

Service Terms for HDFS Bill Pay

This document contains the terms and conditions for using HDFS Bill Pay. "You and Your" refer to the user of the system. The words "we", "us" and "our" refer to Harley-Davidson Credit Corp. ("Harley-Davidson Credit"). Each time you authorize a recurring or one-time payment transaction using your telephone or via the web, you are agreeing to these terms and conditions. Harley-Davidson Credit is a member of the Harley-Davidson Financial Services family.

AUTHORIZATION FOR RECURRING AND ONE-TIME PAYMENTS

By providing your unique identifying information and confirming the payments:

- (1) you authorize Harley-Davidson Credit (or its designees and service providers) to withdraw the specified amount from your bank account for the specified frequency and duration and/or until the specified end date; and
- (2) you authorize your financial institution to deduct the payment and/or, as applicable, you authorize Harley-Davidson Credit or its designees and service providers to charge your credit or debit card.

You may revoke or cancel an authorized payment only by following the procedure in Section II. All payments made using a bank account are made or initiated through an Automated Clearinghouse ("ACH"), debit and card payments are made or initiated through standard debit and credit card processing networks.

I. Using HDFS Bill Pay. HDFS Bill Pay is for use with Harley-Davidson Credit accounts only. To make a one-time payment or to set up a recurring payment you will need to call 1-800-700-2312 or access our website (www.eaglemark.com) and then follow the HDFS Bill Pay link and supply your unique identifying information which includes:

- (1) your Harley-Davidson Credit account number; and
- (2) your Authorization Number, which is the last 4 digits of the primary account holder's Social Security number; and
- (3) any other information specific to you and/or your account which may be requested, to ensure you are authorized to conduct the transaction.

You will need to supply a valid bank routing number (RTN) along with the associated valid bank account number for Electronic Check ("eCheck") or a valid credit/debit card number and expiration date for credit/debit card payments. If applicable, you will need to supply a valid credit or debit card number, card expiration date, billing address and CVV/CVD codes for card payments.

- **Minimum Loan Payment**

Any payment for aircraft accounts can be made only via eCheck, with a minimum payment of \$10.00 and a maximum payment of \$25,000.00. Minimum payment for all other loans is \$10.00 and maximum payment is \$2,500.00.

Recurring payments may only use eCheck, but single payments on non-aircraft accounts may be made via eCheck, credit, or debit card. You may designate:

(A) the start date to begin recurring payments. This date can be no sooner than the next business day. Enrollments received after 8:00 PM Eastern Time or on a day other than a banking business day are considered received the next business day. Generally business days are Monday through Friday. Weekends and Federal Reserve holidays are not business days. Please note that if the payment date falls on a weekend or a holiday, your payment will be processed on the next business day.

(B) Frequency of the recurring payments : every week, every 2 weeks, twice a month, every month, and every quarter.

(C) Duration of the recurring payments:

(i) by number of payments;

(ii) by specific payment end date; or

(iii) until the recurring payment is revoked or cancelled.

II. Revocation/Cancellation of Payments. Cancellation of your recurring payment is not automatic upon payoff of your loan. To revoke or cancel a payment call **1-800-700-2312 on a business day** or visit our website. You can cancel a payment at any time at least 24 hours before your next Payment Date. In the event that your scheduled payment to Harley-Davidson Credit, or any payment to a payment system operated by our Service Providers (even if unrelated to your Harley-Davidson Credit account), is returned for nonsufficient funds, you may be required to update your payment information or take other action before additional recurring payments to Harley-Davidson Credit can be processed.

III. Documentation. You will not receive separate HDFS Bill Pay receipts; however, you will continue to receive monthly statements in the mail from us. You will receive email confirmations of certain system activity, including processed payments, if you provided a valid email address.

IV. ALL QUESTIONS ABOUT HDFS BILL PAY OR THE HDFS BILL PAY SYSTEM OR WEBSITE SHOULD BE DIRECTED TO HARLEY-DAVIDSON CREDIT, AND NOT TO THE FINANCIAL INSTITUTION WHERE YOUR ACCOUNT IS HOUSED. We are responsible for the HDFS Bill Pay service and for resolving any errors in payments made via HDFS Bill Pay. In case of errors or questions about your HDFS Bill Pay payment, call or write us at the phone number or address provided below (*as a precaution, do not include bank account information or credit/debit card information on any correspondence*). Contact us as soon as you can if you think a HDFS Bill Pay payment is incorrect, or if you need more information about a HDFS Bill Pay payment reflected on your statement. We must hear from you no later than 90 days after you receive the FIRST statement on which the problem or error appeared.

