



# **Business Deposit Account Agreement and Disclosures**



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# Business Deposit Account Agreement and Disclosures

This Business Deposit Account Agreement and Disclosures (“Agreement”) sets forth the terms and conditions of the business deposit accounts (each, an “Account”) that a Customer establishes at Byline Bank. The use of the term “Bank” means Byline Bank, and the term “Customer” means the business entity that opens and uses an Account.

## GENERAL RULES AND INFORMATION APPLICABLE TO ALL ACCOUNTS.

### ACCOUNT TERMS AND AMENDMENTS.

The signature card shows ownership of the Account. When signed and through use of the Account, Customer agrees to be bound by this Business Agreement and the terms and conditions in it, and to comply with Applicable Law (defined below) when using the Account and any deposit and payment services connected to any Account. Please read this Agreement carefully. “Applicable Law” means, collectively, any applicable state, federal, local and foreign laws, rules, regulations and other laws including, without limitation, rules, regulations and operating rules and operating guidelines established by NACHA, the Electronic Payments Association, and any other money transfer or electronic payments system or network, check clearing organization and payment clearinghouse used by Bank in connection with Customer’s transactions (“*Operating Rules*”), the regulations and operating circulars of the Federal Reserve Board and any control or sanction administered by the Office of Foreign Assets Control. Customer should immediately contact Bank if there are any questions or if Bank can be of further assistance. Please see the contact information for Bank listed at the end of this Agreement.

Additional terms and rules applicable to Customer Account(s) held at the Bank and these additional terms may be provided in:

- (a) Written disclosures and other pricing or business information terms that Bank provides to Customer when an Account is opened such as the Business Accounts Brochure as updated and modified from time to time;
- (b) Terms and conditions that Bank makes available when Customer uses additional or different services or new Accounts;
- (c) Any manuals or guides whether in print or electronic; and
- (d) Other disclosures Bank provides with respect to debit cards or overdraft coverage.

Bank can change these terms at any time. If Bank is required to notify Customer of a change in terms, Bank will provide such notice of change in terms by posting notice at the Bank, by mailing notice to Customer at the address shown on Bank’s 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 opening or continuing to maintain or hold an Account with us, Customer agrees that the most recent version of this Agreement, which is available to Customer on Bank’s website or at Customer’s local branch, will control and govern all other agreements for various deposit products, services, or systems offered by the Bank from time to time.

#### **AUTHORIZED PERSONS AND FORMS.**

The forms Bank requires when Customer opens an Account may include, but may not be limited to, account resolutions, a signature card and other documents that establish the authority of the person or persons authorized to access its Accounts and conduct banking business with Bank. An "Authorized Person" is any person identified to Bank as such or as an agent of Customer in the account resolutions Customer gives Bank or other account implementation forms Bank requires, and any other person or agent acting for Customer with actual or apparent authority to transact business on Customer's behalf. Bank may require additional information and documents for these purposes at any time. Customer agrees to keep the information Customer provides Bank current and up-to-date including for any change in Customer's business name, address, Authorized Persons and contact information. Customer authorizes Bank to recognize the authority of each Authorized Person until Bank receives authorized written notice that the existing authorization is changed or terminated and Bank has had a reasonable opportunity to act on that notice. Bank is not responsible for any losses if Customer fails to timely and properly notify Bank of changes in such information, authorizations or Authorized Persons. Bank is not obligated to honor checks or process transactions until Bank receives properly completed authorization forms.

#### **CUSTOMER IDENTIFICATION REQUIREMENTS.**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business entity that opens an Account. When Customer opens an Account with Bank, Customer must provide Bank with its business entity name, principal and local (if different) address, date of establishment, employer identification number and other information. Bank may also seek additional information or documents. Customer agreed that Bank may seek information about Customer from third parties to confirm Customer's organization and identity and for other Account related purposes. Bank is required to follow these procedures even if Customer is already a Bank customer.

In addition, under federal laws and regulations Bank is required to collect information reasonably designed to identify and verify the beneficial owners of the legal entity that is the Bank's customer. Bank may, from time to time, require that Customer provide additional documentation to Bank to verify Customer's identity, the authority of individuals acting on Customer's behalf, the nature and purpose of that relationship and other matters relating to Customer's Account.

#### **ELECTRONIC ACCESS.**

If Customer accesses Accounts through Bank's internet portal, by telephone or similar means, Customer's authorization to Bank to carry out Customer's instructions or enable access to Accounts may be given by the use of codes, personal identification numbers, passwords, private keys, and similar means. All communications and access to Accounts using such methods are deemed valid, authentic and duly authorized by Customer.

#### **STATEMENTS; NOTICE OF ERRORS.**

Customer must notify Bank in writing within thirty (30) days after Bank mails a statement or otherwise make a statement or information available (including electronically) if Customer did not receive Customer's scheduled statement or cannot access such information.

If Customer does not notify Bank of an unauthorized signature, or any other error or alteration within thirty (30) days after the first statement has been sent (or otherwise made available) on which the error appeared, Customer cannot assert the unauthorized signature or alteration against Bank and Customer cannot assert any unauthorized signatures or alterations by the same person or persons on Items paid by Bank after the reasonable time mentioned above elapses, but before Bank receives Customer's notice. As used herein, "Item" means all transactions, credits and debits to your account, including but not limited to checks, fees, service charges, ACH entries, funds transfers, cash withdrawals, Card transactions, Online Banking transactions, wire transfers and other amounts that are added to or subtracted from your Account.

Customer acknowledges and agrees to waive any rights to recovery Customer may have against Bank if Customer does not provide notice to Bank in the manner and within the time required by this Agreement. Bank shall have no liability to Customer for any mistake or error unless Customer has given Bank appropriate notice as provided for herein and the legal action begins within one year after Bank sends or makes such statement available to Customer.

