

This Digital Banking Services Agreement (this “Agreement”) between you and American State Bank & Trust Company of Williston (“ASBT”) governs the use of American State Bank & Trust Company’s Digital Banking Services. This Agreement includes ASBT Digital Banking, ASBT Bill Payment, ASBT Mobile Banking, Text (SMS) Message Banking and Remote Deposit Anywhere. Please read this Agreement carefully and keep it for future reference. When you use any of the Digital Banking Services described in this Agreement, or authorize others to use them, you agree to all of the terms and conditions contained in this Agreement.

You understand and agree that you are still subject to the terms and conditions of any other agreement you have with American State Bank & Trust Company of Williston, including the general terms and conditions of your account. This Agreement is intended to supplement the general terms and conditions of your account. In the event of conflict between this Agreement and other agreements entered into between you and American State Bank & Trust Company of Williston, the terms of this Agreement will control.

DEFINITIONS. The words “you” and “your,” refer to either and all of the persons or entity agreeing to this Agreement. The words “we,” “us,” and “our,” refer to the financial institution identified in this Agreement. The words “your deposit accounts” refer to all of your deposit accounts with us. The words “your loan accounts” refer to all of your loan accounts with us, including lines of credit, on which either or all of you are obligated to us. The words “your accounts” refer to your deposit accounts and your loan accounts. The word “terms” refers to the terms and conditions contained in this Agreement. “ACH” refers to Automated Clearing House.

SECURITY. We work hard to make our electronic banking services secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website.

HARDWARE AND SOFTWARE REQUIREMENTS. A statement of compatible hardware and software requirements to participate in Digital Banking Services is located on our website at www.asbt.com. We can change these requirements from time to time in our sole discretion and will give you advance notice of any such changes. Unless you comply with such changes, you may not be able to participate further in Digital Banking Services. If you are able to access Digital Banking Services using hardware and software that does not meet our requirements, you may not be able to access or use all of the functions of our internet service and may be exposed to increased security risks related to your ASBT Digital Banking. You are solely responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use Digital Banking Services. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge that there is certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

ACCOUNT ACCESS. To prevent unauthorized access to your accounts and to prevent unauthorized use of your Digital Banking Service, you agree to protect and keep confidential your account number, user ID, password, or other means of accessing your accounts. The loss, theft, or unauthorized use of your account number, user ID, password or other means of accessing your accounts could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your account number, user ID, password or other means of accessing your accounts to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use ASBT Digital Banking service or to access or use your account number, user ID, password, or other means of accessing your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity.

ACCESS TO ACCOUNTS VIA THE INTERNET. After your application is processed, you will be assigned a ASBT User ID and ASBT password and providing such other information as may be required by us. When you first set up your ASBT Account we will link all of your accounts to that User ID and Password. If you wish to add or remove an account, you may notify a Customer Service Representative. You must be an authorized signer to make the request. You can use your ASBT Digital Banking account to access your accounts by computer via the internet through our website using your ASBT User ID and ASBT Password and providing such other information as may be required by our website to accomplish the following:

- Transfer funds between your deposit accounts.
- Make payments from your deposit accounts to your loan accounts.
- Make payments from your deposit accounts to third parties pursuant to our ASBT Bill Payment Program described below.
- Get information about your accounts, such as account balances or information on deposits or withdrawals.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent deposit account or any overdraft line of credit on that deposit account.

ACCESS TO ACCOUNT VIA MOBILE DEVICE. We offer a mobile banking service 'ASBT Mobile Banking', which you may elect to use. ASBT Mobile Banking allows you to access your accounts via supported mobile devices using your ASBT User ID and ASBT Password and providing such other information as may be required by us. Mobile banking permits a user to access the following account information and take the following actions:

- Transfer funds between your deposit accounts.
- Make payments from your deposit accounts to your loan accounts.
- Make payments from your deposit accounts to third parties pursuant to our ASBT Bill Payment program described below.
- Get information about your accounts, such as balance or information on deposits or withdrawals.

- Consumer customers can make check deposits using our Remote Deposit Anywhere service, described below.
- Business customers may have similar options. Contact the bank for more information.

