



CHANGE IN TERMS – RETAIL ONLINE BANKING TERMS AND CONDITIONS EFFECTIVE JULY 12, 2024

Effective July 12, 2024, we are amending the Retail Online Banking Terms and Conditions (“OLB Agreement”). Other than changes to Zelle limits, the services and features are not changing. Please review the updated OLB Agreement, immediately following the current OLB Agreement, carefully and print or download and save a copy of the OLB Agreement and this notice for your records.

The changes to the OLB Agreement are as follows:

The name of the OLB Agreement is changing to the “Retail Digital Banking Terms and Conditions” and the name of the service is changing to the Digital Banking Service.

If you are enrolled in eStatements, periodic account statements will be sent electronically; other Documents, including Deposit Item Returned Notices, may be sent electronically or by U.S. mail at our discretion. If your Account is closed, we clarified that you will have access through Digital Banking to electronic statements and other Documents for at least 60 days. After that, paper copies may be requested per the ESIGN Agreement.

At certain times, Digital Banking may not be available (for example, for maintenance); at our discretion, we may notify you.

Regarding Bill Payments,

- To use Bill Payments, you must have a Byline checking or money market account.
- Prohibited payments include payments:
 - to unlawful Internet gambling sites,
 - made to or at the direction of government agencies, organizations, or institutions,
 - in response to a court-directed payment plan (for example, court-ordered amounts for alimony or child support),
 - to “cash”, and
 - otherwise prohibited by law
- Exception payments include payments to deposit or brokerage accounts, or to settle securities transactions.
- We have the right to reject or not process any payment instruction, and our Service Guarantee does not apply.
- You agree to have sufficient available funds on the Business Day before each Payment Deliver By Date
- A Repeating Payment will be sent on the prior Business Day if the Deliver By Date falls on a non-Business Day
- Only the person who scheduled a Bill Payment Instruction may cancel or change it.

Regarding Fund Transfers,

- External Transfers are limited to three (3) per day and ten (10) per calendar month.
- The cutoff time for Internal Transfers is 8:00 PM Central Time.

For Bill Payments and External Transfers,

- If there are insufficient available funds in your Account to pay a Bill Payment or External Transfer, we may, but are not obligated to advance the funds to make the payment or transfer.
- If there are insufficient funds in your Account and we advance funds to complete the Payment or



Transfer, we may attempt to debit your Account up to three (3) times on subsequent days without notice to you and the debit may result in an overdraft. Any amounts that we have advanced are immediately due and payable. If we advance the funds, we may suspend the respective service until we have been repaid, which means that other Bill Payments or External Transfers, as applicable, will not be delivered and you will not be able to schedule additional transactions. If you are enrolled in the Overdraft Protection Service or have an overdraft line of credit, those services do cover Payments and External Transfers, subject to their terms and conditions.

- We are not liable for transaction and instruction errors transmitted by you, regardless of whether we followed security procedures.
- To authorize a repeating Payment or External Transfer, you agree to have a means to print or download and save a copy of your authorization. If you do not have a printer or means to download and save a copy, you agree to continue to authorize a repeating Payment or External Transfer on a transaction-by-transaction basis until you have a means of printing a copy of your authorization. Also, if you schedule a repeating Payment Instruction or External Transfer, the transactions will continue until the end date you requested, or if no end date was requested, until you cancel or change them.

For Stop Payment Requests placed through Digital Banking,

- For Checks (other than Bill Payment Checks), the cutoff time is 6:00 PM CT.
- Stop payment requests for all Checks are valid for 180 days.

For Zelle Transfers,

We are changing the Zelle Transfer default limit to \$500 per transfer (from \$1,000) and a combined total of \$750 per calendar day (from \$1,000).

Additionally, if you previously requested a higher Zelle Transfer limit, your limit has changed to \$1,000 per transfer (from \$2,000) and combined total of \$1,500 per calendar day (from \$4,000). If you are unsure of your current Zelle Transfer limit, please contact us at the number provided below.

We've updated how we may deliver notices to you regarding the OLB Agreement to include SMS text, regular U.S. mail, and phone. Note, unless otherwise expressly authorized, you must mail notices to us.

We eliminated the arbitration provision. The arbitration provision in the Deposit Account Agreement will apply to Digital Banking.

We've made additional changes to the OLB Agreement, including: adding a conflicts provision clarifying which agreement (such as the deposit account agreement or digital banking agreement) applies if there is an inconsistency (Introductory Section); clarified "applicable law" and "EFT" definitions (Definitions Section); expanded on how you should keep your User ID and password confidential (User ID and Password Section) and security procedures (Additional Security Section); confirmed our right to cancel your Mobile Banking enrollment, for example if we cannot verify device information (Mobile Banking Section); added Bill Payment cut-off times and guidelines for scheduling (Payment Scheduling and Completion Section); clarified the information needed for you to make a stop payment request on a bill payment check (Stop Payment Requests Section); enhanced the e-bills enrollment description and confirmed that it may take up to five (5) business days to complete activation of an e-bill (Electronic Bill Delivery and Presentment Section); confirmed that we may use audit logs to track access, viewing and use of electronic data re Digital Banking (Privacy Service Section); confirmed that there may be limited access to Digital Banking in certain jurisdictions (Geographic Restrictions Section).

We're always here to help, so if you have any questions or would like any additional information, please contact us at (773) 244-7000 for additional information.

EFFECTIVE: May 8, 2023

THIS RETAIL ONLINE BANKING TERMS AND CONDITIONS (this “**Agreement**”) sets forth the terms and conditions governing the Online Service. By checking the box at the end of this Agreement, you agree to the terms and conditions of this Agreement, and your acceptance of this Agreement on one computer or Mobile Device constitutes your acceptance on any computer or Mobile Device that you may use to access the Online Service. As used herein, the terms “we,” “us,” “our,” and the “Bank” refer to the Bank. “You” refers to each person who has applied for or uses the Online Service; and the “Online Service” means Mobile Banking, Bill Payment, Mobile Deposit, and Funds Transfer and all other products and services provided through the Online Service or Mobile Banking. Each of your Accounts is also governed by the applicable account agreement and disclosure statement (“**Account Disclosure**”).

This Agreement provides consumer protections for our customers who use the Online Service for personal, family or household purposes, and those consumer protections set forth in this Agreement do not apply if the Online Service is used for business purposes.

I. DEFINITIONS. In addition to those terms otherwise defined herein, the following terms when used in this Agreement shall have the following meanings:

“**Accounts**” means your accounts with us that are eligible to be accessed through the Online Service and/or Mobile Banking.

“**Bill Payment**” means the bill payment services described herein offered by us through FIS Bill Pay.

“**Bill Payment Account**” is the checking account from which Bill Payments and fees for use of Bill Payment will be debited or credited, as applicable.

“**Business Day**” means Monday through Friday, excluding any federal or bank holidays.

“**Funds Transfer Service**” means the transfer of funds between any of your accounts with us or any of your accounts at other financial institutions, as described herein.

An “**Item**” is an original: check, cashier’s check, official check, U.S. Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Items are deemed to be “items” under the Uniform Commercial Code and “checks” under the Expedited Funds Availability Act and Regulation CC.

“**Payee**” is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“**Payment Date**” is the date that you request the payment is completed.

“**Payment Delivery Date**” is either (i) the date disclosed by FIS as the date on which the payment will be delivered to the payee, or (ii) the date determined according to the lead days and cut-off times required for the applicable payee.

“**Payment Due Date**” is the date on which a payment is due, as set by the applicable payee, or if such day is not a Business day, the most recent Business Day preceding such date.

“**Payment Instruction**” is the information provided by you to us for a Bill Payment to be made to a Payee (e.g. the Payee’s name, account number and Scheduled Payment Date).

“**Mobile Banking**” is the service that grants instant and secure connectivity to your Accounts using your Mobile Device, as described herein.

“**Mobile Deposit**” means the remote deposit transaction service which allows you to deposit Items electronically using your supported Mobile Device.

“**Mobile Device**” means any device acceptable to us that provides for the capture of images from Items and for transmission through the clearing process. Supported devices are subject to change without prior notice to you. The term “Mobile Device” shall apply to any mobile device that you use to access Mobile Banking regardless of whether you own such Mobile Device.

II. ACCESSING THE ONLINE SERVICE.

A. Accessing the Online Service. To access your Accounts through the Online Service, you must have at least one eligible Account and you must be an authorized signer on such Account. Through the Online Service, you will be entitled to authorize various transactions electronically that otherwise would require written authorization. By using the Online Service, you agree that we are authorized to complete each transaction initiated electronically through the Online Service, including funds transfers and Bill Payments and that this Agreement replaces any requirements you may have otherwise imposed on your Accounts, including multiple signature requirements. We reserve the right to deny you access to the Online Service for any reason, including our inability to verify your identity.

B. Benefits of Using the Online Service. With the Online Service, you can manage your personal or small business Accounts from your home or office on your personal computer or Mobile Device. You can use the Online Service to do the following, among other things:

- View Account balances and review transaction history.
- Transfer money between your Accounts and your accounts at other financial institutions.
- Pay bills or transfer funds to select merchants, institution(s) or individual(s).
- Stop payment on checks.
- View and archive electronic documents, including Account statements and notices.

C. Username and Password. Upon your enrollment in the Online Service, you will be given a temporary password. Upon logging on to the Online Service, you will be required to create a new password. You will use the username and password at the time of each subsequent login to the Online Service. For security purposes, it is recommended that you memorize your password and do not write it down. You may change your password using the option buttons within the Online Service. We recommend you change your online password regularly and may require that you change your username and password from time to time.

By entering into this Agreement and using the Online Service, you agree to protect the security of your username and password, any other personally identifiable information and your Mobile Device. Any person having access to your username and password and/or your Mobile Device will be able to access the Online Service and review information and make transfers, among other things. Except as otherwise provided herein, you are responsible for all transactions made using your username and password, and all transactions performed using your username and password, even if not intended by you, are considered authorized by you.

We will never request your username or password. If you are ever contacted by anyone asking for your username or password, you should refuse and immediately contact us. You may be the target of attempted identity theft. If you believe that your username or password or other means to access your Account, including your Mobile Device, have been lost or stolen or that someone may attempt to use the Online Service without your consent, you must notify us at once by calling Customer Support at (773) 244-7000 or writing us at PO Box 7969, Carol Stream, IL. 60197-7969. In case of emergency, telephoning is the best way to contact us.

D. Hardware and Software Requirements. In order to access and use the Online Service and to receive Communications (as defined herein) electronically, you must have:

- An Internet browser that supports 128-bit encryption, e.g. the latest versions of Internet Explorer, Chrome or Safari.
- An e-mail account and e-mail software capable of reading and responding to e-mail.
- A personal computer or other device, operating system and telecommunications connections to the Internet capable of supporting the Online Service.
- Software which permits you to receive, access and download Portable Document Format or "PDF" files, such as Adobe Acrobat Reader version 8.0 and above (available for downloading at <http://www.adobe.com/product/acrobat/readstep2.html>).

To retain a copy of the Communications, your computer or Mobile Device must have the ability to download and store PDF files. We also recommend that you have a printer capable of printing, for your records, paper copies of the Communications.

In order to access and use Mobile Banking you must have a supported Mobile Device enabled to receive and transmit data, and which includes texting functionality, if required.

It is your responsibility to ensure that all computers and devices, including Mobile Devices, used by you to access the Online Service comply with the Online Service's hardware and software requirements.

E. Security. The Online Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet.

- The Online Service uses the Transport Layer Security (TLS) encryption technology. Your browser automatically activates this technology when it attempts to connect to the Online Service. Whenever TLS is securing your communications, your browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked."
- The servers hosting the Online Service have been certified by a certificate authority to ensure you are actually talking to us instead of someone pretending to be us. If you are using an older browser, you will see that the certificate authority's key may have expired. You will need to update your browser. By clicking on the lock, you can view the certificate to ensure it is valid.
- A persistent encrypted cookie will be passed to your computer or Mobile Device in order to confirm your identity. This cookie enables us to process multiple transactions during the session without you having to provide your username and password for each individual transaction. You should ensure that your browser will accept persistent cookies. Your security is enhanced by acceptance of the cookie, which is stored on your computer's hard-drive.

