

## **QUOIN FINANCIAL BANK WEBSITE TERMS AND CONDITIONS OF USE**

You are accessing the Quoin Financial Bank website, [www.quinbank.com](http://www.quinbank.com) (the “website” or “site”). As used herein, the terms “we,” “our” and “us” refer to Quoin Financial Bank, our marketers, affiliates, and service providers. The terms “you” and “your” refer to any individuals who access this website.

**PLEASE READ THESE TERMS AND CONDITIONS OF USE (the “TERMS”) CAREFULLY. BY ACCESSING THIS SITE, AND ANY OF ITS PAGES, YOU AGREE THAT YOU ARE BOUND BY THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, PLEASE EXIT THIS WEBSITE IMMEDIATELY.**

### **USE OF THE WEBSITE**

You may browse, download from, communicate with, and otherwise use the website subject to the Terms contained herein and all applicable laws, rules, and regulations. We retain the right, in our sole discretion, to refuse, suspend, or terminate your access to this website or any of its resources or services at any time for any reason without notice. Our website is not directed towards children. If you are using this website, you are confirming that you are 18 years of age or older, or are over 13 years of age and using the website with the consent and supervision of your parent or guardian. Use of the website is also governed by our Privacy Policy, which informs users of our collection practices with regard to non-public personal information provided to us on or through this website.

You agree to indemnify and hold us harmless from any liability, loss, claim, or expense including attorney’s fees, related to, or arising from, your violation of these Terms or your use of the website. We shall not be held liable to you or any third party for any termination of your access to this website.

### **ELECTRONIC COMMUNICATIONS**

Visiting this website or sending emails to us constitutes electronic communications. You consent to receive electronic communications from us in connection with the website and agree to notify us of any changes in your email address. Except as otherwise required under applicable law, you agree that all agreements, notices, and other communications that we provide to you electronically, via email or on the website, satisfy any legal requirement that such communications be in writing.

### **TEXT MESSAGES AND OTHER COMMUNICATIONS TO A TELEPHONE**

If you provide a telephone number to us, you authorize us to contact you at any number you provide, including text messages and other communications to a cell phone and communications using an automatic telephone dialing system or an artificial or prerecorded message.

### **SECURITY OF YOUR ACCOUNT**

If you create or access an account using this website, you are solely responsible for maintaining the security and confidentiality of your account, user name, and password, and for restricting access to your computer. By using this website, you further agree to accept responsibility for all activities that occur on your account under your user name or password. You may not assign or otherwise transfer your account to any other person or entity. Any user names or passwords used in connection with this website are for individual use only. You acknowledge that we are not responsible for third party access to your account through the website that results from theft or misappropriation of your account information.

### **UNAUTHORIZED USE OF WEBSITE**

Use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, but not limited to, the liability, indemnification, arbitration, and jurisdiction sections contained herein. If we become aware that you have been using the website in an unauthorized manner, we

may block or suspend your access to the website, bar you from future usage of the website, or take any other action we deem necessary or appropriate, and may pursue any or all legal or equitable claims against you for such unauthorized use.

The following uses of the website are expressly unauthorized:

- Gathering, monitoring, or copying any content on this website by using any crawler, spyware, engine, robot, “bot,” spider, device, extraction tool, software, or any other utility, automatic device, or manual process of any kind without our express permission.
- Harvesting or otherwise collecting information about others including, without limitation, e-mail addresses or phone numbers, without their explicit consent.
- Interfering, or attempting to interfere, with the operations of the website or using any device or software that will interfere, or attempt to interfere, with the operations of the site; or posting any unauthorized material to the pages of the website or the databases that power the site.
- Attempting to circumvent website security in any way; probing or testing the vulnerability of the website or any network connected to the website; or hacking, breaching, or attempting to breach any part of the website, its security or authentication measures, or any network connected to the website, including the content management system and source code.
- Uploading or submitting any data or information containing viruses, trojans, worms, malware, or any other computer code, corrupt file, program or component designed to interfere with this website or its use, or the use of any software, hardware, networks, servers, computers, electronic devices, or other equipment of ours or any third party.
- Submitting any content in such volume as to disrupt use of this site or taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the site or any systems or networks connected to the site.
- Taking any action or making any communication that is inappropriate, unlawful, threatening, obscene, vulgar, pornographic, profane, indecent, defamatory, abusive, or a violation of our legal rights (including, without limitation, privacy and publicity rights) or the legal rights of a third party.
- Violating the copyright, trademark, or other intellectual property rights of any other person or entity.
- Violating any applicable laws or regulations.
- Improperly assuming or claiming the identity, characteristics, or qualifications of another person or entity.
- Conducting or forwarding surveys, contests, pyramid schemes, or chain letters.
- Attempting to gain unauthorized access to any portion of the website or any systems or networks connected to the website.
- Interfering or attempting to interfere with the use of the website by other users.
- Posting hyperlinks to other websites that contain content that falls within the descriptions set forth above.
- Attempting to use this website for any purposes other than those intended by us, as determined in our sole discretion.