**BUSINESS DAYS.**

Bank's 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 Bank provides to Customer, or when Customer uses 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 Bank's representatives, the terms of this Agreement will be controlling.

**NOTICES FROM CUSTOMER.**

Any notice Customer provides to Bank will be effective upon Bank's receipt of such notices, provided that Bank has had a reasonable time to review and act upon Customer's notice.

All notices to be delivered by Customer 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 Customer is required to provide Bank 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 CUSTOMER.**

By providing Bank with telephone number(s) of Customer's authorized individuals (including a mobile telephone) and/or email address in connection with Customer's Account, Customer consents, and each such individual hereby consents, to receiving calls and messages, including pre-recorded and/or auto-dialed calls and messages, and/or text messages from Bank at that number and/or emails from Bank for Bank's everyday business purposes (including identity verification) and for other marketing or non-marketing purposes. Standard telephone minute and text charges may apply if Bank contacts any such individuals so designated by Customer. Contact preferences may be changed at any time. Customer understands that this consent is not a condition of purchasing any property, goods, or services from the Bank.

**DISCLOSURE OF ACCOUNT INFORMATION.**

It is Bank's policy not to disclose information to third parties about Customer's Account or the transactions Customer executes, except: (a) where it is necessary for completing transactions; (b) in order to verify the existence and condition of Customer's 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 Bank has closed an Account due to an overdraft(s), Bank may disclose this fact to the consumer reporting agency; (e) Bank may disclose to its affiliates the mere fact that Customer has an Account with Bank and information about Customer and its transaction history with Bank; (f) if Customer give Bank written authorization.

**DORMANT ACCOUNTS AND UNCLAIMED PROPERTY.**

Bank may have its own rules regarding dormant accounts and Bank 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 Customer in the Business Product and Service Fees Schedule.

Each state has laws that govern when accounts are considered abandoned, and when Bank is required by Applicable Law to send a customer's funds to the state. Generally, the funds in Customer's Account are considered unclaimed if Customer has not had any activity or communication with Bank regarding its Account over a period of years, as specified by Applicable Law. Bank will mail a letter to notify Customer before Bank transfers funds to the state as abandoned property. If Customer's funds are surrendered to the State, Customer may be able to reclaim them, but the claim must be presented to the State. Once funds are escheated, Bank no longer has any liability with respect to the funds.

**CLOSING AN ACCOUNT.**

Customer can close an Account, provided the funds are collected, on any of the Bank's Business Days for any reason after Bank receives written notice and has had a reasonable opportunity to act on it. The Bank can also close an Account at any time, with or without cause, but, if the Bank does so, Bank will mail or otherwise give Customer a notice of that closing and a check for the remaining balance, if any. Bank's rights under these Rules will survive the closing or termination of Customer's Accounts.

**SET OFF AND SECURITY INTEREST.**

In addition to all rights provided by Applicable Law, Customer agrees that any and all amounts on deposit in any Account may be set off and applied against any liability Customer owes Bank under this Agreement or other agreement by and between Customer and Bank or an affiliate of Bank, and Customer further grants the Bank a first priority security interest in all Accounts held by Customer 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 CUSTOMER'S ACCOUNT.**

If Bank is served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to Customer's Account (termed "legal action" in this section), Bank will comply with that legal action. Or, in Bank's discretion, Bank 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. Bank 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, Bank will not have any liability to Customer if there are insufficient funds to pay Customer's Items because Bank has withdrawn funds from Customer's Account or in any way restricted access to Customer's funds in accordance with the legal action. Any fees or expenses Bank incurs in responding to any legal action (including, without limitation, attorneys' fees and Bank's internal expenses) may be charged against Customer's Account. The list of fees applicable to Customer's Account(s) provided elsewhere may specify additional fees that Bank 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 Customer's 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 Customer 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.

#### **UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT NOTIFICATION.**

Unlawful Internet gambling means to place, receive, or otherwise knowingly transmit a bet or wager by any means that involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made. "Restricted transactions" are prohibited from being processed through any Account or relationship. A "restricted transaction" includes, but is not limited to, any transaction or transmittal involving any credit, funds, instrument, or proceeds that any person engaged in the business of betting or wagering knowingly accepts, in connection with the participation of another person in unlawful Internet gambling. It includes credit or the proceeds or extension of credit (including credit extended by use of a credit card); electronic fund transfers or funds transmitted by or through a money transmitting business; or a check, draft or similar instrument that is drawn on or payable at or through any financial institution. Customer agrees not to use the Account to participate in any Unlawful Internet gambling or other Restricted Transactions.

#### **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 its own lack of good faith and failure to exercise ordinary care in handling Items for collection or deposit in accordance with Applicable Laws. Customer agrees that 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 Applicable Law, and except as otherwise expressly provided herein, Customer agrees 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, "Losses") 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 Customer is 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 CUSTOMER 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, 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 Customer 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. Customer agrees that the Bank shall not have any liability whatsoever for any Loss caused by or resulting from: (i) Customer's acts, errors, or omissions or the acts, errors or omissions 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 Customer or Customer's transactions as a result of (A) Customer 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 Customer.

#### **INDEMNIFICATION.**

Except as otherwise set forth in this Agreement, Customer agrees to indemnify, defend and hold Bank harmless from any and all Losses related to or arising out of: (a) Customer's actions and omissions in connection with Customer's use of the Account(s) or the Services, (b) Bank's actions and omissions, provided that they are taken/omitted in accordance with this Agreement or Customer's instructions, and (c) Customer's breach of Applicable Law or the terms of this Agreement; provided, that Customer shall not be obligated to indemnify Bank for any Losses resulting from Bank's gross negligence or willful misconduct. This provision shall survive the termination of this Agreement.

