

Security State Bank of Hibbing Online Banking Service Agreement and Disclosure Statement

By signing an application and enrollment form (the "Application") to subscribe to certain personal computer banking and related services offered by Security State Bank, as described in this Service Agreement and Disclosure Statement (this "Agreement") and as otherwise made available by the Bank from time to time (collectively, "Security State Bank's online banking service"), or by your initial access to Security State Bank's online banking service, and in consideration of our allowing you access to Security State Bank's online banking service, you agree to the terms and conditions of this Agreement. Each reference in this Agreement to the "Bank", "Security State Bank", "we", "us", or "our" refers to Security State Bank, and each reference to "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account (as defined below) who is now or hereafter enrolled in any one or more of the Security State Bank's online banking services with respect to the account. Each time you use Security State Bank's online banking service constitutes confirmation by you of your agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you sign on to Security State Bank's Web Site. This agreement will be effective as of the date of our acceptance of this Agreement as evidenced by our issuance of a Username and Password to you as provided in Section 3. Please read this Agreement carefully and keep it for future reference.

System Requirements

To access online banking, you must have a browser that supports 256-bit encryption and the TLS security protocol. Browsers supported for use with our online banking application include the latest versions of: **Microsoft Edge, Firefox, Safari, and Google Chrome**. If you wish to use a different browser, you will need to verify it is capable of supporting the above criteria.

Username

For your protection, your Username should not contain any part of your name, account number, or any other personal information. Usernames are case sensitive and should consist of a combination of upper and lower case letters and/or numbers.

Password Requirements

For your protection, your password must be 12 - 17 alphanumeric characters and must contain at least 1 each of a number, special character, lower-case letter, and upper-case letter. We recommend you change your password frequently and immediately if you suspect your password has been compromised.

Browser Security

Security State Bank's Internet Banking exchanges data using TLS security protocol. It is important to verify that a secure connection between your browser and the Internet Banking server has been established before transmitting any confidential account information over the Internet. An indicator on your web browser can verify this. Ex: Microsoft Edge has a lock symbol that appears in the address bar when the connection is secure. When this symbol does not appear, do not enter personal information. Other browsers have similar indicators.

3rd Party Links

Links to non-Security State Bank web sites contained in this site are offered only as pointers to sources of information on subjects that may be of interest to users of the Security State Bank web site. Security State Bank is not responsible for the content of such sites, as we have no control over what is displayed

there. Security State Bank does not guarantee the authenticity of documents at such sites. Links to non-Security State Bank sites do not imply any endorsement of or responsibility for the ideas, information, products, or services offered at such sites. Use of links to any non-Security State Bank site is solely at the user's own risk.

1. **Hardware and Software Requirements.** To be able to use Security State Bank's online banking, you must provide your own internet connected device(s) (the "Hardware"). You are and will remain solely responsible for the purchase, installation, operation and maintenance of the Hardware, Software, and Internet access service, and for all related costs. You are solely responsible for scanning the Hardware and the Software for computer viruses and other related problems before you use them.
2. **The Accounts.** You agree to use Security State Bank's online banking solely for the services described in this Agreement and designated by you in the Application or subsequently designated by you as provided in Section 5, and solely in connection with each deposit account (collectively, the "Deposit Accounts") and each loan account (collectively, the "Credit Account") held by the Bank and designated by you in the Application or subsequently designated by you as described below (collectively, the "Accounts"), except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, there may be multiple accounts. You may add any account for which you or all of you, if more than one, are depositor, borrower, authorized signer, or authorized user by notifying the Bank.
3. **Password. Confidentiality of Password.** All Security State Bank online banking transactions or inquiries must be initiated by using your Security State Bank online banking Username and password. We may assign you a Username and password and/or the first time you sign on Security State Bank's online banking you will be required to select a Username and password. You may, and it is recommended to, change your password from time to time, as provided in the Software. It is recommended that you do not use your social security number, birthdays, names, or other codes that may be easy for others to determine as your password. No Bank employee will ever ask for your password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. **YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH SECURITY STATE BANK'S ONLINE BANKING.** You agree that any Security State Bank online transaction or request initiated by use of the password will be subject to and governed by this Agreement.

