

Dear Customer,

At Byline, we know that you—our customers—are our most valuable asset. Which is why we're writing today, to share with you some very exciting news!

As you know, we're committed to constantly striving to become the bank our customers deserve and to consistently provide you with regular updates and information about your accounts and services. On **February 25, 2019**, we'll be making some exciting updates including:

- A new and improved online banking platform and mobile banking application
- A new look and feel for your account and loan statements
- A few updates to your accounts and services to ensure the best service and value possible

**What this means for you**

On February 25, 2019, we'll be launching a number of system updates and improvements. In the coming weeks you'll receive additional information from us about what that means for you, and how to prepare for some account and system maintenance over the weekend of February 22-24, as we perform required updates.

There are important changes coming to your account. Enclosed for your review are our updated Deposit Account Disclosures, as well as, Byline Bank's current Privacy Policy. **Please carefully review the back of this letter and the updated Personal Deposit Account Disclosures to learn more about the account and service changes that will go into effect on February 25, 2019.** Beginning on February 25, 2019, a copy of our updated Personal Deposit Account Disclosures can also be found at <https://www.bylinebank.com/personal-account-disclosures>.

In the coming weeks, you'll continue to receive additional information from Byline about some of these system and services enhancements, and you can also read about updates to our progress at [bylinebank.com/updates](http://bylinebank.com/updates).

As always, we appreciate your choosing Byline Bank to be your local banking partner, and want to reassure you about the time and effort we've put into making these account and system updates successful for you. Please feel free to call us at (773) 244-7000 or visit your local branch, where we'd be happy to talk through any questions you may have. Additionally, please continue to visit [bylinebank.com/updates](http://bylinebank.com/updates) for the latest information about our upcoming transition.

Thanks for making the choice to Bank Local, with Byline.

Sincerely,



Megan Biggam  
Senior Vice President, Retail Banking  
Byline Bank



180 N. LaSalle, Suite 300  
Chicago, IL 60601

773 244 7000  
[bylinebank.com](http://bylinebank.com)



Current Account Name	New Account Name	New Features of Your Account
Simply Checking	Freedom Personal Checking	Your <b>Freedom Personal Checking</b> offers: <ul style="list-style-type: none"> <li>• No minimum balance requirements</li> <li>• No monthly service charges</li> <li>• Unlimited check writing</li> </ul>
Bank at Work	Freedom Personal Checking	Your <b>Freedom Personal Checking</b> offers: <ul style="list-style-type: none"> <li>• No minimum balance requirements</li> <li>• No monthly service charges</li> <li>• Unlimited check writing</li> </ul> <p>You will now be charged all standard fees that apply to the Freedom Personal Checking Account. Please see the enclosed Personal Product Service Fee Schedule within your Deposit Account Disclosures. After February 25, 2019, you can also refer to our website to view our current disclosures at <a href="https://www.bylinebank.com/wp-content/uploads/2018/03/Personal-Account-Disclosures.pdf">https://www.bylinebank.com/wp-content/uploads/2018/03/Personal-Account-Disclosures.pdf</a></p>
Private Checking	Freedom Personal Checking	There are no changes to your account features.
Low Cost Checking	Freedom Personal Checking	Your <b>Freedom Personal Checking</b> offers: <ul style="list-style-type: none"> <li>• No minimum balance requirements</li> <li>• No monthly service charges</li> <li>• Unlimited check writing</li> </ul>
Employee Health Savings	Health Savings Account	There are no changes to your account features.
HSA Health Savings Account	Health Savings Account	Your Health Savings Account offers: <ul style="list-style-type: none"> <li>• No monthly service charges</li> <li>• No minimum balance requirements to earn interest</li> <li>• Your new interest rates will be calculated on the following four account balance tiers: <ul style="list-style-type: none"> <li>» \$1 - \$2,499.99</li> <li>» \$2,500 - \$9,999.99</li> <li>» \$10,000 - \$24,999.99</li> <li>» Equal to or greater than \$25,000</li> </ul> </li> </ul>
Minor Passbook Savings	Junior Banker Passbook	There are no changes to your account features.
Minor Statement Savings	Junior Banker Statement	There are no changes to your account features.
Personal Passbook Savings	Personal Passbook Savings	Your Personal <b>Passbook Savings Account</b> offers: <ul style="list-style-type: none"> <li>• Compounds interest monthly, instead of quarterly</li> <li>• Requires a minimum daily balance of \$200</li> <li>• Accounts that do not meet this minimum daily balance limit will incur a flat-rate service charge fee of \$3, per month.</li> </ul>
Golden Passbook Savings		
Statement Savings Account	Personal Statement Savings	Your <b>Personal Statement Savings Account</b> offers: <ul style="list-style-type: none"> <li>• Compounds interest monthly, instead of quarterly</li> <li>• Requires a minimum daily balance of \$200</li> <li>• Accounts that do not meet this minimum daily balance limit will incur a flat-rate service charge fee of \$3, per month.</li> </ul>
Personal Statement Savings		

**Notice Regarding Fees:** Effective February 25, 2019, the fees you will be charged, as well as the ways that these fees are collected, will change. Please consult the Personal Product Service and Fee Schedule for the specific fees that apply to your account.

**Notice Regarding Assessment and Recovery of Service Charges:** If a service charge is assessed on the last day of your account cycle, the service charge will be debited from your account balance. If your account balance does not have sufficient funds to pay this service charge, we will only deduct the portion of the fee that will bring your account to \$0, so as not to overdraw your account. If at any time within the next cycle, the account balance is sufficient to recover the remaining service charge amount owed, your account will be debited to recover this amount. This will be reflected on your statement as a prior recovery of the fee assessed.

**Additional information about your new Byline Bank accounts and services:** Please note that beginning on February 25, 2019, the way in which transactions post to your account will change. Please refer to the Processing and Posting Order section of the enclosed Deposit Account Disclosures for more information.



# **Personal Deposit Account Disclosures**



## Personal Account Disclosure

We're happy you've chosen us and pledge our finest service each time you visit. Keep in mind our many financial services and don't hesitate to ask for assistance.

The signature card you will sign shows ownership of the account. When you sign it, you promise to be bound by this agreement and the regulations in it. Please read this Account Disclosure carefully. Call us if you have any questions or if we can be of further assistance. Please see our contact information listed at the end of this document.

Additional Terms and Rules Applicable to Your Account Will Be Effective When Provided In:

- (a) Written disclosures and other pricing or business information terms that we provide to you when your account is opened such as the Personal Accounts Brochure as updated and modified from time to time;
- (b) Disclosures that we make available when you use additional or different services or new accounts;
- (c) Any periodic statements, manuals or guides whether in print or electronic;
- (d) Other disclosures we provide with respect to ATM, debit cards or overdraft coverage in any privacy policy or notice we provide

By providing written or electronic signature on a signature card or other agreement for various products, services, or systems offered by the bank from time to time, or contract relative to any account with us, or by opening or continuing to maintain or hold an account or borrowing relationship with us, you agree that the most recent version of this Account Disclosure Agreement which is available to you at your local branch, website, or by calling any phone number listed in the document, will control without further duty to notify you. In the event there is any conflict between the Rules and Terms contained herein and other agreements or terms we provide to you when you use additional or other services, the Terms and Conditions contained in the written disclosures and additional agreements will govern with regards to the applicable products or services.

### GENERAL RULES AND INFORMATION APPLICABLE TO ALL ACCOUNTS

**AUTHORIZED SIGNATURE(S):** Only the authorized signature(s) that appear(s) on the signature card for an account will be honored by the Bank in connection with deposits, withdrawals, or the transaction of other business relating to that account. To change the signing authority, we must receive specific written notice of the change of signing authority and be given a reasonable amount of time to conform to that change.

**RESTRICTIVE LEGENDS:** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**DEPOSITS:** Deposits of any amount may be made in person, by mail, through select Byline Bank Automated Teller Machines, through an Electronic Funds Transfer system, or through one of the Bank's night depositories, subject to bank verification.

1. Unless the deposit is delivered in person, it is not considered received until it is actually received by the Bank from US Postal Service, night depository, ATM, electronic transmission, ACH,

Wire Transfer and it is processed by the Bank. Transactions made on a day when the receiving Bank office is not open for routine business, or that are received after the close of business on a day when the receiving Bank office is open for routine business, will not be posted to the account until the next business day. For current hours, please refer to the Bank's website.

2. If you deposit cash into your account, the deposit will be available for you to withdraw as soon as the amount is verified and credited to your account.
3. If you deposit a check, bond, coupon, or other non-cash item, we have the right to receive payment for it and credit it to your account before we make the money available to you. We reserve the right to place a "hold" for the amount of the check you deposit until we have collected those funds. Normally we would place a "hold" on a check you deposit if:
  - your account is new and it has not yet developed enough history activity for us to know you;
  - you deposit a check for an unusually large amount;
  - your check is drawn on another bank or institution;
  - you make a cash back or split deposit; or
  - your check is issued by a person or organization whose reliability is not known to us.

