

WEBSITE ACCESS AGREEMENT

Please read this Website Access Agreement (“Agreement”) carefully before accessing, viewing, or using (collectively “Use(s)”) Sterling State Bank’s (“Bank”) websites at www.sterlingstatebank.com and www.sterlingstate.bank (collectively “Site”). This Agreement is entered into by the Bank and any individual or entity who Uses the Site (collectively "you/your"). Your Use of the Site shall constitute your acceptance of and agreement to be bound by the terms of this Agreement. If you do not wish to be bound by this Agreement, do not Use the Site.

AUTHORIZED USE OF SITE. You may Use the Site subject to this Agreement. However, if you access your account or other Bank services via the Site, then your Use of the Site will be subject to this Agreement and any other agreement(s) between you and Bank that are applicable to the accessed Bank services (“Service Agreement(s)”). This Agreement supplements the Service Agreements but the Service Agreements shall control in cases of conflicting provisions or conditions.

UNAUTHORIZED OR ILLEGAL USE OF SITE. You will not Use the Site to engage in any illegal activities. You may not Use the Site in any manner, which could damage, disable, overburden, or impair the Site, interfere with another party’s Use and enjoyment of the Site or the Bank’s services, or otherwise impair or interfere with the Bank’s computer/network systems. You may not attempt to gain unauthorized access (i) to the Site or the Bank services, (ii) the Bank’s computer/networks systems, or (iii) computers/networks connected to the Site through hacking, username/password/credential mining, or any other means.

COOPERATION WITH AUTHORITIES. The Bank may voluntarily produce information and otherwise cooperate with law enforcement agencies and court orders/subpoenas concerning your Use of the Site without notice to you.

MODIFICATION OF AGREEMENT. Bank in its discretion and without further notice to you may change the term and conditions of this Agreement. You are responsible for reviewing this Agreement each time you Use the Site. Your continued Use of the Site represents your acceptance of the Agreement as modified or altered by the Bank.

ACCESS TO SITE. Bank may without notice to you alter, suspend, or discontinue your Use of the Site at any time and for any reason.

LINKS. The Site may contain links to third party websites (“Third Party Link(s)”). The Bank provides these Third Party Links only as a convenience. The inclusion of any Third Party Link does not imply an affiliation, sponsorship, endorsement, approval, or verification by the Bank of the associated Web site or any information, service, or product described therein. **YOU HEREBY EXPRESSLY WAIVE ALL CLAIMS, CAUSES OF ACTIONS, DAMAGES, LIABILITY, AND EXPENSES YOU MAY HAVE AGAINST BANK, WHICH ARISE FROM OR RELATE TO YOUR USE OF A THIRD PARTY LINK AND ANY INFORMATION, SERVICE, OR PRODUCT CONTAINED OR DESCRIBED THEREIN.**

COLLECTION OF INFORMATION. The Bank uses certain technologies commonly referred to as "cookies" on its Site to collect information about you in order to compile aggregate statistical information about your Use of the Site, including information relating to the frequency of your visits, the average length of visits, which pages you viewed during a visit, and the effectiveness of advertising on the Site. The Bank uses this information to improve the Site's content and performance. Any personal information you give Bank when accessing your accounts or Bank services via the Site will be subject to the Bank's Privacy Policy, which is incorporated into this Agreement, as amended from time to time.

RELATED PRODUCTS AND SERVICES. The Bank and its affiliates offer a variety of products and services on the Site. Your eligibility for the offered products and services is subject to approval by the Bank and/or the affiliate providing such products or services and the applicable Service Agreements. This Agreement supplements the Service Agreements but the Service Agreements shall control in cases of conflicting provisions or conditions.

SECURITY. You understand and agree you are solely responsible for maintaining the confidentiality and security of your username(s), password(s), security question(s), or other credential(s) you may use to gain access to your account(s) or the Bank services via the Site. Your failure to maintain the confidentiality and security of your username(s), password(s), security question(s), and credential(s) may result in among other things a loss of your privacy, data theft, identity theft, financial losses, or liability to the Bank and other third parties. If your username(s), password(s), security question(s), or credential(s) become compromised for any reason or you suspect unauthorized activity on your account(s) or related Bank services then you agree to notify the Bank immediately.