We are not responsible for any damage to your computer, modem, Mobile Device or other property resulting from the use of the Online Service, including damage from any electronic virus, worms, Trojan Horses or other similar harmful components that you may encounter. You are solely responsible for the proper installation, configuration, and maintenance of any intrusion detection system that you may use, and we will not be responsible if any non-public personal information is accessed via the Online Service due to any virus residing in or being contracted by your computer or your Mobile Device.

F. Consent to Electronic Delivery. The following disclosures are required by the federal Electronic Signatures in Global and National Commerce Act.

Acceptance of Electronic Delivery. The Online Service is an electronic, Internet-based service. By checking the box to accept this Agreement and using the Online Service, you are consenting to receive the following categories of information (the "Communications") relating to the Online Service electronically. By accepting this Agreement, you further represent that you can receive an access the Communications electronically and that you have satisfied the hardware and software requirements contained in this Agreement. You understand that your ability to receive the Communications is dependent upon your maintaining a valid e-mail address with us.

All Communications in either electronic or paper format will be considered to be "in writing". You should print a paper copy of all electronic Communications and retail copies of your records.

Your consent to receive electronic Communications includes:

- All legal and/or regulatory disclosures and communications associated with the products and services available through the Online Service including Mobile Deposit and any amendments, modifications or supplements to this Agreement;
- Any initial, periodic, or other disclosure notices provided in connection with the Online Service or Mobile Deposit including any amendments, modifications or supplements to it, including those required by federal or state law;
- Your records of funds transfers and other transactions through the Online Service and Mobile Deposit, including without limitation confirmations of individual transactions; and
- Any other communications related to the Online Service

All electronic Communications will be provided by one of the following methods:

- Via e-mail (Any electronic Communication sent by e-mail will be deemed to have been received by you when we or our service provider send it to you, whether or not you receive the e-mail);
- By access to a web site that we will designate in an e-mail notice we send to you at the time the information is available;
- To the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose;
- By posting the Communications to the Online Service; or
- By requesting you download a PDF containing the Communication.

Your acceptance of this Agreement and consent to receive Communications electronically does not automatically enroll you in eStatements.

Withdrawal of Consent. You may withdraw your consent to receive the Communications electronically at any time. To withdraw your consent prior to completing your enrollment in the Online Service, simply exit this session prior to accepting this Agreement. To withdraw your consent after you have already enrolled contact us at (773) 244-7000 or write us at PO Box 7969, Carol Stream, IL. 60197-7969. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of the Online Services will be terminated. Upon the withdrawal of your consent, you will be required to provide us with a mailing address where we can send any future Communications, and your withdrawal of consent will be effective only after we have a reasonable period of time to process the withdrawal.

Updating Your Records. It is your responsibility to provide us with an accurate e-mail address, contact information, and other information related to your Account(s) and to maintain and update promptly any change in this information. You can update your contact information by using the Customer Service page in the Online Service. We may continue to deliver Communications to your address of record until five (5) Business Days after you have updated your records through the Online Service.

Requesting Paper Copies. You agree that any Communication delivered electronically will not be mailed to you unless you specifically request it. To request a paper copy of any Communication contact us at (773) 244-7000 or write us at PO Box 7969, Carol Stream, IL. 60197-7969. Paper copies of Communications will be mailed at no charge. Copies of previously issued Account statements, copies of checks, or other account specific items may carry a fee. Please refer to the "Consumer Product & Service Fee Disclosure or the Business Product & Service Fee Disclosure, where applicable" for details of applicable fee.

Termination or Modification. We reserve the right, in our sole discretion, to discontinue the electronic delivery of your Communications or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

G. eStatements and Notices. You have the right to receive paper statements for any Account that you access via Online Banking, and you may elect to receive Account statements and notices electronically (collectively, "eStatements") as detailed below. Generally, you will receive your eStatements at the same frequency as you would have received your paper statements and notices.

Any Account owner, Authorized Signer, or online user authorized by you, may enroll in eStatements. If an Account has multiple owners, the registered Account will no longer appear on any paper statement but it will be available to all owners who have online access to your Account.

Once enrolled in eStatements the following documents will be sent electronically:

- Address change notices;
- Payment or transfer notices;
- Certificate of Deposit renewal and interest posting or rate notices;
- Chargeback notices;
- Loan payment or past due notices;
- Overdraft notices; and

- Safe Deposit Box notices.

Once you enroll in eStatements, you will no longer receive paper versions of the above document types unless you specifically request them. The same terms apply with respect to electronically delivered eStatements as for those delivered in paper form and the Account Disclosures you previously received remain in effect. We may change, suspend or eliminate any or all aspects of this delivery service upon notice to you.

You are responsible for saving your electronic documents for your own record keeping purposes. If you close an account, you may no longer have online access to the associated electronic documents. You can always request a paper copy of any past statements or notices by submitting a request as set forth above, in which case a fee may be imposed.

H. Fees and Charges. There are currently no fees for accessing your Account(s) through the Online Service. However, there may be fees associated certain optional banking services and features, e.g. Bill Payment. Please refer to the “Consumer Product & Service Fee Disclosure or the Business Product & Service Fee Disclosure, where applicable” for details of applicable fees. You agree to pay promptly all fees and charges for services provided under this Agreement and to be responsible for any third-party charges (e.g., Internet, telephone, SMS) incurred by using the Online Service, including Mobile Banking.

We may ask you to designate an Account for the payment of such fees, and you authorize us to charge the Account that you have designated as the payment account. However, if for any reason we cannot access such Account, including because of your closure of such Account, you authorize us to deduct any such fees from any account in which you are an owner of. We reserve the right to charge fees in the future for using the Online Service at any time. We will, at our option, notify you online, send a notice to you at the address shown on our records, or send you an e-mail, as required by applicable law. Your continued use of the Online Service will constitute your acceptance of such fees.

I. New Services. We may, from time to time, introduce new online services. By using these services when they become available, you agree to be bound by the rules governing your use of the services. Not all services described herein or offered by us in the future may be available to all customers or all accounts.

J. Transfers from Certain Accounts. Current federal regulations limit the number of transfers that can be made from certain accounts (e.g., a savings account or money market accounts) as described in the applicable Account Disclosure. A transfer made through the Online Service from such accounts will be subject to the same limitations.

K. Overdrafts. If your account has insufficient funds to perform all electronic funds transfers that you have requested for a given Business Day, then:

- Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority; and
- The electronic funds transfers initiated through the Online Service may result in an overdraft of your account and may, at our discretion, be canceled.

In the event a transfer initiated through the Online Service results in an overdraft of your account, you will be charged the standard overdraft fee as described in the Consumer Product and Services Fee Schedule or the Business Product and Services Fee Schedule, as applicable.

L. Hours of Accessibility. You can access your Accounts through the Online Service seven days a week, 24-hours a day. However, at certain times, some or all of the Online Service may not be available, and we will use commercially reasonable efforts to notify you when this occurs.

M. Secured E-Mail. We provide you with secured e-mail through the Online Service to ask questions about your Account(s), to provide general feedback and to receive notifications about the Online Service and your Accounts. E-mail is accessible after you sign on to the Online Service. To ensure the security of your account information, we recommend that you use the e-mail feature within the Online Service when asking specific questions about your Account(s). You cannot use e-mail to initiate transactions on your Account(s).

III. MOBILE BANKING.

A. Mobile Banking. To access Mobile Banking, you must be enrolled in Online Service or register through your Mobile Device. As part of the registration process, you may be required to provide information about your Mobile Device, as well as the telephone number for your Mobile Device. ***It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.*** We reserve the right to refuse or cancel your registration for Mobile Banking if we cannot verify information about your Mobile Device.

You may also be required to download and install an application or other software to your Mobile Device (a "Mobile Application") to access and use Mobile Banking. It is solely your responsibility to download and install the Mobile Application. We have no responsibility to notify you of any changes to or new releases of the Mobile Application and have no liability for any claims or damages arising from or relating to your failure to download and install any required Mobile Application. You agree that the Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking and is licensed to you "AS IS" without any warranty. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. You release us, our service providers, affiliates and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application and agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application. You understand and agree that although Mobile Banking is encrypted, it may include personal or confidential information about you such as your account activity or status.

You are responsible for maintaining the security of your Mobile Device. Your Mobile Device is subject to the same security risks as a computer, and it is your responsibility to maintain anti-virus and anti-spyware programs on your Mobile Device. Except as otherwise provided herein, you are responsible for all transactions made using your Mobile Device, and all transactions performed using your Mobile Device, even if not intended by you, are considered transactions authorized by you. Mobile Banking will display sensitive information about your mobile Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device may be able to view this information.

Mobile Banking is provided for your convenience and does not replace your monthly account statement(s). In addition, the products, services or functionality described on the Online Service and this Agreement may not be available through Mobile Banking, and we reserve the right to determine your eligibility for any product, service, or functionality.

B. Mobile Deposit. After installing the Mobile Application, you may use Mobile Deposit as long as your Account is in good standing and you are using a supported Mobile Device equipped with an auto-focus camera. Your use of Mobile Deposit will be governed by the Mobile Deposit Addendum, which will be provided to you the first time you use Mobile Deposit.

C. Use of Geolocation. We reserve the right, at our sole discretion, to obtain your location through your Mobile Device and use such location information for fraud prevention and other purposes. Before we obtain your location, we will present you with an on-screen notice alerting you that we will capture your location. If you do not consent to our obtaining and using your location information, you must immediately discontinue your use of Mobile Banking. For more information on how we use your location, please see our privacy policy by clicking on "Privacy Policy" in the Online Service.

D. Zelle. Enrollment in and use of Zelle are governed by the **Zelle Terms & Conditions** which must be accepted upon enrollment in the Byline Bank mobile app. Zelle may only be used with consumer Accounts that are for personal, family or household purposes.

Zelle Transfer Limits: Subject to available funds, \$1,000 per transfer and a combined total of \$1,000 in transfers per calendar day.

IV. BILL PAYMENT.

A. Bill Payment. Bill Payment allows you to pay your bills electronically through the Online Service using electronic payments, electronic checks or draft checks, among others. We reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include electronic payment or laser draft payment.

B. Payment Scheduling. We begin processing most electronic payments the business day before the Due Date. For Check payments, we will begin processing four (4) Business Days prior to your Scheduled Due Date. When scheduling payments you must select a Scheduled Due Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Due Dates should be prior to any late date or grace period. We begin processing most electronic payments the business day before the Due Date. For Check payments, we will begin processing four (4) Business Days prior to your Scheduled Due Date.

C. Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your Bill Payment Account. We will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described in this Agreement.

D. Payment Authorization and Payment Remittance. By providing us with the names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through Bill Payment. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

When Bill Payment receives Payment Instructions, you authorize us to debit your Bill Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date. You also authorize us to credit your Bill Payment Account for payments returned to us by the U.S. Postal Service or Payee, or payments remitted to you on behalf of another authorized user of Bill Payment.

We will use our best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Bill Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- You have not provided us with the correct Bill Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

Circumstances beyond our control (e.g. fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

E. Payment Cancellation. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Online Service. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

F. Stop Payment Requests. Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in "Consumer Product & Service Fees or the Business Product & Service Fees, as applicable."

G. Prohibited Payments. Payments to Payees outside of the United States or its territories through Bill Payment are prohibited.

H. Exception Payments. Tax payments and court ordered payments may be scheduled through Bill Payment; however, such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed through Bill Payment. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of us.

I. Bill Delivery and Presentment. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- **Information Provided to the Payee:** We are unable to update or change your personal information (e.g., name, address, phone numbers and e-mail addresses) with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation: Upon activation of the electronic bill feature, we may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification: We will use our best efforts to present all of your electronic bills promptly. In addition to notification within Bill Payment, we may send an e-mail notification to the e-mail address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Online Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of Electronic Bill Notification: The Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your electronic Payee(s) as to the change in status of your Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- **Non-Delivery of Electronic Bill(s):** You agree to hold us and our service providers harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- **Accuracy and Dispute of Electronic Bill:** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

J. Exclusions of Warranties. BILL PAYMENT AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

K. Failed or Returned Transactions. In using Bill Payment, you are requesting that we make payments for you from your Bill Payment Account. If we are unable to complete the transaction for any reason associated with your Bill Payment Account (e.g., there are insufficient funds in your Bill Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from Bill Payment. In such case, you agree that:

- You will reimburse Bill Payment immediately upon demand the transaction amount that has been returned to Bill Payment;
- For any amount not reimbursed to Bill Payment within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- You will reimburse Bill Payment for any fees imposed by your financial institution as a result of the return;
- You will reimburse Bill Payment for any fees it incurs in attempting to collect the amount of the return from you; and,
- Bill Payment is authorized to report the facts concerning the return to any credit reporting agency.