You can endorse a non-cash item for deposit by hand or by using a stamp to show general endorsement for the account. In order to complete a deposit, we have the right to endorse any non-cash item for payment of money made out to any account owner.

4. If there are special fees for collecting the item(s) you deposit, you promise to pay them. If we do not receive final payment for any item we cash for you or accept for deposit to your account, we will charge your account for the amount of the item plus any fees we incur in attempting to collect the item.
5. We have the right to refuse, limit, or return your deposit.
6. The Bank is not liable for a deposit made in our night depositories until the deposit is recorded by the Bank.
7. If you have a Bank ATM or Debit Card, you can also make a deposit through select Byline Bank Automated Teller Machines. These transactions are subject to the terms stated in Electronic Fund Transfers.

**WITHDRAWALS:** Withdrawals from your account can be made in several different ways.

1. You can write a check if you have a checking account.
2. You can use a withdrawal order if you have a savings account. If your savings account is evidenced by a passbook, you must present this passbook when making deposits or withdrawals. At the Bank's discretion, you may make transactions without this passbook but you should present your passbook as soon as possible for entry of these transactions by the Bank. The balance shown in your passbook, on your statement, or on a receipt will not be considered final until verified by us in comparison with our books and records.

As a day-to-day practice, the Bank allows withdrawals from regular passbook and statement savings accounts at any time without prior notice. We do reserve the right, however, to demand and receive at least seven days prior written notice that a withdrawal is going to be made. A provision of this type is required by federal law.

3. If there is a power of attorney on file for your account, the person having the power of attorney can make a withdrawal for you.
4. If you have a Bank ATM or Debit Card you can use it to withdraw or transfer money from your account at any Automated Teller Machine wherever the NYCE®, STAR®, Cirrus System®, or MasterCard® logo (for the debit card) is displayed. These transactions are subject to the terms stated in Electronic Fund Transfers.

**HOLD ON OTHER FUNDS:** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**ACH AND WIRE TRANSFERS:** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the State of Illinois in which you have your account with us. If you originate a fund transfer for which Fedwire is used and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**STOP PAYMENTS:** If you wish to stop payment on a check you have written, you must complete a Stop Payment Request or you must notify the Bank and this notification must be accepted by the Bank before the check is paid. Stop Payment Requests submitted within online banking do not require written confirmation. An oral Stop Payment Request is effective for only 14 days unless confirmed. A written and/or confirmed Stop Payment Request is binding upon the Bank for only 180 calendar days unless renewed in writing. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you. The request can be made by phone or in writing and must include the number, date, amount, and payee of the check. Any joint owner or authorized signer can release a stop payment order previously requested on the account. The Stop Payment Request will become effective 24 hours after acceptance. We are not responsible for Stop Payment Requests with incorrect information. If you have a joint account, we will accept a Stop Payment Request from any of the joint owners regardless of who signed the check. Please

refer to our Product and Service Fees for the current service fee for each Stop Payment Request you give us. You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the Card for one time debit transactions, and we have no obligation to honor any such stop payment request by you.

**NIGHT DEPOSITORY:** All financial institutions are required to notify their depositors (pursuant to Illinois Senate Bill 137 as amended by Illinois Senate Bill 1526) of the adoption of a policy that the financial institution is not liable for deposits made in an outside depository until the deposit is actually recorded.

**SOCIAL SECURITY NUMBER:** An account may be opened with the following identification numbers: a taxpayer identification number (TIN) (or evidence of an application for one), and an identification for a non-U.S. person is one or more of the following: a TIN; a passport number and country of issuance; an alien identification card number; or a number and country of issuance of any other unexpired government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. Some promotional accounts may require a Social Security Number.

**INACTIVE (DORMANT) ACCOUNTS:** Each state has laws that govern when accounts are considered abandoned, and when we're required to send a customer's funds to the state. We'll mail you a letter to notify you before we transfer funds to the state as abandoned property. Please contact a banker for more details.

**UNCLAIMED PROPERTY:** The law establishes procedures under which unclaimed property must be surrendered to the state. We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the State, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability with respect to the funds.

**CLOSING AN ACCOUNT:** You can close your account, provided the funds are collected, on any of the Bank's business days for any reason. The Bank can also close the account at any time, but, if the Bank does so, it will mail or otherwise give you a notice of that closing and a check for the remaining balance, if any.

**MONTHLY SERVICE FEES:** Monthly service fees for each type of account are stated in our Personal Accounts Brochure. We have the right to require that a minimum balance be maintained in your account. If that balance is not maintained, a monthly service fee may be assessed. It is agreed that an account, whether active or dormant, shall be subject to monthly service fees adopted by the Bank and may be changed from time to time. Such fees may be deducted from your account and the Bank shall not be liable for dishonoring checks, drafts, notes, or other instruments because of insufficient funds resulting from the deduction of such monthly service fees.

#### Notice on Fees

If a service charge is assessed on the last day of your account cycle, the service charge will be debited from your account balance. If your account balance does not have sufficient funds to pay this service charge, we will only deduct the portion of the fee that will bring your account to \$0, so as not to overdraw your account. If at any time within the next

statement cycle, the account balance is sufficient to recover the remaining service charge amount due, your account will be debited to recover this amount. This will be reflected on your statement as a prior recovery of the fee assessed. Please call us with any questions.

**DEBTS WITH US:** If you owe us money (including, but not limited to, principal, interest, costs, fees, or expenses), we have the right to transfer funds from any individual or joint account you have with us to pay the debt.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT:** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action does not involve all those associated with the account, including, but not limited to, owners and authorized signers. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**GOVERNING LAW:** In addition to the terms of this agreement, accounts are subject to all applicable state and federal laws and applicable agreement which could supersede this deposit agreement from time to time.

**LIABILITY:** We will be responsible and liable only for our own lack of good faith and our own failure to exercise ordinary care in handling items for collection or deposit in accordance with applicable laws. Ordinary care by us means that we will maintain reasonable Bank procedures for the handling of these items, but we shall not be liable for a clerical error, an oversight, or an honest mistake in judgement.

**DISAGREEMENTS:** The regulations contained in this disclosure are binding both on the Bank and on you. If there is a conflict between these regulations and something said by one of our representatives, these regulations will be controlling.

**CHANGE OF BANK TERMS:** We can change these terms at any time. If we do, we will attempt to notify you by posting notice at the Bank, by mailing notice to you at the address shown on our records, or providing notice on any periodic statements, manuals, or guides whether in print or electronic, or by posting the updated disclosure on the Bank's website.

**BANK STATEMENTS:** If you request at any time to discontinue receiving mailed statements, you will be deemed to have agreed to pick up copies of your account statements and review them regularly. In such event it will not be deemed a defense or excuse to any requirement herein that you review and notify bank of irregularities within specified time frames. You must notify us in writing within 30 days after we mail a statement or otherwise make a statement available if you did not receive your scheduled statement. If you do not comply with the requirement above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the item or errors.

**SUBSTITUTE CHECKS AND YOUR RIGHTS—IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT:**

A. What is a Substitute Check? To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

B. What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

C. How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please write or call us at the contact information located at the end of this document. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check

number, the name of the person to whom you wrote the check and the amount of the check.

**TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU.** By providing us with a telephone number (including a mobile telephone) and/or email address in connection with your account opening, you consent to receiving calls and/or text messages from us at that number and/or emails from us for our everyday business purposes (including identity verification) and for other marketing or non-marketing purposes. Standard telephone minute and text charges may apply if we contact you.

**NOTICE OF NEGATIVE INFORMATION:** Federal law requires us to provide the following notice to customers before any "negative information" may be reported to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts, or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement. After providing this notice, additional negative information may be submitted without providing another notice. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

## **ACCOUNTS INVOLVING TRANSFERS OF PROPERTY INTERESTS**

**JOINT ACCOUNT:** If this is a joint account, any or all of the joint owners can make deposits or withdrawals. When we do business involving a joint account we can act on the written instructions of any one or more of the joint owners. We will accept phone transfers between accounts within our Bank as long as the funds are collected and the person initiating the transfer request is an authorized signer on both accounts. We will continue to follow these instructions until we receive written notice to change them. Any transactions that occur before we receive written notice of a change of instructions will be binding on all joint owners. We have the right to endorse any checks, drafts, or other orders for the payment of money made out to any of the joint owners. Once endorsed we can deposit them into the joint account, or you can endorse them for deposit by using a stamp to show a general endorsement for the account. You agree that any money in this account can be paid to any one or more of the joint owners, whether or not the other owners are alive at the time of the payment. If we make a payment following these rules, you release us from liability. You agree that it is your intention to create a joint tenancy with the right of survivorship (a form of ownership) in this account and that if one or more of the joint owner(s) die(s), his or her interest in the account passes to the remaining owners. Note: Once a joint account is opened, one owner cannot remove another from the title of the account.

