



# **Personal Deposit Account Agreement and Disclosures**



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# Personal Deposit Account Agreement and Disclosures

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 use of the terms "we," "us," "our," and "Bank" means Byline Bank. "You," "your" and "yours" means each person who is a party to this Personal Deposit Account Agreement and Disclosure.

## GENERAL RULES AND INFORMATION APPLICABLE TO ALL ACCOUNTS.

### ACCOUNT TERMS AND AMENDMENTS.

The signature card you will sign shows ownership of the account. When you sign it, you promise to be bound by this Personal Deposit Account Agreement and Disclosures ("Agreement") and the terms and conditions in it. Please read this Agreement 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 Agreement.

Additional terms and rules applicable to your account(s) held at the Bank ("Account") may be 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) Our Privacy Policy or related notice;
- (e) Other disclosures we provide with respect to debit cards or overdraft coverage.

We can change these terms at any time. If we are required to notify you of a change in terms, we will provide such notice of change in terms by posting notice at the Bank, by mailing notice to you at the address shown on our records, providing notice on any periodic statements, manuals, or guides whether in print or electronic, by posting the updated disclosure on the Bank's website, or by any other appropriate means allowed by applicable law.

By providing your signature on a signature card by opening or continuing to maintain or hold an Account or borrowing relationship with us, you agree that the most recent version of this Agreement, which is available to you on our website or at your local branch, will control and govern all other agreements for various products, services, or systems offered by the Bank from time to time.

### BINDING ARBITRATION

In addition, this agreement contains an Arbitration Provision requiring us to resolve any disputes in binding arbitration on an individual basis rather than jury trials or class actions. **YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION.** Please read the Arbitration Provision on page 22 of this Agreement for details, including instructions on how to opt out of the Arbitration Provision.

**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.

**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.

**STATEMENTS; NOTICE OF ERRORS.**

You must notify us in writing within thirty (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 notify us of an unauthorized signature, or any other error or alteration within thirty (30) days after the first statement has been sent on which the error appeared, you cannot assert the unauthorized signature or alteration against us 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. As used herein, "Item" means an instrument or a promise or order to pay money handled by the Bank for collection or payment.

You acknowledge and agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. We shall have no liability to you for any mistake or error unless you have given us appropriate notice as provided for herein and the legal action begins within one year after we send or make your statement available to you.

**BUSINESS DAYS.**

Our Business Days are Monday through Friday, excluding federal holidays.

**CONFLICTS.**

In the event there is any conflict between this Agreement 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. If there is a conflict between the terms of this Agreement and something said by one of our representatives, the terms of this Agreement will be controlling.

## **NOTICES FROM YOU.**

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

All notices to be delivered by you to Bank pursuant to this Agreement can be made to the postal address (via nationally recognized overnight courier or hand delivery) indicated at the end of this Agreement, as applicable pursuant to the terms of this Agreement and the requirements of the notice.

If you are required to provide us notice related to any applicable law, court order, or other legal process, such notice shall be provided via certified mail, postage-prepaid to the postal address indicated at the end of this Agreement.

## **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, you consent to receiving calls and messages, including pre-recorded and/or auto-dialed calls and messages, 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. Contact preferences may be changed at any time. You understand that this consent is not a condition of purchasing any property, goods, or services from the Bank.

## **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; (b) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; (c) in order to comply with government agency or court orders; (d) where we have closed your Account due to an overdraft(s), we may disclose this fact to the consumer reporting agency; (e) we may disclose to our affiliates the mere fact that you have an Account with us and your name and address; (f) if you give us your written permission; or (g) as explained in the Privacy Policy.

## **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 this 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.

## **DORMANT ACCOUNTS AND UNCLAIMED PROPERTY.**

We may have our own rules regarding dormant accounts and we may charge a fee for dormant accounts. Information on when accounts are considered dormant and what, if any, fees will be charged, will be disclosed to you in the Personal Product and Service Fees Schedule.

Each state has laws that govern when accounts are considered abandoned, and when we are required by law to send a customer's funds to the State. 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, as specified by applicable law. We'll mail you a letter to notify you before we transfer funds to the State as abandoned property. 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 an Account at any time, but, if the Bank does so, we will mail or otherwise give you a notice of that closing and a check for the remaining balance, if any.

#### **SET OFF AND SECURITY INTEREST.**

In addition to all rights provided by applicable law, you agree that any and all amounts on deposit in any Account may be set off and applied against any liability you owe the Bank under this Agreement, and you further grant the Bank a first priority security interest in all Accounts held by you now or in the future with the Bank or any of its affiliates to secure payment of any and all obligations under this Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by the Bank.

#### **BALANCE ALLOCATION—CHECKING ACCOUNTS.**

For Bank's regulatory and internal accounting purposes only, any checking Account will consist of a checking sub-Account and a savings sub-Account, which are maintained completely on Bank's balance sheet under the same Account number. Any sub-Account will not be accessible to Customer or any third party, and this shall not affect Customer's available balance, interest earnings, FDIC insurance, bank statement or access to the Account. Bank may allocate a Customer's balances between the two sub-Accounts only as permitted by Applicable Laws, and Customer's funds will not be transferred outside of Bank or the Account, with all Customer's balances being reflected as held under the number assigned to Customer's Account.

#### **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.

#### **WAIVER.**

No term of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by an authorized officer of the Bank. Any failure by the Bank to insist upon your strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other

terms. Bank shall not, by mere lapse of time, be deemed to have waived any breach by you of any terms or provisions of this Agreement.