#### **RECORDING.**

Customer authorizes Bank 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 Customer's 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 Bank retains the right to refuse, limit, or return Customer's deposit. Customer represents, warrants and covenants that Customer has the full legal right and authority to deposit any Items presented into Customer's Account. 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, Customer's Bank relationship officer, contact Bank at the number listed at the end of this Agreement, or review the FAQ section of the Online Banking website. These transactions are subject to the terms stated in Electronic Fund Transfers section of this Agreement.

When Customer deposits or cashes a check, draft or other item with Bank whatever medium and by any means, Bank acts as Customer's agent in collecting the Item. Customer has the risk of loss for each Item throughout the collection process and is solely responsible for the return, rejection and collectability of each Item. Bank may charge Customer's Account for, or otherwise obtain a refund of the amount of any credit Bank gave Customer for the deposited Item (including interest and earnings credits), if Bank is unable to collect the amount of the Item for any reason including loss or destruction of the Item, regardless of when the Item is returned. Customer agrees to assist Bank in any case in collecting lost, destroyed or returned Items. Bank is not responsible for the insolvency or any act or failure to act of any other bank, processor or intermediary in the collection process. Bank reserves the right to process an Item on a collection basis only. Bank is not required to examine Items for, and has no responsibility for any legends or restrictions appearing on any Item deposited to Customer's Account.

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 Bank cashed a check for Customer at a teller window that is drawn on another bank, Bank may withhold the availability of a corresponding amount of funds that are already in Customer's Account. Those funds will be available at the time funds from the check Bank cashed would have been available if Customer had deposited it. If Bank accepts for deposit a check that is drawn on another bank, Bank may make funds from the deposit available for withdrawal immediately but delay Customer's availability to withdraw a corresponding amount of funds that Customer has on deposit in another Account with Bank. 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 Customer deposited.
2. Endorsements: Customer 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, Bank has the right to endorse any non-cash Item for payment of money made out to any Account owner. Bank may accept for deposit any Item last endorsed by Customer (including as Customer instructs Bank). Customer agrees to abide by the endorsement requirements and acknowledge that Bank has no responsibility for any improper endorsement or marks by Customer. Customer understands that Bank may refuse to accept Items not properly endorsed by Customer.

#### **RETURNED ITEMS.**

Items Customer deposits in an Account are subject to collection. If any Item is returned to Bank unpaid by any means or form at any time for any reason, Bank will reverse the credit to, or otherwise debit Customer's Account or any other Account of Customer's with Bank for the amount of the credit and any applicable fees, service charges and other Losses (defined below) Bank suffers. If there are not sufficient funds in the Account, Bank may obtain a refund of the amount of any credit Bank gave Customer for the Item by any legal means (and reverse or recover any associated interest or earnings credit) regardless of any applicable midnight deadline or other circumstances. Bank may, in Bank's discretion, present an unpaid Item for payment or collection again without notice to Customer. Customer understands that an Item drawn on a financial institution in a foreign country may be returned at any time and Customer's obligation with respect to the returned Item could arise at any time. If a deposited Item is returned unpaid, and resubmitted for payment, Bank reserves the right to charge a re-presentation fee. If a deposited Item is returned unpaid and charged back to Customer's Account, Bank reserves the right to charge a returned item fee. If an Item is returned as a counterfeit item, altered item, or for any other reason, Customer is liable to Bank for any loss Bank suffers regardless of any confirmation of availability of funds Bank may have provided to Customer. Customer may not receive an original of a deposit Item that is returned unpaid; instead Customer may receive an image or other record of the Item.

#### **VERIFICATION AND IMAGING.**

All deposits and credits to Customer's Account (even those for which Bank has provided a receipt) are subject to final verification by Bank, though Bank reserves the right not to do so in every case. Bank recommends that Customer maintain thorough records of all deposits. Credit for any deposit is always provisional and subject to verification and correction at any time without notice if Bank determines it to be incorrect for any

reason. Bank may rely on the account number on any deposit slip or similar record Bank receives, even if that Account number is associated with a name that's different from the name that Customer provides. Bank has no responsibility to detect any inconsistency between the account number Customer provides and the name.

Bank typically does not retain paper copies or originals of deposit tickets, checks or other paper transaction documents except as required by Applicable Law. Bank reserves the right to produce images of deposit documents including Items and destroy the original. Bank will make and store images of these documents in accordance with internal Bank policies and procedures. Customer acknowledges that these images will be treated as originals for all purposes.

## **FUNDS AVAILABILITY.**

### **1. DETERMINING THE BUSINESS DAY CUSTOMER'S DEPOSIT WAS MADE.**

The length of time until Customer's deposit is available is counted in Business Days from the day of Customer's deposit. If Customer makes a deposit before the close of business on a Business Day, Bank considers that day to be the day of Customer's deposit. However, if Customer make a deposit after the close of business or on a non-Business Day, Bank considers the deposit as being made on the next Business Day. Deposits made at Bank's 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 Bank's 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. CUSTOMER'S ABILITY TO WITHDRAW FUNDS.**

Bank's policy is to make funds from Customer's cash, wire transfers, electronic direct deposits and other electronic transfers available to Customer on the Business Day on which Bank receives the deposit, and to make funds from other deposited Items, such as checks, available on the first Business Day after the day on which Bank receives Customer's deposit. For any deposits, including cash, made at a Byline Bank ATM, see the "Deposits at ATMs" section below for the availability schedule. If Customer makes a deposit at a branch location on a Business Day, Bank will consider that day to be the day of Customer's deposit. If Customer makes a deposit on non-Business Day, Bank will consider the deposit to have been made on the next Business Day that Bank is open. Once the funds are available, Customer can withdraw them in cash and Bank 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 Customer a fee.