If you authorize another person to use your Username and password, that person can use Security State Bank's online banking to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, your sharing of your Username and password is strongly discouraged by the Bank and done at your sole risk.

If a third party should gain access to your password, you alone are responsible for changing the password so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your password through no fault of the Bank.

You should always Log Out of Security State Bank online and close your browser after you finish viewing your accounts. Never leave your computer unattended while accessing Security State Bank online. If you should, a third party may be able to access your accounts from your terminal, without needing to use your password.

4. **Business Days.** Business days for the Bank and for Security State Bank online are Monday through Friday, excluding holidays. You may access the accounts through Security State Bank online 24 hours a day, seven days a week, except that Security State Bank may perform maintenance on our systems or equipment, which may result in errors or interrupted service. We may also find it necessary to occasionally change the scope of our services. Security State Bank

cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice.

5. Online Services. You may use Security State Bank online banking to perform any of the following services designated by you in the Application or subsequently added by you as provided below:

- A.** To transfer funds between any Deposit Accounts, such as checking, savings or money market deposit accounts;
- B.** To transfer funds from any Deposit Account to pay a Loan Account
- C.** To receive and download balance and transaction information for Security State Bank accounts; and
- D.** To receive e-mail from and transmit e-mail to the Bank, all as described in this Agreement. You may sign up for or cancel any service by contacting Security State Bank. As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer, as these terms defined below.

6. Transfers to and from Accounts.

- A. Deposit Accounts.** You may use Security State Bank online to initiate electronic fund transfers from one Deposit Account that is a checking, savings or money market deposit account to any other Deposit Account that is a checking, savings or money market deposit account, and to transfer funds from any Deposit Account to pay a Loan Account as provided in this Agreement. These types of transactions are referred to in this Agreement as "bank transfers".
- B. Authorization.** You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through Security State Bank's online banking by you or by any other person who is authorized to use your username and password. You agree that we may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit, all in accordance with the terms of this Agreement and your deposit agreement(s) with us.
- C. Limitations.** Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us.
- D. Time of bank transfers; posting; funds availability.** If you initiate a bank transfer of available funds on a business day, the bank transfer will be posted to the Deposit Account on the same business day. Transferred funds will be available for withdrawal on any business day including the business day the bank transfer is posted to the Deposit Account. Business days are defined as Monday through Friday. Transfers made after five (5) p.m. Central Time will be posted on the next Business Day.

Except as expressly otherwise provided in this Section, transferred funds will be available for transfer and withdrawal as provided in our Schedule of Funds Availability (the "Schedule of Funds Availability"). The schedules provided in this Section are subject to the provisions of Section 14 and 16.

7. **Account Information.** You may use Security State Bank's online banking to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account. All account information provided via Security State Bank's online banking will be current as of the end of the preceding business day, may not reflect bank transfers made since the end of the preceding business day, and is subject to further adjustment and correction. Because the information made available to you is "raw data" furnished through our vendor's online banking software and is subject to change, we cannot assure you of the accuracy or completeness of the information and expressly disclaim the same. You will still receive your usual periodic statement of account, and adjustments may have been made to your account in connection with the preparation of your statement.
8. **Electronic Mail Service.** You may use Security State Bank's online banking and/or website to send electronic mail ("e-mail") to us and to receive e-mail from us. The e-mail service may not be used to make bank transfers between accounts. E-mail transmitted by you to us via Security State Bank's online banking and/or website may not be delivered to us immediately. **If you need to contact us immediately to stop payment, to report unauthorized use of your Password, to report unauthorized access to an account, or for any other reason, you should call us at (218) 263-8855.** We will not be responsible for acting on or responding to any e-mail request made through Security State Bank's online banking and/or website until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may affect your use of Security State Bank's online banking.
9. **Additional Service.** We may, from time to time, make additional services available through Security State Bank's online banking. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.
10. **Fees and Charges.** In consideration of our making the Security State Bank online services available to you, at this time, there are no fees for accessing the Online Banking Service. This does not include regular fees associated with your bank accounts (if applicable) as stated in your deposit agreements with us.