L. Payee and Amount Limitation. We may refuse to pay any Payee to whom you direct a payment. We will notify you promptly if we decide to refuse to pay a Payee. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement. Bill Payments are limited to \$25,000 per payment and a combined total of \$25,000 in payments scheduled to be made per business day.

We will notify you promptly if we to refuse to make a Bill Payment in an amount scheduled by you.

M. Bill Payment Delivery. By using Bill Payment, you understand Payees and/or the U.S. Postal Service may return payments to us for various reasons (e.g. Payee's forwarding address expired, Payee account number is not valid, Payee is unable to locate account, or Payee account is paid in full). We will use reasonable efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Payment Account. If we are unable to complete the transaction for any reason, the bill will not be paid. In such case, you agree to reimburse us for any fees imposed by the Payee or a financial institution as a result of the return. In some instances, you will receive a return notice from us.

V. FUNDS TRANSFER SERVICE.

A. Transfer Types and Limitations.

- Types of Transfers. You may use the Online Service to transfer funds between any of your accounts, whether such accounts are with us or at another unrelated financial institution.
- Frequency of Transfers. We do not currently limit the number of funds transfers you may make; however, funds transfers in excess of the number of funds transfers allowed by the applicable Account Disclosure may incur a fee or cause the closure of your Account. It is your responsibility to review your Account Disclosures to ensure you are complying with the terms and limitations of such Accounts. From time to time, we may impose additional limits on the frequency of transfers.
- Dollar Amount of Transfers. You may not make funds transfers in excess of the limits set forth in this Agreement. We reserve the right to change, at our discretion and without notice, the dollar amount of funds transfers you are permitted to make.

Internal Transfer Limits: \$1,000,000 per transfer subject to the Available Balance.

External Transfer Limits: \$5,000 per transfer and a combined total of \$10,000 in transfers per calendar month.

- Transfers Subject to Account Disclosure. All funds transfers are subject to the relevant Account Disclosure. Certain types of accounts may not be eligible for fund transfers or may be restricted, and you agree not to make any funds transfers from or to such accounts.
- Rejection of Transfers. We reserve the right to decline any funds transfer in our sole discretion.

A transfer between any of your Accounts initiated through the Online Service before 6:00PM Central Time (CT) on a Business Day will be posted to your Account the same day. All transfers initiated after 6:00PM CT on a Business Day or on a non-Business

Day will be posted to your Account no later than the following Business Day. The Funds Transfer Service may not be available at all times.

Please ensure that you have sufficient funds in your Account prior to making a funds transfer. We may decline any funds transfer for which you have insufficient funds or that we believe may violate applicable law or expose us to liability or risk of loss. **B. Information Verification.** To verify ownership of your Account(s), we may issue offsetting debits and credits to your Account(s) and require confirmation of such from you. Through your enrollment in the Online Service, you agree that we may request a review of your credit rating at our expense through a credit reporting agency. In addition, you agree that we may obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

C. Authorization. You authorize us to select any means to execute your funds transfer, including the Automated Clearing House (ACH). You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, including the rules published by the National Automatic Clearinghouse Association.

We and our service providers will make a reasonable effort to complete the transfer; however, if for any reason a transfer cannot be made, you authorize us or our service provider, without notice to you, to credit or debit your Account as necessary to reverse the transfer. We reserve the right to resubmit the transfer in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. There may be a fee associated with such collection imposed by the financial institution holding the Account.

If you have requested a funds transfer to a third party, you must provide us with a true, correct, and current e-mail address for such third party, and you authorize us to contact such party to request certain information, e.g. the account number and financial institution to which they wish to transfer the funds. If the third party fails to provide such information or to follow the instructions provided by us, we will not complete the transfer and will credit your Account for the amount of the transfer as appropriate.

If your funds transfer instructions identify a recipient by name and account number, the receiving financial institution may execute your instructions by reference to the account number only even if the account number does not correspond to the name. You acknowledge and agree that such financial institution may not investigate any discrepancies in your instructions and that we have no responsibility to investigate discrepancies between names and account numbers.

D. Suspension and Reinstatement. We may, without notice to you, suspend your ability to use the Funds Transfer Service for any reason, including our inability to debit your Accounts or to otherwise collect the amount of any transfer. Our right to suspend your ability to use the Funds Transfer Service does not limit any other right or remedy that we may have under this Agreement or otherwise. If we suspend your ability to use the Funds Transfer Service, you may request reinstatement of the service by contacting us. We may, in our sole discretion, grant or deny reinstatement, and if we agree to reinstate you, we may limit the number of funds transfers or dollar amount of funds transfers that you may make per month.

E. Documentation. You may access a statement of funds transfers made or pending at any time through the Online Service.

F. No Unlawful or Prohibited Use. You acknowledge and agree that you will not use the Funds Transfer Service for any unlawful purpose or in a way not permitted, either expressly or implicitly, by this Agreement. You further acknowledge and agree that you will not use the Funds Transfer Service in a way that could damage, disable, overburden or impair the Online Service. You agree not to impersonate any person or use a name that you are not authorized to use. You represent and warrant that all information you have provided or will provide is true, correct and complete.

G. Security Procedures. If you are the recipient of a funds transfer, you agree that you will provide us with any information that we may reasonably require to transfer funds to your Account and that we may provide the transferor's financial institution with any information that it may need to transfer such funds to your Account. If you are sending a funds transfer, you agree that a recipient's financial institution may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution any required information to verify the instructions.

You further agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications. If the transfer is rejected for any reason, the funds will be returned to the transferor.

VI. STOP PAYMENT REQUESTS ON CHECKS.

A. Stop Payment. You may request that we stop payment of a check drawn on your checking Account. A stop payment request must specifically identify the check that you would like to stop the payment of and must be received by us before our 5:00PM CT Time cut-off hour on a Business Day in order for us to treat it as received on that Business Day. If we receive your request after the cut-off hour on a Business Day or on a non-Business Day, we will treat the stop payment request as if it was received on the next Business Day. You further understand and agree that, unless we have a reasonable opportunity to act on your request prior to payment of the check, we will be unable to stop its payment. You understand and agree that, unless your stop payment request is complete and accurate, we may be unable to identify and stop payment of the check. By initiating a stop payment request of a check, you agree that you will indemnify and hold us harmless from and against any claim arising in connection with our refusal to pay the check.

B. Renewal and Termination. Unless renewed, a stop payment request will remain in effect for a period of six (6) months. If you want the stop payment request to expire in less than (6) six months, you must cancel the request in writing at one of our branches. Your request to cancel a stop payment order is not effective until we have a reasonable opportunity to act on it.

VII. PROVISIONS APPLICABLE TO CONSUMER ACCOUNTS ONLY.

The following sections apply only to individuals who access the Online Service for personal, family and household purposes. Although we may grant the protections set forth below to you if you use the Online Service for business purposes, you are not entitled to such protections; we are under no obligation to provide them to you; and we may cease providing them at any time in our sole and absolute discretion.

A. Your Rights and Responsibilities. You are responsible for keeping your username and password confidential. We are entitled to act on a transaction and other instructions received using your username and password, and you agree that the use of your username and password will authenticate your identity and verify the instructions you have provided to us for the transaction(s), including transactions made using your Mobile Device. If you authorize other persons to use your username and password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing or by e-mail that you have revoked the authorization and changed your username and password. You are responsible for any transactions made by any person you authorize until you notify us that such person is no longer authorized to make transfer or give instructions regarding your Account(s) and change your username and password. We will act promptly to process your username and password change but will have no responsibility for any transfer made under your former username and password during the transition.

You should notify us immediately if (i) you believe your username or password have been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, (ii) the phone number for your Mobile Device is the phone number of your Mobile Device is changed or service is terminated, (iii) you believe that your Mobile Device has been lost or destroyed or your Mobile Device or any mobile Accounts have been accessed or used without your authorization, (iv) you suspect any fraudulent activity on your Accounts, or (v) you believe a transfer has been made using the information from your check without your permission. To notify us call (773) 244-7000 during normal business hours, e-mail us through the Online Service or write us at PO Box 7969, Carol Stream, IL. 60197-7969. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) Business Days after you learn of a loss or theft of your username or password, you can lose no more than \$50 if someone used your username and password without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your username or password, and we can prove that we could have stopped someone from using your username or password without your permission if you had told us, you could lose as much as \$500.

B. Resolving Errors or Problems. In case of errors or questions about your electronic transfers, call us at (773) 244-7000, email us through the Online Service or write us at PO Box 7969, Carol Stream, IL. 60197-7969. Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or receipt.

- 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 ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days of 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 forth-five (45) days (ninety (90) days if the transfer involved a new Account) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (twenty (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 complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. Your Account is considered new for the first thirty (3) 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 (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will debit your Account any amounts that were advanced. You may ask for copies of the documents that we used in our investigation.

Also, if your Account statement, including your electronic account 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 sixty (60) days after the statement was mailed to you or provided electronically, you may not get back any money you lost after the sixty (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 (e.g. a longer or a hospital stay) kept you from telling us, we will extend the time periods.

- C. **Our Liability for Failure to Make Transfers.** If we do not complete a transfer, including a Bill Payment, to or from your Account on time or in the correct amount, or cancel a transfer as properly requested on time or in the correct amount, according to our agreement with you, we are liable for your losses or damages. There are some exceptions to our liability for processing transactions on your Accounts. 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 transfer, or if the transfer cannot be made because of legal restrictions affecting your Account;
 - The transfer would go over the credit limit on your overdraft line;
 - Your Account is closed or has been frozen;
 - You or anyone you allow to use the Online Service has committed any fraud or violation of applicable law or regulation;
 - The systems, including Mobile Banking, your Mobile Device or your Internet, cellular or wireless service, were not working properly and you knew about the breakdown when you started the transfer;
 - Circumstances beyond our control, such as interruption of telephone or wireless service or telecommunication facilities, flaws in your Mobile Device or natural disaster, such as a fire or flood, prevent the transfer, despite reasonable precautions that we have taken;
 - You have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on a Bill Payment;
 - You have not properly followed the instructions for using the Online Service;
 - You have failed to download and/or install any required Mobile Application;
 - Your computer or Mobile Device fails or malfunctions; or
 - Your operating system or software was not properly installed or functioning properly.

There may be other exceptions stated in our Account Disclosure with you.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

D. Further Limitations on Our Liability. In addition to the limits of our liability for failure to complete a transfer, we will not be responsible for the following matters, or for errors or failures of the Online Service:

- We will not be liable for failure to provide access or for interruptions in access to the Online Service due to a system failure or due to other unforeseen acts or circumstances.
- We will not be responsible for any errors or failures from any malfunction of your computer, Mobile Device or any computer virus or other problems related to your computer equipment used with the Online Service.
- We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider, your personal financial management or other software, your Mobile Device or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Service.
- We are not responsible for postal delays or processing delays by the Payee for any Bill Payment made through the Online Service.
- We are not responsible for any transactions you initiate or authorize using Mobile Banking.

The Online Service is provided by us on an "AS IS" and "AS AVAILABLE" basis. WE MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE ONLINE SERVICE, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We do not and cannot warrant that the Online Service will operate without errors, that any or all functions will be available and operational at all times, that the results that may be obtained from the Online Service will be accurate or reliable or that any errors in the Online Service will be corrected.

Except as otherwise provided in this Agreement, we will not be liable to you or anyone else for damages of any kind arising from the use of the Online Service, the inability to use the Online Service or circumstances beyond its control, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, even if we are expressly advised of the possibility of such damages. Some states do not allow limitations on warranties or certain damages. Therefore, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

E. Confidentiality. In addition to any other reasons disclosed herein, we will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers;
- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- As required by applicable law, including tax laws; or
- If you give us your written permission.

You can see a full description of our privacy policy by clicking on "Privacy Policy" in the Online Service.