**SEVERABILITY.**

If any provision or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

**GOVERNING LAW.**

This Agreement 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 this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. This Agreement shall also be governed by applicable Federal law.

**LIMITATION OF LIABILITY.**

Notwithstanding any provision to the contrary, Bank will only be responsible and liable 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. However, Bank shall not be liable for a clerical error, an oversight, or an honest mistake in judgment in handling such Items.

To the extent permitted by law, and except as otherwise expressly provided herein, you agree that the Bank will have no liability whatsoever for any damage, loss, expense, cost, or liability, including, without limitation, fines, penalties, reasonable attorneys' fees and court costs (collectively, a "Loss") arising out of the Bank's action or non-action under this Agreement, even if such Loss arises, in whole or in part, from Bank's negligence, except for any direct damages arising from Bank's gross negligence or willful misconduct. Bank's duties and responsibilities to you are strictly limited to those described in the Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. BANK WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS THAT YOU MAY INCUR OR SUFFER IN CONNECTION WITH THE ACCOUNT(S) or SERVICES PROVIDED HEREUNDER (EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE BANK AND ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT ANY OF THE SERVICES, ANY EQUIPMENT OR ANY SOFTWARE DESCRIBED IN THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, Bank shall not be liable at any time to you for Losses resulting from any failure or delay of the performance of the Bank's responsibilities under the Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services, Internet access, electronic transfers, or electronic file exchange, or refusal or delay by



a service provider or another bank or financial institution. In addition, the Bank shall be excused from any failure or delay in executing a transaction hereunder if such execution would result in the violation of any applicable law, rule, regulation or guideline. You agree that the Bank shall not have any liability whatsoever for any Loss caused by or resulting from: (i) your act, error, or omission or the act, error or omission of any Internet service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution; (ii) any interception of any information relating to you or your transactions as a result of (A) you communicating information to the Bank, or (B) use of the Internet or other application; or (iii) any other matter, including without limitation, any act or omission by any other financial institution, funds transfer system, or any other third party, or for the inaccuracy or omission in a notice or communication received by the Bank from you.

#### **INDEMNIFICATION.**

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from any and all Losses related to or arising out of: (a) your actions and omissions in connection with your Account(s) or the Services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

#### **RECORDING.**

You authorize us to monitor, record and retain telephone calls, electronic messages and other data transmissions at any time without notice for any reason including to provide a record of instructions with respect to your Accounts, but Bank is not obligated to do so.

#### **DEPOSITS.**

Deposits of any amount may be made in person, by mail, through select Byline Bank Automated Teller Machines ("Byline Bank ATMs"), through an Electronic Funds Transfer system, or through one of the Bank's night depositories, subject to Bank verification and the terms of this Agreement; provided that we have the right to refuse, limit, or return your deposit. The foregoing notwithstanding, deposits made using the Mobile Deposit service may be subject to certain limits; for more information regarding these limits, please visit a Bank branch, or contact us at the number listed at the end of this Agreement. These transactions are subject to the terms stated in Electronic Fund Transfers section of this Agreement.

All financial institutions are required to notify their depositors (pursuant to 205 ILCS 5/5b) 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.

#### **CHECKS.**

1. Hold on Other Funds: If we cash a check for you at a teller window 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.

2. Endorsements: 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.

#### **FUNDS AVAILABILITY.**

1. 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. If you make a deposit before the close of business on a Business Day, 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 non-Business Day, we consider the deposit as being made on the next Business Day. 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.
2. YOUR ABILITY TO WITHDRAW 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 Byline Bank ATM, see the "Deposits at ATMs" section below for the availability schedule. If you make a deposit at a branch location on a Business Day, we will consider that day to be the day of your deposit. If you make a deposit on non-Business Day, 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 and to charge you a fee.
3. 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 (\$225 effective 7/1/2020) 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.
4. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:
  - a) you deposit checks totaling more than \$5,000 (\$5,525 effective 7/1/2020) on any one day,
  - b) we believe a check you deposited will not be paid;
  - c) you have overdrawn your Account repeatedly in the last six months;
  - d) you redeposited a check that has been returned unpaid; or
  - e) 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.

5. SPECIAL RULES FOR NEW ACCOUNTS: If you are a new customer, the following special rules will apply during the first thirty (30) days your Account is open. A new customer is defined as a customer who has not had a transactional Account for at least thirty (30) calendar days prior to the new Account opening date.
  - a) Funds from cash and electronic direct deposits into your Account will be available on the day we receive the deposit.
  - b) Funds from wire transfers and the first \$5,000 (\$5,525 effective 7/1/2020) 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 (\$5,525 effective 7/1/2020) 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 (\$5,525 effective 7/1/2020) will not be available until the ninth Business Day after the day of your deposit.
  - c) Funds from all other deposits will be available nine Business Days after the day of deposit.
6. DEPOSITS AT 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 using 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.

#### **WITHDRAWALS.**

Withdrawals from your Account can be made in several different ways.

1. You can write a check if you have a checking or money market Account. 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."
2. You can use a withdrawal ticket 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 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, as provided for by federal law. If at any time we require seven (7) 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.

3. If you have a Card (as defined herein) you can use it to withdraw or transfer money from your Account at any ATM wherever the NYCE®, STAR®, Cirrus System®, or MasterCard® logo is displayed. These transactions are subject to the terms stated in Electronic Fund Transfers section of this Agreement.