Access to the Security State Bank web site is furnished at no charge to the customer. There is no setup fee. Security State Bank has not instituted a charge for viewing your accounts or completing transfers to and from your individual accounts unless otherwise stated in your account agreements.

You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools tariffs, and other costs for online sessions initiated by you. There may be other costs and charges associated with your accounts. Please refer to your account disclosure for details.

11. **Errors and Adjustments.** We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.
12. **Account Reconciliation.** The Deposit Account statements or other notices provided to you by us will notify you of the execution of bank transfers and the debits to the Deposit Account made with respect to such bank transfers. You agree that we will not be required to provide any other notice to you of the execution of bank transfers or debits. You agree to promptly examine each statement for a Deposit Account and to promptly report any discrepancies between your records

and the Deposit Account statements or any other notices mailed by the Bank to you, as provided in Section 16.

- 13. Settlement of Obligations.** To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of the accounts or (b) deducting the payment from the amount of any bank transfer. Such obligations include, without limitation; fees owed to us and settlement for bank transfers initiated through Security State Bank's online banking. At the time any account is closed (whether by you, by us, or otherwise) or any Security State Bank online service is terminated (whether by you, by us, or otherwise), you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any account. Debiting an account or deducting payment from the amount of any bank transfer is not the Bank's exclusive remedy under this or any other section of this Agreement, and the Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.
- 14. Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers.** If we do not complete an electronic fund transfer to or from a Deposit Account in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages, except in the following instances:
- If, through no fault of ours, you do not have enough money in the Deposit Account (or any linked account) to make the electronic fund transfer.
 - If the electronic fund transfer would go over the credit limit on any check overdraft protection line of credit account linked to the Deposit Account.
 - If you have not completely and properly followed the terms of this Agreement or instructions provided by the Software regarding how to make an electronic fund transfer.
 - If any data or instruction transmitted via Security State Bank's online banking are inaccurate or incomplete.
 - If you do not initiate an electronic fund transfer according to the time limits set forth in this Agreement.
 - If the electronic fund transfer has been transferred from the Deposit Account to a third party, including, without limitation, any third party through which payment is made and any payee or its financial institution.
 - If the Hardware, the Software, any Service Providers, or any part of the Security State Bank's online system was not working properly, and you knew about the breakdown when you started your electronic fund transfer.
 - If circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party service provider (including, without limitation, any Service Providers, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any Hardware, the Software, or any Service Providers, computer virus or related problem, or cessation of the operation of any Service Providers or the arrangement between the Bank and any Service Providers, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.
 - If your funds are being held or frozen or are subject to legal proceedings.
 - If the funds in the Deposit Account are unavailable, (funds are only conditionally credited until they become available for withdrawal).
 - If your password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized.
 - If you, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic fund transfer.
 - If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).
 - If the Deposit Account has been closed.
 - If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.

- There may be other exceptions stated in this or any other applicable agreement that we may have with you.