VIII. ARBITRATION.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY 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.

A. Agreement to Arbitrate. Either you or we may, without the others consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us ("**Claims**").

B. Claims Covered.

Claims Subject to Arbitration. All Claims relating to your Account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, crossclaims, third party claims, interpleaders or otherwise; and Claims made independently or with other claims. In addition, Claims made by or against anyone connected with us or you or claiming through us or you (e.g. a co-applicant or authorized user of your Account, an employee, agent representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) are also subject to arbitration. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

- **Time Frame Applicable to Claims.** Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration
- **Broadest Interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the “FAA”).
- **Claims filed in Small Claims Court.** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) claim.

C. How Arbitration Works.

- **Initiation of Arbitration.** The party filing arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating and pursuing arbitration: American Arbitration Association or JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the Counties of Cook or DuPage, Illinois, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the two arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association

225 North Michigan Avenue, Suite 2527 Chicago,
IL 60601

Web site: www.adr.org

JAMS

1920 Main Street, Suite 300
Irvine, CA 92614

Web site: www.jasdr.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at later time or in connection with any other Claim.

- **Procedures and Law Applicable in Arbitration.** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years’ experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow the procedures and rules of the arbitration firm in effect on the date of arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if request to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of

the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolutions of any other dispute.

- **Payment of Fees/Expenses.** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
- **Parties to Arbitration.** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two (2) or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.
- **Finality of Arbitration Award.** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three (3) neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

IX. GENERAL TERMS.

A. Information Authorization. In order to provide the Online Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our Privacy Policy.

B. Ownership of Intellectual Property. Either we or our service partners retain all ownership and proprietary rights in the Online Service, associated content, technology, and website(s), and the content, information and offers on our website are copyrighted by us and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You may not use the Online Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Online Service.

C. Third Party Websites. The Online Service may contain or reference links to websites operated by third parties ("**Third Party Websites**"). These links are provided as a convenience only. Third Party Websites are not under our control, and we are not responsible for the content of or links contained in any Third Party Website. You agree that we are not responsible for any provisions or terms in a Third Party Website and have no liability for any Third Party Website.

D. Geographic Restrictions. Although we do not restrict your use of the Online Service outside of the United States, other countries may impose limits on your access.

- E. Governing Law.** This Agreement, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions. Any disputes involving Bill Payment shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions.
- F. Indemnification.** In addition to the indemnifications and limitations on liability contained in the Account Disclosure, you hereby indemnify and hold us harmless and each of our directors, officers, employees, agents, successors, and assigns ("**Indemnitees**") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of (i) your use of the Online Service, (ii) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (iii) any failure by you to comply with applicable laws and regulations, (iv) any acts or omissions of you or any third party, (v) our reliance on the information, instruction, license and/or authorization provided by you under this Agreement, or (vi) your infringement or infringement by any user of your Account(s) of any intellectual property or right of any person or entity.
- G. Amendment; Waiver.** We reserve the right to amend or modify this Agreement at any time in our sole discretion, upon notice to you. Your continued use of the Online Service following such notice constitutes your acceptance of any amendment or modification of this Agreement. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.
- H. Termination of Agreement.** We may terminate this Agreement, in whole or in part, or suspend or terminate your access to the Online Service at any time in our sole discretion, with or without notice. If your access to the Online Service is terminated, any unprocessed transfers, including recurring transfers and Bill Payments, will be canceled and not processed. To request reinstatement of the Online Service, call Customer Support at (773) 244-7000.
- I. Continuing Rights.** You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.
- J. Force Majeure.** We shall be excused from failing to act or any delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. Also, we may cause any or all of the Online Service to be temporarily unavailable to you, with or without prior notice, for site maintenance, security or other reasons.
- K. Assignment.** This Agreement is personal to you and may not be assigned. We may assign this Agreement in our sole discretion and may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
- L. Entire Agreement.** This Agreement, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Online Service.
- M. Headings; Severability.** The section headings of this Agreement are for convenience only and shall not limit or affect the meaning or construction of any of the provisions of this Agreement. If for any reason any provision or portion of this Agreement is found unenforceable, the remaining provisions will continue in full force and effect.
- N. Our Contact Information.** You may contact us at any time by calling Customer Support at (773) 244-7000 or by writing us at PO Box 7969, Carol Stream, IL. 60197-7969.



ELECTRONIC RECORDS AND SIGNATURES (ESIGN) DISCLOSURE AND CONSENT AGREEMENT

The Digital Banking Service (at times, “Digital Banking”) is an electronic, Internet-based service. In order to enroll in Digital Banking, you must consent to the terms and conditions of this Electronic Records and Signatures Disclosure and Consent Agreement (“ESIGN Agreement”). If you do not agree, you will not be able to proceed with enrolling in Digital Banking. You may contact us at the number listed below for questions.

In this ESIGN Agreement, the words “we,” “us” and “our” refer to Byline Bank. For consumers, the words “you” and “your” mean the individuals giving consent and any person represented by the individual giving consent and entering into this ESIGN Agreement with us. For businesses and other entities, the words “you” and “your” mean the business or other entity giving consent and entering into this ESIGN Agreement with us. “Document” means each disclosure, notice, application, agreement, promissory note, or other evidence of debt, change in terms, amendment, supplement, brochure, undertaking, fee schedule, periodic account or other statement, inquiry, request, response to a claim, transaction history, privacy policy or notice, fund transfer or other transaction authorization, confirmation, tax form, or other record, document or information of any kind we may provide or display to you, or that you may sign or submit or agree to at our request, either now or in the future, which is related to the Digital Banking Service.

As part of our relationship with you, we are required by law to provide you certain disclosures, statements, authorizations, confirmations, and other Documents in writing (“Required Communications”). By agreeing to this ESIGN Agreement, you agree that we can provide these Required Communications electronically.

Consent to Use of Electronic Records and Signatures; Delivery; Availability

You acknowledge and agree that we may provide you with any Documents in electronic format, and that we are not required to send a paper Document to you.

All Documents that we provide to you in electronic format will be available to review, download, and print (i) via e-mail, or email attachment (or a combination thereof); (ii) by posting to a website with notice provided in an e-mail from us when the Documents are available; (iii) to the extent permissible by law, by posting on a website that we designate in advance for that purpose; (iv) by posting the Document to the Digital Banking Service; or (v) by requesting you to download a PDF. It is your responsibility to print or download these electronic Documents if you wish to maintain a copy for your records.

You agree that the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Illinois Uniform Electronic Transactions Act (815 ILCS § 333/1 et seq.) shall apply to (i) this ESIGN Agreement; (ii) the Retail Digital Banking Terms and Conditions; and (iii) the Digital Banking Service.

Electronic Statements and Other Electronically Delivered Documents

Your consent includes electronic delivery of periodic account statements and other Documents. We may, in our sole discretion, give you the option of receiving periodic account statements and certain other Documents either electronically or on paper, or both, based on the preferences you provide to us via online banking. Changing your preference does not constitute a withdrawal or modification of your consent to the terms of this ESIGN Agreement.

Hardware and Software Requirements

You hereby acknowledge that you meet the necessary hardware and software requirements as listed below to view and retain copies of the Required Communications and other Documents:



- A connection to the Internet;
- A current version of an operating system such as Windows, Mac OS, or Android;
- A current version of web browser which supports 128-bit SSL encrypted communications, such as Edge, Chrome, Safari, or Firefox;
- A valid email account and software to access it;
- Software that enables you to view and display files in HTML and PDF format;
- Sufficient storage on your electronic device with the ability to download and store, if you wish to save the electronic Documents. You will need a printer if you wish to print out and retain paper copies of the electronic Documents;
- Access to an electronic device capable of supporting the above.

In order to access and use Digital Banking through our mobile application you must have a supported mobile device enabled to receive and transmit data, and which includes texting functionality, if required.

It is your responsibility to ensure that all computers and other electronic devices, including mobile devices, used by you to access the Digital Banking Services and platform comply with our hardware and software requirements.

Current Information

You are required to provide us with an accurate and complete e-mail address and other information related to your Byline Bank deposit, loan, or other account, and to maintain and update any changes to the information promptly. You can update information through the Digital Banking Service or contact us at the number listed at the end of this ESIGN Agreement for additional instruction.

Option for Paper Copies

You agree that we are not required to mail a paper copy of any Required Communication that we deliver electronically to you unless you specifically request it. To obtain a paper copy of any Document, you can print it yourself if it is still available in Digital Banking. You may also request a paper copy by contacting us at the number or email address listed below. Copies will be provided free of charge.

Consent Withdrawal

You have the right to withdraw your consent at any time and require that we provide you with all Required Communications in paper form at any time. To withdraw your consent prior to enrolling in Digital Banking, simply exit this session prior to accepting this ESIGN Agreement. To withdraw your consent after you have already enrolled, contact us at the number or email address listed at the end of this ESIGN Agreement. We will not impose a fee to process the withdrawal of your consent. Your withdrawal of your consent to receive Required Communications electronically will be effective only after we have had a reasonable period of time to process your request, does not apply to Required Communications that we have already provided electronically, and does not affect any separate agreement you have made with us to use electronic signatures and records. At our option, we may treat your provision of an invalid e-mail address or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive Required Communications electronically. Note that withdrawing your consent to receive Required Communications electronically may have one or more of the following consequences:

- It may terminate your access to Digital Banking.
- It may delay your transactions with us or the delivery of information or Documents to you.



Termination/Changes

We reserve the right, in our sole discretion, to discontinue the electronic delivery of Documents, or to terminate or change the terms and conditions on which we provide electronic Documents. We will provide you with notice of any such termination or change to the extent required by law.

By clicking the checkbox, you: (i) are confirming your consent to use electronic Documents; (ii) are affirmatively demonstrating your ability to receive and access the Documents in electronic form; (iii) are confirming that you have provided a valid e-mail address at which we can send electronic documents to you and understand that your ability to receive the Documents is dependent upon maintaining a valid e-mail address with us; (iv) are confirming that you have access to software and hardware that satisfies the above requirements; (v) are agreeing to the terms of this ESIGN Agreement; and (vi) are affixing your electronic signature to this ESIGN Agreement. Furthermore, for businesses and other entities, the individual consenting to this ESIGN Agreement certifies that they are authorized to enter into this ESIGN Agreement on your behalf.

Byline Bank Contact Information:

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Member FDIC

Rev. 7/12/2024

THESE RETAIL DIGITAL BANKING TERMS AND CONDITIONS (this “Agreement”) set forth the terms and conditions governing the Byline Bank digital banking service (“Digital Banking” or “Digital Banking Service”). By checking the box on the Online Banking Enrollment page, or using Digital Banking, you agree to the terms and conditions of this Agreement, and your acceptance of this Agreement on one computer or Mobile Device constitutes your acceptance on any computer or Mobile Device that you may use to access the Digital Banking Service. As used herein, the terms “we,” “us,” “our,” and the “Bank” refer to Byline Bank. “You,” and “your” refer to each individual, or business or other entity who enrolls in or uses the Digital Banking Service. The Digital Banking Service includes Bill Payment, Mobile Deposit, Funds Transfer and all other products and services provided through the Digital Banking Service. Each of your Accounts is also governed by the applicable Deposit Account Agreement and Disclosures (“Deposit Account Agreement”), loan agreement, and/or other applicable terms and conditions and disclosures (all collectively referred to as “Other Agreements”). Mobile Banking is also subject to the Mobile Banking Terms & Conditions which will be presented to you when you download the Mobile Application.

The topics covered by this Agreement include, but are not limited to:

- Your obligations to us as a user of Digital Banking;
- Our obligations to you as the provider of Digital Banking;
- Limitations on our liability to you as the provider of Digital Banking.

If this Agreement conflicts with or is inconsistent with another agreement with us, then the Other Agreement will control and take precedence, unless this Agreement specifically states otherwise and with respect to provision of, and access to Digital Banking. The Other Agreement will only control with respect to the Account or service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

Note, this Agreement provides certain consumer protections for our customers who are individuals who use the Digital Banking Service for personal, family or household purposes (“Consumers”); those consumer protections do not apply if the Digital Banking Service is used by businesses or other entities, or for business purposes.