#### **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 ("UCC"). If you originate a funds 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 for any ACH transfer originated by you. 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 final settlement of 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 your Account by wire or ACH, we are not required to give you any notice of the payment order or credit.

#### **STOP PAYMENTS.**

1. Checks. 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. The Stop Payment Request can initially be made by phone or in writing and must include the check number, date, amount, and payee of the check. The Stop Payment Request will become effective twenty-four (24) hours after the Bank's acceptance. We may send you a written confirmation of your Stop Payment Request. Your Stop Payment Request will be considered confirmed either twenty-four (24) hours after Bank's acceptance or upon Bank sending you a written confirmation, as applicable. We may rely on the information in the written confirmation unless you notify us immediately of any errors. A confirmed Stop Payment Request is binding upon the Bank for only one hundred and eighty (180) calendar days unless renewed in writing. When the Stop Payment Request expires, we may pay the Item and have no duty to notify you. You may not issue a stop payment on a cashier's or certified check. We are not responsible for Stop Payment Requests with incorrect information. Any joint owner or authorized signer can release a Stop Payment Request previously requested on the Account. If you have a joint Account, we will accept a Stop Payment Request or the release of a Stop Payment Request, from any of the joint owners regardless of who signed the check. Please refer to our Personal Product and Service Fees Schedule for the current service fee for each Stop Payment Request you give us.
2. Cash or One Time Debit Transactions. 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.

3. **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 Agreement.

We must receive your Stop Payment Request at least three (3) Business Days before the payment is scheduled to be made. If you call, we may send you a written confirmation of your Stop Payment Request. We may rely on the information in the confirmation unless you notify us immediately of any errors. Once we have processed your Stop Payment Request and have collected the required service fee (as listed in the Personal Product and Service Fees Schedule), we will stop all payments, in the amount indicated by you, to the third party named in your Stop Payment Request unless you instruct us in writing to resume making such payments.

## **FEES.**

### **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 fee is assessed on the last day of your Account cycle, the service fee will be debited from your Account. If your Account does not have sufficient funds to pay this service fee, we will only deduct the portion of the fee that will bring your Account to \$0, so as not to overdraft your Account. If at any time within the next statement cycle, the Account has sufficient funds to recover the remaining service fee 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.

### **DEPOSIT FEES.**

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.

Please review the "Personal Product & Fee Schedule" for more information.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS.**

1. **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.

2. 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 ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (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.

3. 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 Agreement. You must contact us within forty (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) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- b) An estimate of the amount of your loss;
- c) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- d) 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.

## **ACCOUNT OWNERSHIP TYPES.**

### **INDIVIDUAL ACCOUNT.**

An account in the name of one person is also referred to as a "single ownership" Account. The Account owner of such an Account is the only person who has the right to authorize withdrawals from the Account, unless we permit the Account owner to designate an agent or attorney-in-fact to the Account. Holding such an Account, by itself, creates no additional ownership rights nor survivorship. In almost all instances this type of Account will pass, on the death of the owner, through the estate of the Account owner.

### **JOINT ACCOUNT.**

If you open 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 or Account owner on the Account to be debited. 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, except in the case of a deceased joint Account owner.

Each joint account owner will be both individually and jointly responsible for any obligations which arise from use of the Account(s) or related Card. Any notice which we give will be sufficient if given in writing and mailed to any one of the joint account owners at the address to which your Account statements are sent. Any notice required by you to the Bank will be effective and sufficient when the Bank receives such notice from any one joint account holder.

#### **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 beneficiary's 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.

#### **UTMA DISCLOSURE.**

If 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.

#### **ADDITIONAL ACCOUNT OWNERSHIP TYPES.**

Bank may offer additional forms of Account ownership, and such ownership shall be established by the title or the signature record and any additional documentation required and accepted by Bank.

### **GENERAL RULES COVERING CHECKING AND SAVINGS ACCOUNTS**

#### **STATEMENTS.**

For checking and money market Accounts, a monthly cycled statement will be sent to you summarizing the activity of your 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. If the Account is a passbook savings Account, 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 thirty (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 may be charged for each lost passbook.

Account statements may automatically be combined for Accounts with the same title or at your request.

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.

#### **OVERDRAFTS.**

We have no obligation to pay any Item unless you have sufficient funds available in your Account to pay the Item when it is presented. If there are insufficient available funds in your Account to pay an Item, excluding Card transactions, we may pay the Item and create an Overdraft in your Account or return the Item for non-sufficient funds. If this happens, you may be charged a non-sufficient funds fee. If you have opted into the Bank's SafetyNet service, the above may not be applicable and we may allow overdrafts on your account for card transactions.

#### **PROCESSING ORDER.**

We will process credits before debits. Debits may not be processed in the order in which they were received or occurred. The order in which the transactions are received and processed can affect the total amount of overdraft fees incurred.

#### **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.



## **INTEREST.**

For interest bearing Accounts, 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. If your account earns a variable rate of interest, we can change that rate at any time without notice to you, except as specifically provided in writing in the relevant disclosure(s) or agreement(s). You can find our applicable rates on currently-offered accounts that earn interest in our branches, by calling the telephone number at the end of this Agreement, or on our website. For interest-bearing account products that are no longer actively offered, you can find our applicable rates by calling the telephone number at the end of this Agreement or by visiting a branch.

