not attempt to utilize this Site & Service to access the account of another person.

While accessing the Site & Service or otherwise using this Site & Service, you agree not to:

1. Tamper with, hack, modify or otherwise corrupt the security, content, or functionality of the Site & Service;
2. Restrict or inhibit any other user from using and enjoying the Site & Service;
3. Post or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component;
4. Engage in any illegal activity using or in connection with the Site & Service;
5. Copy, remove or alter any content, intellectual property or copyright, trademark or other proprietary notice or legend displayed on or printed pages from the Site & Service.
6. Place any personal or financial information of any other person on the Site & Service.
7. Use the Site & Service in any manner that could damage, disable, overburden, or impair the Site & Service.

We reserve the right either to refuse to post, or to remove any information or materials, in whole or in part, that do not comply with this Agreement. We also reserve the right, in our sole discretion, to prohibit from using this Site & Service any user who violates this Agreement. Such prohibition may occur without notice to the user.

7. *Security.* We do not tolerate fraud and reserve the right to take all reasonable measures to detect and prevent it. For security purposes, we may view, monitor, and record activity

on this Site & Service. Any information obtained by monitoring, viewing, or recording may be subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site & Service. We will also comply with all court orders involving requests for such information. Actual or attempted fraud or other unauthorized use of the Site & Service may result in criminal and/or civil prosecution and immediate termination of your right to use the Site & Service.

Use of your unique Login Information is required to access this Site & Service. You acknowledge that your Login Information is unique and must be kept private and confidential to protect the security of your account. You agree not to give or make available your Login Information to any unauthorized individual. If you believe your Login Information has been compromised, lost, or stolen, someone has attempted to use your Yamaha FSI Program Account and/or WebBank Yamaha RLOC Account Payment Site login, or your account has been accessed by someone other than yourself, you must notify us immediately (see Correspondence Address, Telephone Number, and email information (#16) below). If you lose or forget your Login Information contact us immediately (see Correspondence Address, Telephone Number, and email information (#16) below).

8. *Liability.* We will use best efforts to make this Site & Service available to you. However, we shall incur no liability if it is unable to provide this Site & Service to you for any reason. This section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your account via this Site & Service. Unless otherwise required by applicable law, we are only responsible for performing the services as delineated in this Agreement.

With your acceptance and use of the Site & Service, you agree that we shall not be liable to you or any third party for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your Computer or any virus or computer problems that you may encounter related to the use of the Site & Service or your Computer. In addition, we will not be liable to you in the following instances:

1. If, you do not have enough money in your designated banking account to make the payment requested.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your banking account, or if access to your banking account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrances restricting the payment request entered.
5. If you have not properly followed the instructions on how to make a payment.
6. If we have received incomplete or inaccurate information from you or a third

party involving the account, or the payment request entered.

7. If we have a reasonable basis for believing that unauthorized use of your Login Information or account has occurred or may be occurring or if you default under this Agreement, the agreement for your account or any other agreement with us, or if we or you terminate this Agreement.
8. If the account has been closed.
9. If your Computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted to enter a payment request.
10. If you had knowledge of or questions about the possible malfunction of our system when you initiated the payment request entered.
11. Other applicable laws and/or regulations exempt us from liability.
12. For the content or information practices to sites linked to or from the Site & Service.

Indemnification. You agree to indemnify, defend, and hold us, including our affiliate companies, directors, officers, employees, and agents harmless against any claim, demand, loss, damage, suit, action or other proceeding and any expenses related to your use of the Site & Service or the violation of this Agreement. You will cooperate in the defense of any claim. We reserve the right to control the defense of any claim at your expense. You will not settle any claim without our consent.

Virus Protection. We are not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your Computer using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

9. *Concurrent Agreements.* The Terms and Conditions in this Agreement are supplement(s) to and do not supersede any other agreements that you have with WebBank and/or Yamaha Motor Finance Corporation, U.S.A.

10. *Alterations and Amendments.* We reserve the right to amend this Agreement and may do so by posting an effective date at the bottom of the updated agreement on the Site & Service. Your continued use of this Site & Service constitutes your agreement to such amendments.

11. *Termination or Discontinuation.* We reserve the right to terminate or discontinue this Agreement at any time.

Neither termination nor discontinuation of use shall affect your liability or obligations under this Agreement.

12. *Error Resolution Notice.* In case of errors or questions about your account, please refer to your Yamaha FSI Program Account and/or WebBank Yamaha RLOC Account Agreement (Section 37) which requires that you write to us (see Correspondence Address and Telephone Number information (#16) below.) You can telephone us or notify us electronically but doing so will not preserve your rights.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Right to Stop Payment of Pre-Authorized Electronic Funds Transfer If you have made arrangements with us to make regular payments or withdrawals out of your checking or savings account, you can stop any of these pre-authorized payments. Call us at (833) 736-1588 or write to us on a separate sheet of paper (see Correspondence Address and Telephone Number information (#16) below), in time for us to receive your request at least three (3) business days or more before the pre-authorized payment is scheduled to be made. If you call, we will also require you to put your request in writing.

13. *Assignment.* You may not assign this Agreement to any other party. We may assign this Agreement. We may also assign or delegate its rights and responsibilities under this Agreement to independent contractors or other third parties.

14. *No Waiver.* We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by WebBank and/or Yamaha Motor Finance Corporation, U.S.A, as applicable. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

15. *Governing Law.* This Agreement shall be governed by the laws of the State of Delaware and by applicable Federal laws and regulations.

16. *Correspondence Address, Telephone Number and Email.* For assistance with this Site & Service or this Agreement, contact Support at the following number and/or email address: 1-833-736-1588, customerservicehelp@yamahafinancialservices.com.

For assistance with your Yamaha FSI Program and/or WebBank Yamaha RLOC Program account and/or account statements, contact us in writing or by phone at the following address and/or phone number:

Yamaha Full Spectrum Installment Program *and/or* WebBank Yamaha Revolving Line
of Credit Account
Attention: Account Services
P.O. Box 84378
Phoenix, AZ 85071
1-833-736-1588

17. *DISCLAIMERS*

THE SITE & SERVICE (AND ALL OTHER RELATED SERVICES) IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER

EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS, SERVICES, OR RESULTS; AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE RESERVE THE RIGHT TO CHANGE AND/OR DISCONTINUE OUR CURRENTLY PROVIDED SITE & SERVICE AT ANY TIME, FOR ANY REASON.

18. *Intellectual Property.* You agree that the Site and Service and our names and logos are our trademarks and tradenames. You may not copy, initiate, or use them without our prior written consent, all rights, title and interest in the Site & Service and its content and technology is vested in us or our licensors and you obtain no right, title, or interest therein.

19. *Miscellaneous.* Our failure to exercise or enforce any right or provision of this Agreement is not a waiver of that right or provision. If any provision of this Agreement is found to be invalid, a court should endeavor to give effect to the intention stated in the provision. This Agreement is binding on successors, legal representatives, and assigns.

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