I. DEFINITIONS. In addition to those terms otherwise defined throughout this Agreement, the following terms when used in this Agreement shall have the following meanings:

“Account” or **“Accounts”** means your deposit, credit or other account or accounts with us that are eligible to be accessed through the Digital Banking Service, as we may determine from time to time.

“Applicable Law” means, as applicable to the Digital Banking Service, or a party, collectively, (i) any state, federal, and local laws, rules, regulations and other laws, (ii) operating rules and operating guidelines established by the National Automated Clearing House Association (“NACHA”), and any other money transfer or electronic payments system or network, check clearing organization and payment clearinghouse used by Bank in connection with Customer’s transactions (collectively, “Operating Rules”), (iii) the operating circulars of the Federal Reserve Board, and (iv) any control or sanction administered by the Office of Foreign Assets Control, as amended from time to time.

“Bill Payment” or **“Bill Payment Service”** means the bill payment services described in this Agreement offered by us.

“Bill Payment Account” is the checking or money market Account from which Payments will be debited.

“Business Day” means Monday through Friday, excluding federal holidays.

“Check” is a check, cashier’s check, official check, U.S. Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Checks are deemed to be “Items” under the Uniform Commercial Code and “checks” under the Expedited Funds Availability Act and Regulation CC.

“Deliver By Date” is the date that you request the Payment is completed and delivered to the Payee. Deliver By Date is referred to as “Due Date” in the Mobile Application.

“Document” means each disclosure, notice, application, agreement, promissory note, or other evidence of debt, change in terms, amendment, supplement, brochure, undertaking, fee schedule, periodic account or other statement, inquiry, request, response to a claim, transaction history, privacy policy or notice, fund transfer or other transaction authorization, confirmation, tax form, or other record, document or information of any kind we may provide or display to you, or that you

may sign or submit or agree to at our request, either now or in the future, which is related to the deposit products or loans, the Digital Banking Service, or other products and services that the Bank offers.

"**EFT**" means an electronic fund transfer. EFT, for purposes of Digital Banking means, a Payment, a Zelle® transfer, an external transfer, and an internal transfer except for recurring internal transfers.

"**Funds Transfer Service**" means the transfer of funds between any of your Accounts with us or between your Account with us and any of your accounts at another financial institution, as further described in this Agreement.

"**Mobile Application**" is the Bank mobile application or other software that you must download on your Mobile Device to access Mobile Banking.

"**Mobile Banking**" means the Digital Banking Services that are offered and accessible through the Mobile Application, using your Mobile Device and the Internet, as described in this Agreement, and further described in the Mobile Banking Terms & Conditions.

"**Mobile Deposit**" means the remote deposit transaction service which allows you to deposit Checks electronically using your supported Mobile Device.

"**Mobile Device**" means any device acceptable to us that you use to access Mobile Banking and that, for use of Mobile Deposit, provides for the capture of images from Items and for transmission through the clearing process. Supported devices are subject to change without prior notice to you. The term "Mobile Device" shall apply to any mobile device that you use to access Mobile Banking regardless of whether you own such Mobile Device.

"**Online Banking**" means the Digital Banking Services that are offered and accessible directly through the Byline Bank website, through use of the Internet, as described in this Agreement.

"**Payee**" is the individual or entity for whom a Payment Instruction is submitted to receive payment of the funds or is the person from which you receive electronic bills.

"**Payment**" means a bill payment sent in accordance with a Payment Instruction.

"**Payment Due Date**" is the date on which a Payment is due, as set by the applicable Payee and stated on each paper or electronic statement or bill.

"**Payment Instruction**" is the information provided by you to us for a Payment to be made to a Payee (e.g., the Payee's name, account number and Deliver By Date).

"**Repeating Payment**" means automatic repeating Payments to the same Payee.

"**Required Communication**" means a Document we are required by law to provide to you in writing, such as certain disclosures, statements, authorizations, and confirmations.

"**Scheduled Payment**" means a Payment scheduled through the Bill Payment Service.

"**U.S.**" means United States of America.

II. ACCESSING THE DIGITAL BANKING SERVICE.

A. Accessing the Digital Banking Service. To access your Accounts through the Digital Banking Service, you must have at least one Account and you must be an owner of or authorized signer on such Account. By using the Digital Banking Service, you agree that we are authorized to complete each transaction initiated electronically through the Digital Banking Service, including funds transfers and Payments and that this Agreement replaces any requirements you may have otherwise imposed on your Accounts, including multiple signature requirements. We reserve the right to deny you access to the Digital Banking Service for any reason, including but not limited to our inability to verify your identity.

B. Benefits of Using the Digital Banking Service. With the Digital Banking Service, you can manage your personal and/or business Accounts from your computer or Mobile Device. You can use the Digital Banking Service to do the following, among other things:

- View Account balances and review transaction history.
- Transfer money between your Accounts.

- Transfer money between your Accounts and your eligible accounts at other financial institutions.
- Pay bills using Bill Payment or use your personal Account to transfer funds using Zelle®.
- Stop payment on checks.
- Electronically receive, view, and archive electronic Documents, including Account statements and notices.

C. User ID and Password. As part of your enrollment in the Digital Banking Service, you will create a User ID and password. You will use the User ID and password at the time of each subsequent login to the Digital Banking Service. For security purposes, it is recommended that you memorize your password and do not write it down. You may change your password using the option buttons within the Digital Banking Service. We recommend you change your password regularly and may require that you change your User ID and password from time to time. We may set standards for your User ID and password. We recommend that you select a unique User ID and password combination for use only with the Digital Banking Service.

You are responsible for keeping your User ID and password confidential. You agree to protect the security of your User ID and password, any other personally identifiable information and your computer or Mobile Device. You should not give anyone your User ID and password. We are entitled to act on a transaction and other instructions received using your User ID and password, and you agree that the use of your User ID and password will authenticate your identity and verify the instructions you have provided to us for the transaction(s), including transactions made using your Mobile Device. If you authorize other persons to use your User ID and password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing or by submitting a Contact Us form that can be found at www.bylinebank.com that you have revoked the authorization and changed your User ID and password. Except as otherwise provided by this Agreement or under Applicable Law, you are responsible for any EFTs or other transactions made by any person you authorize until you notify us that such person is no longer authorized to make transfers or give instructions regarding your Account(s) and change your User ID and password. We will act promptly to implement any change to your User ID and password but will have no responsibility for any transaction made under your former User ID and password during the transition.

We will never request your User ID or password. If you are ever contacted by anyone asking for your User ID or password, you should refuse and immediately contact us. You may be the target of attempted identity theft or fraud. If you believe that your User ID or password or other means to access your Account, including your Mobile Device, has been lost or stolen or that someone may attempt to use the Digital Banking Service without your consent, you must notify us at once by calling Customer Service at (773) 244-7000 or writing us at PO Box 7969, Carol Stream, IL 60197-7969. In case of emergency, telephoning is the best way to contact us.

D. Additional Security. We may require additional security procedures for certain Accounts, services or transactions. These additional security procedures may require special hardware, software or third-party services. We may also offer you additional, optional security procedures. These could include, but are not limited to, personal reference questions and answers, random number generators, or one-time access codes. We may also require the use or activation of specific applications, Internet browser software or mobile operating system features, plug-ins and add-ons, to use Digital Banking. These could include JavaScript support and “cookies.” To enable and enhance secure access to Digital Banking, we may also access detailed information about the computers and Mobile Devices you use to access Digital Banking. This could include telephone numbers and unique internal and network identifiers for your computers and Mobile Devices. We also use cookies and other technology for information security and other purposes.

The Digital Banking Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet.

- The Digital Banking Service uses the Transport Layer Security (TLS) encryption technology. Your browser automatically activates this technology when it attempts to connect to the Digital Banking Service. Whenever TLS is securing your communications, your browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked.”

- The servers hosting the Digital Banking Service have been certified by a certificate authority to ensure you are actually talking to us instead of someone pretending to be us. If you are using an older browser, you will see that the certificate authority's key may have expired. You will need to update your browser. By clicking on the lock, you can view the certificate to ensure it is valid.
- A persistent encrypted cookie will be passed to your computer or Mobile Device in order to confirm your identity. This cookie enables us to process multiple transactions during the session without you having to provide your User ID and password for each individual transaction. You should ensure that your browser will accept persistent cookies. Your security is enhanced by acceptance of the cookie, which is stored on your computer's hard-drive.

We are not responsible for any damage to your computer, modem, Mobile Device or other property resulting from the use of the Digital Banking Service, including damage from any electronic virus, worms, trojan horses or other similar harmful components that you may encounter. You are solely responsible for the proper installation, configuration, and maintenance of any intrusion detection system that you may use, and we will not be responsible if any non-public personal information is accessed via the Digital Banking Service due to any virus residing in or being contracted by your computer or your Mobile Device.

E. Updating Your Records. It is your responsibility to provide us with an accurate e-mail address, telephone number, mailing address, and other information related to your Account(s) and to update promptly any change in this information. You can update your contact information by using the Customer Service page in Online Banking. We may continue to deliver Required Communications and other Documents to your mailing or email address of record until five (5) Business Days after you have updated your records through Online Banking. You understand that your ability to receive the Documents is dependent upon your maintaining a valid e-mail address with us.

F. eStatements and Notices. You may elect to receive Account statements, and certain notices and other Documents electronically (collectively, "**eStatements**") as detailed below. Generally, you will receive your eStatements at the same frequency as you would have received your paper statements and notices.

Any Account owner, authorized signer, or online user authorized by you, may enroll in eStatements in the Digital Banking Service. If enrolled in eStatements, an Account will no longer appear on any paper statement but the electronic statement will be available to all owners who have Digital Banking access.

Once enrolled in eStatements, periodic Account statements will be sent electronically. Other Documents, including but not limited to the following Documents, may be sent electronically:

- Address change confirmation notices;
- Payment or transfer notices;
- Certificate of Deposit maturity and renewal notices;
- Chargeback notices;
- Deposit item returned notices;
- Loan payment or past due notices;
- Overdraft notices; and
- Safe Deposit Box notices.

Once you enroll in eStatements, for Documents we send electronically, you will no longer receive paper versions of those Documents unless you specifically request them. We may choose to send certain Documents electronically, and/or in paper form by U.S. mail at our discretion. We may change, suspend, or eliminate any or all aspects of eStatements upon notice to you.

You are responsible for saving your electronic Documents for your own record keeping purposes. If your Account is closed, after sixty (60) days, you will no longer have access to the associated electronic Documents through Digital Banking. You can always request a paper copy of any past statements or other Documents by submitting a request as set forth in the "Option for Paper Copies" section of the ESIGN Agreement.

G. Fees and Charges. There are currently no fees for accessing your Account(s) through the Digital Banking Service. However, there may be fees associated with certain optional services and features, for example placing a Stop Payment Request. Please refer to the applicable Product & Service Fees Schedule for details of applicable fees. You agree to pay

promptly all fees and charges for services provided under this Agreement without demand or notice and to be responsible for any charges from your third-party providers (for example, Internet, telephone, SMS) incurred by you in using the Digital Banking Service, including Online Banking and Mobile Banking.

H. New Services. We may, from time to time, introduce new Digital Banking Services. We will notify you of the terms and conditions governing the services. By accepting the terms and conditions or using these services when they become available, you agree to be bound by the terms and conditions. Not all services described in this Agreement or offered by us in the future may be available to all customers or all Accounts, or through both Online Banking and Mobile Banking.

I. Overdrafts. You agree to have sufficient available funds to cover all initiated Payment Instructions and External Transfers (defined below) and further understand that if you do not, you may be charged a non sufficient funds fee as described in the applicable Product & Service Fees Schedule. For more information, see sections IV.I and V.E.

J. Hours of Accessibility. You can access your Accounts through and use the Digital Banking Service seven days a week, 24-hours a day. However, at certain times, some or all of the Digital Banking Service may not be available for site maintenance, security or other reasons. At our discretion, we may provide notice when this occurs.

III. MOBILE BANKING.

A. Mobile Banking. To access Mobile Banking, you must be enrolled in the Digital Banking Service and enroll through your Mobile Device. As part of the enrollment process, you may be required to provide information about your Mobile Device, as well as the telephone number for your Mobile Device. **It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.** We reserve the right to refuse or cancel your enrollment in Mobile Banking if we cannot verify information about your Mobile Device, or otherwise as determined by us.