**TOTTEN TRUST ACCOUNT:** If the deposit has been made by you, the depositor, as trustee for a beneficiary without presenting formal trust papers and you have completed and signed the proper signature card, this deposit will be treated as a Totten Trust Account. You agree that the deposit has been made for the benefit of the beneficiary shown on the signature card. Upon your death, if you are the sole trustee, the beneficiary shown on the account and our records of the beneficiaries legal representative will become the owner of the account. During your lifetime, you may deal with this account as your own. You may change the designated beneficiary, but if you wish to do so, you must complete and sign a new signature card which names the new beneficiary. The Social Security Number of the trustee is used for income reporting purposes.

**UTMA DISCLOSURE:** This account is a Uniform Transfer/Gift to Minors Act (UTMA/UGMA) savings account. You agree that this account will be governed by the Uniform Transfer/Gift to Minors Act of the state where the account is opened. All funds deposited in the account irrevocably become the property of the minor, but are to be managed for the minor's benefit by the custodian until the minor reaches the age of 18 or 21, depending on state law, at which time the custodian is responsible for distributing the funds to the minor. Only one custodian (who must be 21 or older) and one minor are allowed per account. The law imposes certain fiduciary and record keeping obligations on an UTMA/UGMA account custodian and requires that interest earnings are reported to the IRS under the minor's Social Security Number.

**ACCOUNT FOR MINORS:** For an account established by or for a minor, the Bank reserves the right to require the minor account owner to have a parent/guardian joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Bank for any returned item, overdraft, or unpaid charges or amounts on such account. The Bank may make payment of funds directly to the minor without regard to his or her minority upon consent of the parent/guardian joint owner. The signature card will serve as the consent in regards to withdrawals by the minor. The Bank has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner.

**OTHER FIDUCIARY ACCOUNTS:** Under certain circumstances a court order will govern accounts involving a Transfer of Property Account for the amount of the item plus any fees we incur in attempting to collect the item.

**POWERS OF ATTORNEY:** Each person listed on a signature card, resolution or certification of authority as being authorized to make withdrawals, transfers by check or otherwise may provide similar rights to a person pursuant to a legally effective power of attorney and such person granted a power of attorney will have the access and authority of the person granting such authority provided that the power of attorney is delivered and approved by the Bank and we have not received written notice that such power has been rescinded or otherwise terminated. We undertake no obligation to notify joint holders of our receipt of such a power of attorney. We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

## **GENERAL RULES COVERING CHECKING AND INTEREST-BEARING TRANSACTION ACCOUNTS**

**STATEMENTS:** A monthly cycled statement will be sent to you summarizing the activity of your account. If you do not notify us of an unauthorized signature or alteration within a reasonable time (no later than 30 days) after the first statement has been sent on which the error appeared, you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure and you cannot assert any unauthorized signatures or alterations by the same person or persons on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice.

Statements may automatically be combined for accounts with the same title or at a your request. We lose these protections if we fail to exercise ordinary care in paying an item with an unau-

thorized signature or alteration, unless you do not notify us of the problem within 30 days of when we send or make available to you the statement and items. You must also report any other account problem within this 30-day period or lose your right to assert the problem against us.

**OVERDRAFT AND UNCOLLECTED FUNDS:** If you attempt to withdraw more money than the balance in your account, the Bank, at its option, may process the transaction which will cause an overdraft of the account. The Bank at its option may pay, but is under no obligation, to pay an item that has caused an overdraft or is drawn against uncollected funds, or it may return such checks unpaid. The payment of any overdraft does not guarantee the payment of any other overdraft. Overdraft fees will result from overdrafts created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means and these fees are listed in the Product and Service Fees Schedule.

**POST-DATED CHECKS:** We are not responsible for payment of a check before its due date, even if we had knowledge that it was post-dated.

#### **PROCESSING AND POSTING ORDERS:**

##### **A. Processing and Posting Orders**

We may determine in our discretion the order that we process and post credits, debits and holds to your account. We may credit, authorize, accept, pay, certify, decline or return credits, debits and holds arriving to your account on the same day in any order at our option. We may change our processing and posting order at any time without notice to you. We may give preference to debits payable to us. On your account statement we do not necessarily report debits and credits in the order that we posted them to your account. As examples: credits include teller deposits, direct deposits and credits we make. Debits include checks, debit card purchases, withdrawals (in-person, ATM, preauthorized and Online), payments, fees, charges and other items. Holds include deposit holds, debit card authorizations and holds related to cash withdrawals and electronic transfers.

##### **B. Debit Categories**

We may establish different categories for different types of debits, move debit types among categories, and determine posting orders within each category and among categories. A category may include more than one type of debit. As an example, we may treat ATM withdrawals and debit card purchases as one category, and checks as another category, and then process and post ATM withdrawals and debit card purchases before we process and post checks. Some categories may have different posting orders than other categories. We may change categories and orders within categories at any time without notice.

##### **C. Posting Order Determined at End of Day**

We do not process and post credits, debits and holds to your account in the order in which they occur or we receive them. Often, they are not posted to your account on the same day that they occur. As an example, when you write a check or pay a merchant, the merchant may not present the check to us for payment until several days later. Sometimes we temporarily post credits, debits or holds to your account during the day. When we do this, we may change their posting order at the end of the day. We may treat credits, debits and holds to your account which we receive on a day as if we received all of them at the end of the day and post them in the order we determine.

##### **D. Low to High Dollar Posting**

We ordinarily process and post debits and credits within each category from the lowest to highest dollar amount within each debit category, regardless of the order in which they occur or we receive them. Please see the specifics outlined below.

PROCESSING ORDER	DEBIT CATEGORIES	PROCESSING ORDER WITHIN CATEGORY
1	Overdraft Fees and Returned Item Fees	Lowest to highest dollar amount order
2	Chargebacks, levies and garnishments (including any chargeback fees)	Lowest to highest dollar amount order
3	Wire Transfers (including any wire transfer fees)	Lowest to highest dollar amount order
4	Withdrawals made at a branch, including telephone transfers and transfers made via online banking. Nonscheduled debits made at your request for payment on Byline loan.	Lowest to highest dollar amount order
5	ATM withdrawals and Debit Card transactions paid on that Business Day	Order they were withdrawn or authorized. If transactions are received by us at the same time, they are processed in lowest to highest dollar amount order
6	Checks, drafts and other items presented for collection	Lowest to highest dollar amount order
7	ACH transactions, including Bill Pay Online Banking payments	Order received by us, and if received at the same time they are processed in lowest to highest dollar amount order
8	Any other automatic loan payment made to a Byline loan	Lowest to highest dollar amount
9	Scheduled transfers to another account or an account at another financial institution	Order such scheduled transfers were authorized by you
10	Any fees and debits not included in one of the above categories	Lowest to highest dollar amount order

INTEREST BEARING ACCOUNT: BY LAW WE MUST RESERVE THE RIGHT TO REQUIRE SEVEN DAYS WRITTEN NOTICE FROM YOU OF ANY INTENDED WITHDRAWAL. If we do at any time require seven days notice, we will have the right to return any unpaid checks for which notice has not been given and we will not incur any liability in so doing.

INTEREST: Interest will be credited or paid in accordance with the following general rules. For each statement cycle during which you maintain the balance or average available balance which we have established, the money deposited in your account will earn interest at our current rates. WE RETAIN COM-

COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH WE DETERMINE THE ANNUAL PERCENTAGE YIELD. The funds held in the interest bearing deposit account are insured up to the current FDIC coverage limit of \$250,000 per depositor.

**ANNUAL PERCENTAGE YIELD:** At the time of your initial deposit, we will advise you of our current rate. A rate will be applied to the daily balance in your account during each statement cycle. Interest begins to accrue on the business day you make a deposit. Money Market(s), Health Savings, Prime Life Checking and High Interest Checking accounts closed during a statement cycle will not earn accrued interest for that period.

## **GENERAL RULES COVERING SAVINGS ACCOUNTS**

**EVIDENCE OF ACCOUNT:** A savings account may be evidenced by a passbook or written statement. If the savings account is evidenced by a statement form, a written statement will be issued at least once during each calendar quarter to report deposits, credits, withdrawals or any changes to your savings account. As with passbook accounts, all transactions shall be entered in the passbook, which shall be the evidence of such deposit. The amount shown in the balance column of the passbook is for the guidance of the depositor and is not to be taken as correct unless verified by comparison with the books of the Bank. Only one book will be issued to joint depositors. If your passbook is lost, stolen, or destroyed, you must notify the Bank at once. The Bank retains the option to require a 30 day waiting period before it permits withdrawals from the account or issues a new passbook. The Bank may require you to furnish an Indemnity Bond as a condition to any such withdrawal or new passbook. In addition, a fee to be determined by the Bank, but not in excess of \$10.00 per replacement, will be charged for each lost passbook.

**WITHDRAWALS:** You can withdraw amounts from your savings account in person or by mail; in either case, a properly signed withdrawal order is required. The Bank may at any time assess charges for excessive savings account activity. Consult the Consumer Product and Service Fee Schedule for details.