- 15. Limits on Bank's Liability.** Sections 14 and 16 also govern our liability for electronic fund transfers made to or from Deposit Accounts. If any provision herein is inconsistent with any provision of Section 14 or Section 16 or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Security State Bank online service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorney fees. All Service Providers are independent contractors and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of any Service Providers. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY SECURITY STATE BANK ONLINE SERVICE OR THE SOFTWARE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. The only warranties are those provided by the licensor of the Software and set forth on the Software package. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by any Service Providers or another bank or financial institution to execute any bank transfer. In addition, the Bank shall be excused from any failure or delay in executing a bank transfer, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, any Service Providers, any Internet access service provider, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Bank's agent.
- 16. Your Liability for Unauthorized or Erroneous Transfers.** To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through Security State Bank's online banking. You have the obligation to immediately notify the Bank if your PASSWORD has been lost or stolen, or if someone has transferred funds from your account through Security State Bank online without your permission (or is contemplating to do so). The following provisions of this Section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from a Deposit Account that is initiated by another person without your authority to initiate the electronic fund transfer(s) and from which you receive no benefit. The term does not include any Security State Bank online electronic fund transfer that is initiated by a person to whom you furnished your PASSWORD, unless you have notified us that electronic fund transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. We may require that the notice be in writing. You could lose all the money in your Deposit Account, some or all of the money in any linked account, or up to your maximum overdraft line of credit if you have a check overdraft protection line of credit, if you fail or refuse to immediately advise the Bank of the unauthorized use of your PASSWORD. If your statement shows electronic fund transfers that you did not make, tell us at once. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you shall not be entitled to assert a claim against the Bank, nor be entitled to any damages from the Bank, as to said unauthorized

transfers. This sixty (60) day limitation is without regard as to the standard of care exercised by the Bank.

If you believe your PASSWORD has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission, call: (218) 263-8855

Or write:

**Security State Bank
P.O. Box 279
Hibbing MN 55746-0279**

- 17. Rejection of Payment Orders; Overdrafts.** You acknowledge that the Bank or any Service Providers may from time to time, in its sole discretion, reject any bank transfer request (any "payment order") or return any bank transfer (a) if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen, (b) if the payment order does not conform to the terms of this Agreement or the Software, or (c) if the payment order appears to be a duplicate, but neither the Bank nor any Service Providers are under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or any Service Providers to do so. If a payment order is rejected or a bank transfer is returned, either the Bank or the Service Provider will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement and the Software. The Bank or the Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer even though an overdraft to the account results. To the extent permitted by applicable law, you agree that neither the Bank nor any Service Providers will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.
- 18. Disclosure of Deposit Account Information to Third Parties.** You agree that we may disclose information to third parties about you, your accounts, the transactions you make through your accounts, or the transfers you make under the following conditions:
- A.** Where it is necessary for completing bank transfers or providing any other service in connection with Security State Bank's online banking; or
 - B.** In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; or
 - C.** In order to comply with government agency or court orders; or
 - D.** If you give us your written permission.
- 19. Other Agreements; Severability; Governing Law.** The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Deposit Account(s), the applicable account disclosures, the Service Schedule, the Schedule of Funds Availability, the Bank's Electronic Fund Transfer Agreement and Disclosure Statement, the agreements governing the Credit Accounts, and the Application, all as may be amended from time to time. In the event of any conflict between this Agreement and the content of the Software or any related materials regarding the Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearinghouse association as in effect from time to time with respect to all automated clearinghouse transfers made hereunder. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent

therewith, the laws of the state where our offices holding the account(s) is located, without regard to such state's rules regarding conflict of laws.

20. **Amendments.** We may amend this Agreement from time to time. Each amendment will be affected by our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be affected by mailing or otherwise delivering it to you or positing it in our Bank at least 10 calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Software or any Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.
21. **Termination.** You agree that we may cancel or restrict your use of Security State Bank's online banking or any Security State Bank's online service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel Security State Bank online by written request to the Bank at any time. Your access to our online banking service will automatically be **deleted if you do not log on to the online service during any 180 day period.**
22. **Assignment.** You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.
23. **No Third-Party Beneficiaries.** This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.
24. **CHOICE OF FORUM AND JURY TRIAL WAIVER.** In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be the Court of St Louis County, Minnesota. In the event that the Bank is the prevailing party, the Bank shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred including, but not limited to, those incurred incident to any appeal. YOU AND THE BANK HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE BANK WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.