

MOBILE WALLET TERMS OF USE.

Effective Date: 05/12/2022.

These Terms for Adding Your Byline Bank Debit Card ("Card") to a Third Party Digital Wallet (the "Terms") apply when you choose to add a Card to a mobile wallet or other payment service managed or owned by a third party ("Mobile Wallet"). In these Terms, "you" and "your" refer to the cardholder of the Byline Bank Card, and "we," "us," "our," and "Byline Bank " refer to the issuer of your Byline Bank Card.

When you add a Byline Bank Card to a Mobile Wallet, you agree to these Terms:

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 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 company, 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 and your Account are eligible (and continue to be eligible) and you 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 fee or Non Sufficient Funds (NSF) Item Returned fee, you will be responsible for the amount of any 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.

Questions. If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Byline Debit Card, then contact us at: 1-773-244-7000.

Debit card products are provided by Byline Bank, Member FDIC

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