### **INTELLECTUAL PROPERTY**

All of the pages, screens and content on the website are owned and controlled by us, except as otherwise expressly stated, and are protected by U.S. trademark and copyright laws. The copyrighted materials on the website include, but are not limited to, the domain cortrustbank.com, the Quoin Financial Bank logo, the tag line “raise your expectations,” all page headers, text, designs, software, images, graphics, source code, and the content on the website. You are authorized to view the information available on the website for your informational purposes only. You may download copyrighted materials for your personal or internal business purposes only. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the content. You acknowledge and agree by your acceptance of these Terms that you do not acquire any

ownership rights by downloading copyrighted material and that we retain all intellectual property rights, including but not limited to patents, trademarks, copyrights, and trade secrets, and all derivative works and improvements of the same. You may not decompile, reverse engineer or otherwise attempt to discover the source code, copy (other than for personal use within the scope of these Terms), modify, upload, post, transmit, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of or publish all or any portion of the website for any commercial or public purpose without our prior written consent. The Quoin Financial Bank logo is a trademark owned by Quoin Financial Bank. Other featured words used on the website to identify the source of products and services, including, without limitation, the tag line "raise your expectations," are trademarks and service marks either owned or licensed by us or third parties. You may not use, copy, display, distribute, modify, or reproduce any of the trademarks found on the website except as authorized in this paragraph. You may not use any of our trademarks as a link to the website except pursuant to a written trademark license agreement. Modification or use of the content on the website, except as expressly provided in these Terms, violates our intellectual property rights.

### **LINKS, WIDGETS, EMBEDS, SOCIAL MEDIA, AND OTHER THIRD-PARTY FEATURES**

This website may, from time to time, contain links to other websites that are controlled or offered by third parties not affiliated with Quoin Financial Bank. We provide third-party links only as a convenience to you. We do not provide, endorse, or guarantee the content, advertising, products, services, or other materials available on third party websites. We do not control, author, edit, or monitor these linked web pages or have any responsibility for the accuracy or availability of information provided on them. We do not make any representations or warranties, express or implied, regarding the content, products, or services offered by third parties. By using this website, you acknowledge that you are responsible for viewing and abiding by the privacy statements, service agreements, and terms of use of any linked web pages.

The website may also make use of widgets, embeds, social media, or other third-party features that are hosted by a third party or hosted directly on our website. Your interactions with any third-party widget, embed, social media, or other feature are governed by the terms and conditions of the third party providing such widget, embed, social media, or other third-party feature, and Quoin Financial Bank has no responsibility or liability with respect to such third-party dealings or features.

### **SUBMITTED INFORMATION**

You agree that any information submitted to us through this website is accurate, true, current, and complete. Any non-public personal information you provide to us will be collected and used as described in our Privacy Policy.

### **DISCLAIMER**

THIS WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS, AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE OFFERED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND -- WHETHER EXPRESS, IMPLIED, OR STATUTORY -- INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK.

YOU ACKNOWLEDGE THAT NEITHER WE NOR ANY OF OUR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY PROVIDERS, OR LICENSORS WARRANT THAT THE SERVICES MADE AVAILABLE THROUGH OR ON THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE WEBSITE OR THE SERVER/COMPUTER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT OUR WEBSITE WILL NOT BE

COMPROMISED BY A CYBERATTACK, HACK, OR OTHER SIMILAR EVENT; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF SUCH SERVICES OR THE WEBSITE, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENT OF ANY INFORMATION OR SERVICE, PROVIDED OR MADE AVAILABLE THROUGH OR ON THE WEBSITE. WE DISCLAIM LIABILITY FOR ANY INFORMATION, AND THE MATERIALS, PRODUCTS, OR SERVICES AVAILABLE, LISTED OR OFFERED AT ANY THIRD-PARTY WEBSITE. (THIS DOES NOT AFFECT ANY MANUFACTURER'S WARRANTIES THAT THE PROVIDERS OF LINKED SITES OTHERWISE OFFER). WE DISCLAIM LIABILITY FOR ANY DEALINGS WITH THIRD PARTIES YOU MAY HAVE THROUGH ANY WIDGET, EMBED, SOCIAL MEDIA, OR OTHER THIRD-PARTY FEATURE.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE, OR BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF ANY SERVICES MADE AVAILABLE THROUGH OR ON THE WEBSITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, ECONOMIC, OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR INABILITY TO USE SUCH SERVICES, THE WEBSITE, ANY ONLINE SERVICES, OR INTERNET BROWSER SOFTWARE, INCLUDING LIABILITY ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM. YOU HEREBY AGREE TO ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, AND CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS WEBSITE OR ITS CONTENT. IF YOU ARE DISSATISFIED WITH OR DISAGREE WITH ANY PORTION OF THESE TERMS, INCLUDING, BUT NOT LIMITED TO, THIS DISCLAIMER, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS WEBSITE.

