



**Online Shareholder Account Portal**  
***Terms and Conditions***

1. Definitions:

- “Account” shall mean your State Bankshares, Inc. shareholder account.
- “Account Owner” shall mean a natural person who maintains an equal or greater equity interest in the Account as it relates to the Service Offered by us and maintains access to the Account and the funds in the Account.
- “Documents” shall mean Account disclosures, notices, statements, records, documents, meeting materials, and other communications regarding your Account.
- “Agreement” Shall mean this Online Shareholder Account Portal Terms and Conditions Agreement.
- “Login Credentials” shall mean any combination of information used to gain access to the Service. This includes usernames, Access IDs, passwords, and token personal identification number generators provided by us or established by you through the Service.
- “Service” shall mean the Online Shareholder Account Portal which may enable the Account Owner to view shareholder account information, engage in proxy voting, and other services via a Third-Party Site.
- “Service Provider” shall mean the company that we have engaged to render the Service to you on our behalf.
- “Third-Party Site” shall mean any site we own and control, or site where we have an agreement with a Service Provider in order to offer the Service.
- “You,” “your” and “yours” shall mean the person(s) enrolled in, and authorized to, use of the Service as set forth under the Agreement.
- “We”, “our”, “ours”, and “us” shall mean State Bankshares, Inc.

2. The Service enables you to view your Account information and engage in proxy voting via a Third-Party Site.
3. The Service is offered by State Bankshares, Inc. via its Service Provider and is accessed through a Third-Party Site.
4. You must be the Account Owner to utilize the Service.
5. By utilizing this Service, you acknowledge that the internet is a public, unsecured, occasionally unreliable, unregulated network and the ability of State Bankshares, Inc. to provide or perform services or duties related to the Service is dependent upon the internet consisting of equipment, software, systems, data and services provided by various telecommunications carriers, equipment manufacturer, firewall providers, encryption system developers, other vendors and third parties.

6. You agree that State Bankshares, Inc. shall not be liable in any respect for the functions or any malfunctions of the internet itself. Nor shall State Bankshares, Inc. be liable in any respect for the actions or omissions of any third-party wrongdoers (i.e., hackers not employed by State Bankshares, Inc.) or any third parties involved in internet services.
7. You should read this Agreement carefully and keep an electronic copy or print a hard copy of it for your records. By using the Service in order to establish your acceptance of this Agreement, you acknowledge and agree that you are using an electronic signature to signify your intent to be bound, and you agree to do business with us and exchange information electronically, as provided in this Agreement. Each time you use any Service described in this Agreement, or allow any other person to use a Service in relation to any of your Accounts, you are confirming your acceptance of the terms of this Agreement.
8. We may amend the Agreement at any time by posting a revised version on our Third-Party Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Third-Party Site will constitute your agreement to such changes and revised versions.
9. You agree that we may provide notice to you by posting it on the Third-Party Site, sending you an message within the Service, emailing it to an email address that you have provided us, or mailing it to any postal address that you have provided us. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us at any of the following: Bell Bank: ATTN Blake Nelson, 520 Main Ave, Fargo, ND 58103; via telephone at 701.298.1524; or via email at bnelson@bell.bank. We reserve the right to charge you a reasonable fee to respond to each such request.
10. Copies of your Documents are available through the Service. You may choose to discontinue receiving paper Documents through U.S. Mail upon request at any time by updating your setting through the Service. If you have chosen to discontinue receiving paper Documents, you can revoke your previous request at any time, by updating your setting through the Service or by calling us at 701.298.1524 or writing to us at: Bell Bank, ATTN Blake Nelson, 520 Main Ave Fargo, ND, 58103. You may also contact us by these means to request paper copies of your Documents. Any withdrawal of your consent to receive Documents electronically will not be effective until we receive it and have had a reasonable opportunity to act upon it. Your withdrawal does not apply to any electronic record that was provided or executed electronically before the date on which your withdrawal of consent takes effect. In order to access, view and retain electronic records, you must have access to the Service: and the following:
  - a Current Version of Microsoft Edge, Google Chrome, Mozilla Firefox or Apple Safari;
  - a connection to the Internet;

- a Current Version of a program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader); and
  - a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.
11. The terms of your underlying shareholder agreements and disclosures continue to apply, notwithstanding anything to the contrary in this Agreement. This Agreement supplements any other agreements in place related to your shareholder relationship with State Bankshares, Inc.
  12. You agree not to disclose or make available your Login Credentials to anyone. You acknowledge that your Login Credentials are authentication tools or methods used by us to verify your identity. You further agree that if you do not use any additional and recommended authentication tools, if and when they become available, your access and use of the Service may be limited or terminated. If you have given someone else your login credentials or other means of access and want to terminate that authority, you must change your Login Credentials and take additional steps necessary to prevent further access.
  13. In no event shall State Bankshares, Inc. be liable for any claims or loss associated with your Login Credentials being disclosed or obtained by any third party whether such disclosure or obtaining of such information was intentional, inadvertent or fraudulent.
  14. Without limiting the foregoing, State Bankshares, Inc. shall not be liable for and shall be excused from failing to act or delay in acting of the Service if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, worldwide health crisis, emergency conditions or other conditions beyond our control.
  15. In the performance of the Service, we shall be entitled to rely solely on the information; representations and warranties provided by you pursuant to the Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, we shall be responsible only for performing the Service expressly provided for in the Agreement and shall be liable only in the event of loss due to our gross negligence or willful misconduct. In no event shall we have any liability for any consequential, special, incidental, punitive or indirect damages you may incur or suffer in connection with the Agreement whether or not the likelihood of such damages was known or contemplated by us and regardless of the legal or equitable theory of liability you may assert.
  16. You understand and acknowledge that our Service Provider may retain authority to remote-in to the Service to ensure proper compliance with any obligations State Bankshares, Inc. may owe to such Service Provider.
  17. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. 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 singular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
  18. Wherever possible, each provision of the Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of the Agreement, that particular part or 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 the Agreement.

19. This Agreement shall be governed by and construed in accordance with the applicable federal law and the laws of the state of North Dakota. Any dispute concerning us and you, arising out of, connected with, related to, or incidental to the relationship established in connection with the Agreement, and whether arising in contract, tort, equity or otherwise, shall be resolved in accordance with the applicable federal law and the laws of the state of North Dakota. You waive the right to any jury trial in any action, proceeding, claim or counterclaim brought in conjunction with this Agreement.
20. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Third-Party Site or the Service. To the extent applicable, we may also notify law enforcement, regulatory authorities, impacted third parties and others as we deem appropriate. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Third-Party Site and use of the Service for any reason or no reason and at any time.
21. You agree to defend, indemnify and hold harmless us, our affiliates and our Service Providers and the affiliates, employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement, your use of the Third-Party Site or your use of the Service.
22. You release us and our affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
23. THE THIRD-PARTY SITE AND SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR THIRD-PARTY SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.
24. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE THIRD-PARTY SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE

PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE THIRD-PARTY SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

25. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the Third-Party Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us related to the subject matter herein.
26. You agree that this Agreement may be electronically signed by clicking the “Accept” button clearly labeled in conjunction with this Agreement.