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. Interest-bearing Account, excluding certificates of deposit, closed during a statement cycle will not earn accrued interest for that period.

## **INCOME TAX REPORTING.**

For interest bearing Accounts, 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.

## **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.

### **ELECTRONIC TRANSFER TYPES.**

The following are considered "Electronic Transfers".

#### **1. ATM and MasterCard® Debit Card ("Card") ATM Transactions:**

If you obtain Card, you can use your Card at any network ATM that has its logo on your Card to make the following transactions:

- a) Withdraw cash from your checking, money market, or savings Account.
- b) Deposit cash or checks to your checking, money market, or savings Account at the Bank's ATMs.
- c) Transfer funds between your checking, money market, or savings Accounts.

Some of these services may not be available at all ATM terminals or to all customers. All withdrawals, deposits, and funds transfers are subject to the rules and agreements which govern such transactions except as specifically modified

by this Agreement. By using the Card, you authorize us to credit or charge your Account with deposits, withdrawals and funds transfers initiated through the use of an ATM. All transactions initiated through the use of an ATM are subject to verification and the time necessary to process them. All deposits, including deposits of cash, are subject to our Funds Availability Policy. Any withdrawal, deposit, or funds 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.

2. Card Point-of-Sale ("POS") Transactions:

You may also qualify to use your Card to access your Accounts for purchases or cash-back withdrawals above the purchase price. If you qualify, you may:

- a) Use your Card to purchase goods or pay for services with merchants who display a MasterCard® or network logo that is on your Card.
- b) Use your Card, with your 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 identifying information, you may transfer funds to or from your checking, money market, or savings Account(s).

4. Online Banking:

You may access Online Banking through the Bank's website, which is listed at the end of this Agreement. Online Banking allows you to perform the following functions:

- a) Transfer funds electronically (either transfers from your Account to an account at a separate financial institution, or from your Account to another account at the Bank).
- b) Access your Account(s) to pay most bills through the Bill Pay Service.

To report a lost or compromised Online Banking password, please call the number listed at the end of this Agreement.

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:

- a) Pay for purchases
- b) Pay bills

**TRANSFER LIMITATIONS**

1. LIMITATION ON FREQUENCY OF TRANSFERS.

You may make only ten (10) cash withdrawals from ATMs each day. You can use the Bill Payment Service to pay unlimited bills each day. You can make ten (10) point-of-sale transactions each day, provided you have the funds available in your Account.

2. LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS.

You may withdraw up to \$510 from ATMs each day. You may buy up to \$5,000 worth of goods or services each day you use the Card for signature based transactions. Withdrawals and point of sale transactions using your Card and PIN have a combined total limit of \$2,510 per day, provided you have the funds available in your Account.

a) LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS FOR STUDENT ACCOUNTS.

The foregoing notwithstanding, if you have a Student Checking Account, you may withdraw up to \$260 from ATMs each day. You may buy up to \$500 worth of goods

or services each day using your Card for signature based transactions. Withdrawals and point of sale transactions using your Card and PIN have a combined total limit of \$760 per Business Day, provided you have the funds available in your Account.

**3. 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.

**4. 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.

**5. ONLINE BANKING.**

Online Banking Dollar Limitations:

- a) Intrabank transfer: Available balance in Account up to \$1,000,000.
- b) Bill Payment: \$25,000 limit per payment. \$25,000 limit per day.
- c) Zelle® Transfers: We may establish limits on the dollar amount allowed from time to time.
- d) External Transfers: \$2,000 daily limit; \$5,000 per rolling 30 days.

**6. TELEBANKER.**

Your telephone initiated transfers of funds are subject only to the available balance in your Account.

**7. 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, we have the right to return unpaid any checks or other orders on your Account which are presented to us and to assess a fee for making such returns. Please review the Personal Product and Service Fees Schedule for current fees. 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.

**ERROR RESOLUTION.**

In case of errors or questions about your Electronic Transfers, please telephone the Bank at the phone number or address listed at the end of this Agreement as soon as you can. If you have 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 Agreement.

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about an Electronic Transfer listed on it. We must hear from you no later

than sixty (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 ten (10) Business Days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (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 ten (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 ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **CONTACT IN EVENT OF LOST OR STOLEN CARD.**

If you believe your Card or PIN has been lost or stolen, call the phone number listed at the end of this Agreement during normal business hours; the after-hours number to call for a lost or stolen Card or PIN is (800) 236-2442; or write the Bank at the address listed at the end of this document.

#### **CONSUMER LIABILITY FOR STOLEN CARDS OR PINS OR UNAUTHORIZED TRANSACTIONS.**

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an Electronic Transfer has been made without your permission. 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 applicable).

1. Lost or Stolen Card or Pin. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, you have no liability if someone used your Card or PIN without your permission and you exercised reasonable care in safeguarding your Card or PIN from loss or theft. If you notify us of a lost or stolen Card or PIN within two (2) Business Days but did not exercise reasonable care in safeguarding your Card or PIN, you can lose no more than \$50 per occurrence. If you do not tell us within two (2) 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.
2. Unauthorized Transfers. 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 sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove

that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### **DOCUMENTATION OF ELECTRONIC TRANSFERS.**

**Receipts.** You will get a receipt at the time you make any transfer to or from your Account using an ATM or a POS Terminal.