**EXCESS WITHDRAWALS:** Savings and Money Market Accounts (excluding Health Savings Account) are limited to six (6) pre-authorized transfers, which include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties per statement cycle. The Bank may at any time assess charges for excessive savings account activity. Consult the Consumer Product and Service Fee Schedule for details.

**INTEREST:** Interest will be credited or paid in accordance with the following general rules. For each statement cycle during which you maintain the balance or average available balance which we have established, the money deposited in your account will earn interest at our current rates. WE RETAIN COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH WE DETERMINE THE ANNUAL PERCENTAGE YIELD. At the time of your initial deposit, we will advise you of our current rate. A rate will be applied to the daily balance in your account during each statement cycle. Interest begins to accrue on the business day you make a deposit. Accounts closed before the interest payment date will not earn accrued interest for that period.

**STATEMENTS:** We send out statements for statement savings accounts at least four times a year. Early each interest quarter, we will send you a statement that will show the last quarter's deposits, withdrawals, and interest paid to you as well as the account balance.

**INCOME TAX REPORTING:** We will send you a statement which will show the total interest earned for the year so you can include it in your income tax return. If you have earned interest totaling \$10.00 or more in one calendar year, we will send you a statement of interest earned for income tax purposes by January 31st of the following year. We will provide, and you will complete an IRS form W-9 indicating your correct Social Security Number or Tax Identification Number in accordance with the U.S. IRS requirements. It is important that you keep us informed of your correct address. If your statements are returned because of an incorrect address, we will suspend further mailing until we receive authorization from you of your new address.

## **FUNDS AVAILABILITY**

**DETERMINING THE BUSINESS DAY YOUR DEPOSIT WAS MADE:** The length of time until your deposit is available is counted in business days from the day of your deposit. Business days are Monday through Friday, excluding federal holidays. If you make a deposit before the close of business on a business day that we are open, we consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we consider the deposit as being made on the next business day we are open. Deposits made at our Night Depository before 8:00am will post on the same business day. Deposits made after 8:00am or on a non-business day will post on the next business day. Deposits made at our ATMs before 6:00pm will post on the same business day. Deposits made after 6:00pm or on a non-business day will post on the next business day. The number of days until your deposit is available varies depending on the items deposited, as follows.

**YOUR ABILITY TO WITHDRAWAL FUNDS:** Our policy is to make funds from your cash, wire transfers, electronic direct deposits and other electronic transfers available to you on the Business Day on which we receive the deposit, and to make funds from other deposited Items, such as checks, available on the first Business Day after the day on which we receive your deposit. For any deposits, including cash, made at a Bank ATM see the Deposits at Automated Teller Machines (ATMS) section for the availability schedule. If you make a deposit at a branch location on a Business Day that we are open, we will consider that day to be the day of your deposit. If you make a deposit on a day that is not considered a Business Day, or on a day that we are not open, we will consider the deposit to have been made on the next Business Day that we are open. Once the funds are available, you can withdraw them in cash and we will use them to pay Items presented. If Items are presented against funds before they become available for withdrawal, the Bank reserves the right to pay or return the Items.

**LONGER DELAYS MAY APPLY:** In some cases, we will not make all the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$200 of your deposit, however, will be available on the first Business Day. If we are not going to make all the funds available from your deposit available on the first Business Day after the day of your deposit, we will notify you at the time of your deposit and tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will send you the notice no later than the Business Day after we receive your deposit.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- you deposit checks totaling more than \$5,000 on any one day,
- we believe a check you deposited will not be paid;
- you have overdrawn your account repeatedly in the last six months;
- you redeposited a check that has been returned unpaid; or
- if there is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**SPECIAL RULES FOR NEW ACCOUNTS:** If you are a new customer, the following special rules will apply during the first 30 days your account is open. A new customer is defined as a customer who has not had a transactional account for at least 30 calendar days prior to the new account opening date.

1. Funds from cash and electronic direct deposits into your account will be available on the day we receive the deposit.
2. Funds from wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you must use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees with a special deposit slip, the first \$5,000 will not be available until the first business day after the day of your deposit.
3. Funds from all other deposits will be available nine business days after the day of deposit.

**DEPOSITS AT AUTOMATED TELLER MACHINES (ATMs):** For deposits made at an on-site ATMs, ATMs located on bank branch premises, cash is available for immediate use when deposited in an ATM that leverages envelope-less technology, otherwise cash is available the first business day after the date of deposit. Checks deposited at any on-site ATM are available to pay for checks that you have written on the first business day following the day of deposit.

## **ELECTRONIC FUND TRANSFERS**

This disclosure is given in compliance with federal law and applies to consumer accounts held by individuals in which electronic deposits, withdrawals, transfers and electronic bill payment services are accepted.

**BUSINESS DAYS:** Our business days for EFT purposes are Monday through Friday, excluding federal holidays.

**ERROR RESOLUTION:** In case of errors or questions about your Electronic Transfers, please telephone the Bank at the TeleBanker phone number listed at the end of this document during normal business hours. To report a lost or stolen ATM or MasterCard® Debit Card, please follow your TeleBanker message instructions or call the after-hours number at

(800) 334-9956. Additionally, to report a lost or compromised password to your accounts online, please dial the number listed on the back of this document. The hours for support are 9:00am–5:00pm Monday-Friday and 9:00am–1:00pm on Saturday. If you have any other questions having to do with automated withdrawals from your account, you may contact us at the address or phone number listed at the end of this document. Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on it. We must hear from you no later than 60 calendar days after we send the FIRST statement on which the problem or error appeared. Please report the following:

1. Your name and account number.
2. The error or transfer you are unsure about and explain as clearly as possible why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### TRANSFER TYPES:

1. ATM Card or MasterCard® Debit Card: Automated Teller Machine (ATM) Transactions:

If you obtain an ATM Card or MasterCard® Debit Card (“Card”), you can use your Card at any network ATM that has its logo on your Card to make the following transactions:

- Withdraw cash from your designated checking, money market or savings account.
- Deposit cash or checks to your designated checking, money market or savings account at the Bank’s ATMs. Please see Personal Banker for a complete listing.
- Transfer funds between your designated checking, money market or savings account.
- Some of these services may not be available at all ATM terminals or to all customers. All withdrawals, deposits, and fund transfers are subject to the rules and agreements which govern such transactions except as specifically modified by this agreement. Through the use of the Card, you authorize us to credit or charge, as the case may be, your account with deposits, withdrawals and fund transfers initiated through the use of the ATM. All transactions initiated through the use of any ATM are subject to verification and the time necessary to process

them. All deposits, including deposits of cash, are subject to our funds availability schedule. Any withdrawal, deposit, or fund transfer made on a non-business day or after the close of business on a business day may not be processed until the next business day. In addition, you may use your MasterCard® Debit Card to make withdrawals at any MasterCard® ATM.

## 2. ATM Card or MasterCard® Debit Card: Point-of-Sale Transactions (POS):

You may also qualify to use your Card to access your designated checking or money market accounts for purchases or cash-back withdrawals above the purchase price. The use of a Personal Identification Number or PIN (for Debit type transactions) is required for all cash-back transactions. If you qualify, you may:

- Use your ATM Card to purchase goods or pay for services with merchants who display a network logo that is on your Card.
- Use your MasterCard® Debit Card to purchase goods or pay for services with merchants who display a MasterCard® or network logo that is on your Card.
- Use your ATM Card, with the PIN, to withdraw cash-back above the purchase price of goods or services with some merchants who display a network logo that is on your Card.
- Use your MasterCard® Debit Card, with the PIN, to withdraw cash-back above the purchase price of goods or services with some merchants who display a network logo that is on your Card.

## 3. 24-Hour TeleBanker Telephone-Initiated Banking System:

With the use of a touch-tone telephone and other key identifying information, you may:

- Transfer funds from your designated checking, money market or savings account.
- Transfer funds to your designated checking, money market or savings account.

## 4. Online Banking:

You may access Online Banking through the Bank's website, which is listed at the end of this document. Online Banking allows you to perform the following functions through your home-based computer:

- Transfer funds electronically (either transfers between two separate financial institutions through a documented, designated funding account at the Bank or between accounts at the Bank) and
- Access your designated account(s) to pay most bills (Bill Pay)

## 5. Electronic Check Conversion:

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases
- Pay bills

## TRANSFER LIMITATIONS

**LIMITATION ON FREQUENCY OF TRANSFERS:** You may make only 10 cash withdrawals from our terminals each day. You can use your bill-payment service to pay unlimited bills each day. You can use our point-of-sale transfer service for 10 transactions each day provided you have the funds available in your designated Transaction account. Use the Card daily only if the available balance in your account will be sufficient to pay the amount of the cash withdrawal and/or ATM transaction. For security reasons, there are limits on the number of transfers you can make using our terminals, bill payment service, point of sale transfer service. The maximum amount may vary from customer to customer.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS:** You may withdraw up to \$500 from our terminals each business day you use the Card or PIN. You may buy up to \$5,000 worth of goods or services each business day you use the Card for signature based transactions. Withdrawals and point of sale transactions have a combined total limit of \$2,500 per business day provided you have the funds available in your designated Transaction account.

