

## QUOIN FINANCIAL BANK INTERNET BANKING AGREEMENT

This Internet Banking Agreement (this "Agreement") contains the terms that govern your use of Quoin Financial Bank's online banking services to access your accounts through the Internet. By using an online service offered by Quoin Financial Bank (hereafter the "Bank"), you are agreeing to the terms of this Agreement.

1. **Internet Banking Services.** This Agreement governs your use of the Bank's online banking services (the "Services") which allow you to pay bills, transfer funds between accounts, make loan payments, and obtain account information and/or statement update for checking accounts, savings accounts and certificates of deposit using a personal computer and access provided through the Internet.
2. **Accounts.** As a condition of using the Services, you agree that you will properly maintain any accounts you have with the Bank to comply with all rules and agreements governing the accounts, and pay any fees associated with the use or maintenance of the accounts. Your accounts will continue to be subject to the agreements otherwise governing them.
3. **Access the Services.** The Bank will control access to the Services through the use of a User ID number and password provided to you. Anyone with knowledge of your User ID number and password will be able to access your accounts through the Services. You assume full responsibility for controlling the distribution of your User ID number and password and maintaining their security.

The Bank is authorized to follow any instructions entered through the Services using your User ID number and password and you agree to be financially responsible for the transactions resulting from such instructions. Except as required by law, the Bank shall have no liability for resulting damages when unauthorized persons access the services. If you become aware of the unauthorized use of the Services, or suspect that an unauthorized use of the Services may occur, you shall immediately notify the Bank. Your access to the Services may be blocked for 24 hours or more in the event that your User ID number or password is entered incorrectly on three consecutive access attempts.

4. **Customer's Errors in Use of Services.** You acknowledge that if you utilize incomplete information, incorrectly enter information, or misuse the Services, these mistakes may result in your inability to complete the intended transaction, transfer of funds or stop payment. You agree that the Bank shall not be responsible for any losses or damages incurred by you due to your errors, misuse of, or provision of incomplete information in utilizing the Services.
5. **Timeliness of Information.** The Bank may, without notice, refuse to honor any payment, transfer or withdrawal which would result in an overdraft, even if it has previously allowed overdrafts. The Bank may establish cut-off time for the posting of transactions and making available funds, and may change those cut-off times upon prior notice to you. You acknowledge that some information provided as part of the Services may not be an up-to-date reflection of account activity and status, because transactions may not have been finally posted to the Bank's records and other information may be based solely on your previous banking day's activities.

You agree that the Bank will not be responsible for any losses or damages incurred by you due to your reliance upon information which may not be current, so long as the Bank is in compliance with applicable laws, rules and regulations governing the crediting of banking activities to your accounts.

6. Transfers. When you instruct the Bank to transfer funds between your accounts, you authorize the Bank to withdraw the necessary funds from the account you designate. You agree that you will instruct the Bank to make a withdrawal only when a sufficient balance is and will be available in such designated account at the time of withdrawal. The Bank will not be obligated to act on any transfer instruction if sufficient funds are not available in the account designated.
  - a. Scheduling Transfers. To schedule a transfer of funds between accounts, you must provide the accounts from and to which the transfer is to be made, the amount to be transferred, and the date(s) the transfer is to be made. Any attempted transfer which exceeds the available balance in the account from which the funds are to be transferred will not be made. You may not schedule duplicate transfers. A duplicate transfer is one that is scheduled to be made to the same account on the same business day for the same amount. As used throughout this Agreement, business days means Monday through Friday and does not include holidays.
  - b. Timing of Transfers
    - i. Immediate Transfers. Transfers of available funds made before 4:00 p.m. Central Standard Time will be posted the same day. Transfers made after 4:00 p.m. Central Standard Time and transfers made on a Saturday, Sunday or banking holiday will be posted on the next business day. Immediate transfers cannot be canceled after the instruction is sent to the Bank as they are processed immediately.
    - ii. Future One-Time Transfers. For transfers that vary in amount, you may schedule transfers to be initiated on future business days. If you transfer for a non-business day, such transaction will not be initiated until the next business day. You may cancel or change future transfer at any time up to 4:00 p.m. Central Standard Time one day prior to the scheduled date of initiation.
    - iii. Recurring Transfers. You may schedule transfers to be initiated for the same amount on a regular frequency. If the scheduled recurring falls on a day that is not a business day in a particular month, the transaction will be initiated on the next business day.
7. Service Fees/Taxes. The Bank may modify the Bill Payment Fee Schedule at any time upon prior notice to you.
8. Related Fees and Expenses. You are solely responsible for all telephone, internet or other charges incurred in connecting to the Services.