### **3. LONGER DELAYS MAY APPLY.**

In some cases, Bank will not make all the funds that Customer deposits by check available to Customer on the first Business Day after the day of Customer's deposit. Depending on the type of check that Customer deposits, funds may not be available until the second Business Day after the day of Customer's deposit. The first \$225 of Customer's deposit, however, will be available on the first Business Day. If Bank is not going to make all the funds available from Customer's deposit available on the first Business Day after the day of Customer's deposit, Bank will notify Customer at the time of Customer's deposit and tell Customer when the funds will be available. If Customer's deposit is not made directly through

one of Bank's employees, or if Bank decides to take this action after Customer leaves the premises, Bank will send the notice no later than the Business Day after Bank receives Customer's deposit.

4. In addition, funds Customer deposits by check may be delayed for a longer period under the following circumstances:

- a) Customer deposits checks totaling more than \$5,525 on any one day,
- b) Bank believes a check Customer deposited will not be paid;
- c) Customer has overdrawn Customer's Account repeatedly in the last six months;
- d) Customer redeposited a check that has been returned unpaid; or
- e) if there is an emergency, such as failure of communications or computer equipment.

Bank will notify Customer if Bank delays Customer's ability to withdraw funds for any of these reasons and Bank will tell Customer when the funds will be available. Funds will generally be available no later than the seventh Business Day after the day of Customer's deposit. If Customer will need the funds from a deposit right away, Customer should ask Bank when the funds will be available.

5. SPECIAL RULES FOR NEW ACCOUNTS.

If Customer is a new customer, the following special rules will apply during the first thirty (30) days Customer's 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 Customer's Account will be available on the day Bank receives the deposit.
- b) Funds from wire transfers and the first \$5,525 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 Customer's deposit if the deposit meets certain conditions. For example, the checks must be payable to Customer (and Customer must use a special deposit slip). The excess over \$5,525 will be available on the ninth Business Day after the day of Customer's deposit. If Customer's deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of Bank's employees with a special deposit slip, the first \$5,525 will not be available until the ninth Business Day after the day of Customer's 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 Customer has written on the first Business Day following the day of deposit.

## **WITHDRAWALS.**

Withdrawals from Customer's Account can be made in several different ways.

1. Customer can write a check if Customer has a checking or money market Account. Bank is not required to honor any restrictive legend on checks Customer writes unless Bank has 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. Customer can use a withdrawal ticket if Customer has a savings Account. As a day-to-day practice, the Bank allows withdrawals from savings Accounts at any time without prior notice. Bank does reserve the right, however, to demand and receive at least seven (7) days prior written notice that a withdrawal is going to be made from any savings account, as provided for by federal law. If at any time Bank requires seven (7) days' notice, Bank will have the right to return any unpaid checks for which notice has not been given and Bank will not incur any liability in so doing.
3. If Customer has a Card (as defined herein) Customer can use it to withdraw or transfer money from Customer's 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.

## **OVER THE COUNTER CHECK PRESENTMENT.**

Customer agrees that Bank will not be obligated to cash any checks issued on an Account that are presented at its counters, and that it will not be a wrongful dishonor for Bank to refuse to cash any checks presented at its counters. However, Bank may elect to cash such checks; provided, that, if anyone who is not a Bank customer presents Customer's check to Bank "over-the-counter," Bank may require proper identification, confirmation from Customer that such check should be cashed, and may charge a fee to such person to cash the check. Bank may dishonor any check presented at Bank's counters, including, but not limited to, if the person refuses to pay the required fee or provide proper identification.

Bank may charge Customer's Account on the day the Item is presented to Bank by any means. Bank may charge Customer's Account or place a hold on funds if Bank receives an electronic or other notice that Customer's Item has been deposited for collection at another bank. Bank has no obligation to honor any Item drawn on, or any withdrawal or transfer from an Account if an overdraft would be created or increased. Bank makes the decision to pay or return an Item in a single determination between the time the Item is presented to Bank by any means or Bank receives notice of it, and the time Bank is required to honor or refuse an Item.

## **DATES AND RESTRICTIONS.**

Bank may, without inquiry or liability, honor or refuse to honor any Item drawn on Customer's Account that is (a) post-dated or contrary to special instructions or restrictive legend identified on the Item, or (b) undated or has a date on the Item more than six months old. If Customer does not want Bank to honor these Items, Customer must give Bank a stop payment order.

## **SIGNATURE AND PROCESSING REQUIREMENTS.**

If Customer establishes an Account that purports to require two or more signatures on an Item or impose any conditions or restrictions in any way, Customer understands that such signature requirements, conditions, and restrictions are solely for Customer's own internal control purposes. Bank will not

be liable for paying any Item lacking the required number of signatures, or otherwise not in compliance with any such conditions or restrictions. In addition, if Customer uses an ink or form that is not recognized by imaging equipment, it may not be processed properly or at all and Bank may return it unpaid without liability. If Customer uses a stamp, computer printer or software, facsimile or other mechanical or electronic device or method (collectively, "*Mechanical Signatures*") to sign or endorse Items, Bank is authorized to conclusively rely on that signature as Customer's authorized signature regardless of the person or means by which such signature may have been made, or the color or combination of colors of the signature or any other marking, legend, identifier or code. Bank will treat the Item that has such signature (or any signature that reasonably resembles the specimen Customer provides to Bank) as authorized by Customer and properly payable, and Bank will honor it. Customer acknowledges that Customer understands and appreciates the risks associated with using Mechanical Signatures, and agrees to assume sole responsibility for maintaining the security of the device or computer that operates the Mechanical Signature. Bank is not liable to Customer or any other person for any unauthorized use or misuse of a Mechanical Signature or if Bank dishonors an Item when Bank believes in good faith that the signature is not genuine or authorized. Customer understands that Bank, like most other financial institutions, processes Items using high speed automated equipment based on the Magnetic Ink Character Recognition (MICR) line information encoded on such Items. While Bank selects some Items for physical review based on Bank's internal criteria that changes from time to time, Bank does not visually inspect each Item. Customer agrees that Bank may disregard any information on an Item other than the MICR data amount, signature of drawer and identity of payee.