**AVERAGE OR MINIMUM BALANCE CHARGE:** No minimum balance in your checking, money market or savings account is required to use our automated teller machines, bill-payment service, or point of sale transfer service without charge.

**POINT-OF-SALE (POS) TRANSACTIONS:** For security reasons, we will establish an approval limit on the dollar amount of purchases or cash back on sales you may take. The maximum amount may vary from customer to customer. You agree that any purchase or cash withdrawal may be subject to authorization by us or by a MasterCard® Authorization Center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your approval limit. Upon request, you will be obligated to pay us the amount of any money, property or service obtained by the authorized use of the Card to the extent that we are unable to charge the amount of any such obligation to any other of your accounts with us.

**MONEY MARKET AND SAVINGS ACCOUNTS:** Per federal law, you may make no more than six preauthorized or automatic transfers, which may include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties in any statement cycle.

### ONLINE BANKING:

Online Banking Dollar Limitations:

- Intranbank transfer: Available balance in funding account up to \$1,000,000
- Bill Payment: \$25,000 limit, per payment. \$100,000 per day
- Zelle® Transfers—\$2,000 transaction limit; \$4,000 daily limit
- External Transfers—\$2,000 daily limit/\$5,000 per rolling 30 days

**TELEBANKER:** Your telephone initiated transfers of funds are subject only to the available balance in your designated account.

**OVERDRAFTS:** If use of your Card overdraws your account, you will be notified and you agree to make immediate payment to the Bank of the amount of any such overdraft, together with such service charges as we may impose. Also, whenever your

account is overdrawn according to our records, we have the right to return unpaid any checks or other orders on your account which are presented to us and to assess a service fee for making such returns. If your account is associated with a second account for overdraft protection, the terms and conditions contained in your overdraft protection agreement will control with respect to overdraft of your account, regardless of whether they result from purchases, cash withdrawals, use of checks, or use of any other card or device.

## FEES

**ATM CARD OR MASTERCARD® DEBIT CARD:** Automated Teller Machine (ATM) Transactions or Point of Sale Transactions: A service fee, as listed in the Product and Service Fees, will be assessed to any account via an ATM not owned and operated by the Bank or its affiliates. A listing of ATM locations with your Bank or its affiliates may be obtained from any Personal Banker. MasterCard® Debit Card transactions are accepted at millions of locations worldwide where the MasterCard® logo is displayed. There are no transaction fees if you sign for your Debit Card purchase, or when using the Bank's or any of its affiliates owned/or operated ATMs. If you use your MasterCard® Debit Card and enter a PIN for your purchase you will be assessed the appropriate transaction fee published in the Bank's Product and Service Fees Schedule.

**24-HOUR TELEBANKER TELEPHONE-INITIATED BANKING SYSTEM:** No fees are currently in place for conducting electronic fund transfers through the telephone banking system.

**ONLINE BANKING FEES:** There is no monthly service fee for the use of the Online Banking or Bill Pay service.

**MONEY MARKET AND SAVINGS ACCOUNT FEES:** You may make six withdrawals, which may include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties, during a statement cycle without incurring service fees. For each additional withdrawal during a statement cycle, there will be an excessive withdrawal fee as designated in the Product and Service Fees Schedule.

**CONSUMER LIABILITY:** Tell us at once if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit) if the loss is not reported within 60 days. If you tell us promptly (within two business days) after you learn of the loss or theft of your Card or PIN, you have zero liability if someone used your Card or PIN without your permission and the following condition is met:

- The Cardholder has exercised reasonable care in safeguarding such Card from risk or loss or theft.

If the above condition is not met, you can lose no more than \$50 per occurrence. If you do not tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card or PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**CONTACT IN EVENT OF UNAUTHORIZED TRANSFER:** If you believe your Card or PIN has been lost or stolen, call the TeleBanker phone number listed at the end of this document during normal business hours; the after-hours number to call for a Lost or Stolen Card or PIN is (800) 334-9956; or write the Bank at the address listed at the end of this document. You should also call the number or write to the address listed at the end of this document if you believe a transfer has been made using the information from your check without your permission. Additionally, to report a lost or compromised password to your accounts on-line, please dial the number listed at the end of this document. The hours for support are 7:00am–8:00pm Monday–Friday and 8:00am–5:00pm on Saturday.

**BUSINESS DAYS:** Our business days are Monday through Friday, excluding federal holidays.

**RIGHTS TO DOCUMENTATION-PURSUANT TO SECTION 205.7(b) (6): ATM and POS Transfers:** You will get a receipt at the time you make any transfer to or from your account using an ATM or a POS Terminal. You should also retain your receipts should you have any questions.

**PERIODIC STATEMENTS:** You will get a monthly statement (unless there were no transfers in a savings account in a particular month). In any case, you will get a statement at least quarterly.

**PREAUTHORIZED CREDITS:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same party (such as a company or government agency) and the third party does not tell you that the deposit has been sent, you may call us at the phone number listed at the end of this document.

**YOUR RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS:** If you have told us in advance to make regular payments out of your account to a third party, you can stop any of these payments by calling or writing us at the contact information listed at the end of this document.

We must receive your Stop Payment Request at least three business days before the payment is scheduled to be made. If you call, we may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you. Once we have processed your Stop Payment Request and have collected the required service fee (as listed in the Product and Service Fees), we will stop all payments, in the amount indicated by you, to the third party named in your request unless you instruct us in writing to resume making such payments.

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS:** If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough available funds in your account to make the payment and/or transfer;
2. If you have money in your account but the funds are subject to legal process or encumbrance;
3. If the transfer would go over your credit limit (or the amount in your account) or your overdraft line established with us;
4. If the terms of your account limit the number of payments and transfers which may be made during a statement cycle;
5. An electronic terminal has insufficient cash to complete the transaction;

6. The services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you started the transaction;
7. If, despite reasonable precautions, circumstances beyond our control (such as fire or flood), prevent the transfer.

There may be other exceptions stated in our agreement with you and you should be familiar with them.

**CONFIDENTIALITY:** We may disclose information about your account or transactions on your account to third parties:

- where it is necessary for completing transfers, tracing transactions, or resolving errors or claims;
- in order to verify the existence and condition of your account to third parties, such as credit bureaus, merchants or other financial institutions;
- pursuant to court order and in order to comply with subpoenas, summonses, search warrants, or requests from governmental agencies or other legally permissible processes (such as when we have to close your account due to an overdraft and relay that information to the credit reporting agency);
- as explained in the separate Privacy Policy;
- if you give us written permission.

**NOTICE OF TRANSFERS VARYING IN AMOUNT:** If these payments vary in amount, the person you are going to pay will tell you at least 10 days before each payment exactly when the payment will be made and how much it will be.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS:** If you order us to stop one of these payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**ILLEGAL TRANSACTIONS:** You may not use your Card or account for any illegal transaction.

**FOREIGN EXCHANGE:** Purchases and cash withdrawals you make in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion will be made in accordance with MasterCard® operating regulation and conversion rate for international transactions. The conversion rate may not be the same as on the transaction date. There will be a transaction fee of 2% of the transaction reflected as a separate transaction posted to your account.

**BALANCE CLASSIFICATION:** The Bank may make a change in your checking Account that will not affect your available balance, interest earnings, FDIC insurance, or bank statement. The Account will consist of a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth (6th) transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your Account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. If you have any questions, please call us at the number listed on the back of this document.

# Debit Card Agreement & Disclosure

Each person who activates a MasterCard® Debit Card agrees to be bound by these rules, in addition to the rules and regulations described in the Account Disclosure provided when your Account was opened. All terms, conditions and agreements that govern your Account (whether set forth in your Account Disclosure, in any related rules and regulations or otherwise) also apply to the Card except where these rules provide differently. Your retention of, signature on, or use of the Card constitutes your agreement with these rules, as amended from time to time.

## A. DEFINITIONS:

In these rules: "Account" means your Byline Bank checking or money market account linked to your MasterCard® Debit Card. "Card" means the MasterCard® Debit Card which has been issued to you by the Bank and any additional Cards or renewals we issue. "We", "us" and "our" means Byline Bank. "You", "your" and "yours" means each person who is a party to the Account and who applied for the Card. "Automated Teller Machine" or "ATM" means any terminal at which you may use your Card together with your Personal Identification Number ("PIN") to perform transactions.

## B. DEBIT CARD TERMS OF USE:

### 1. CARD OWNERSHIP AND TERMINATION

The Cards we issue remain our property at all times and, if we request, you must recover and surrender all Cards we issued to you. We may terminate your right to use the Cards at any time for any reason.