ABOUT CONTACTING HARLEY-DAVIDSON CREDIT REGARDING A HDFS BILL PAY ERROR OR QUESTION; You may contact Harley-Davidson Credit by telephone or in writing at the following address:

**Eaglemark Aircraft Finance
1801 Alma Drive, Suite 200
Plano, TX 75075
1-800-700-2312**

Please provide the following information:

- A.) Your name and your Harley-Davidson Credit account number.
- B.) Describe the error or the payment you have questions about and explain as clearly as you can why you believe it is an error or why you need more information.
- C.) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will provide you with the results of our investigation within 10 business days after we hear from you and will correct errors promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we may transmit a provisional credit to your bank/card account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation (*and we will tell you when we do this. This may be accompanied by a provisional corresponding adjustment to your Harley-Davidson Credit account*). **If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not send the provisional credit.** If we decide that there was no error, we will send you a written explanation within three business days after completing our investigation. You may ask for copies of the documentation we used to conduct our investigation. Errors in your bank account that are unrelated to HDFS Bill Pay or the HDFS Bill Pay System or Website should be directed to your financial institution.

V. Confidentiality. We may share information we collect about you, except credit bureau information, with outside companies that are assisting us with servicing your account (“Service Providers”). Our agreements with these Service Providers require that they protect this information; they are only to use it to carry out the services they are performing for us. This is explained in the Harley-Davidson Financial Services' Privacy Notice, which is mailed to you annually. If you would like a copy, please contact us at the address or telephone number provided in Section IV.

VI. Liability for Unauthorized Use. If you think your account has been accessed without your permission for a HDFS Bill Pay payment, contact us immediately by calling or writing us at the telephone number or address provided in Section IV. You should also contact your financial institution. Calling us immediately is the best way to keep your

losses to a minimum. If you contact us within 4 business days, your losses will be limited to \$50 for unauthorized use. You could lose up to \$500 if you do not notify us within 4 business days and we determine that the loss could have been prevented. Call us immediately if any unauthorized payments appear on your bank account statement, or credit/debit card statement. If you do not contact us within 90 days after the statement was mailed and we could have prevented the loss, you may not recover any funds you lost after the 90 day period.

VII. Termination. Participation is optional. We reserve the right to discontinue accepting HDFFS Bill Pay payments at any time, for any reason without prior written notice. We may send notification of termination of HDFFS Bill Pay anytime after the termination is effective. If we terminate, we will not accept payment and debit requests. We may also temporarily discontinue accepting HDFFS Bill Pay payments, at our sole discretion. Termination does not affect your rights and obligations for HDFFS Bill Pay payments prior to termination. Termination of HDFFS Bill Pay does not affect your payment obligations under the Promissory Note and Security Agreement.

VIII. Change in Terms. We may change the terms of this agreement at any time. As required by law, we will inform you of any changes. Unless otherwise stated, changes will be effective immediately. Continuing to use HDFFS Bill Pay to make your Harley-Davidson Credit payment will mean you agree to the new terms.

IX. Liability. You agree that any and all losses shall be limited to actual damages and we shall not be responsible for losses resulting from the following:

- (1) if through no fault of ours, you do not have enough money or sufficient credit available in or on your account to make your payment;
- (2) transfer of money from your bank/card account is restricted;
- (3) the HDFFS Bill Pay system was not working;
- (4) circumstances beyond our control (such as flood or fire) prevent payment despite reasonable precautions. Our liability is limited by law and limited to those damages proximately caused.
- (5) you fail to use the HDFFS Bill Pay system properly;
- (6) you do not request or otherwise initiate a recurring or one-time payment sufficiently in advance of your payment due date;
- (7) your financial institution refuses to honor the debt;
- (8) your instructions are lost or delayed in transmission to us;
- (9) a reasonable security concern, such as an unauthorized use, causes us not to make the payment;
- (10) your account is closed;
- (11) the HDFFS Bill Pay system has been terminated or suspended;
- (12) the HDFFS Bill Pay system indicates your request will not be processed. The HDFFS Bill Pay system may not be available at all times.

SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED THEREIN OR REQUIRED BY LAW;

- (1) YOU AGREE THAT OUR AND OUR SERVICE PROVIDERS AND SUBCONTRACTORS MAXIMUM LIABILITY TO YOU WILL BE FIVE HUNDRED DOLLARS (\$500); AND
- (2) NEITHER WE NOR ANY SERVICE PROVIDER OR SUBCONTRACTOR OF OURS SHALL HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

WE DO NOT GUARANTEE THE SECURITY, PRIVACY OR INTEGRITY OF INFORMATION IN TRANSIT OVER TELEPHONE LINES. THE PRECEDING SHALL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON US OR OUR SERVICE PROVIDERS BY STATUTE OR REGULATIONS, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED.

X. Miscellaneous. No waiver of any terms will be effective unless in writing. You may not transfer your rights or obligations under this Agreement. This Agreement is governed by the laws of the state of Nevada, without regard to that state's conflict of laws provisions, and by applicable federal laws and regulations. If any term is invalid, the remaining terms shall be valid. These terms are in addition to any other agreement you have with us. We may subcontract any of the duties.

XI. Service Fees. We (or our designee/service provider) may charge fees for certain services and those fees are subject to change at anytime as allowed by law. These fees may be in addition to fees, charges or costs outlined in your Promissory Note and Security Agreement or other contract documentation.