#### **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 Customer originates a funds transfer instruction (or "Payment Order" as defined in the UCC) for which Fedwire is used and Customer identifies by name and number a beneficiary, the depository, an intermediary depository financial institutions, or Bank and every depository financial institution may rely on the identifying numbers provided to make payment, and Customer agrees Customer shall not be liable for any errors made by Customer in such instruction. Bank may rely on the number even if it identifies a financial institution, person or account other than the one named. Customer agrees to be liable for the amount of such transfers or Payment Orders Customer originates as set forth above. Customer agrees to be bound by automated clearing house association rules for any ACH transfer originated by Customer. These rules provide, among other things, that payments made to Customer, or originated by Customer, 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 Bank does not receive final settlement of such payment, Bank is entitled to a refund from Customer in the amount credited to Customer's Account and the party originating such payment will not be considered to have paid the amount so credited. If Bank receives a payment order to credit Customer's Account by wire or ACH, Bank is not required to give Customer any notice of the payment order or credit.

In addition to the limits on Bank's liability otherwise set forth in the terms of this Agreement, in the event of any failure, delay or improper execution of Customer's Payment Order, Customer agrees that Bank's liability shall be limited to the amount of

interest losses incurred by Customer for such failure, delay or improper execution of such Payment Order.

Customer authorizes Bank to debit or credit Customer's Account for any Electronic Funds Transfers to or from Customer's Account that Bank receives through a Payment Network or based upon Customer's Payment Order. Electronic Funds Transfers must be transmitted to Bank by Customer or on Customer's behalf in accordance with the Operating Rules of the applicable Payment Network, and Bank's policies and procedures. Customer is responsible for all Payment Orders that are authorized by Customer or submitted by an Authorized Person on Customer's behalf. Unless Customer subscribes to one of Bank's Services to specifically block or limit Electronic Funds Transfers to Customer's Account, Customer agrees that Bank may debit or credit Customer's Account upon receipt of any such Electronic Funds Transfer. Customer agrees to timely review any and all Account Information and notify Bank immediately if any Electronic Funds Transfer is unauthorized. Customer agrees that Bank has no duty or obligation to separately notify Customer of any electronic funds transfer posted to Customer's Account.

#### **STOP PAYMENTS.**

1. Checks. If Customer wishes to stop payment on a check Customer has written, Customer must complete a Stop Payment Request or Customer 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. Bank may send Customer a written confirmation of Customer's Stop Payment Request. Customer's Stop Payment Request will be considered confirmed either twenty-four (24) hours after Bank's acceptance or upon Bank sending Customer a written confirmation, as applicable. Bank may rely on the information in the written confirmation unless Customer notifies Bank 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, Bank may pay the Item and have no duty to notify Customer. Customer may not issue a stop payment on a cashier's or certified check. Bank is not responsible for Stop Payment Requests with incorrect information. Any authorized signer can release a Stop Payment Request previously requested on the Account. Please refer to Bank's Business Product and Service Fees Schedule for the current service fee for each Stop Payment Request Customer gives Bank.
2. Cash or One Time Debit Transactions. Customer is not permitted to stop payment on any purchase or cash withdrawal originated by use of the Card for one time debit transactions, and Bank has no obligation to honor any such Stop Payment Request by Customer.
3. Preauthorized Transfers: If Customer has told Bank in advance to make regular payments out of Customer's Account to a third party, Customer can stop any of these payments by calling or writing Bank at the contact information listed at the end of this Agreement.

Bank must receive Customer's Stop Payment Request at least three (3) Business Days before the payment is scheduled to be made. If Customer calls, Bank may send Customer a written confirmation of Customer's Stop Payment Request. Bank may rely on the information in the confirmation unless Customer



notifies Bank immediately of any errors. Once Bank has processed Customer's Stop Payment Request and collected the required service fee (as listed in the Business Product and Service Fees Schedule), Bank will stop all payments, in the amount indicated by Customer, to the third party named in Customer's Stop Payment Request unless Customer instructs Bank in writing to resume making such payments.

#### **FEES.**

##### **MONTHLY SERVICE FEES.**

Unless otherwise agreed in writing between Customer and Bank, the fees set forth in the Business Product and Service Fees Schedule and the Business Accounts Brochure will apply to Customer's Accounts, including the monthly service fees.

Bank has the right to require that a minimum balance be maintained in Customer's 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 Bank and may be changed from time to time. Such fees may be deducted from Customer's Account and 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.

##### **DEPOSIT FEES.**

If there are special fees for collecting the Item(s) Customer deposits, Customer promises to pay them. If Bank does not receive final payment for any Item Bank cashes for Customer or accepts for deposit to Customer's Account, Bank will charge Customer's account for the amount of the Item plus any fees Bank incur in attempting to collect the Item.

Please review the Business Product & Fee Schedule for more information. Fees for services not described in this Agreement are separately disclosed and agreed upon by Bank and Customer.

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

#### **STATEMENTS.**

For checking and money market Accounts, a monthly cycled statement will be sent to Customer summarizing the activity of Customer's Account.

A savings Account will issue a written statement at least once during each calendar quarter to report deposits, credits, withdrawals or any changes to Customer's savings Account.

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

If Customer requests at any time to discontinue receiving mailed statements, Customer will be deemed to have agreed to pick up copies of Customer's Account statements and review them regularly. In such event it will not be deemed a defense or excuse to any requirement herein that Customer reviews and notifies Bank of irregularities within specified time frames.

#### **OVERDRAFTS, PROCESSING ORDER, AND WHEN FEES ARE CHARGED.**

##### **OVERDRAFTS.**

Bank has no obligation to pay any Item unless Customer has sufficient funds available in Customer's Account to pay the Item when it is presented. If there are insufficient available funds in Customer's Account to pay an Item, excluding Card transactions, Bank may pay the Item and create an Overdraft in Customer's Account or return the Item for non-sufficient funds. Customer agrees to immediately pay the amount of any

overdraft. If this happens, Customer may be charged a non-sufficient funds fee.