### 2. USING THE CARD

You may use your Card to purchase goods or services ("purchases") wherever the Card is accepted by: (a) initiating a signature transaction and signing for the sale at the merchant location; or (b) using your PIN at a point-of-sale ("POS") terminal; or (c) using your Card through a mobile wallet (as described in Section C below); or (d) using your Account number online. You may also use your Card to withdraw cash or make deposits to or from your Account at our facilities or any bank or other financial institution which honors the Card. If you use your Card to perform transactions at ATMs, refer to our Account Disclosure for the terms and conditions governing ATM transactions. We have no obligation to you if anyone refuses to honor the Card or if, for any reason, you cannot make a cash withdrawal from or a deposit at an ATM.

### 3. AUTHORIZATION TO DEBIT OR CREDIT THE ACCOUNT

Each time your Card is properly used, you authorize us to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and we are permitted to handle such sales drafts, orders and vouchers in the same way we handle authorized checks drawn on your Account.

### 4. ACCESS AND LIMITATIONS

You agree that you will use the Card only if the available balance in your Account will be sufficient to pay the amount of the purchases, cash withdrawals and ATM transactions. For security reasons, we will establish an approval limit on both the dollar amount of purchases or cash withdrawals and the number of transactions you may make in a day.

You agree that any purchase or cash withdrawal may be subject to authorization by us or by a MasterCard® authorization center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your approval limit.

Upon request, you will be obligated to pay us the amount of any money, property or services obtained by the authorized use of the Card to the extent that we are unable to charge such amounts to the Account. You also authorize us to charge the amount of any such obligation to any other of your accounts with us.

#### 5. HOLDS

When you use your Card, a hold will be placed on your Account. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other Account purposes, and we have the right to return checks or other items drawn against your Account to maintain sufficient funds to cover any hold or to pay for any previously authorized transactions. The hold will be released when the transaction is settled through our system, and you agree to maintain sufficient available funds on deposit in the Account to cover all previously authorized transactions. The hold may continue even if you do not purchase any goods or services for which authorization was obtained.

#### 6. NO RIGHT TO STOP PAYMENT

You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the Card for one time debit transactions, and we have no obligation to honor any such stop payment request by you.

#### 7. OVERDRAFTS

See our Account Disclosure for information regarding overdrafts on your account. See our Safety Net Disclosure for additional information about our overdraft services.

#### 8. JOINT ACCOUNT; NOTICES

If your Account is owned jointly with one or more other persons, each of you will be both individually and jointly responsible for any obligations which arise from use of the Card. Any notice which we give will be sufficient if given in writing and mailed to any one of you at the address to which your Account statements are sent.

#### 9. DISCLOSURE OF ACCOUNT INFORMATION

It is our policy not to disclose information to third parties about your Account or the transactions you execute, except: (a) where it is necessary for completing transactions; or (b) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; or (c) in order to comply with government agency or court orders; or (d) where we have closed your Account due to an overdraft(s), we may disclose this fact to the consumer reporting agency; or (e) we may disclose to our affiliates the mere fact that you have an Account with us and your name and address; or (f) if you give us your written permission.

#### 10. FOREIGN TRANSACTIONS

Purchases and cash withdrawals you make in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion will be made in accordance with MasterCard® operating regulation and conversion rates for international transactions. The conversion rate may not be the same as on the transaction date. There will be a transaction fee of 2% of the

transaction that is reflected as a separate transaction posted to your account.

## 11. FEES AND CHARGES

MasterCard® Debit Card transactions are accepted at millions of locations worldwide where the MasterCard® logo is displayed. There are no transaction fees if you sign for your MasterCard® Debit Card purchase, or when using a Bank operated ATM. If you use your MasterCard® Debit Card at another financial institution's ATM, you will be subject to that financial institution's fee as well as the appropriate transaction fee assessed by the Bank as published in our Product and Service Fees.

## C. MOBILE WALLET TERMS OF USE:

### 1. USING A MOBILE WALLET

The terms of this Section C apply when you choose to add your Card to a "Mobile Wallet." A Mobile Wallet permits you to embed your Card within a supported mobile device, such as an Apple iOS device (iPhone, iPad or Apple watch), Google Android device or any other device capable of supporting mobile wallet technology ("Mobile Device"), and use your credentials to complete transactions in your Account through a mobile application. Mobile Wallet is a service that requires merchants (those individuals or organizations who accept Cards for payment) to support specific POS hardware, and you may not be able to use Mobile Wallet at all locations where your Card is normally accepted. We make no warranty or representation that you will be able to use your Card through Mobile Wallet at all merchants.

Mobile Wallets differ in their technology, functions and security procedures, so you must follow the instructions of the Mobile Wallet Provider when you enroll in Mobile Wallet. Some Mobile Wallet Providers may require you to download and install a mobile application ("app") required to run the Mobile Wallet. To authorize a transaction you will need to use a biometric fingerprint security feature, special PIN and/or similar security feature depending on the type of Mobile Wallet. Purchases made using Mobile Wallet are, except as provided below, subject to the same terms and restrictions as purchases made using your Card.

### 2. DEVICE ELIGIBILITY

You are required to have an eligible Mobile Device in order to use this service. The Mobile Wallet Provider, at its sole discretion, determines which Mobile Devices are eligible to be used with its Mobile Wallet service. Devices which have been unlocked in an unauthorized fashion or otherwise modified may not be eligible to use Mobile Wallet. You acknowledge that use of an ineligible mobile device with the Mobile Wallet service is expressly prohibited, constitutes a breach of these rules, and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your Card in the Mobile Wallet service. We are not liable to you for any third party for the effects of such termination or suspension.

### 3. ACCOUNT ELIGIBILITY

In order for us to authorize your use of your Card within a Mobile Wallet service, your Card and the underlying Account must be in good standing and you must not be restricted from using Mobile Wallet based upon any limitations imposed by the Mobile Wallet Provider, your wireless service provider, and/or any third party associated with Mobile Wallet.

### 4. OUR RESPONSIBILITY

Our sole responsibility with respect to this service is to provide information to the Mobile Wallet Provider in order to allow you to

enroll your eligible Card into the service. As we do not control this service in any way, we are not liable for any failure of the service resulting in your inability to use Mobile Wallet. We also are not responsible for any third party performance surrounding or related to this service and any agreement you enter into with those third parties.

## 5. RELATIONSHIP TO THE MOBILE WALLET PROVIDER

The Mobile Wallet service is a service offered exclusively by the Mobile Wallet Provider using eligible Mobile Devices. Byline Bank, its parent, and its affiliates do not own, operate, or control Mobile Wallet and are not responsible for any service provided to you by the Mobile Wallet Provider or by any third party engaged by the Mobile Wallet Provider. We likewise are not responsible for any information or other services provided to you by the Mobile Wallet Provider or any other third parties associated with the Mobile Wallet service.

## 6. FEES FOR MOBILE WALLET

While we do not currently assess fees for the service, we reserve the right to charge fees in the future. In the event we elect to begin charging fees, those fees associated with Mobile Wallet will be outlined in our published Product and Service Fees. Fees for the use of the service are separate and apart from any charges that may be assessed by your wireless communication provider for the use of wireless data. You are responsible for any fees or other charges that your Mobile Wallet Provider and Wireless Carrier may charge for any related data or message services messaging.

If you have been approved for and have accepted the Bank's Safety Net service and a transaction originated via Mobile Wallet, along with other Account activity processed in the same business day, results in an Overdraft Item Paid or Overdraft Item Returned fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Product and Service Fees. If you frequently overdraw your Account, we reserve the right to terminate your usage of this service.

## 7. YOUR CONSENT

By providing us with a landline or mobile/cellular telephone number, you consent to receiving calls, text messages, or e-mail messages from us at that number for our everyday business purposes (including identity verification). You further consent to receiving autodialed and prerecorded message calls from us or our service providers at that number for non-marketing purposes. For example, we may contact you in connection with validating or processing a transaction that you have requested through Mobile Wallet or to investigate fraud or data security issues. You also consent to receiving text messages and e-mails from us at that number for marketing purposes.

## 8. YOUR DATA & PRIVACY

You agree that we may collect, transmit, store, and use certain information about you and your use of your Card in Mobile Wallet. The transmission, storage, and usage of this data is governed by the privacy policy applicable to your Card or the underlying Account.

You understand and acknowledge that third parties, such as the Mobile Wallet Provider and MasterCard, will have access to certain details regarding eligible Card transactions made using the Mobile Wallet service. You understand that information that is provided to or held by the Mobile Wallet Provider or other third parties in relation to the Mobile Wallet service is outside our control. Any information you disclose to the Mobile Wallet Provider or any other third party is subject solely to their security

policies and governed by their respective privacy policies and not the Byline Bank privacy policy applicable to your Card or the underlying Account.

#### 9. DISCLAIMER OF LIABILITY

You agree that we will not have any liability to you or any third party for the potential impacts of discontinuing the service, suspending your ability to use the service, or terminating your use of your Card in Mobile Wallet.

We will not be liable for any circumstances that delay, interrupt, or otherwise impact or prevent your ability to use your Card with the Mobile Wallet service (such as, but not limited to, fire, flood, network or system down, time, or interference from an outside force).