**Preauthorized Transfers.** If you have arranged to have a preauthorized transfer to or from your Account at least once every sixty (60) days from the same party (such as a company or government agency) and the third party does not tell you that the transfer has been made, you may call us at the phone number listed at the end of this Agreement. If any of these transfers vary in amount, the person or entity you are going to pay will tell you at least ten (10) days before each payment exactly when the payment will be made and how much it will be. If you do not receive this notice, you may call us at the phone number listed at the end of this Agreement to confirm the amount that was transferred.

**Periodic Statements.** You will get a monthly account statement unless there are no Electronic Transfers in a particular month for savings accounts. In any case you will get the statement at least quarterly.

#### **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, 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 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 transaction 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. If an electronic terminal has insufficient cash to complete the transaction;
6. If 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 agreements with you and you should be familiar with them.

#### **ILLEGAL TRANSACTIONS.**

You may not use your Card, Account, or any of the services for any illegal transaction.

#### **FOREIGN TRANSACTIONS.**

Purchases and cash withdrawals you make outside of the United States will be charged to your Account in U.S. dollars. The conversion will be done by MasterCard® and will either be a rate selected by MasterCard or a government-mandated rate in effect on the day Mastercard processes the transaction. The rate in effect on the processing date may differ from the rate on

the date you used your Card. In addition, you will be charged a foreign transaction fee. This fee will be a percentage of the transaction amount processed outside of the United States.

## 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:

1. Review your Account balances, history and loan information
2. Verify a payment or deposit
3. Transfer money between Accounts
4. Reorder checks
5. Change your Card's PIN, or
6. Report a lost or stolen Card

Enrolling into Telebanker is easy. Call 773-244-7000 and select the option available for Telebanker, Byline's 24-hour Automated Telephone Banking System. 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 eight (8) digit user ID and a four (4) digit password.

## ARBITRATION

ARBITRATION - Please read this Arbitration Provision carefully. It affects your rights and will have a substantial impact on how legal claims you and we have against each other are resolved.

### SUMMARY.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling us. In the unlikely event that we are unable to resolve any dispute you may have to your satisfaction (or if we have not been able to resolve a dispute we have with you after attempting to do so) after following the procedures set forth in this provision, YOU AND WE EACH AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN GENERALLY AWARD THE SAME DAMAGES AND RELIEF ON AN INDIVIDUAL BASIS THAT A COURT CAN AWARD TO AN INDIVIDUAL. ANY ARBITRATION UNDER THIS PROVISION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND NON-INDIVIDUALIZED INJUNCTIVE RELIEF ARE NOT PERMITTED. BY AGREEING TO ARBITRATE, BOTH PARTIES ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR BEFORE A JUDGE. For any non-frivolous Claim with a value of \$75,000 or less, we will pay the filing, administration and arbitrator fees charged by the American Arbitration Association (also referred to in this provision as the "AAA") in connection with the arbitration. Moreover, in arbitration you are entitled to recover attorney's fees from us to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator's award and will pay your reasonable attorney's fees even when you would not be entitled to recover such fees under applicable law in a court proceeding.

YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION AS DISCUSSED BELOW.

**SPECIAL DEFINITION OF CERTAIN TERMS.**

For purposes of this Arbitration Provision only, references to “you,” “your,” “we,” “our,” and “us” include each party’s respective parent companies, subsidiaries, affiliates, agents, employees, officers, directors, predecessors in interest, successors, assigns, and estates as well as all authorized or unauthorized Account owners, cardholders, custodians, users, trustees, or beneficiaries of Accounts under this agreement or any prior agreements between you and us, as applicable.

**AGREEMENT TO ARBITRATE.**

We and you agree that either you or we may, without the other’s consent, require that any controversy or dispute between you and us (all of which are called “Claims”), be submitted to mandatory, binding arbitration. This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs the interpretation and enforcement of this Arbitration. YOU AGREE THAT, BY ENTERING THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. This Arbitration Provision will survive the closing of your Account and/or the termination of this Agreement.

**CLAIMS SUBJECT TO ARBITRATION.**

We and you agree to arbitrate all disputes or claims between us. This arbitration provision is intended to be broadly interpreted. Claims include, but are not limited to:

1. Claims arising out of or relating to your Account(s), this Agreement, any other agreement related to your Accounts, including but not limited to disputes relating to the establishment, terms, treatment, operation, handling, limitations on or termination of your Account; any disclosures or other documents or communications relating to your Account; any transactions or attempted transactions involving your Account, whether authorized or not; billing, billing errors, credit reporting, the posting of transactions, payments or credits or collection or garnishment matters relating to your Account; services or benefits programs relating to your Account, whether or not they are offered, introduced, sold or provided by us; advertisements, promotions, or oral or written statements related to (or preceding the opening of) your Account, goods or services financed under your Account or the terms of financing, the application, enforceability or interpretation of this agreement; and any other matters relating to your Account, a prior related Account or the resulting relationship between you and us. Any questions about what claims are subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way the law will allow it to be enforced.
2. Claims arising out of the interpretation, applicability, enforceability, formation, coverage, or scope of this Arbitration Provision, including but not limited to any claim that all or any part of this Agreement or this Arbitration Provision is void or voidable.
3. Claims subject to arbitration include Claims based on any theory of law, whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation, common law, constitutional provisions, respondeat superior, agency or other doctrine concerning liability for other persons, custom or course of dealing or any other legal or equitable ground (including any claim for injunctive or declaratory relief) or any other legal theory;