#### PROCESSING ORDER.

Bank 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.

Bank is not responsible for payment of a check before its due date, even if Bank had knowledge that it was post-dated.

#### TERMS FOR CERTIFICATE OF DEPOSIT ACCOUNTS.

Customer may also open time and Certificate of Deposit Account, which Accounts will be subject to the terms and conditions of this Agreement. Additional terms applicable to time and Certificate of Deposit Accounts will be provided to Customer in a receipt at the time of Account opening. Such additional terms may include restrictions and penalties on early withdrawals.

#### INTEREST AND REPORTING.

1. Interest. For interest bearing Accounts, interest will be credited or paid in accordance with the following general rules. For each statement cycle during which Customer maintains the balance or average available balance which Bank has established, the money deposited in Customer's Account will earn interest at Bank's current rates. BANK RETAINS COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH BANK DETERMINES THE ANNUAL PERCENTAGE YIELD.

At the time of Customer's initial deposit, Bank will advise Customer of its current rate. If Customer's account earns a variable rate of interest, Bank can change that rate at any time without notice to Customer, except as specifically provided in writing in the relevant disclosure(s) or agreement(s). Customer can find Bank's applicable rates on currently-offered accounts that earn interest in Bank's branches, by calling the telephone number at the end of this Agreement, or on Bank's website. For interest-bearing account products that are no longer actively offered, Customer can find Bank's 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 Customer's Account during each statement cycle. Interest begins to accrue on the Business Day Customer makes a deposit. Interest-bearing Account, excluding certificates of deposit, closed during a statement cycle will not earn accrued interest for that period.

2. Income Tax Reporting. For interest bearing Accounts, Bank will send Customer a statement which will show the total interest earned for the year so Customer can include it in Customer's income tax return. If Customer has earned interest totaling \$10.00 or more in one calendar year, Bank will send Customer a statement of interest earned for income tax purposes by January 31st of the following year. Bank will provide, and Customer will complete an IRS form W-9 indicating Customer's correct Social Security Number or Tax Identification Number in accordance with the U.S. IRS requirements. It is important that Customer keep Bank informed of Customer's correct address. If Customer's statements are returned because of an incorrect address, Bank will suspend further mailing until Bank receives authorization from Customer of Customer's new address.

## ELECTRONIC FUND TRANSFERS.

The following terms apply to Accounts in which electronic deposits, withdrawals, transfers and electronic bill payment services are accepted. In the event that Customer enters into another agreement with Bank for electronic funds transfers services the terms of such separate services agreement shall control.

### ELECTRONIC TRANSFER TYPES.

The following are considered "Electronic Transfers".

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

If Customer obtains a Card, Customer can use the Card at any network ATM that has its logo on the Card to make the following transactions:

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

Customer may also qualify to use a Card to access Customer's Accounts for purchases or cash-back withdrawals above the purchase price. If Customer qualifies, Customer may:

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

#### 3. 24-HBank's TeleBanker Telephone-Initiated Banking System:

With the use of a touch-tone telephone and other identifying information, Customer may transfer funds to or from a checking, money market, or savings Account(s).

#### 4. Online Banking:

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

- a) Transfer funds electronically (either transfers from an Account to an account at a separate financial institution, or from Customer's Account to another account at the Bank).
- b) Access 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:

Customer may authorize a merchant or other payee to make a one-time electronic payment from Customer's checking Account using information from Customer's check to:

- a) Pay for purchases
- b) Pay bills

## TRANSFER LIMITATIONS.

### 1. LIMITATION ON FREQUENCY OF TRANSFERS.

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

### 2. LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS.

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

### 3. AVERAGE OR MINIMUM BALANCE CHARGE.

No minimum balance in any checking, money market or savings Account is required to use Bank's automated teller machines, bill-payment service, or point of sale transfer service without charge.

### 4. POINT-OF-SALE (POS) TRANSACTIONS.

For security reasons, Bank will establish an approval limit on the dollar amount of purchases or cash back on sales Customer may take. The maximum amount may vary from customer to customer. Customer agrees that any purchase or cash withdrawal may be subject to authorization by Bank or by a MasterCard® Authorization Center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed Customer's approval limit. Upon request, Customer will be obligated to pay Bank the amount of any money, property or service obtained by the authorized use of the Card to the extent that Bank is unable to charge the amount of any such obligation to any other of Customer's Accounts with us.

### 5. ONLINE BANKING.

Online Banking Dollar Limitations:

- a) Intrabank transfer: Available balance in Account.
- b) Bill Payment: \$25,000 limit per payment. \$25,000 limit per day.

### 6. TELEBANKER.

Telephone initiated transfers of funds are subject only to the available balance in Customer's Account.

### 7. OVERDRAFTS.

If use of a Card overdraws Customer's Account, Customer will be notified and Customer agrees to make immediate payment to the Bank of the amount of any such overdraft, together with such service charges as Bank may impose. Also, whenever any Account is overdrawn, Bank has the right to return unpaid any checks or other orders on Customer's Account which are presented to Bank and to assess a fee for making such returns. Please review the Business Product and Service Fees Schedule for current fees. If Customer's Account is associated with a second Account for overdraft protection, the terms and conditions contained in Customer's overdraft protection agreement will control with respect to overdraft of

Customer's Account, regardless of whether they result from purchases, cash withdrawals, use of checks, or use of any other card or device.

## **ERROR RESOLUTION.**

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

If Customer believes a assigned to Customer 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.

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

Receipts. Customer will get a receipt at the time Customer makes any transfer to or from Customer's Account using an ATM or a POS Terminal.

