

Terms of Use

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS. BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THE TERMS BELOW.

General

You (the “User(s)”, or “You”) have accessed this website (the “Site”) through which You can log-in to SouthState Bank, N.A.’s (“SouthState”, “we”, “our”) Services (as defined and further detailed below). “User” or “You” includes any corporate or partnership entity as well as the individual owners of such entities, as the context indicates. Each of the Users may use the Site in accordance with the terms and conditions hereunder.

Acceptance of the Terms

By entering, connecting to, accessing or using the Site, You acknowledge that You have read and understood these Terms and Conditions, including the terms of the Privacy Policy available at: <https://www.southstatebank.com/global/help/online-privacy-policy> (collectively, the “Terms”) and You agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and You acknowledge that these Terms constitute a binding and enforceable legal contract between SouthState and You. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE SITE IN ANY MANNER.

The Services

The Services include without limitation (i) software and/or a service which allows You to file your loan applications to the SouthState, to deliver to SouthState all necessary information and documents required in order to examine your loan application, and manage your loan application process and communications with SouthState efficiently; and (ii) a service which allows your Information, and conclusions arising based on your information, that is required for SouthState according to SouthState’s standards and requirements, to determine if it approves your loan application. The information includes information provided directly from You whether online or by email, phone, or documents that were uploaded to the software either by You or by the SouthState’s employee. Additional information in connection to the application may be collected from vendors or third-parties that interact with us in connection with the services.

Use of the Services shall be solely for your own, private purposes and for no other purpose whatsoever. You agree that: (a) You shall not share your Login Information, nor let anyone else access your Application or do anything else that might jeopardize the security of your Application; (b) In the event You become aware of or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of your Login Information or unauthorized access to your Application, You must immediately notify SouthState and modify your Login Information; (c) You are solely responsible for maintaining the confidentiality of the Login Information, and You will be responsible for all uses of your Login Information, whether or not authorized by You; (d) You are responsible for anything that happens through your Application, whether or not such actions were taken by You, including, for the avoidance of doubt, actions taken by third parties. You shall accept full responsibility for any unauthorized use of the Services.

SouthState is relying on the Information You provide for determining the approval of your Loan application. You understand that if and to the extent that the Information You provided in the Site is found to be false, inaccurate or misleading, You will bear full responsibility for all damages caused to SouthState. **The penalty for knowingly making a false statement to obtain a loan guaranteed by the Small Business Administration (SBA) can include fines of up to \$25,000 and imprisonment of up to five years, pursuant to 18 U.S.C. § 1001. False statements to a federally insured depository institution may be punished with fines up to \$1,000,000 and/or imprisonment for up to 30 years pursuant to 18 U.S.C. § 1014.**

SouthState is entitled to stop your loan process and the Services at any stage during the submission of the loan application or afterwards, for any reason, including but not limited to, if the system detects an error, an immediate incompatibility or at any event that a concern regarding the violation of the Terms or any applicable law or regulation.

Your Information

All information You provide to us during your use of the Services, which may include your name, e-mail address, address, principal(s) and guarantor(s) information, contact information, financial information, bank statements, tax returns, Social Security number, bank details, property information, your Credit Reports' data, your Loan application forms and any information and documents You provide and any conclusion or analysis that arises from such information shall all be defined herein as "Information".

You give us your consent and authorize us to access and use your Information content, or other information we collect from the Site in order to perform the Services, and to send the Information and any Report arises from the Information to SouthState, and to conduct any other permissible use according to our Terms and Privacy Policy. Any Information You provide when creating or using the Services will be held and used in accordance with SouthState's Privacy Policy available at "Privacy Policy" which constitutes an integral part of these Terms.