4. Claims subject to arbitration include not only Claims made directly by you, but also Claims made by anyone connected with you or claiming through you, such as authorized or unauthorized Account owners, cardholders, custodians, users, trustees, successors, assigns, estates, or beneficiaries of Accounts under this Agreement or any prior agreements between you and us, as applicable. Similarly, claims subject to arbitration include not only Claims that relate directly to us, a parent companies, subsidiaries, affiliates, agents, employees, officers, directors, predecessors in interest, successors, assigns, and estates (and the employees, officers and directors of all of these entities), but also Claims for which we may be directly or indirectly liable, even if we are not properly named at the time the Claim is made, and Claims brought against any other person or entity named as a defendant or respondent in a Claim brought by you against us.
5. Claims that arose before the effective date of this Agreement or any prior deposit Account agreement (including, but not limited to, claims relating to advertising, promotions, or disclosures).
6. Claims are subject to arbitration whether they are made independently or with other claims in proceedings involving you, us or others. Claims subject to arbitration include Claims that are made as counterclaims (including but not limited to counterclaims by us to collection amounts in default from you), cross-claims, third-party claims, interpleaders or otherwise, and a party who initiates a proceeding in a court may elect arbitration with respect to any Claim(s) advanced in the lawsuit by any other party or parties.
7. Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class.
8. Claims that may arise after the termination of this agreement, including any judgments or consent judgments that may be entered in a court.

#### **AVAILABILITY OF SMALL CLAIMS COURT AND GOVERNMENT AGENCIES.**

In lieu of arbitration of a Claim, either you or we may bring the Claim in an individual action in a small claims court with jurisdiction. In the event that the small claims court action is removed, transferred, or appealed to a court of general jurisdiction, you and we agree that the Claim instead shall be resolved in binding arbitration in accordance with this Arbitration Provision. Further, in the event that either you or we add a claim, counterclaim, cross claim, or a claim on behalf of yourself and a class of individuals in such a small claims action after the initiation of the action, the party who must respond to such a claim shall have the ability to assert the right to arbitration within a reasonable time after the addition of such a claim.

In addition, this Arbitration Provision does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

#### **PRE-ARBITRATION NOTICE OF DISPUTES.**

A party who intends to pursue a Claim must first send to the other a Notice of Dispute. Any Notice of Dispute sent to us should be addressed to the address provided at the end of this Agreement, Attn: Legal Department ("Notice Address"). Any Notice of Dispute that we send to you will be sent to the address in our records that is associated with your Account at the time the Notice of Dispute is sent.



The Notice of Dispute must: (a) provide your name, address, telephone number, and Account number; (b) describe the nature and basis of the Claim; and (c) set forth the specific monetary and/or nonmonetary relief sought. If we do not reach an agreement to resolve the Claim described in the Notice of Dispute within forty-five (45) days after the Notice of Dispute is received, you or we may commence an arbitration proceeding. If you or we attempt to commence arbitration proceedings before providing the requisite Notice of Dispute, the AAA shall not commence administration of arbitration proceedings for at least forty-five (45) days after the AAA informs the responding party of the request to initiate arbitration. Neither you nor we will disclose to the arbitrator the existence, amount, or terms of any settlement offers made by either party until after the arbitrator issues a final award resolving the Claim.

#### **ARBITRATION PROCEDURES.**

The arbitration will be administered by the AAA under its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Provision. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the notice address provided above. In the event that the AAA is unavailable to administer an arbitration, the arbitration will be administered by such other arbitration provider that the parties may select or, if the parties cannot agree, by an arbitration provider selected by the court.

After complying with the Notice of Dispute procedure described above, either you or we may commence arbitration by sending a Demand for Arbitration to the AAA and a copy to the other party. Demands for Arbitration sent to us should be mailed to the Notice Address provided above. A form Demand for Arbitration and filing instructions are available on the AAA’s website at [www.adr.org](http://www.adr.org).

The arbitrator will decide the substance of all Claims in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. Under this arbitration provision, arbitrators will not be bound by rulings in prior arbitrations involving different customers but are bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law. All issues are for the arbitrator to decide, including issues relating to the arbitrability of Claims, the scope and enforceability of this arbitration provision, the interpretation of the prohibition of class and representative actions and, non-individualized relief.

Unless both you and we agree otherwise, each party must bring all related or similar Claims in a single arbitration proceeding. If you or we later initiate a subsequent arbitration asserting Claims that are related or similar to ones that were raised by such party in a prior arbitration, the AAA or the arbitrator will either: (i) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing or (ii) dismiss the subsequent arbitration if it raises Claims that would be barred by applicable law if brought in court.

If the value of the relief sought (either to you or to us) is \$25,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. Otherwise, the type of hearing will be determined by the AAA Rules. Any in-person arbitration hearing will take place within the federal judicial district where the address associated with your Account as identified in our records at the time the arbitration is commenced is located or, if that location is inconvenient to

you, at some other location that the parties agree is convenient. Regardless of the type of hearing selected, upon the request of either party made prior to the closing of the hearing (or, if there is no oral hearing, prior to or along with submission of final documents to the AAA), the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award, if any, is based. Unless otherwise agreed by you and us, any award will be rendered by the arbitrator not later than fourteen (14) days from the date of the closing of the hearing or, if there is no oral hearing, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator in accordance with the AAA Rules.