### **INDEMNIFICATION**

USE OF THIS WEBSITE IS AT YOUR OWN RISK. YOU HEREBY AGREE TO INDEMNIFY AND HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND EVERY LOSS, COST, CLAIM, DEMAND, CAUSE OF ACTION, AND EXPENSE (INCLUDING, WITHOUT LIMITATION, THE COST OF INVESTIGATING ANY CLAIM, THE COST OF LITIGATION, AND ATTORNEYS' FEES, WHETHER OR NOT LEGAL PROCEEDINGS ARE INSTITUTED) PAID OR INCURRED BY ANY ONE OR MORE OF THEM ARISING FROM, ATTRIBUTABLE TO, OR IN CONNECTION WITH (1) YOUR ACCESS TO OR USE OR MISUSE OF THIS WEBSITE, ITS CONTENT, OR ANY INFORMATION OR SERVICES PROVIDED THROUGH OR ON THIS WEBSITE AND (2) ANY ACT OR OMISSION BY YOU IN VIOLATION OF THESE TERMS OR OF ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION.

### **PRIVACY; COLLECTION AND USE OF NON-PERSONALLY IDENTIFIABLE INFORMATION**

We take your privacy very seriously and have taken steps to help safeguard your personal information. To learn what non-public personal information we collect and how that information is used, please review our Privacy Policy. However, please remember that when you enter into transactions with or provide information to a third party through a link on this website, you will be subject to that party's privacy policy. Our Privacy Policy is not applicable to your use of a linked site.

Our website automatically collects certain non-personally identifiable information about our website users through our server logs, cookies, web beacons, and analytics tools, including, for example, your IP address, the domain you visited prior to accessing our website, browser type, and the amount of time you spend on

our website. The technical information we automatically collect does not enable us to personally identify you and is used for our own business or marketing purposes, including, without limitation, to better understand our website traffic, analyze the interests of our website users, improve our website, and diagnose technical errors. Any non-public personal information you choose to provide us through voluntary forms or features on the website will be used by us in accordance with our Privacy Policy.

Our servers log non-personally identifiable information about our website users and their interactions with our website. Our website also uses cookies and other similar technologies which are automatically generated, sent to your browser, and stored on your hard drive to record information about how and when you use our website. These cookies and other similar technologies identify a web browser on a specific computer or device and reveal certain non-personally identifiable information such as browser type, language, time zone, and operating system. This non-personally identifiable information may be used in aggregate for statistical purposes and may be used by us for our own business or marketing purposes, as set forth above.

You can manage cookie preferences and opt out of having cookies and other similar collection technologies used by adjusting the settings on your web browser. If you do not want cookies stored on your computer, you can change the settings on your browser to notify you when a cookie is about to be saved or block cookies entirely. How to access these settings, which settings are available, and how to turn on these settings varies by browser type and we encourage you to further investigate your browser's privacy settings if you wish to opt out or adjust these settings in any way. If you choose to decline or block cookies, you may not be able to fully utilize all of the interactive features of our website.

Our website may also use web beacons or pixel tags and other similar technologies, which are not placed on your computer but instead are embedded on certain pages of our website or in emails. When you visit a page or read an email with a pixel tag, web beacon, or other similar technology, a generic notice of your interaction is generated. You cannot decline web beacons; however, setting your browser to decline cookies or to prompt you for a response may keep web beacons from tracking your activity. Some browsers may send Do Not Track (DNT) signals to our website. Our website does not currently respond to these DNT signals.

### **INTERNET CONNECTION/SECURITY**

Although we employ stringent security measures and take all reasonable steps to safeguard your information, the Internet is inherently insecure and any connection to the Internet provides the opportunity for unauthorized access by a third party to your computer systems, networks, and any information stored therein. We reserve the right to take all reasonable measures to detect and prevent fraud, including requiring additional verification in connection with any requested action as we deem appropriate. For security purposes, we may view, monitor, and record activity on the website without notice or permission from you. We reserve the right to investigate suspected violations of these Terms and to fully cooperate with any requests for information from law enforcement authorities or by court order in connection with the investigation or prosecution of possible criminal activity on the website. Actual or attempted fraud or other unauthorized use of the website may result in criminal or civil prosecution and immediate termination of your right to use the site.