CHILDREN'S USE OF THE SITE. The Site is not intended for Use by individuals under the age of eighteen (18) without the express written permission of a parent/guardian and the Bank, or alternatively, a court order of emancipation or other similar official document in conjunction with the Bank's permission. By your Use of this Site, you represent you are either over the age of eighteen (18) or have otherwise complied with this Agreement.

RELIANCE ON PRODUCED INFORMATION / NO PROFESSIONAL SERVICES. There may be delays, omissions, or inaccuracies in the information obtained or produced through your Use of the Site. The Bank does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, produced, uploaded, downloaded, or distributed through this Site by Bank or any other third party. Your reliance upon such opinion, advice, statement, or other information shall be at your sole option and risk. The information contained on the Site should not be relied upon by you for making any accounting, financial, business, investment, insurance, legal, tax, career, or other personal or business decisions, or otherwise be considered a substitute for consultation with professional advisors on these topics or issues.

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DISCLAIMER. THE INFORMATION, MATERIALS AND SERVICES PROVIDED BY OR THROUGH THE SITE, INCLUDING TEXT, LINKS, GRAPHICS, OR OTHER ITEMS ARE PROVIDED "AS AVAILABLE", "AS IS". TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, BANK MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED ON THE SITE, OR THE FITNESS OF THE SITE AND/OR RELATED BANK SERVICES. BANK HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY BANK, ITS OFFICERS, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY HEREUNDER. BANK FURTHER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE OR BANK SERVICES PERTAINING TO NON-INFRINGEMENT, SECURITY, ACCURACY, NON-INTERRUPTION, AND FREEDOM FROM COMPUTER VIRUSES. THE BANK DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION AND MATERIALS ON THE SITE. YOU FULLY ACKNOWLEDGE YOUR USE OF THE SITE IS AT YOUR SOLE OPTION AND RISK.

LIMITATION OF LIABILITY. NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SITE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, BANK'S LIABILITY TO YOU WITH REGARD TO ANY CLAIM YOU MAY HAVE ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE SITE, SHALL AT ALL TIMES BE LIMITED TO DIRECT DAMAGES IN AN AGGREGATE TOTAL AMOUNT OF \$100.00 DOLLARS OR LESS.

INDEMNIFICATION. You hereby agree to indemnify, defend, and hold harmless the Bank and its affiliates, officers, directors, shareholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of or relating to any breach by you of this Agreement or the representations, warranties, and covenants contained therein. You shall cooperate as reasonably required in the defense of any such claim. The Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter or claim subject to indemnification by you.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law provisions.

CHOICE OF JURISDICTION. The parties hereto agree any suit, action, or proceedings seeking to enforce any provision of, or any matter arising out of or in connection with this Agreement or the Site shall be heard exclusively by the state courts located in Olmsted County, Minnesota or the federal courts with jurisdiction to hear such suits in the State of Minnesota. The parties consent to the personal jurisdiction of such courts in the State of Minnesota and hereby irrevocably waive the defenses of (i) lack of personal jurisdiction, (ii) inconvenient forum, or (iii) improper venue. In the event the parties commence any action in another jurisdiction or venue under any theory arising directly or indirectly from this Agreement or Site, the non-filing party at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above described or to have such case dismissed without prejudice. Your viewing or use of the Site constitutes your submission to the jurisdiction of such courts in the State of Minnesota.

WAIVER OF JURY TRIAL. The parties hereto unconditionally waive their respective rights to a jury trial as to any dispute, cause of action, or claim arising out of or in connection with this Agreement and the Use of the Site.

LIMITATION OF ACTION. No action, regardless of the form, arising out of this Agreement or the Use of the Site, may be brought by either party hereto more than one (1) year after the cause of action has occurred.

SEVERABILITY. If any term of this Agreement shall be held invalid or unenforceable, then the remainder of this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision were omitted from the Agreement.

WAIVER. No waiver by the Bank of any right, condition, term, or provision of this Agreement will be deemed a waiver unless expressly authorized in writing.