ACCESS TO ACCOUNT VIA TEXT MESSAGE. We offer ‘Text (SMS) Message Banking’, which you may elect to use. Text (SMS) Message Banking allows you access to your account information via text messaging. Text (SMS) Banking requires an initial registration process within ASBT Online Banking. Your usage of Text Message Banking is conditioned on you providing a valid mobile phone number and to our sending you text messages through your wireless provider. We may send text messages through your communication service provider and you agree your provider is acting as your agent in this capacity. Text Banking permits a user to access the following account information:

- Balances on enrolled accounts
- Receive last four transactions on enrolled accounts

REMOTE CHECK DEPOSIT. We offer ‘Remote Deposit Anywhere’, which you may elect to use. Remote Deposit Anywhere allows consumer account customers to deposit eligible checks into designated account(s) from a supported mobile device by creating an image of the front and back of the check and delivering the check image and associated deposit information to the bank electronically. Business customers may have similar remote deposit options. Contact the bank for additional information.

- You are responsible for paying the fees associated with the use of this service. Contact the bank or see the bank fee schedule for details.
- Items Eligible for Deposit. You agree to only image and deposit original checks, as defined by Regulation CC and Check Clearing for the 21st Century Act, which are properly payable to the owner of the account and contain the drawer’s signature. The following types of checks are not eligible checks:
 - Traveler’s Checks
 - Money Orders/Cashiers Checks
 - Checks drawn on a financial institution located outside the United States, including but not limited to, Canada
 - Checks not payable in United States currency
 - Checks previously converted to an image replacement document or substitute check, as defined by Regulation CC
 - Checks that are remotely created checks, as defined by Regulation CC
 - Checks payable to any person other than the account holder of the account into which the check will be deposited
 - Checks containing an alteration on the front of the check, which you know or suspect are fraudulent, or are otherwise not authorized by the account holder
 - Checks payable jointly, unless deposited into an account in the name of all payees
 - Checks dated more than six (6) months prior to the date of deposit
 - Checks or items prohibited by the bank’s current procedures relating to the services or which are otherwise not acceptable under the terms and conditions governing the account
 - Checks payable on sight or payable through drafts, as defined by Regulation CC

- Checks with any endorsement on the back other than that specified in this agreement
- Checks that have been previously submitted or deposited through the Remote Deposit Anywhere or through a remote deposit capture service offered at any other financial institution
- Checks previously submitted for deposit and returned
- The check image will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act, 12 USC 5001, et seq; all related laws or regulations; all other state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations.
- You agree to restrictively endorse any eligible item transmitted through Remote Deposit Anywhere as “For Mobile Deposit Only” and must include the signature of Payee/Account Holder or as otherwise instructed by the bank.
- We will credit your account for an eligible item included in a remote deposit if we have received it and it has been accepted for deposit. We reserve the right to reject any item transmitted through Remote Deposit Anywhere.
- You may forward only one check image at a time for deposit. The total dollar amount of eligible items that can be transmitted to us is limited to the dollar limit established for you when you are approved for Remote Deposit Anywhere. The number of items deposited at any time is unlimited as long as your daily and monthly dollar limit is not exceeded. We reserve the right to modify these limits from time to time.
- Remote deposits must be received by 5:00 PM CST cut-off time on a business day. Any remote deposit not received on a business day or not received in their entirety by the designated cut-off time on a business day will be considered to have been received on the next business day.
- Funds from eligible items included in remote deposits will be available to you pursuant to the terms and conditions as set forth in our Regulation CC Funds Availability disclosure.
- You will retain and preserve the paper original of each eligible item included in a remote deposit for a period of 90 days after it is accepted for deposit and will destroy it immediately after the expiration of that period.
- You will examine your statement of account and report to us any errors relating to remote deposits within 60 days after the applicable account statement is sent. If you do not discover and report to us any such errors or any other issues regarding remote deposits within 60 days from when the statement including the remote deposits was first sent or made available to you, you cannot assert the errors or other issues against us.
- By using Remote Deposit Anywhere, you accept the risk that a check image may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected check images or information disclosed through such errors.
- Unless prohibited by law, by making remote deposits you make the following warranties to us and agree to indemnify us and hold us harmless from any claim, loss, liability, expense or damage from your breach of such warranties, including payment of our reasonable attorneys’ fees and litigation expenses:
 - That you were entitled to deposit each of the eligible items included in your remote deposits;