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

### **BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.**

If Bank does not complete a transfer to or from Customer's Account on time or in the correct amount, Bank will only be liable for the amount of interest losses incurred for such failure or delay in making the transfer, and Bank's liability shall otherwise be limited as set forth in this Agreement. In addition, Bank will not be liable in any instance where either:

1. If, through no fault of Bank, Customer does not have enough available funds in Customer's Account to make the transfer;
2. If Customer has money in Customer's Account but the funds are subject to legal process or encumbrance;
3. If the transfer would go over Customer's transaction limit (or the amount in Customer's Account) or Customer's overdraft line established with Bank;
4. If the terms of Customer's 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, Customer's equipment, the software, or any communications link is not working properly and Customer knows or has been advised by Bank about the malfunction before Customer started the transaction;
7. If, despite reasonable precautions, circumstances beyond Bank's control (such as fire or flood), prevent the transfer.

There may be other exceptions stated in Bank's agreements with Customer and Customer should be familiar with them.

### **ILLEGAL TRANSACTIONS.**

Customer may not use Customer's Card, Account, or any of the services for any illegal transaction.

### **FOREIGN TRANSACTION.**

Purchases and cash withdrawals Customer make outside of the United States will be charged to Customer's 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 Customer used a Card. In addition, Customer 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-hours Automated Telebanker makes it easy to access Account information when it's most convenient for Customer.

With Telebanker, Customer can:

1. Review Customer's Account balances, history and loan information
2. Verify a payment or deposit
3. Transfer money between Accounts
4. Reorder checks
5. Change Customer 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-hBank's Automated Telephone Banking System. Be sure to have one of Customer checking, money market, or savings Account numbers on hand when Customer call to enroll. During enrollment Customer will be able to select Customer own eight (8) digit user ID and a four (4) digit password.

**CONTACT INFORMATION.**

Byline Bank – Corporate Office

180 N. LaSalle St. Suite 300

Chicago, IL. 60601

(773) 244-7000

bylinebank.com

# DEBIT CARD AGREEMENT

## ATM/DEBIT CARDS.

Customer agrees to be bound by the following terms and rules with respect to each person who activates a Card for use as provided by Bank from time to time, in addition to the terms and conditions of the Agreement and any additional disclosures, agreements, or rules governing Customer's Card. All terms, conditions and agreements that govern Customer's 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. Customer's retention of, signature on, or use of the Card constitutes Customer's agreement with these rules, as amended from time to time.

## DEBIT CARD TERMS OF USE.

### 1. CARD OWNERSHIP AND TERMINATION.

The Cards Bank issues remain Bank's property at all times and, if Bank requests, Customer must recover and surrender all Cards Bank issued to Customer. Bank may terminate Customer's right to use the Cards at any time for any reason.

### 2. USING THE CARD.

Customer may use Customer's 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 Customer's PIN at a point-of-sale ("POS") terminal; or (c) using Customer's Card through a mobile wallet or (d) providing Customer's Card information to an online merchant. Customer may also use Customer's Card to withdraw cash or make deposits to or from Customer's Account at Bank's facilities or any bank or other financial institution which honors the Card. Bank has no obligation and no liability to Customer if anyone refuses to honor the Card or if, for any reason, Customer cannot make a cash withdrawal from or a deposit at an ATM.

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

Each time Customer's Card is properly used, Customer authorizes Bank to debit or credit Customer's 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 Customer, and Bank is permitted to handle such sales drafts, orders and vouchers in the same way Bank handle authorized checks drawn on Customer's Account.

### 4. ACCESS AND LIMITATIONS.

Customer agrees that Customer will use the Card only if the available balance in Customer's Account will be sufficient to pay the amount of the purchases, cash withdrawals and ATM transactions.

Customer agrees that any purchase or cash withdrawal may be subject to authorization by Bank or by a MasterCard® authorization center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed Customer's approval limit.

Upon request, Customer will be obligated to pay Bank the amount of any money, property or services obtained by the authorized use of the Card to the extent that Bank is unable to charge such amounts to the Account. Customer also authorizes Bank to charge the amount of any such obligation to any other of Customer's Accounts with Bank.

## 5. HOLDS.

When Customer uses any Cards assigned to Customer, a hold will be placed on Customer's 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 Bank has the right to return checks or other Items drawn against Customer's 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 Bank's system, and Customer agrees to maintain sufficient available funds on deposit in the Account to cover all previously authorized transactions. The hold may continue even if Customer does not purchase any goods or services for which authorization was obtained.

## 6. OVERDRAFTS.

See Bank's Business Product and Service Fee Schedule for additional information about Bank's non-sufficient funds (NSF) fees.

## 7. FOREIGN TRANSACTIONS.

Purchases and cash withdrawals Customer makes in foreign countries and foreign currencies will be charged to Customer's 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.

## 8. FEES AND CHARGES.

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

## MOBILE WALLET TERMS OF USE.

### 1. USING A MOBILE WALLET.

A Mobile Wallet permits Customer to embed Customer's 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 Customer's credentials to complete transactions using Customer's Account through a mobile application. Mobile Wallet is a service that requires merchants to support specific POS hardware, and Customer may not be able to use Mobile Wallet at all locations where Customer's Card is normally accepted. Bank make no warranty or representation that Customer will be able to use Customer's Card through Mobile Wallet at all merchants.

Mobile Wallets differ in their technology, functions and security procedures, so Customer must follow the instructions of the Mobile Wallet provider when Customer enroll in Mobile Wallet. Some Mobile Wallet providers may require Customer to download and install a mobile application ("app") required to run the Mobile Wallet. To authorize a transaction Customer 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 Customer's Card.



## 2.DEVICE ELIGIBILITY.

Customer is 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. Customer acknowledges 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 Bank to temporarily suspend, permanently terminate, or otherwise deny further access to Customer's Card in the Mobile Wallet service. Bank is not liable to Customer for any third party for the effects of such termination or suspension.