You agree not to use or distribute any programs or tools designed to compromise website security (e.g., password guessing programs, cracking tools, or network probing tools). We reserve the right to release any details regarding a security violation to system administrators at other websites in order to assist them in resolving security incidents.

### **ARBITRATION**

**PLEASE READ THIS PROVISION OF THESE TERMS CAREFULLY. YOU AGREE THAT ANY DISPUTE REGARDING USE OF THE SITE WILL BE RESOLVED BY BINDING ARBITRATION.**

ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE A PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.

**AGREEMENT TO ARBITRATE:** If you have a question or a problem regarding these Terms, please contact us right away. Frequently, a telephone call or a letter sent to us will resolve your concerns quickly and amicably. However, if you and we are not able to resolve our disagreements informally, you agree any Dispute (as defined below) will be resolved by arbitration pursuant to the following terms and conditions (collectively, the “Arbitration Agreement”). The Arbitration Agreement is governed by the Federal Arbitration Act (FAA), 9 U.S.C.S § 1 et seq. and the substantive law of the State of South Dakota (without applying its choice-of-law rules).

**DEFINITIONS:** Arbitration is a means of having an independent third party resolve a Dispute. A “Dispute” is any controversy or claim between you and us regarding the website or any product or service obtained through the site. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands, initial claims, counterclaims, cross-claims and third party claims, and claims based upon broken promises or contracts (including these Terms and this Arbitration Agreement), fraud, tort (injury caused by negligence or intentional conduct) whether past, present or future, including events that occurred prior to obtaining any product or service from us, based on any legal or equitable theory (tort, contract, alleged regulatory violation, or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this Arbitration Agreement.

For purposes of this Arbitration Agreement, the terms “you” and “your” includes any co-signor, co-obligor, guarantor, and authorized user of an account and also your heirs, guardian, personal representative, and trustee in bankruptcy. The terms “we,” “our,” and “us” include our employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns, as well as our marketing, servicing, and collection representatives and agents.

**CHOICE OF ARBITRATOR:** The party filing arbitration must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association or JAMS (formerly known as Judicial Arbitration and Mediation Services, Inc.). If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association  
335 Madison Avenue  
Floor 10  
New York, NY 10017-4505  
Website: [www.adr.org](http://www.adr.org)

JAMS  
1920 Main Street  
Suite 300  
Irvine, CA 92614

Website: [www.jamsadr.com](http://www.jamsadr.com)

The policies and procedures of the selected arbitration firm will apply provided that these are consistent with this Arbitration Agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this Arbitration Agreement, the terms of this Arbitration Agreement shall apply.

If neither arbitration firm listed in this Arbitration Agreement is available to resolve the Dispute, you and we may each select a local arbitrator. The local arbitrators selected by you and us shall then agree upon the selection of another arbitrator who will hear and resolve the Dispute. The arbitrator selected to resolve the Dispute must be an attorney with at least 10 years' experience, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules applicable to consumer disputes. Notwithstanding the foregoing, no party or local arbitrator may select an arbitrator who refuses to enforce an arbitration agreement containing a class-action waiver, because you and we have in this Arbitration Agreement waived any right to arbitrate a dispute on a classaction, representative-action, or consolidated basis.

**COST OF ARBITRATION:** If you initiate the arbitration, you will be responsible for the first \$50 of filing fees and other costs or fees, and we will pay the balance of the filing fee and any costs or fees charged by the arbitrator above the first \$50. If you cannot afford to pay the first \$50, we may pay this in our discretion. If we initiate the arbitration, we will pay the filing fee and any costs or fees charged by the arbitrator. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

**LOCATION OF ARBITRATION:** Unless you and we agree to a different location, the arbitration will be held in the same city as the U.S. District Court closest to your then current mailing address.

**WAIVER OF RIGHTS:** You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct classwide proceedings and will be restricted to resolving the individual disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction and not by the arbitration firm or arbitrator. If the court, or an arbitration firm or arbitrator, refuses to enforce the class-wide arbitration waiver or otherwise refuses to enforce this Arbitration Agreement, you and we agree that the Dispute will proceed in court and will be decided by a judge, sitting without a jury, under applicable court rules and procedures.