#### **ARBITRATION COSTS.**

We will pay all AAA filing, administration, hearing, and arbitrator fees ("AAA Fees") for any arbitration that we initiate. We also will pay all AAA Fees for any arbitration that you initiate in which the value of the relief you seek (either to you or us) is \$75,000 or less. If you initiate an arbitration proceeding seeking relief exceeding \$75,000 in value (either to you or us), then the payment of AAA Fees will be governed by the AAA Rules. If, however, the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA Fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules.

If we are required to pay your filing fee, once we receive notice at the Notice Address above that you've commenced arbitration, we will promptly reimburse you for the filing fee. The AAA's current filing fee is \$200, but is subject to change by the AAA. If you are unable to pay the filing fee, we will pay it directly to the AAA on your behalf upon receiving a written request from you at the Notice Address above.

#### **ALTERNATIVE PAYMENT AND ATTORNEY'S FEES.**

If you complied with the Pre-Arbitration Notice of Dispute procedure above and the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected, then we will:

1. pay you the amount of the award or \$5,000, whichever is greater (the "alternative payment"); and
2. pay your attorney, if any, the amount of attorney's fees, and reimburse any expenses (including expert witness fees and costs reasonably necessary to prove your Claim), that your attorney reasonably incurs for investigating, preparing, and pursuing your Claim in arbitration (the "attorney payment").

If we did not make a written offer to settle the Claim(s) before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney payment, respectively, if the arbitrator finds in your favor on the merits of your Claim(s). The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, the alternative payment, and the attorney payment upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits. In assessing whether the arbitrator's award is greater than the value of our last written settlement offer, the arbitrator will not include in his or her calculations the value of any amount awarded for your attorney's fees or expenses. If you amend your Claim after an arbitrator is selected to include new or different Claims or to seek greater relief than you disclosed in your Notice of Dispute, the arbitrator will stay further arbitration proceedings for thirty

(30) days, during which time we may make a written settlement offer that is deemed to be effective before the date of the arbitrator's selection for purposes of assessing the availability of the alternative payment and/or attorney payment.

The right to the attorney payment supplements any right to attorney's fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or expenses. Although under some laws we may have a right to an award of attorney's fees and expenses if we prevail in an arbitration, we agree that we will not seek such an award unless you have retained an attorney and your Claim is determined to be frivolous or brought for an improper purpose (as determined by the arbitrator and measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

#### **PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF AND SEVERABILITY.**

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual Claim; any injunctive relief must be individualized in nature and cannot affect other Account holders. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

If a court decides that any part of this Arbitration Provision (other than this paragraph's prohibitions of class or representative actions, non-individualized injunctive relief, and consolidation) is invalid or unenforceable, the other parts of this Arbitration Provision will still apply. However, if a court decides that this paragraph's prohibitions of class or representative actions, non-individualized injunctive relief, and consolidation is invalid or unenforceable as to a particular claim for relief (or request for a particular remedy), then that claim (or that request for that remedy) must be brought in court, with all other claims (and requests for other remedies) decided in arbitration.

#### **OPT OUT PROCEDURES.**

You can choose not to agree to this Arbitration Provision ("opt out") by writing to us at the Notice Address above within thirty (30) days after the later of: (i) the date that we open your Account; or (ii) the Effective Date of this Agreement ("the Opt Out Deadline"). The written opt out notice must state that you do not agree to this Arbitration Provision and must be postmarked no later than the Opt Out Deadline. The opt out notice must include your name, address, and Account number(s) to which the opt out applies. All owners of the Account must sign the written opt out notice for it to be effective.

This is the only way you can opt out of this Arbitration Provision. If you opt out of this Arbitration Provision, all other parts of this Agreement will continue to apply to your Account(s). Opting out of this Arbitration Provision has no effect on any previous, other, or future arbitration agreements that you may have with us.

#### **FUTURE CHANGES TO THE ARBITRATION PROVISION.**

Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this

Arbitration Provision (other than a change to the Notice Address or any website link or telephone number provided herein), that change will not apply to any Claim of which we had written notice on the effective date of the change. Moreover, if we remove the Arbitration Provision from this agreement, any such removal will not be effective until at least thirty (30) days after written notice of such removal is provided to you, and shall not be effective as to Claims which arose prior to the date of removal.

#### **OTHER REMEDIES.**

This Arbitration Provision and the exercise of any of the rights you and we have under it will not prohibit you or us from exercising any lawful rights either you or we have to use other remedies available to preserve, foreclose or obtain possession of real or personal property or exercise self-help remedies, including setoff rights as described in this agreement.

#### **ENFORCEMENT, FINALITY.**

You or we may bring an action, including a summary or expedited motion, to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if any such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Failure or forbearance to enforce this Arbitration Provision at any particular time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing.

An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction and shall be subject to judicial review only as provided in the FAA. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, nor on the resolution of any other dispute or controversy.

#### **SURVIVAL.**

This Arbitration Provision shall survive: (1) termination or changes in the Agreement, the Account, and the relationship between you and us concerning the Account; (ii) the bankruptcy of any party, to the extent permitted by applicable bankruptcy law; and (iii) any transfer or assignment of your Account, or any amounts owed on your Account, to any other person.

## CONTACT INFORMATION

Byline Bank – Corporate Office

180 N. LaSalle St. Suite 300

Chicago, IL. 60601

(773) 244-7000

[bylinebank.com](http://bylinebank.com)

# DEBIT CARD AGREEMENT

## ATM/DEBIT CARDS

Each person who activates a Card agrees to be bound by these rules, in addition to the terms and conditions of the Agreement and any additional disclosures, agreements, or rules governing your Card. All terms, conditions and agreements that govern your Account (whether set forth in this Agreement, 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.