Credit Report

By creating an Application, You have provided written instructions in accordance with the Fair Credit Reporting Act (FCRA), for SouthState to obtain your credit report and/or credit score(s) on a recurring basis to provide and such information may be obtained from Experian, FICO, and/or Equifax (Credit Bureaus) or any other credit reporting company. You understand and agree that, pursuant to such authorization, SouthState may access your credit profile, including without limitation, your credit report, credit score(s) and other related information, to, among other things, verify your identity and to provide additional products, services, features, and/or functionality to you, and that they shall be offered pursuant to the same authorization you provided SouthState for SouthState to obtain your credit report and/or credit score(s) on a recurring basis to provide them to you review while you are doing business with SouthState.

Intellectual Property Rights

The Site and its content are SouthState or others proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned by and/or licensed to SouthState or others and are protected by applicable patent, copyright and other intellectual property laws and international conventions and treaties. The Terms do not convey to You an interest in or to the Intellectual Property.

Availability

The Site's availability and functionality depends on various factors, such as communication networks. There is no warranty or guarantee that the Site will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

Representations and Warranties

You represent and warrant that: (a) You have the power and authority to agree to these Terms and Conditions; (b) all Information You provide to SouthState including documents and any other content, in connection with the Site is accurate, current, and complete; (c) You will not misrepresent Your identity, Information, documents You submit, account information, or any other materials You represent on the Site; (d) You will keep Your Account Information secure, up to date, and accurate.

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL SOUTHSTATE, INCLUDING SOUTHSTATE'S REPRESENTATIVES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY),

INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SERVICES AND/OR THE SITE AND/OR ANY COMMUNICATIONS AND INTERACTIONS OR MEETINGS WITH USERS OF THE SITE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE AS A RESULT OF YOUR USE OF THE SERVICES, YOUR USE OR INABILITY TO USE THE SITE AND/OR THE FAILURE OF THE SITE TO PERFORM AS REPRESENTED OR EXPECTED, OR FROM THE PERFORMANCE OR FAILURE OF SOUTHSTATE TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF SOUTHSTATE OR SOUTHSTATE'S REPRESENTATIVES BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, GUARANTEE OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER SOUTHSTATE OR SOUTHSTATE'S REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, SOUTHSTATE'S AND SOUTHSTATE'S REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICES AND/OR THE SITE AND/OR THE CONTENT SHALL BE LIMITED TO \$100.00 (ONE HUNDRED US DOLLARS). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM SOUTHSTATE AND SOUTHSTATE'S REPRESENTATIVES.

Indemnification

You agree to defend, indemnify and hold harmless SouthState, including SouthState's Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) Your use, misuse of, inability to use and/or activities in connection with the Services and/or the Site; (ii) Your violation of any of these Terms; (iii) Your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party, in connection with Your use of the Site; and (iv) any fraud, misrepresentation, deception, false presentation of Information, partial presentation of Information, incorrect presentation of Information, any misleading conduct or any other violation of any applicable law or regulation while using the Services and the Site; (v) any damage of any sort, whether direct, indirect, special or consequential, You may cause to any third party with relation to the Site.

Termination and Changes

SouthState may, at any time without notice discontinue your use of the Site and Services, at its sole discretion, in addition to any other remedies that may be available to SouthState under any applicable law. In addition, You hereby acknowledge that this Site may be changed, or removed at any time without any notice to You. You agree that SouthState shall not be liable to You or to any third party for any modification, suspension, or discontinuance of this Site or any of its content included therein.

Governing Law

Any claim relating to the Site or the use thereof will be governed by and interpreted in accordance with the laws of the State of Florida.

U.S. Patriot Act Disclosure — Important Information About Procedures for Opening a New Account To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for You: If you receive a loan from the SouthState, this is considered an account. When You open an account, the SouthState will ask for your name, address, date of birth, and other information that will allow the SouthState to identify You. SouthState may also ask to see your driver's license or other identifying documents.

For information, questions concerning the Terms or notification of errors, You may contact: SouthState Bank N.A., Attn: SBA Small Loans, 1951 8th Street NW, Winter Haven, FL 33881