You will also be required to consent to the Mobile Banking Terms & Conditions and download and install a Mobile Application to access and use Mobile Banking. It is solely your responsibility to download and install the Mobile Application and monitor for application updates. We have no responsibility to notify you of any changes to or new releases of the Mobile Application and have no liability for any claims or damages arising from or relating to your failure to download and install any required Mobile Application. You agree that the Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking and is licensed to you "AS IS" without any warranty. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. You release us, our service providers, affiliates and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application and agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application. You understand and agree that although Mobile Banking is encrypted, it may include personal or confidential information about you such as your Account activity or status.

You are responsible for maintaining the security of your Mobile Device. Your Mobile Device is subject to the same security risks as a computer, and it is your responsibility to maintain anti-virus and anti-spyware programs on your Mobile Device. Except as otherwise provided herein, you are responsible for all transactions made using your Mobile Device, and all transactions performed using your Mobile Device, even if not intended by you, are considered transactions authorized by you. Mobile Banking will display sensitive information about your Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device and your User ID and password may be able to view this information.

In addition, certain products, services, or functionality described in this Agreement accessible through Online Banking may not be available through Mobile Banking. We may add, remove, or change the functionality of Mobile Banking or the availability of any Account or service offered via Mobile Banking at any time, without prior notice to you.

B. Mobile Deposit. Enrollment in and use of Mobile Deposit are governed by the Mobile Deposit Addendum, which will be presented to you when you access the Mobile Deposit service for the first time. Once you are enrolled in Mobile

Banking, you may use Mobile Deposit as long as you are using a supported Mobile Device equipped with an auto-focus camera. Mobile Deposit is only available through Mobile Banking; it is not accessible through Online Banking.

C. Zelle®. Enrollment in and use of the Zelle® person-to-person transfer service (“Zelle®”) are governed by the Zelle® Terms & Conditions which must be accepted as part of Mobile Banking enrollment. Zelle® is only accessible through Mobile Banking; it is not accessible through Online Banking. Zelle® person-to-person transfer service, which is the service available through Digital Banking, is only for use by Consumers with Consumer Accounts. If you wish to use Zelle® for business, you should enroll in and use it through Business Online and Mobile Banking.

Zelle® Transfer Limits: Subject to available funds, Zelle® transfers are limited to \$500 per transfer and a combined total of \$750 in transfers per calendar day.

D. Use of Geolocation. We reserve the right, at our sole discretion, to obtain your location through your Mobile Device and use such location information for fraud prevention and other purposes. Before we obtain your location, you will be presented with an on-screen notice alerting you that we will capture your location. If you do not consent to our obtaining and using your location information, you will not be able to use certain functionality within Mobile Banking. For more information on how we use your location, please see our Mobile App Privacy Notice by clicking on "Mobile Privacy" in Mobile Banking.

IV. BILL PAYMENT. Bill Payment allows you to pay your bills electronically through the Digital Banking Service. You may also use Bill Payment to receive and view electronic bills from participating Payees.

A. Payment Methods and Options. Payments are scheduled electronically through the Digital Banking Service using various types of electronic transfers (“Electronic Payments”) and paper checks (“Bill Payment Checks”). We, in our discretion, select the method in which to send funds on your behalf to your Payee. You may use Bill Payment to: (i) provide one-time or Repeating Payment Instructions to Payees you choose, so long as each Payee has a deposit account maintained at a financial institution based in the U.S. including U.S. territories of Guam, Puerto Rico, and the U.S. Virgin Islands, and a U.S. address (which includes U.S. military addresses), (ii) view Payment history, and (iii) cancel or change Scheduled Payment Instructions. You must have and maintain at least one Account that is a Byline Bank checking account or money market account to use Bill Payment.

B. Payment Scheduling and Completion. The earliest possible Deliver By Date for each Payee will be displayed in the Bill Payment section of Digital Banking when you are scheduling the Payment Instruction. You must select the Deliver By Date, or specify a Repeating Payment rule that automatically selects the Deliver By Date for you. It is your responsibility to schedule each Payment to be delivered by the Payment Due Date. Due to circumstances beyond our control, such as delays in postal delivery and handling by Payees or financial institutions, some transactions may take a few days longer to be applied to your Payee account. Also, your Payment is not sent with a Payee’s payment stub, which may also result in some Payees taking more time to post the Payment to your account. For these reasons, you should select a Deliver By Date that is sufficiently in advance of the Payment Due Date. For Payees that provide payment stubs, we also recommend that you contact your Payees to confirm that you have the correct address for delivery of Payments without stubs. We recommend that you select a Deliver By Date that is at least 2 Business Days before the Payment Due Date for a Payment to be sent as an Electronic Payment, and at least five Business Days before the Payment Due Date for a Payment to be sent as a Bill Payment Check. The cutoff time for scheduling a Payment Instruction is 6:00PM Central Time on (i) the Business Day prior to the Deliver By Date for Electronic Payments; and (ii) the 4th Business Day prior to the Deliver By Date for Payments by Bill Payment Check.

C. Payee, Amount, and Other Payment Limitations. Your ability to send Payments through Bill Payment is limited by Applicable Law and other limits set forth in this Agreement and applicable Other Agreements. We may refuse to pay any Payee to whom you direct a payment. We will notify you promptly if we decide not to pay a Payee. This notification is not required if you attempt to make a Prohibited Payment or an Exception Payment (as defined below). You agree that all Payments you make through Bill Payment are for your own account, and not on behalf of other persons, with or without compensation.

Payments are limited to \$25,000 per Payment and to a combined total of \$25,000 in Payments scheduled to be delivered per Business Day. We will notify you promptly if we refuse to make a Payment in an amount scheduled by you. We may limit the number of Payees listed in the Bill Payment Service at any time, and the number of Payment Instructions that you may submit at one time. We may set additional limits at any time in our sole discretion. If we decrease limits or set additional limits, we will notify you in accordance with this Agreement and as required by Applicable Law.

We have the right in our sole discretion to determine eligibility and to restrict categories of payees to whom Payments may be made. Bill Payment is not to be used to send Payments to unlawful Internet gambling sites, or payments made to or at the direction of government agencies, organizations, or institutions, in response to a court-direct payment plan (for example, court-ordered amounts for alimony or child support), to “cash”, to Payees outside of the U.S. or its territories, or otherwise prohibited by law (collectively, “Prohibited Payments”). Tax payments, payments to deposit or brokerage accounts, or to settle securities transactions (collectively, Exception Payments) may be scheduled through Bill Payment; however, such Payments are discouraged and are scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed through Bill Payment. We have no obligation to research or resolve any claim resulting from an Exception Payment. All research and resolution for any misapplied, misposted or misdirected Exception Payments will be the sole responsibility of you and not of us.

We may reject or not process any Payment Instruction in our sole discretion for any reason, including:

- If it is a Payment Instruction that: (i) is or we believe is unusual or fraudulent, or involves an illegal or improper purpose or activity, (ii) exceeds the available funds in your Bill Payment Account, (iii) we have reason to believe may not be authorized by you; (iv) involves funds subject to a hold, dispute or legal process; (v) we reasonably believe would violate any law or regulation applicable to us or you; (vi) is not in accord with any other requirements stated in this Agreement or applicable Other Agreements, or any of our policies, procedures, or practices; (vii) we have reasonable cause not to honor; or (viii) or that is from a Bill Payment Account that is frozen, closed or not in good standing.
- For our protection or yours;
- As provided in the cancellation and termination sections of this Agreement (Sections K and L).

D. Payment Authorization and Payment Remittance. By providing us with the names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through Bill Payment. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

When we receive Payment Instructions, you authorize us to debit your Bill Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date. You also authorize us to credit your Bill Payment Account for returned payments or for payments remitted to you on behalf of another enrolled user of Bill Payment.

You represent that you have the authority to authorize debits from and credits to the Bill Payment Account(s). If you have multiple eligible Accounts with us, we will designate your Bill Payment Account until you designate a different eligible Account as a Bill Payment Account. Also, if the designated Bill Payment Account is closed, you will need to designate another Account as your Bill Payment Account. If you do not designate another Bill Payment Account, all scheduled Payments will be canceled. You may visit the Bill Payment section of Digital Banking to confirm which Account is designated as the Bill Payment Account, and to change the designated Account.

To authorize a Repeating Payment, you agree to have a means to print or download and save a copy of your authorization for your records. If you do not have a printer or means to download and save a copy, you agree to continue to authorize a Repeating Payment on a transaction-by-transaction basis until you have a means of printing a copy of your authorization for your records. Also, if you schedule a Repeating Payment Instruction, the Payments will be automatically sent through the Bill Payment Service until the end date you requested, or if no end date was requested, until you cancel or change them.

You agree to have sufficient available funds on the Business Day prior to the Deliver By Date for each Payment. Repeating Payments will be sent on the frequency designated, for example, weekly, monthly, annually, or on the prior Business Day, if the Deliver By Date falls on a non-Business Day. Note, Bill Payment Checks may be delivered to the Payee, and received by us for payment before the Deliver By Date. We recommend that you have sufficient available funds in your Bill Payment Account a few days before the applicable Deliver By Date, to help ensure Bill Payment Checks are paid, if received by us early, and to help ensure Repeating Payments are delivered, if a Deliver By Date falls on a non-Business Day and therefore begins processing early.

E. Payment Cancellation or Changes. You may cancel or change any Payment Instruction (including Repeating Payment Instructions) by following the directions within the Digital Banking Service. There is no charge for canceling or changing a Scheduled Payment. Once the Bill Payment Service has begun processing a Payment it cannot be cancelled or changed; therefore, a stop payment request must be submitted (see Stop Payment Requests Section). For jointly owned Accounts and accounts with multiple authorized signers, only the person who scheduled a Payment Instruction may cancel or change it.

The cutoff time for cancelling or changing a Payment Instruction is 6:00PM Central Time on: (i) the Business Day prior to the Deliver By Date for Electronic Payments; and (b) the 4th Business Day prior to the Deliver By Date for Payments by Bill Payment Check.

F. Stop Payment Requests. Our ability to process a stop payment request will depend on the payment method and whether or not a Bill Payment Check has cleared. If you desire to stop any Bill Payment Check that has already been processed, you must contact Customer Service at the number set forth in Section IX.P and provide us with the Payee name, amount, Bill Payment Account number (if you have multiple Bill Payment Accounts), and if available, Deliver By Date. We may also require you to present your request in writing within fourteen (14) days. We are entitled to a reasonable amount of time to act on your request, which will generally be no less than one Business Day. If a Bill Payment Check has already been paid, we will not be able to stop it. If a Payment sent by Electronic Payment has begun processing, generally we will not be able to stop it; although we will attempt to accommodate your request, we will have no liability for failing to do so. The charge for each stop payment request is set forth in the applicable Product & Service Fees Schedule.

G. Bill Payment Delivery. By using Bill Payment, you understand Payees and/or the U.S. Postal Service may return payments to us for various reasons (for example, the Payee's forwarding address expired, the Payee account number is not valid, the Payee is unable to locate the account, or the Payee account is paid in full). We will try to research and correct the returned Payment and return it to your Payee, or void the payment and, for Electronic Payments, credit your Bill Payment Account. If the Bill Payment Account is closed, we will return the funds to you by a method we deem sufficient. We will display in the Bill Payment section of Online Banking if the Payment failed. If we are unable to complete the transaction for any reason, the bill will not be paid.

H. Service Guarantee. We provide the following service guarantee ("Service Guarantee"): Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, some Payments may take longer to be credited to your account with a Payee. We will bear responsibility for any late payment related charges up to \$50.00 if a Payment posts after its Deliver By Date as long as the Payment was scheduled in accordance with the terms and conditions described in this Agreement, including if you followed our recommendations regarding how you schedule Payment Instructions and otherwise use the Bill Payment Service. Prohibited Payments, Exception Payments, and Payment Instructions we reject per Section IV.C are not covered by this Service Guarantee.