9. **Electronic Fund Transfers for Consumers.** Electronic fund transfers that debit or credit a consumer's checking savings or other asset account are subject to the Federal Reserve Board's Regulation E. The disclosures required by Regulation E will be forwarded by the Bank to its consumer customers by U.S mail at the time a consumer contracts for an electronic fund transfer service or before the first electronic fund transfer is made involving the consumer's account.
10. **Changes in Terms/Fees.** The Bank reserves the right to change the Services and the terms, including the fees, set forth in this Agreement at any time. You will be notified of any such change as change is required by applicable law. You acknowledge that by using the Services after a change becomes effective, you have agreed to such change.
11. **Termination.** Unless otherwise required by applicable law, the Bank may terminate this Agreement and/or your access to the Services, in whole or in part, at any time. Access to the Services will terminate automatically if your account is closed or access to your account is restricted for any reason. Termination will not affect your liability of obligations under this Agreement for transactions that the Bank has processed on your behalf.
12. **Limitation of Liability.** The Bank shall be responsible only for performing the Services as expressly provided for in this Agreement. Unless otherwise provided by law, your sole remedy, financial or otherwise, for any damage or claim arising out of the use of the Services shall be limited to the Bank reprocessing the affected data or transaction at no cost to you.

The Bank will not be liable for failure to complete a transaction, or for late charges or penalties, if the Bank is unable to complete any payment that you initiate through the Services due to any one or more of the following circumstances:

Your designated account is closed or through no fault of the Bank's, you do not have sufficient available funds in the account to make the payment or transfer;

The payment or transfer would exceed the credit limit on your overdraft line, if applicable;

Your account is subject to legal process or another encumbrance restricting such transfer;

The date and/or time settings on your personal computer are incorrect;

Your personal computer or modem was not working properly;

A Payee mishandles or delays crediting payments sent by the Bank;

You have not provided the correct Payee name, address, confirmation number, account information or payment amount;

Circumstances beyond the Bank's control (such as fire, flood, failure of equipment or software, or delay in U.S. mail) prevent the proper completion of the transaction;

You fail to confirm that your transaction instructions were transmitted to the Bank;

Our agreement to provide the Services to you has been terminated; or

Applicable law prevents completion of the transfer or payment.

At certain times, a Service may not be available due to system maintenance or circumstances beyond the Bank's control. The Bank will not be liable for failure to provide access or for interruptions in access to the Services due to a system failure, other unforeseen acts or circumstances or a malfunction of Bank's or your computer equipment or any system utilized including the browser, Internet service provider or other software.

THE BANK SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO THE BANK.

The Bank is also not responsible for any electronic virus or viruses that your computer equipment may encounter.

13. Disclaimer of Warranties. THE BANK PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE". THE BANK HAS NOT MADE, AND DOES NOT MAKE, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. Affiliates. Present and future Bank affiliates may from time to time provide one or more Services under the terms of this Agreement. The Bank shall notify you that an affiliate has agreed to provide the Services. The Bank and the affiliate may share any information helpful in providing the Services and liability with respect to the Services, to the extent permitted under the various provisions of this Agreement, shall be limited solely to the affiliate providing the Services. You acknowledge that your consent to the release of information is not a condition of doing business with the Bank or its affiliates.
15. Customer Service. Inquiries related to the Services should be directed to the Bank by telephone at (605)853-2473 from 9:00 a.m. to 4:00 p.m. Central Standard Time Monday through Friday or in writing at Quoin Financial Bank, P.O. Box 199, Miller, South Dakota 57362-0199.
16. Applicable Law. This Agreement shall be governed by the laws of the State of South Dakota. You consent to the jurisdiction of the courts of the State of South Dakota and agree that any action arising out of or to enforce this Agreement must be brought and maintained in Hand County, South Dakota.
17. Miscellaneous. The Bank shall have a reasonable time after receipt of any notice or other communication to act on it. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision. This Agreement may not be assigned by the customer.

## CONSENT TO ELECTRONIC DELIVERY OF INTERNET BANKING AGREEMENT

By clicking the "I Agree" button below, I consent to receiving the Internet Banking Agreement for Quoin Financial Bank's online banking and bill payment services electronically, and agree to its terms. The Internet Banking Agreement may be printed. I acknowledge that if I would like the Bank to provide me with a printed copy of the Internet Banking Agreement and the related disclosures, I must contact the Bank by email at [ibanking@quoinbank.com](mailto:ibanking@quoinbank.com) or by U.S. mail at Quoin Financial Bank, P.O. Box 199, Miller, South Dakota 57362-0199.

The electronic version of the Quoin Financial Bank Internet Banking Agreement is available in HTML format and may be accessed through the Internet using Microsoft Internet Explorer Version 5.0 or higher or Netscape Navigator Version 4.7 or higher with a personal computer that supports these web browsers.

I acknowledge that I may withdraw my consent to receive electronic notices at any time by contacting the Bank by email at [ibanking@quoinbank.com](mailto:ibanking@quoinbank.com) or by U.S. mail Quoin Financial Bank, P.O. Box 199, Miller, South Dakota 57362-0199.

If my email address changes, I agree to provide the bank with my new email address as soon as possible, by sending an email message to the Bank at [ibanking@quoinbank.com](mailto:ibanking@quoinbank.com). If I do not provide the Bank with notice of my new email address, the Bank will have met its obligations to provide electronic notice if it sends electronic notices to me at the most recent email address that the Bank has in its records.