- That only paper originals of bona fide eligible items have been scanned for remote deposits;
- That each of the eligible items included in your remote deposits was duly authorized in the amount stated on the eligible item and to the payee stated on the eligible item;
- That there was and will be no duplication among eligible items included in your remote deposit;
- That you will not deposit or redeposit the paper originals of the eligible items included in your remote deposits or make any other deposits or re-deposits of such eligible items without our informed consent;
- That we will not suffer any loss as a result of your remote deposits;
- That we will not suffer any loss as a result of your retention or destruction of the paper originals of eligible items included in your remote deposits;
- That all information you provide to us regarding your remote deposits will be accurate;
- That your remote deposits and all information you provide to us will be virus-free;
- That your remote deposits will not violate any laws; and
- That you have performed and will perform all your obligations under this Agreement.

INTERNET BILL PAYMENT. The following is our 'ASBT Bill Payment' which you may elect to use. We will make payments on your behalf from any of your deposit accounts you indicate to us, as directed by you, to third parties by electronic payment or preparing and mailing checks drawn on such accounts. The following apply to transactions ordered through ASBT Bill Payment:

- Account being debited must have sufficient funds. Insufficient funds may delay payment or result in overdraft and NSF charges and possible return of the payment.
- Bill payments will be made either electronically or by check (pre-determined by the payee through ASBT Bill Payment)
- Electronic payments will be deducted from your account on the payment date.
- Check payments will be deducted from your account when presented for payment by the payee.
- The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your payees.
- There is no limitation as to the numbers of payments per month.
- Bill payments will be processed at 8:00 a.m. and 3:00 p.m. on any business day.
- Payments submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date as the payment's processing date, the payment will be processed on the first business day following the designated processing date.
- When a recurring payment is processed, the next payment date is automatically rescheduled by the system. If the next processing date is a non-business date, it is adjusted based upon your selection of "Pay Before" or "Pay After".
- A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.
- Bill payment will be deactivated if ASBT customer login has been inactive for 180 days. One time and recurring transfers and payments will resume once the account is activated.

- Some check and electronic payments may require additional processing time due to applicable laws.
- The payee of any payment through ASBT Bill Payment must be located in the United States.
- The payee of any payment through ASBT Bill Payment cannot be a party that we regard as ineligible.
- You are responsible for ensuring the accuracy of the information on your payee list.
- You are responsible for paying the fees associated with the use of this service. Contact the bank or see the bank fee schedule for details.

If you are a business using ASBT Bill Pay, you are subject and agree to the following additional terms and conditions for ACH origination:

- You authorize ASBT to originate Entries on your behalf from any of your deposit accounts designated by you as a source of payment to third parties by ACH.
- Your rights and obligations with respect to any Entry are governed by the operating rules and operating guidelines of the National Automated Clearing House Association (“NACHA”) and Appendices to the rules of NACHA, as amended from time to time (the “ACH Rules”), this Agreement, and applicable law, including but not limited to Article 4A of the Uniform Commercial Code as adopted in North Dakota. You agree to comply with and be bound by the ACH Rules and applicable laws, regulations, and regulatory requirements, and that you will not transmit any Entry or engage in any act or omission that violates or causes ASBT to violate the ACH Rules, applicable laws, regulations, or regulatory requirements.
- Business entities utilizing the consumer Internet Bill Payment services are restricted to the consumer ACH Standard Entry Class Code, CIE (Customer Initiated Entry).
- ASBT may terminate this Agreement immediately as a result of your breach of any of the terms and conditions of this Agreement or by any legal or regulatory action by any regulatory agency which governs or supervises ASBT.
- You agree that ASBT has the right to periodically audit your compliance with this Agreement and the ACH Rules. You agree to permit such audit and assist ASBT as ASBT deems reasonably necessary in its sole discretion.