We shall incur no liability and any Service Guarantee shall be void if we are unable to complete any Payment Instructions initiated by you due to any one or more of the following circumstances:

- If, through no fault of ours, your Bill Payment Account does not contain sufficient available funds to complete the transaction, is closed or subject to a hold, or the transaction would exceed the credit limit of your overdraft line of credit account;
- The payment processing center is not working properly and you know or have been advised by us about the malfunction before you initiate the Payment Instruction;

- We rejected the Payment Instruction in accordance with Section IV.C;
- You have not provided us with the correct name, address, phone number, or account information for the Payee;
- Circumstances beyond our control (for example, fire, flood, national emergencies, power or network outages) prevent the proper execution or delivery of the Payment and we have taken reasonable precautions to avoid those circumstances; and/or
- If the Payment would have violated the terms of this Agreement, or applicable Other Agreements, or laws, regulations, or Operating Rules.

There may be other exceptions not stated in this Agreement. As stated in Section IV.C, Exception Payments are discouraged and are at your own risk. In no event shall we be liable for any claims or damages resulting from you scheduling Exception Payments.

I. Bill Payments and Insufficient Funds.

You acknowledge and agree that:

- If there are insufficient available funds in your Bill Payment Account, we may, but are not obligated to advance the funds to pay the Payee;
- If we advance funds on your behalf, we may attempt to debit your Bill Payment Account up to three times on subsequent days without notice to you to complete the Payment and the debit may result in an overdraft;
- You will pay us promptly for any amounts that we have advanced to fund a Payment on your behalf;
- If there are insufficient available funds for a Payment and we advance the funds, we may suspend Bill Payment until we have been repaid, which means that other Scheduled Bill Payments will not be delivered and you will not be able to schedule additional Payments;
- If we advance funds on your behalf, and your Account is closed when the Payment is presented, you will pay us promptly for any amounts that we have advanced to fund a Payment on your behalf.

If you are enrolled in the Overdraft Protection Service or have an overdraft line of credit, those services do cover Payments, subject to their terms and conditions.

J. Electronic Bill Delivery and Presentment (“e-bills”). The Bill Payment Service also includes the option to activate the presentment of electronic bills in Online Banking. This Agreement does not alter your liability or obligations between you and your Payees. It is your sole responsibility to contact your Payees directly if you do not receive your bills. In addition, if you elect to activate e-bills, you also agree to the following:

- **Activation.** Upon activation of e-bills, you agree to the following: You authorize us to contact the Payees on your behalf and to receive your bills and billing data, including to periodically access third party Payee Web sites (“Payee Sites”) on your behalf, to retrieve the data for your electronic bills. You agree that we are your agent for these limited purposes. You represent and warrant to us that you have the authority to appoint us as your agent to receive your billing statements, to view and download your electronic bills and to use your name, passwords, User IDs, and any other information you provide to us for purposes of providing the e-bills feature to you. You agree that we may use and store this information on our servers. You are responsible for all charges, if applicable, associated with our use of any Payee Site on your behalf.

In order to activate receipt of electronic bills with a participating Payee, you must agree to any terms and conditions required by that Payee. Electronic bills may not be available for all Payees. Upon receipt of your request to activate an electronic bill, we will notify the Payee of your request. It may take up to five Business Days to complete activation. Each Payee reserves the right to accept or deny your request to receive electronic bills.

The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your bill once you are enrolled in e-bills is not determined by us; you should contact the Payee. While your e- bill feature is being activated for a Payee, it is your responsibility to keep your account current.

- **Your Payee Account Information.** We are unable to update or change your personal information (e.g., name, address, phone numbers and e-mail addresses) with the Payee. Any changes will need to be made by you contacting the Payee directly. Additionally, it is your responsibility to maintain all User IDs and passwords for all Payee Sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. If you change your online login information for a Payee account, your enrollment in e-bills with that Payee may be cancelled. If your enrollment is cancelled for this reason, we will let you know. You will need to re-enroll in e-bills with that Payee with your new login information.
- **Electronic Bill Information.** The electronic bill includes information current as of the point in time it is obtained from the Payee. Additional payments received by the Payee after the electronic bill information is received are usually not reflected in the various amounts due, displayed in the electronic bill.
- **Notification.** In addition to notification within Bill Payment, we may send an e-mail notification to the e-mail address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Digital Banking Service and check for delivery of new electronic bills. The delivery timing of an electronic bill may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
- **Cancellation of Electronic Bill Notification.** The Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. We will notify a Payee if you cancel your e-bills enrollment. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to five Business Days for your cancellation to be completed, and it may take up to sixty (60) days to stop receipt of the electronic bills, depending on the billing cycle of each Payee. It is your sole responsibility to make arrangements for an alternative form of bill delivery and to pay your bill. We will not be responsible for presenting any electronic bills that are already in process, but not received at the time of cancellation.
- **Non-Delivery of Electronic Bill(s).** You agree to hold us and our service providers harmless should the Payee fail to deliver your electronic bill(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- **Accuracy and Dispute of Electronic Bill(s).** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for accurately presenting the information we receive from the Payee. Other than confirming the information received was accurately displayed in the Bill Payment section of Online Banking, any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.
- K. **Termination or Cancellation of the Service.** Neither termination, cancellation nor suspension shall affect your liability or obligations under these Bill Payment terms and conditions. Payments that have begun processing before the termination or cancellation date will be delivered by us. All Scheduled Payments that have not begun processing before the requested cancellation date will not be delivered.
- L. **Cancellation of Enrollment in Bill Payment by You.** If you want to cancel your enrollment in the Bill Payment Service, you may contact us at the number show in Section IX.P.

V. FUNDS TRANSFER SERVICE.

A. Transfer Types and Limitations.

- **Types of Transfers.** You may use Online Banking to transfer funds between any of your eligible Accounts (“Internal Transfers”), or between an eligible Account and an eligible account at another financial institution (“External Transfers”). (Internal Transfers and External Transfers are collectively referred to as “Funds Transfers”). You may also use Mobile Banking to make Internal Transfers.
- **Frequency of Transfers.** We do not limit the number of Internal Transfers you may make. We limit the number of External Transfers you may make to three (3) per calendar day and ten (10) per month.

- Dollar Amount of Transfers. Internal Transfers are limited to \$1,000,000 per transfer subject to the available balance. External Transfers are limited to \$5,000 per transfer and to a combined total of \$10,000 in transfers per calendar month.
- Repeating External Transfers. To authorize a repeating External Transfer, you agree to have a means to print or download and save a copy of your authorization for your records. If you do not have a printer or means to download and save a copy, you agree to continue to authorize a repeating External Transfer on a transaction-by-transaction basis until you have a means of printing a copy of your authorization for your records. Also, if you schedule a repeating External Transfer, the transfers will be automatically sent until the end date you requested, or if no end date was requested, until you cancel or change them.
- Funds Transfers Subject to Other Account Agreements. Funds Transfers are subject to the Other Account Agreements, as applicable. Certain types of Accounts may not be eligible for Funds Transfers or may be restricted (for example, transfers to or from certificate of deposit accounts and individual retirement accounts, and transfers from certain loan accounts), and you agree not to make any Funds Transfers from or to such Accounts.
- Rejection of Transfers. We reserve the right to decline any Funds Transfer request at our sole discretion.
- Cutoff Times. An Internal Transfer between any of your Accounts initiated through the Digital Banking Service before 8:00PM Central Time on a Business Day will be posted to your Account the same day. An Internal Transfer initiated after 8:00PM Central Time on a Business Day or on a non-Business Day will be posted to your Account no later than the following Business Day. An External Transfer initiated through Online Banking before 6:00PM Central Time on a Business Day will be posted to your Account the same day. An External Transfer initiated after 6:00PM Central Time on a Business Day or on a non-Business Day will be posted to your Account no later than the following Business Day.
- Closed Accounts: If the designated Account is closed, you will need to designate another Account or any future scheduled or repeating External Transfers will be canceled.

Please ensure that you have or will have sufficient available funds in your Account prior to making a Funds Transfer. We may decline any Funds Transfer for which you have insufficient available funds or that we believe may violate Applicable Law or expose us to liability or risk of loss.

B. Information Verification. To verify ownership of your external account(s) that you are trying to link with the Digital Banking Service to conduct External Transfers, we may issue offsetting debits and credits to your external account(s) and require confirmation of the credit amounts from you. In addition, you agree that we may obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

C. Authorization. You authorize us to select any means to execute your Funds Transfer, including but not limited to the Automated Clearing House (ACH). You agree to be bound by the Operating Rules that govern the applicable funds transfer systems, including the Operating Rules published by NACHA.

We and our service providers will make a reasonable effort to complete the Funds Transfer; however, if for any reason a Funds Transfer cannot be made, you authorize us or our service provider, without notice to you, to credit or debit your Account as necessary to reverse the Funds Transfer. We reserve the right to resubmit the Funds Transfer to your external account, in the event the first transfer attempt is returned for any reason and we cannot reverse the credit or debit to your Byline Bank Account for any reason. There may be a fee charged for this second transfer by the financial institution holding the external account.

If your Funds Transfer instructions identify a recipient by name and account number, the receiving financial institution (which may be us) may execute your instructions by reference to the account number only, even if the account number does not correspond to the name, and even if the account is not owned by the person named in the payment order.

D. Suspension and Reinstatement. We may, without notice to you, suspend your ability to use the Funds Transfer Service for any reason, including our inability to debit your Accounts or to otherwise collect the amount of any Funds Transfer. Our right to suspend your ability to use the Funds Transfer Service does not limit any other right or remedy that we may have under this Agreement or otherwise. If we suspend your ability to use the Funds Transfer Service, you may

request reinstatement of the service by contacting us. We may, in our sole discretion, grant or deny reinstatement, and if we agree to reinstate you, we may limit the number of Funds Transfers or dollar amount of Funds Transfers that you may make per month.

E. External Transfers and Insufficient Funds.

You acknowledge and agree that:

- If there are insufficient available funds in your Account, we may, but are not obligated to advance the funds to send the External Transfer;
- If we advance funds on your behalf, we may attempt to debit your Account up to three times on subsequent days without notice to you to complete the External Transfer and the debit may result in an overdraft;
- You will pay us promptly for any amounts that we have advanced to fund an External Transfer on your behalf;
- If there are insufficient available funds for an External Transfer and we advance the funds, we may suspend the External Transfer Service until we have been repaid, which means that other Scheduled External Payments will not be delivered and you will not be able to schedule additional External Transfers;
- If we advance funds on your behalf, and your Account is closed when the External Transfer is presented, you will pay us promptly for any amounts that we have advanced to fund an External Transfer on your behalf.

If you are enrolled in the Overdraft Protection Service or have an overdraft line of credit, those services do cover External Transfers, subject to their terms and conditions.

F. Funds Transfer Activity. You may view completed Funds Transfers at any time through the Digital Banking Service. You may view pending Funds Transfers at any time through Online Banking.

G. No Unlawful or Prohibited Use. You acknowledge and agree that you will not use the Funds Transfer Service for any unlawful purpose or in a way not permitted, either expressly or implicitly, by this Agreement. You further acknowledge and agree that you will not use the Funds Transfer Service in a way that could damage, disable, overburden or impair the Digital Banking Service. You agree not to impersonate any person or use a name that you are not authorized to use. You represent and warrant that all information you have provided or will provide is true, correct and complete.

H. Security Procedures. If you are the recipient of a Funds Transfer, you agree that you will provide us with any information that we may reasonably require to transfer funds to your Account and that we may provide the transferor's financial institution with any information that it may need to transfer such funds to your Account. If you are sending a Funds Transfer, you agree that a recipient's financial institution may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that we may provide to such financial institution any required information to verify the instructions.

You further agree that we may authorize such financial institutions to charge and debit your Accounts based solely on these communications. If a Funds Transfer is rejected for any reason by us, the funds will be returned to the transferor.

YOU ALSO AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INSTRUCTION, PAYMENT ORDER, AMENDMENT, OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER, REGARDLESS OF WHETHER WE FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY APPLICATION HERETO. OUR SECURITY PROCEDURES ARE NOT INTENDED TO, AND DO NOT, DETECT ERRORS IN THE CONTENT OR TRANSMISSION OF ANY INSTRUCTION, PAYMENT ORDER, AMENDMENT, OR CANCELLATION TRANSMITTED BY YOU OR ANYONE AUTHORIZED BY YOU.