## 3.ACCOUNT ELIGIBILITY

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

## 4.BANK'S RESPONSIBILITY

Bank's sole responsibility with respect to this service is to provide information to the Mobile Wallet provider in order to allow Customer to enroll Customer's eligible Card into the service. As Bank does not control the Mobile Wallet service in any way, Bank is not liable for any failure of the service resulting in Customer's inability to use Mobile Wallet. Bank also is not responsible for any third party performance surrounding or related to the Mobile Wallet service and any agreement Customer enters 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. Bynline Bank, its parent, and its affiliates do not own, operate, or control Mobile Wallet and are not responsible for any service provided to Customer by the Mobile Wallet provider or by any third party engaged by the Mobile Wallet provider. Bank likewise is not responsible for any information or other services provided to Customer by the Mobile Wallet provider or any other third parties associated with the Mobile Wallet service.

## 6.FEES FOR MOBILE WALLET

While Bank does not currently assess fees for the service, Bank reserves the right to charge fees in the future. In the event Bank elects to begin charging fees, those fees associated with Mobile Wallet will be outlined in Bank's published Business Product and Service Fees Schedule.

Fees for the use of the service are separate and apart from any charges that may be assessed by Customer's wireless communication provider for the use of wireless data. Customer is responsible for any fees or other charges that Customer's Mobile Wallet provider and wireless carrier may charge for any related data or message services messaging.

If Customer has been provided 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, Customer will be responsible for the amount of the overdraft and payment of all applicable fees as stated in Bank's Business Product and Service Fees Schedule. If Customer frequently overdraws Customer's Account, Bank

reserves the right to terminate Customer's usage of the Mobile Wallet service.

#### 7. CUSTOMER'S DATA & PRIVACY.

Customer agrees that Bank may collect, transmit, store, and use certain information about Customer and Customer's use of Customer's Card in Mobile Wallet. The transmission, storage, and usage of this data is governed by the Privacy Policy.

Customer understands 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. Customer understands 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 Bank's control. Any information Customer discloses 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 Bank's Privacy Policy applicable to Customer's Card or the Account.

#### 8. DISCLAIMER OF LIABILITY.

Customer agrees that Bank will not have any liability to Customer or any third party for the potential impacts of discontinuing the Mobile Wallet service, suspending Customer's ability to use the service, or terminating Customer's use of Customer's Card in Mobile Wallet.

Bank will not be liable for any circumstances that delay, interrupt, or otherwise impact or prevent Customer's ability to use Customer's 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.

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

Bank is not responsible for the accuracy of information displayed through the Mobile Wallet service. Likewise, Bank is not responsible for Customer's Mobile Device, the software installed on Customer's Mobile Device (either the operating system or any other software Customer chooses to install), or the hardware associated with Customer's Mobile Device. Bank makes no representations, warranties, or guarantees concerning these matters.

THE FOREGOING SHALL CONSTITUTE CUSTOMER'S EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF BANK AND BANK'S AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR MOBILE WALLET. CUSTOMER ACKNOWLEDGES AND AGREES 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 BANK'S 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 BANK OR BANK'S 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 BANK OR BANK'S 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 BANK OR BANK'S 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. BANK'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF BANK'S AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE,

TO CUSTOMER 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 CUSTOMER.

10. SUSPENSION OR CANCELLATION OF SERVICES.

Bank reserves the right to discontinue support of the Mobile Wallet service at any time without advance notice to Customer. Bank may suspend or cancel Customer's use of Customer's eligible Card in Mobile Wallet at any time, for any reason, and without advanced notice to Customer.

**OTHER PROVISIONS APPLICABLE TO CARDS, ACCOUNTS AND CUSTOMER'S MOBILE WALLET.**

1. REFUNDS ON PURCHASES.

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

2. CHANGES TO THESE RULES.

Bank may at any time cancel Customer's privilege to use Customer's Card, and Bank 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 Customer at the address to which Customer's account statements are sent or emailing it to Customer.

## CONTACT INFORMATION.

Byline Bank – Corporate Office

180 N. LaSalle St. Suite 300

Chicago, IL. 60601

(773) 244-7000

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

## Business Product & Service Fees Schedule

Account Research	\$25.00 per 1/2 hour	Non Sufficient Funds (NSF) Item Paid	\$36.00
Early Account Closure Fee (Charged for accounts closed within 6 months of opening.)	\$25	Non Sufficient Funds (NSF) Item Return	\$36.00
Overdraft Protection (appears on statement as Transfer Fee)	\$10	Continuous Overdraft (OD) Fee	\$6.00
Statement Copy	\$5.00 per statement	Personal Money Order	\$5.00 per money order
Statement Balancing	\$25.00 per 1/2 hour	Safe Deposit Box Late Fee	\$5.00 per month (maximum \$15.00 per contract year)
Cashier's Check	\$10.00 per check	Safe Deposit Box Key Replacement	\$10.00 + cost
Check Cashing (non-customer)	1.50%	Safe Deposit Box Drilling	\$150.00
Check Printing Fees	Varies	Signature Guarantee	\$25.00
Coin Counting	3% over \$250.00	Stop Payment Fee	\$35.00 per order
Collection (incoming/outgoing)*	\$25.00 per Item	External Transfer Fee (appears on statement as Transfer Fee)	\$5.00
Item Copy Fee	\$4.00 per check copy (plus \$25 per 1/2 hour research fee)	Foreign Transaction Fee	3% of transaction
Counter Check	\$1.00	Replacement Card	\$10.00
Deposited Item Returned < \$2,500	\$4.50	Expedited Card Fee	\$45.00
Deposited Item Returned > \$2,500	\$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
Business Online Banking (single user) and BillPay	FREE	Target Balance Fee** (appears on statement as Transfer Fee)	\$10.00
Notary Prop. Conveyance (Cook County)	\$25.00	Security Transactions	\$50.00

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

\*\* Does not include Sweep Services

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](http://BylineBank.com)



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