#### 10. DISCLAIMER OF WARRANTIES

You agree and acknowledge that your use of Mobile Wallet is at your own risk. No notification to you, either oral or written, provided by us, our authorized representatives, or any third party shall create any implied, express, or statutory warranty with regards to the use of your Card through the Mobile Wallet service including warranties of fitness for a particular purpose.

We are not responsible for the accuracy of information displayed through the Mobile Wallet service. Likewise, we are not responsible for your Mobile Device, the software installed on your device (either the operating system or any other software you choose to install), or the hardware associated with your device. We make no representations, warranties, or guarantees concerning these matters.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR MOBILE WALLET. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE USE OF THE MOBILE WALLET SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO MOBILE WALLET CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF MOBILE WALLET, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO MOBILE WALLET. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE,

TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THESE RULES SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### 11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless us, our parent and our affiliates and service providers and their affiliates, officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of these rules or the breach of these rules by any joint account holders or authorized users of your Card and/or your use of Mobile Wallet. You must use your best efforts to cooperate with us and may also participate at your own expense in the defense of any such claim.

#### 12. SUSPENSION OR CANCELLATION OF SERVICES

We reserve the right to discontinue support of the Mobile Wallet service at any time without advance notice to you. We may suspend or cancel your use of your eligible Card in Mobile Wallet at any time, for any reason, and without advanced notice to you.

### **D. YOUR RIGHTS AS A CONSUMER:**

#### 1. YOUR LIABILITY—NOTIFICATION OF UNAUTHORIZED USE

If you furnish your Card, PIN or Mobile Device to another person, you will be deemed to have authorized all transactions which may be accomplished by using the Card, PIN or Mobile Device until you have given actual notice to us that further transactions are unauthorized.

You could lose all the money in your Account (plus the available balance in your check credit account) if the loss is not reported to us within 60 days. If you tell us promptly (within two business days) after learning of the loss or theft of your Card, PIN or Mobile Device, you will have zero liability if someone used your Card, PIN, or Mobile Device without your permission and you have exercised reasonable care in safeguarding your Card, PIN, or Mobile Device from loss or theft. If this condition is not met you could lose no more than \$50 per occurrence. If you do not notify us within two business days after learning of the loss or theft of your Card, PIN or Mobile Device, except as provided below concerning unauthorized transfers reported on a periodic statement, your liability will not exceed the lesser of \$500.00 or the sum of: (a) \$50.00 or the amount of unauthorized transfers that occur within the two business days, whichever is less; and (b) the amount of transfers that after the close of two business days and before you give us notice, provided that we establish that these transfers would not have occurred had you given us notice that within that two day period. Thirdly, you must report an unauthorized transfer that appears on a periodic statement within 60 days of us sending you that statement. If you fail to do so, your liability will not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before you give us notice, and that we establish would not have occurred had you notified us within the 60 day period.

If a good reason (such as a long trip or a hospital stay) kept you from giving us notice, we will extend the time periods.

## 2. NOTIFYING US IN THE EVENT OF UNAUTHORIZED TRANSFERS, OR LOSS OR THEFT OF YOUR CARD, PIN OR MOBILE DEVICE.

If you believe an unauthorized electronic transfer has been made, or that your Card, PIN or Mobile Device has been lost or stolen, you should notify us as soon as possible. You can notify us at the following address and telephone numbers:

Byline Bank  
180 N. LaSalle St., Suite 300  
Chicago, IL 60601  
Telephone: 773-244-7000  
After hours Telephone: 800-334-9956

## 3. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us or email us immediately at the telephone numbers and addresses above, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we send the FIRST statement on which the problem or error appeared. Please report the following:

1. Your name and Account number.
2. The error or transfer you are unsure about and explain as clearly as possible why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.

If you inform us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 calendar days for POS and new Account transactions) to investigate your complaint or question. If this becomes necessary, we will recredit your Account within the first 10 business days (20 business days for transactions during the first 30 days of an Account) for the amount which you claim is in error. You then will have the use of the money during the time it takes us to complete our investigation. If we ask that you put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your Account. For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within three business days after completing our investigation. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents used in the investigation.

## 4. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your Account on time or in the current amount according to the terms of use applicable to such transfers when you have properly instructed to do so, we will be liable to you for damages which you prove are directly caused by our action. However, there are some exceptions (a) if circumstance beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; or (b) if you have money in your Account, but the funds are subject to legal process or encumbrance; or (c) if the transfer would go over the amount in your Account, including any amount in an associated account linked for overdraft protection; or (d) if through no fault of ours, you do not have enough money in your Account to make the transfer; or (e) if your Card or PIN or Mobile Device were reported as lost or

stolen or if our failure to complete the transfer is done to protect the security of your Account and/or of Bank and/or any other network; or (f) if you have closed your Account or your Card privileges have been cancelled There may be other exceptions stated in these rules or provided by law.

## **E. OTHER PROVISIONS APPLICABLE TO CARDS, ACCOUNTS AND YOUR MOBILE WALLET:**

### **1. REFUNDS ON PURCHASES**

Cash refunds may not be made to you on purchases made with your Card or with Mobile Wallet. If a merchant who honors your Card or Mobile Wallet transaction gives you credit for merchandise returns or adjustments, the merchant will do so by sending us a credit slip which we will apply as a credit to your Account. Any claim or defense with respect to property or services purchased with your Card or Mobile Wallet must be handled by you directly with the merchant or other business establishment which accepts the form of payment. Any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft, plus any appropriate charges we may be authorized to make.

### **2. ACCOUNT STATEMENTS**

Your regular monthly Account statement will reflect each purchase and cash withdrawal charged to your Account and each credit applied to your Account during the monthly Account cycle and the related fee, if any. You should also retain your receipt(s) whenever you make a purchase or a cash withdrawal.

### **3. BUSINESS DAY DISCLOSURE**

Our business days are Monday through Friday; federal holidays are not included.

### **4. FUNDS AVAILABILITY**

Please refer to the Funds Availability section of your Account Disclosure which we provided to you when you opened your Account, to determine when funds are available for withdrawal.

## **F. MISCELLANEOUS:**

### **1. GOVERNING LAW**

These rules shall be governed by, interpreted under and construed in accordance with the laws of the State of Illinois, without regard to any state conflict of law provisions. To the extent that the terms of these rules conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. These rules shall also be governed by applicable Federal law.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these rules.

### **2. CHANGES TO THESE RULES**

We may at any time amend these rules or cancel your privilege to use your Card, and we may list the Card in cancellation bulletins. Any such amendment or cancellation shall be (subject to compliance with any applicable requirements for law concerning notice) effective upon mailing of a notice of such amendment to you at the address to which your account statements are sent or e-mailing it to you.

### **3. NOTICES FROM YOU**

Any notice you provide to us will be effective upon our receipt of such notices providing that we have had a reasonable time to review and act upon your notice.

## Consumer Product & Service Fees

Account Research	\$25.00 per 1/2 hour
Early Account Closure Fee (Charged for accounts closed within 6 months of opening.)	\$25
Overdraft Protection (appears on statement as Transfer Fee)	\$10
Statement Copy	\$5.00 per statement
Statement Balancing	\$25.00 per 1/2 hour
Cashiers Check	\$5.00 per check
Check Cashing (non-customer)	1.50%
Check Printing Fees	Varies
Coin Counting	3% over \$250.00
Collection (incoming/outgoing)*	\$25.00 per item
Item Copy Fee	\$4.00 per check copy (plus \$25 per 1/2 hour research fee)
Counter Check	\$1.00
Deposited Item Returned	\$10.00
Deposited Item Returned Intl	\$25.00 per item
Dormant Fee	
• Checking and Money Market Accounts –One (1) Year	\$7.50
• Savings Accounts–Two (2) Years	
Foreign Item Collection*	\$100.00
Legal Notice Processing Fee	\$150.00
Immigration Letter	\$15.00
On-line Banking and Bill-Pay Service	FREE
Notary Prop. Conveyance (Cook County)	\$25.00
Non Sufficient Funds (NSF) Item Paid***	\$34.00
Non Sufficient Funds (NSF) Item Return***	\$34.00
Continuous Overdraft (OD) Fee****	\$6.00
Personal Money Order	\$4.00 per money order
Excessive Withdrawals—Money Market (per item)	\$10.00
Excessive Withdrawals—Savings (per item)	\$5.00
Rolled Coin Purchase	\$0.25 per roll
Safe Deposit Box Key Replacement	\$10.00 + cost
Safe Deposit Box Drilling	\$150.00

Savings Passbook Replacement	\$10.00
Signature Guarantee	\$25.00
Stop Payment Fee	\$30.00 per order
External Transfer Fee (appears on statement as Transfer Fee)	\$5.00
Foreign Transaction Fee	2% of transaction**
Replacement Card	\$10.00
Expedited Card Fee	\$35.00
ATM Transactions at Affiliated ATMs	FREE
ATM Transaction Fee—Withdrawals at non-bank affiliated ATMs (first 3 per statement cycle are free)	\$2.00
Nationwide	\$2.00
Trustee Transfer Fee (IRA, HSA, SEP or KEOGH)	\$50.00
Verification of Deposit	\$20.00
Incoming Wire Fee	\$10.00
Domestic Wire Fee	\$25.00
International Wire Fee	\$50.00
Target Balance Fee (appears on statement as Transfer Fee)	\$10.00
Security Transactions	\$50.00

\* Additional fees may apply based on the paying bank.