## 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 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) providing your Card information to an online merchant. 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. We have no obligation and no liability 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.

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. OVERDRAFTS

See our Safety Net Disclosure for additional information about our overdraft services.

#### 7. 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 the joint owners at the address to which the Account statements are sent.

#### 8. 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 3% transaction fee.

#### 9. FEES AND CHARGES

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 Card purchase, or when using a Bank operated ATM. If you use your 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 Personal Product and Service Fees Schedule.

### **MOBILE WALLET TERMS OF USE.**

#### 1. USING 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 using your Account through a mobile application. Mobile Wallet is a service that requires merchants 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. Mobile 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 or 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 the Mobile Wallet 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 the Mobile Wallet 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 Personal Product and Service Fees Schedule.

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 SafetyNet service and a transaction originated via Mobile Wallet, along with other Account activity processed in the same day, results in a Non Sufficient Funds (NSF) Item Paid or Non Sufficient Funds (NSF) Item Returned fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Personal Product and Service Fees Schedule. If you frequently overdraw your Account, we reserve the right to terminate your usage of the Mobile Wallet service.

### 7. 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.



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 our Privacy Policy applicable to your Card or the Account.

#### 8. 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 Mobile Wallet 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).

#### 9. 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 Mobile Device (either the operating system or any other software you choose to install), or the hardware associated with your Mobile 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.

#### 10. 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.

#### 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. CHANGES TO THESE RULES

We may at any time cancel your privilege to use your Card, and we may list the Card in cancellation bulletins. Any such cancellation shall be (subject to compliance with any applicable 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 emailing it to you.

#### CONTACT INFORMATION

Byline Bank – Corporate Office

180 N. LaSalle St. Suite 300

Chicago, IL. 60601

(773) 244-7000

[bylinebank.com](http://bylinebank.com)

## Personal Product & Service Fees Schedule

Account Research	\$25.00 per 1/2 hour	Continuous Overdraft (OD) Fee***	\$6.00
Early Account Closure Fee (Charged for accounts closed within 6 months of opening.)	\$25	Personal Money Order	\$5.00 per money order
Overdraft Protection (appears on statement as Transfer Fee)	\$10	Safe Deposit Box Late Fee	\$5.00 per month (maximum \$15.00 per contract year)
Statement Copy	\$5.00 per statement	Safe Deposit Box Key Replacement	\$10.00 + cost
Statement Balancing	\$25.00 per 1/2 hour	Safe Deposit Box Drilling	\$150.00
Cashier's Check	\$10.00 per check	Savings Passbook Replacement	\$10.00
Check Cashing (non-customer)	1.50%	Signature Guarantee	\$25.00
Check Printing Fees	Varies	Stop Payment Fee	\$35.00 per order
Coin Counting	3% over \$250.00	External Transfer Fee (appears on statement as Transfer Fee)	\$5.00
Collection (incoming/outgoing)*	\$25.00 per item	Foreign Transaction Fee	3% of transaction
Item Copy Fee	\$4.00 per check copy (plus \$25 per 1/2 hour research fee)	Replacement Card	\$10.00
Counter Check	\$1.00	Expedited Card Fee	\$45.00
Deposited Item Returned	\$10.00	ATM Transactions at Affiliated ATMs	FREE
Deposited Item Returned Intl	\$25.00 per item	ATM Transaction Fee-Withdrawals at non-bank affiliated ATMs (first 3 per statement cycle are free)	\$3.00
Dormant Fee		Nationwide	\$3.00
• Checking and Money Market Accounts –One (1) Year	\$7.50	Trustee Transfer Fee (IRA, HSA, SEP or KEOGH)	\$50.00
• Savings Accounts-Two (2) Years		Verification of Deposit	\$20.00
Foreign Item Collection*	\$100.00	Incoming Wire Fee	\$15.00
Legal Notice Processing Fee	\$150.00	Domestic Wire Fee	\$30.00
Immigration Letter	\$15.00	International Wire Fee	\$50.00
On-line Banking and Bill-Pay Service	FREE	Target Balance Fee (appears on statement as Transfer Fee)	\$10.00
Notary Prop. Conveyance (Cook County)	\$25.00	Security Transactions	\$50.00
Non Sufficient Funds (NSF) Item Paid**	\$36.00		
Non Sufficient Funds (NSF) Item Return**	\$36.00		

\* Additional Fees apply based on the paying bank.

\*\* You will be charged up to a maximum of five (5) NSF items per day for overdrafts greater than \$5.00. This maximum includes NSF Items Paid, and NSF Items Returned.

\*\*\* A Continuous Overdraft Fee of \$24.00 will be charged upon the fourth consecutive Business Day a consumer Account is overdrawn. Additionally, an Account that is overdrawn after the fourth consecutive Business Day will continue to be charged a \$6.00 Continuous Overdraft fee for every Business Day the Account is in an overdraft status for a period of thirty (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 fourth consecutive Business Day, the Account will not be charged a Continuous Overdraft Fee.

All fees are effective 1/1/2021 and are subject to change. Fees may reduce earnings.

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For more information call (773) 244-7000  
or visit us online at [BylineBank.com](https://www.BylineBank.com)



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