**SMALL CLAIMS COURT:** All parties, including related third parties, shall retain the right to seek adjudication in a small claims court for disputes within the scope of such court's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims court, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims court shall be resolved by binding arbitration de novo (i.e. upon a fresh review of the facts).

**REVIEW OF ARBITRATION AWARD:** The arbitrator shall apply applicable federal and South Dakota substantive law and these Terms. The arbitrator must apply the terms of this Arbitration Agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with these Terms and applicable law or may be set aside by a court upon judicial review. Either party may seek judicial review of the arbitrator's decision according to applicable law.

**OTHER PROVISIONS:** This Arbitration Agreement will survive: (i) termination or changes in your agreements with us; termination or changes in the relationship between you and us concerning any Quoin

Financial Bank product or service; and termination or changes in or your use of this website; and (ii) the bankruptcy of any party.

**CLASS ACTION WAIVER:** Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. You further agree that this class action waiver shall still bind any Disputes not subject to arbitration.

**GOVERNING LAW/JURISDICTION:**

These Terms will be governed by and construed in accordance with the laws of the United States and the State of South Dakota without regard to conflict of law principles. In the event any Dispute is not subject to arbitration, you consent to be subject to the jurisdiction and venue of the Circuit Court located in Minnehaha County, South Dakota and agree that such court shall be the exclusive jurisdiction and venue of all Disputes. You hereby consent to extra-territorial service of process and submit to the jurisdiction of said courts.

**SEVERABILITY/WAIVER:**

If any provision of these Terms, including any provision of the Arbitration Agreement, is determined to be invalid or unenforceable under any rule, law, or regulation, the validity or enforceability of any other provision of these Terms shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of these Terms, a provision as similar in terms as may be valid and enforceable; provided, however, that if a class action litigation or a class-wide arbitration is permitted for any reason with respect to any dispute, either you or we may require that the entire dispute be heard by a judge, sitting without a jury, under applicable court rules and procedures. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

**CHANGE IN TERMS/MODIFICATIONS:**

We reserve the right to modify or amend these Terms, and our Privacy Policy, in whole or in part, at any time without prior notice, except as otherwise required by law or as otherwise agreed in writing. We encourage you to review these Terms each time before using this website, as your continued use will be strictly subject to the then-current Terms. The current version of these Terms and our Privacy Policy is available to you on the website. Each time we modify the content of these Terms, we will update the Effective Date set forth above.

We reserve the right to modify or terminate the website, any service available on the site, any link, embed, platform, widget, or feature used by the site or provided by or to the site, and your access to the site, in whole or in part, at any time.

**VIOLATIONS OF TERMS:**

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including the right to block access from a particular internet address to the site. You agree to indemnify, defend, and hold us harmless from any liability, loss, claim, and expense, including attorney's fees, related to your violation of these Terms or your use of the products, services, or information made available through the website.

**INTERNATIONAL USERS:**

This website is controlled, operated, and administered from offices within the United States of America. We make no representation that materials on this site are appropriate or available for use at locations outside of



the United States, and access to such materials from territories where their contents are illegal is prohibited. You may not use this website or export the materials from it in violation of U.S. export laws and regulations. If you access this site from a location outside of the United States, you are responsible for compliance with all applicable laws.

**ENTIRE AGREEMENT/SECTION TITLES:**

These Terms, coupled with our Privacy Policy, constitute the entire agreement between you and us with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Notwithstanding the foregoing, any additional terms and conditions provided in connection with a product or service you obtain through the website will also govern your use of that product or service. In the event of a conflict between any additional terms and conditions provided in connection with a product or service obtained through the website and these Terms, the terms and conditions provided for the relevant product or service shall control. The section titles in these Terms are for convenience only and have no legal or contractual effect.

**CHILDREN'S ONLINE PRIVACY AND PROTECTION ACT:**

We do not knowingly collect, maintain, or use any information from children as defined by the Children's Online Privacy and Protection Act. Our presence on the Internet is limited to interaction with adults. The types of services we offer are not likely to attract children to our site.

**ACCESSIBILITY:**

If any portion of this website is inaccessible to you for any reason, please contact us at 605-853-2473.

**RESERVATION OF RIGHTS:**

All rights not expressly granted herein are reserved exclusively and entirely to us.

**CONTACT INFORMATION:**

Questions about these Terms should be directed to the following address via certified mail or telephone call at the designated addresses below:

Certified Mail:  
Quoin Financial Bank  
c/o Terms of Use  
201 North Broadway  
Miller, SD 57362

Phone: 605-853-2473

Questions about our products or services should not be directed to this address. Please use this contact information only for questions regarding our Terms or Privacy Policy. For all other inquiries, refer to the contact information provided on our website