\*\* 2% fee will be reflected as a separate transaction posted to your account.

\*\*\* You will be charged up to a maximum of four (4) NSF items per day. This maximum includes NSF Items Paid and NSF Items Returned.

\*\*\*\* A Continuous Overdraft Fee of \$30.00 will be charged upon the fifth consecutive business day a consumer account remains overdrawn. Additionally, an account that remains overdrawn after the fifth consecutive business day will continue to be charged a \$6.00 Continuous Overdraft fee for every business day the account remains in an overdraft status for a period of 30 business days from the date in which the account originally became overdrawn. If the account is no longer in overdraft status at the end of the fifth consecutive business day, the account will not be charged a Continuous Overdraft Fee.

All fees are effective 2/25/19 and are subject to change. Fees may reduce earnings.

## Telebanker Information

Byline Bank's 24-hour Automated Telebanker makes it easy to access account information when it's most convenient for you.

With Telebanker, you can:

- Review your account balances, history and loan information
- Verify a payment or deposit
- Transfer money between accounts
- Reorder checks
- Change your Debit Card's Personal Identification Number (PIN), or
- Report a lost or stolen Debit Card

### ENROLL TODAY:

#### **Enrolling into Telebanker is easy**

Call 773-244-7000 and select the option available for Telebanker, Byline's 24-hour Automated Telebanker. Be sure to have one of your checking, money market or savings account numbers on hand when you call to enroll. During enrollment you will be able to select your own 8 digit user id and 4 digit password.

# Important FDIC Deposit Insurance Information for Byline Bank

## FDIC DEPOSIT INSURANCE COVERAGE LIMITS BY ACCOUNT OWNERSHIP CATEGORY

Single Accounts owned by one person	\$250,000 per owner
Joint Accounts owned by two or more persons	\$250,000 per co-owner
Certain Retirement Accounts includes IRAs	\$250,000 per owner
Revocable Trust Accounts	\$250,000 per owner per beneficiary up to 5 beneficiaries (more coverage available with 6 or more beneficiaries subject to specific conditions and requirements)
Corporation, Partnership and Unincorporated Association Accounts	\$250,000 per corporation, partnership or unincorporated association
Irrevocable Trust Accounts	\$250,000 for the non-contingent, ascertainable interest of each beneficiary
Employee Benefit Plan Accounts	\$250,000 for the non-contingent, ascertainable interest of each plan participant
Government Accounts	\$250,000 per official custodian (more coverage available subject to specific conditions)

### TO CALCULATE YOUR DEPOSIT INSURANCE COVERAGE

Use the FDIC's Electronic Deposit Insurance Estimator (EDIE) at: [www.fdic.gov/edie](http://www.fdic.gov/edie).

### FOR QUESTIONS ABOUT FDIC COVERAGE LIMITS AND REQUIREMENTS

Visit [www.FDIC.gov/deposit/deposits](http://www.FDIC.gov/deposit/deposits), call toll-free 1-877-ASK-FDIC, or ask a Byline Bank representative.

# You Have the Power to Stop Identity Theft

A message from the federal bank, credit union and thrift regulatory agencies

- Board of Governors of the Federal Reserve System
- Federal Deposit Insurance Corporation
- National Credit Union Administration
- Office of the Comptroller of the Currency
- Office of Thrift Supervision

## STOP IDENTITY THEFT

There is a type of identity theft using the Internet called “phishing.” Pronounced “fishing,” that’s exactly what thieves are doing, fishing for your personal financial information. They want your account numbers, passwords, Social Security numbers, and other confidential information so they can use your financial accounts or run up bills on your credit cards.

In the worst case, you could find yourself a victim of identity theft. With the sensitive information obtained from a successful phishing scam, these thieves can take out loans or obtain credit cards and even a driver’s license in your name. **They can do damage to your financial history and personal reputation that can take years to unravel.** But if you understand how phishing works and how to protect yourself, you can help stop this crime.

## HOW PHISHING WORKS

Typically, you’ll receive an e-mail that appears to come from a reputable company that you recognize and may do business with, such as your financial institution. In some cases, the e-mail may appear to come from a government agency, perhaps a federal financial institution regulatory agency.

The e-mail will probably warn you of a serious problem that requires your immediate attention. It may use phrases such as “Immediate attention required,” or “Please contact us immediately about your account.” The e-mail may also state that unless you provide certain confidential information your account will be deactivated or closed. The e-mail will encourage you to click a link to go to the institution’s Website.

In a phishing scam, you could be redirected to a phony Website that may look exactly like the real thing. Sometimes, in fact, it may be the company’s actual Website. In those cases, a pop-up window will quickly appear for the purpose of collecting your financial information.

You may be asked to update your account information or to provide information for verification purposes: your Social Security number, your account number, your password, or the information you use to verify your identity when speaking to your financial institution, such as your mother’s maiden name or your place of birth.

**If you provide the requested information, you may find yourself a victim of identity theft.**

## HOW TO PROTECT YOURSELF

**1. Never provide your personal information in response to an unsolicited request,** whether it is over the phone or on the Internet. E-mails and Internet pages created by phishers may look exactly like the real thing. They may even have a fake padlock icon that ordinarily is used to denote a secure site. If you did not initiate the communication, do not provide any information.

**2. If you are unsure whether a contact is legitimate, contact the financial institution.** You can find phone numbers and Websites on the monthly statements you receive from your financial institution, or you can look up the company in a phone book or on the Internet.

The key is that you should be the one to initiate the contact, using information that you have verified yourself.

**3. Never provide your account information and/or password over the phone or in response to an unsolicited Internet request.** A financial institution would never ask you to verify your account information or confirm a password online. Thieves armed with this information and your account number can help themselves to your money.

**4. Review account statements regularly to ensure all charges are correct.** If your account statement is late in arriving or does not arrive, call your financial institution to find out why. If your financial institution offers electronic account access, check your account activity online regularly to catch suspicious activity.

## WHAT TO DO IF YOU FALL VICTIM

Contact your financial institution immediately and alert it to the situation.

- Close accounts you think have been tampered with or opened fraudulently. Call the security or fraud department of each associated company or financial institution. Followup in writing and supply copies of supporting documents.
- It is important to notify credit card companies and financial institutions in writing. Send your letters by certified mail, return receipt requested, so you can document when and what the company received. Keep copies of your correspondence and enclosures.
- Report all suspicious contacts to the Federal Trade Commission through the Internet at <http://www.ftc.gov/bcp/edu/microsites/idtheft/>, or by calling **1-877-IDTHEFT (1-877-438-4338)**.
- Check with your state Attorney General's office to find out if state law requires the police to take reports for identity theft. Check the Blue Pages of your telephone directory for the phone number, or check [www.naag.org](http://www.naag.org) for a list of state Attorneys General.

If possible, file a report with local police or police in the community where the identity theft took place. Obtain a copy of the police report or the report number. It can help you deal with creditors who need proof of the crime. If the police are reluctant to take your report, ask to file a "Miscellaneous Incidents" report.

If you disclose sensitive information in a phishing attack, contact one of the three major credit bureaus listed below and discuss whether to place a fraud alert on your file. A fraud alert will help prevent thieves from opening a new account in your name.

### **Equifax**

800-525-6285  
P.O. Box 740250  
Atlanta, GA 30374  
www.equifax.com

### **Experian**

888-397-3742  
P.O. Box 1017  
Allen, TX 75013  
www.experian.com

### **TransUnion**

800-680-7289  
P.O. Box 6790  
Fullerton, CA 92634  
www.transunion.com

## YOU CAN FIGHT IDENTITY THEFT

### **Here's how:**

- **Never provide personal financial information**, including your Social Security number, account numbers or passwords over the phone or the Internet, if you did not initiate the contact.
- **Never click on the link provided in an e-mail you think is fraudulent.** In addition to stealing your personal information, the link may contain a virus that can infect your computer.
- **Do not be intimidated by an e-mail or caller** who suggests dire consequences if you do not immediately provide or verify financial information.
- **If you are unsure whether a contact is legitimate, go to the company's Website** by typing in the site address or using a page you have previously book marked, instead of using a link provided by the e-mail.
- **If you fall victim to identity theft, act immediately to protect yourself.** Alert your financial institution. Place fraud alerts on your credit files. Monitor your credit files and account statements closely.
- **Report suspicious e-mails or calls** to the Federal Trade Commission through the Internet at <http://www.ftc.gov/bcp/edu/microsites/idtheft/>, or by calling **1-877-IDTHEFT (1-877-438-4338)**.

**To learn more about keeping your money safe, visit the <http://www.mymoney.gov> Website.**

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