VI. STOP PAYMENT REQUESTS ON CHECKS.

A. Stop Payment. You may submit a request that we stop payment of a check drawn on your checking or money market

Account through Online Banking. A stop payment request must specifically identify the check that you would like to stop the payment of and must be received by us before our 6:00PM Central Time cut-off hour on a Business Day for us to treat it as received on that Business Day. If we receive your request after the cut-off hour on a Business Day or on a non-Business Day, we will treat the stop payment request as if it was received on the next Business Day. You must ensure your stop payment request is accurate; we are entitled to rely on the information, whether it is accurate or not. Other terms and conditions that apply to stop payment requests on checks are set forth in the applicable Deposit Account Agreement and Disclosures. (Stop payment requests for Bill Payment Checks are addressed in the Bill Payment section.)

- B. Cancellation.** Unless renewed, a check stop payment request will remain in effect for a period of 180 calendar days. If you want to cancel the stop payment request, you must cancel it in writing and deliver it to us at one of our branches, through the mail, at the address indicated in Section IX.P. Your request to cancel a stop payment order is not effective until we have a reasonable opportunity to act on it.

VII. PROVISIONS APPLICABLE TO CONSUMER DEPOSIT ACCOUNTS ONLY.

The following sections apply only to individuals who access the Digital Banking Service for personal, family or household purposes. Although we may grant the protections set forth below to you if you use the Digital Banking Service for business purposes, you are not entitled to such protections; we are under no obligation to provide them to you; and we may cease providing them at any time in our sole and absolute discretion. For purposes of this Section, "Account" is limited to non-IRA deposit Accounts.

- A. Your Rights and Responsibilities.** You should notify us immediately if (i) you believe your User ID or password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, (ii) the phone number for your Mobile Device is changed or service is terminated, (iii) you believe that your Mobile Device has been lost or destroyed or your Mobile Device or Mobile Banking has been accessed or used without your authorization, (iv) you suspect any fraudulent or other unauthorized activity on your Accounts, or (v) you believe an EFT has been made using the information from your check without your permission. To notify us, call us at (773) 244-7000, submit a Contact Us form at www.bylinebank.com, or write us at PO Box 7969, Carol Stream, IL 60197-7969. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) Business Days after you learn of a loss or theft of your User ID or password, you can lose no more than \$50 if someone used your User ID and password without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your User ID or password, and we can prove that we could have stopped someone from using your User ID or password without your permission if you had told us, you could lose as much as \$500.
- B. Resolving Errors or Problems.** In case of errors or questions about your EFTs, call us at (773) 244-7000, submit a Contact Us form at www.bylinebank.com, or write us at PO Box 7969, Carol Stream, IL 60197-7969. Notify us as soon as you can, if you think your statement is wrong or if you need more information about an EFT.
- Tell us your name and Account number (if any).
 - Describe the error or the EFT 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 ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days if the EFT 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 forty-five (45) days (ninety (90) days if the EFT involved a new Account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (twenty (20) Business Days if the EFT 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 complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. Your Account is considered new for the first thirty (30) days after the Account is opened, unless each of you already has an established deposit account (more than 30 days old) with us before this Account is opened.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written notice and will debit your Account any amounts that were advanced. You may ask for copies of the documents that we used in our investigation.

Also, if your Account statement, including your electronic Account statement, shows EFTs 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 sixty (60) days after the statement was mailed to you or provided electronically, you may not get back any money you lost after the sixty (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 (e.g., a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

C. Our Liability for Failure to Make EFTs. If we do not complete an EFT, including a Payment, to or from your Account on time or in the correct amount, or cancel an EFT as properly requested on time or in the correct amount, according to our agreement with you, we are liable for your losses or damages. There are some exceptions to our liability for processing transactions on your Accounts. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in your Account to make the EFT, or if the EFT cannot be made because of legal restrictions affecting your Account;
- The transfer would go over the credit limit on your overdraft line;
- Your Account is closed or has been frozen;
- You or anyone you allow to use the Digital Banking Service has committed any fraud or violation of Applicable Law;
- The systems, including Mobile Banking, your Mobile Device or your Internet, cellular or wireless service, were not working properly and you knew about the breakdown when you started the transfer;
- Circumstances beyond our control, such as interruption of telephone or wireless service or telecommunication facilities, flaws in your Mobile Device or natural disaster, such as a fire or flood, prevent the transfer, despite reasonable precautions that we have taken;
- You have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on a Bill Payment;
- You have not properly followed the instructions for using the Digital Banking Service;
- You have failed to download and/or install any required Mobile Application;
- Your computer or Mobile Device fails or malfunctions; or
- Your operating system or software was not properly installed or functioning properly.

There may be other exceptions stated in the applicable Other Agreements.

Our sole responsibility for an error in an EFT will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by Applicable Law.

D. Further Limitations on Our Liability. In addition to the limits of our liability for failure to complete an EFT, we will not be responsible for the following matters, or for errors or failures of the Digital Banking Service:

- We will not be liable for failure to provide access or for interruptions in access to the Digital Banking Service due to a system failure or due to other unforeseen acts or circumstances.
- We will not be responsible for any errors or failures from any malfunction of your computer, Mobile Device or any computer virus or other problems related to your computer equipment used with the Digital Banking Service.
- We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider, your personal financial management or other software, your Mobile Device or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Digital Banking Service.

- We are not responsible for postal delays or processing delays by the Payee for any Payment made through the Digital Banking Service.
- We are not responsible for any transactions you initiate or authorize using Mobile Banking.

The Digital Banking Service is provided by us on an "AS IS" and "AS AVAILABLE" basis. WE MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE DIGITAL BANKING SERVICE, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We do not and cannot warrant that the Digital Banking Service will operate without errors, that any or all functions will be available and operational at all times, that the results that may be obtained from the Digital Banking Service will be accurate or reliable or that any errors in the Digital Banking Service will be corrected.

Except as otherwise provided in this Agreement, we will not be liable to you or anyone else for damages of any kind arising from the use of the Digital Banking Service, the inability to use the Digital Banking Service or circumstances beyond its control, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, even if we are expressly advised of the possibility of such damages. Some states do not allow limitations on warranties or certain damages. Therefore, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

E. Privacy. In addition to any other reasons disclosed herein, we will disclose information to third parties about your Account or the transactions you make:

- Where it is necessary for completing transactions;
- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- As required by Applicable Law, including tax laws;
- If you give us your written permission; or
- As explained in our Privacy Notice and Policies.

You can see a full description of our privacy practices by clicking on "Privacy Policy" in the Digital Banking Service.

We may maintain audit logs that track your access, viewing, and use of electronic data in connection with your use of Digital Banking. These audit logs may include but are not limited to detailed information about your transactions conducted through Digital Banking.

VIII. NOTICE AND DELIVERY.

Notwithstanding the provisions of any Other Agreement, all notices we may send to you, all other Documents, and any other information concerning this Agreement, your Accounts or the Digital Banking Service may be sent electronically, by phone, through the mail (U.S. Postal Service or overnight courier), by hand delivery, or by other means, except as expressly provided otherwise in this Agreement.

We'll send this information to the electronic address, telephone number, or postal address of the owner of the applicable Account or service as reflected in our records, unless you specify a different electronic address, telephone number, or postal address.

Documents we send via mail or hand delivery shall be effective (i) if mailed via U.S. mail, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, or (ii) if sent via overnight courier or hand-delivered, when delivered.

We may send Documents electronically (i) by transmitting the Document to the appropriate electronic address, or (ii) by posting the Document on a website and sending a notice to the appropriate postal address or electronic address stating that the Document has been posted, and either providing a hyperlink to the Document, or providing information concerning its location and providing instructions on how to view it. Documents sent electronically by us will be effective when the Document, or a notice advising of its availability, is sent to the appropriate electronic address. The electronic address we

may use includes an email address, other electronic address, or a mobile/cellular telephone number for SMS text messages. You agree that we may use an automatic telephone dialing system to send SMS text messages to any mobile/cellular telephone number you have provided to us. Our text messages to your mobile/cellular telephone numbers could result in charges to you.

If your Account has multiple owners, we may send Documents to any one of them. The person receiving the notice is responsible for providing copies of all Documents to all other account owners.

Any notice you send to us must be sent via mail or some other method we have expressly authorized and won't be effective until we receive it and have a reasonable opportunity to act on it.

IX. GENERAL TERMS.

- A. **Information Authorization.** In order to provide the Digital Banking Service, we must obtain certain personal information about you, your Accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our Privacy Policies.
- B. **Ownership of Intellectual Property.** Either we or our service partners retain all ownership and proprietary rights in the Digital Banking Service, associated content, technology, and website(s), and the content, information and offers on our website are copyrighted by us and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You may not use the Digital Banking Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Digital Banking Service.
- C. **Third Party Websites.** The Digital Banking Service may contain or reference links to websites operated by third parties ("**Third Party Websites**"). These links are provided as a convenience only. Third Party Websites are not under our control, and we are not responsible for the content of or links contained in any Third Party Website. The Third Party Websites may have different privacy policies than us. You agree that we are not responsible for any provisions or terms in a Third Party Website and have no liability for any Third Party Website.
- D. **Geographic Restrictions.** Although we generally do not restrict your use of the Digital Banking Service from outside of the United States, we may restrict access from certain jurisdictions as required by Applicable Law, or for security or other purposes. Additionally, other countries may impose limits on your access.
- E. **Governing Law.** This Agreement, shall be governed by and construed in accordance with federal law and with the laws of the State of Illinois, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law, and all other terms of this Agreement shall remain in full force and effect.
- F. **Indemnification.** In addition to the indemnifications and limitations on liability contained in the applicable Other Agreements, you hereby indemnify and hold us harmless and each of our directors, officers, employees, agents, successors, and assigns ("**Indemnitees**") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs) incurred by or asserted against such Indemnitee in any way relating to or arising out of (i) your use of the Digital Banking Service, (ii) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (iii) any failure by you to comply with Applicable Laws, (iv) any acts or omissions of you or any third party, (v) our reliance on the information, instruction, license and/or authorization provided by you under this Agreement, or (vi) your infringement or infringement by any user of your Account(s) of any intellectual property or right of any person or entity.
- G. **Exclusion of Warranties.** THE DIGITAL SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE MAKE

NO WARRANTY THAT THE DIGITAL SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, WILL DELIVER ACCURATE OR RELIABLE RESULTS, AND WILL BE CORRECTED IF ANY ERRORS ARE IDENTIFIED IN THE SERVICE OR TECHNOLOGY. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

- H. Amendment.** We may add, delete, or change the terms and conditions of this Agreement or modify the Digital Banking Services at any time. We will notify you of changes if and as required by Applicable Law. We may notify you of changes by mail, email, text message, or a notice on our website and will make the updated terms available on our website. Your continued use of the Digital Banking Service after the effective date of the change constitutes your acceptance of the changes. If you do not agree with a change, you may discontinue using the Digital Banking Service.
- I. Waiver.** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.
- J. Termination of Agreement; Suspension of Service.** We may terminate this Agreement, in whole or in part, or suspend or terminate your access to the Digital Banking Service or any specific feature or service in the Digital Service at any time in our sole discretion. We will provide you with notice of such termination, or suspension if required by Applicable Law. If your access to the Digital Banking Service or a portion of the Service is terminated, any unprocessed Funds Transfers and Payments, including both one time and Repeating Transfers and Payments, as applicable, will be canceled and not processed. To request reinstatement of the Digital Banking Service, call Customer Support at (773) 244-7000.
- K. Continuing Rights.** You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.
- L. Force Majeure.** We shall not be responsible for any Losses resulting from our failure to perform any Digital Banking Service or to perform any other obligations under this Agreement and which are caused by an act of God, pandemic, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or event of terrorism, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond our control.
- M. Assignment.** This Agreement is personal to you and may not be assigned. We may assign this Agreement in our sole discretion and may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
- N. Entire Agreement.** This Agreement, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Digital Banking Service.
- O. Headings; Severability.** The section headings of this Agreement are for convenience only and shall not limit or affect the meaning or construction of any of the provisions of this Agreement. If for any reason any provision or portion of this Agreement is found unenforceable, the remaining provisions will continue in full force and effect.
- P. Our Contact Information.** You may contact us at any time by calling Customer Support at (773) 244-7000 or by writing to us at PO Box 7969, Carol Stream, IL 60197-7969.