STOP-PAYMENT ORDERS. Please refer to your Deposit Account Terms and Conditions regarding stop payment orders and the fee schedule for the amount we will charge you for each stop payment order you give.

HOURS OF OPERATION. You ordinarily can participate in Digital Banking Services 24 hours a day 7 days a week. However, we reserve the right to suspend Digital Banking Services from time to time as we deem appropriate.

TRANSFER POSTING. Transfers entered through Digital Banking Services on or before 6:00pm CT on any business day will be posted on the same day. Transactions entered through Digital Banking

Services on weekends, federal holidays or after 6:00pm CT on a business day will be posted by the end of the next business day.

ASSIGNMENT AND DELEGATION. We can assign our interest and responsibilities under this Agreement, delegate our responsibilities under this Agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this Agreement, as we deem appropriate.

LIMITATIONS ON FREQUENCY OF TRANSFERS. Transfers are subject to all withdrawal and transfer limitation as described in the 'Truth-in-Savings' disclosure.

TERMINATION BY BANK. We can terminate your right to participate in Digital Banking Services at any time, in whole or in part, if you fail to comply with these terms or the terms of your account agreements with us. Your access to ASBT Digital Banking will be terminated automatically if all your accounts accessed through ASBT Digital Banking are closed. Your ASBT Digital Banking account will go dormant if you have not logged into your account for a period of one hundred eight (180) days. Your ASBT Digital Banking account will be terminated if you have not logged into your account for a period of three hundred sixty five (365) days. If your ASBT Digital Banking account goes dormant or is terminated, you will no longer have access to your accounts online and any scheduled transfers or bill payments will not be initiated.

TERMINATION BY CUSTOMER. Your Digital Banking Services remain in effect until they are terminated by you or us. You may cancel any of your Digital Banking Services at any time by notifying us in writing of your intent to cancel. This cancellation applies to your Digital Banking Services only and does not terminate your accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

CHANGE IN FEATURES. We retain and reserve the right to amend, modify or terminate the options, features and services included or offered in Digital Banking Services as we may see fit from time to time without notice to you, and no such amendment, modification or termination shall constitute a breach of this Agreement.

CHANGES IN TERMS. We can change the terms and conditions of this Agreement from time to time in our sole discretion by giving you notice as required by law. Continued use of Digital Banking Services by you after notice of a change in terms constitutes acceptance of the change.

NOTICES. Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

IRRECONCILABLE CONFLICTS. The terms and conditions of this Agreement supersede those of your deposit or loan account agreements to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using Digital Banking Services. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to Digital Banking Services, even if your account agreements provide that multiple signatures are required for withdrawal.

FEES. Please refer to our separate fee schedule for additional information about charges. We can debit any fees to any of your deposit accounts without notice. Internet fees, text messaging rates, data rates and other taxes and additional fees from your Internet Service Provider and your Mobile Phone Service Provider may apply when using Digital Banking Services. Check with your specific service provider for more information on fees.

PERIODIC STATEMENTS. Your Digital Banking Services activity will appear on your periodic account statement. You will get a monthly account statement from us for your deposit accounts, unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

LIABILITY FOR FAILURE TO MAKE TRANSACTIONS. If we do not complete a transfer to or from your account on time and in a 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:

- If, through no fault of ours, you do not have enough money in your account to make the transaction.
- If you have an overdraft line, and the transaction would go over the credit limit.
- If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transaction.
- There may be other exceptions stated in our account agreement with you.

Except as expressly required by this Agreement or otherwise required by law, we will not be liable for any losses or damages resulting from deficiencies in your computer hardware or software or in your ability or care in using them, or problems relating to your access to the internet.

CONFIDENTIALITY. We can disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or

- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- As explained in our separate privacy disclosure.

UNAUTHORIZED ELECTRONIC TRANSFERS

Consumer Liability (Consumers Only). Tell us AT ONCE if you believe your ASBT Digital Banking user ID, password, or other means of accessing your accounts has been lost or stolen or discovered by an unauthorized person, or if you believe that an electronic fund transfer has been made without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your ASBT Digital Banking user ID, password, or other means of accessing your accounts could cause you to lose all the money in your accounts plus any amounts available under your lines of credit.