By clicking the "I Agree" button below, I also acknowledge that I can access information in the electronic form that is used to provide the Internet Banking Agreement, this consent form, and other communications.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Health Savings Accounts (HSA) - Health Savings Accounts (HSA). We permit you (as described below) to access your HSA with a card. This service is offered for the convenience of managing your HSA. However, electronically accessing your HSA - for example, getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing your HSA make sure you are using the correct card. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA.

The terms of this disclosure is intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HAS is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HAS, nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

**Electronic Fund Transfers Initiated by Third Parties** - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- \* Preauthorized credits - You may make arrangements for certain direct deposits to be accepted into your checking or savings.
- \* Preauthorized payments - You may make arrangements to pay certain recurring bills from your checking or savings.
- \* Electronic check conversion - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- \* Electronic returned check charge - You may authorize a merchant or other payee to make a one-time electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Instant Cash Card transactions - types of transactions** - You may access your account(s) by ATM at Instant Cash Network, Advantage Network, Cirrus Network or Money Pass Network using your Instant Cash & Check Card and your personal identification number (PIN) to:

- \* deposit funds to checking or savings
- \* withdraw cash from checking or savings
- \* transfer funds from checking to checking
- \* transfer funds from checking to savings
- \* transfer funds from savings to checking
- \* transfer funds from savings to savings
- \* get balance information about checking or savings

Some of these services may not be available at all terminals. Instant Cash & Check Card ATM transactions - types of transactions - You may access your account(s) by ATM at Instant Cash Network, Advantage Network, Cirrus Network or Money Pass Network using your Instant Cash & Check Card and your personal identification number (PIN) (as applicable) to:

- \* deposit funds to checking or savings
- \* withdraw cash from checking to checking
- \* transfer funds from checking to checking
- \* transfer funds from checking to savings
- \* transfer funds from savings to checking
- \* transfer funds from savings to savings
- \* get balance information about checking or savings

Some of these services may not be available at all terminals.

Instant Cash & Check Card point-of-sale transactions - types of transactions - You may access your checking account(s) by debit card to do transactions that participating merchants will accept, including:

- \* purchase goods in person, by phone, or online
- \* pay for services in person, by phone, or online
- \* get cash from a participating merchant of financial institution

Currency Conversion and International Transactions - When you use your VISA(R) debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either rate selected by VISA from the range of rates available in wholesale currency markets from the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. The fee we charge you for international transactions/currency conversions is disclosed separately. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use - You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Internet Banking - types of transfers - You may access your accounts by computer at [www.quinbank.com](http://www.quinbank.com) and using your User ID and Password to:

- \* transfer funds from checking to checking
- \* transfer funds from checking to savings
- \* transfer funds from savings to savings
- \* transfer funds from savings to checking
- \* make payments from checking to line of credit
- \* make payments from savings to line of credit
- \* get balance information about checking, savings, certificate of deposit or line of credit
- \* get withdrawal history about checking, savings, certificate of deposit or line of credit

- \* get deposit history about checking, savings or certificate of deposit
- \* get transaction history about checking, savings, certificate of deposit or line of credit, Bill Pay types of transfers

You may access this service by computer at [www.quoinbank.com](http://www.quoinbank.com) and using your User ID and Password. You may access this service to:

- \* make payments from your checking and savings account(s) to any business, merchant, individual or professional that has an address the Bank can verify (the "Payee").

(Some payments made by paper check will not be subject to this Electronic Fund Transfer disclosure. See your service agreement for details. Payments may be made only to Payees with a United States payment address. You may not make a payment of taxes or any other governmental fees or court-directed payments through Bill Pay.)

Limits and fees - Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

ATM Operator/Network Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Limitations on frequency of transfers - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your savings account(s):

During any calendar month or statement cycle of at least four weeks, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction.

No more than three of the six transfer may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth about in any statement period, your account will be subject to closure by the financial institution.

#### Documentation

Terminal transfers - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Preauthorized credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- \* the person or company making the deposit will tell you every time they send us the money.
- \* you can call us (605)853-2473 to find out whether or not the deposit has been made.

Periodic statements - You will get a monthly account statement from us for your checking account(s). You will get a quarterly account statement from us for your savings account(s), if the only possible electronic transfers to or from the account are preauthorized credits.



You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### Preauthorized Payments

Right to stop payment and procedure for doing so - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of varying amounts - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to make transfers - If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### Financial Institution's Liability

Liability for failure to make transfers - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

## Unauthorized Transfers

(a) Consumer liability. (1) Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you would lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(2) Additional Limit on Liability for VISA(R) card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA card. This additional limit on liability does not apply to ATM transactions, or to transactions using your Personal Identification Number which are not processed by VISA.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

## Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you not later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any). (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) 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 determine whether an error occurred within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it

takes up to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you have inquiries regarding your account, please contact us at:

Quoin Financial Bank  
Customer Service Representative  
201 North Broadway  
Miller, SD 57362  
BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday  
Holidays are not included.  
PHONE: (605)853-2473

MORE DETAILED INFORMATION AVAILABLE UPON REQUEST

Member FDIC \* Equal Housing Lender