If you tell us within 2 business days after you learn of the loss, theft or discovery by an unauthorized person of your Digital Banking user ID, password, or other means of accessing your accounts, you can lose no more than \$50 if someone uses your ASBT Digital Banking user ID, password, or other means of accessing your accounts without your permission.

If you do NOT tell us within 2 business days after you learn of the loss, theft or discovery by an unauthorized person of your ASBT Digital Banking user ID, password, or other means of accessing your accounts, and we prove we could have stopped someone from using your ASBT Digital Banking user ID, password, or other means of accessing your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or was provided electronically if you consented to receiving the statement that way, 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 periods for a reasonable period.

When you give someone your ASBT Digital Banking user ID, password, or other means of accessing your accounts, you are authorizing that person to access and use your Digital Banking Services, and you are responsible for all transactions that person performs while using your Digital Banking Services. All transactions that a person performs, even those transactions you did not intend or

want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Error Resolution Notice (Consumers Only). In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, 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 no later than 60 days after we sent you, or provided electronically to you if you consented to receive that way, the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- 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 (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 (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint 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 this 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.

American State Bank & Trust Company of Williston

PO Box 1446

Williston, ND 58802

(701) 774-4100 Business Days: Monday through Friday Excluding Federal Holidays

ADDITIONAL PROVISIONS (Business Customers Only)

By accepting this Agreement, you acknowledge that American State Bank & Trust Company has commercially reasonable online banking security measures in place, but that no security measures can be all inclusive or foolproof for preventing unauthorized or fraudulent transactions, theft, or account takeover through online banking.

You further acknowledge your responsibility to reconcile your accounts on a daily basis and notify us immediately in the event a discrepancy is identified. Business accounts are not covered under Regulation E or any other consumer law limiting liability with respect to unauthorized use of Digital Banking Services. In addition, the resolution process for business customers differs from that identified above for consumer customers. Business customers are required to notify us within one business day of unauthorized activity. Notification of unauthorized activity does not guarantee a recovery of any loss incurred. Upon proper notification, the bank will proceed with the investigation process and advise you of the results of its investigation.

You agree that we may send notices and other communications, including confirmation of your ASBT Digital Banking user ID, password, or other means of accessing your accounts, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your ASBT Digital Banking user ID, password, or other means of accessing your accounts secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your ASBT Digital Banking user ID, password, or other means of accessing your accounts that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new ASBT Digital Banking user ID, password, or other means of accessing your accounts if you believe your ASBT Digital Banking user ID, password, or other means of accessing your accounts may have become known to an unauthorized person. We will have no liability to you for any unauthorized payment or transfer made using your ASBT Digital Banking user ID, password, or other means of accessing your accounts that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your ASBT Digital Banking user ID, password, or other means of accessing your accounts even without receiving such notice from you, if we suspect your ASBT Digital Banking user ID, password, or other means of accessing your accounts is being used in an unauthorized or fraudulent manner.

EXECUTION

The person agreeing to this Agreement represents and warrants that he or she has full authority to agree and accept the terms and conditions of this Agreement and, if agreeing on behalf of an entity, organization or other account owner, that he or she has full authority to agree on behalf of such entity, organization or other account owner. This Agreement shall be binding upon the parties and their respective successors and assigns. The account owner shall notify us immediately of any change in the person authorized to agree on behalf of the account owner. By accepting this Agreement, you certify the representations made and agree, on behalf of yourself and/or the entity, organization or other account owner on whose behalf you are agreeing to this Agreement, to all of

the terms and conditions set forth in this Agreement and acknowledge receipt of a copy of this Agreement.

THIS PRODUCT IS NOT AVAILABLE TO PERSONS UNDER AGE 18 WITHOUT THE WRITTEN CONSENT AND GUARANTY OF PAYMENT BY A PARENT OR GUARDIAN

Digital Banking Services Agreement 02/05/2025