

EFFECTIVE: May 8, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **II. ACCESSING THE ONLINE SERVICE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Your consent to receive electronic Communications includes:

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

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

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

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

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

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

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

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

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

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

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

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

- Safe Deposit Box notices.

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

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

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

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

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

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

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

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

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

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

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

### III. MOBILE BANKING.

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

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

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

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

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

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

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

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

#### IV. BILL PAYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## V. FUNDS TRANSFER SERVICE.

### A. Transfer Types and Limitations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VI. STOP PAYMENT REQUESTS ON CHECKS.

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

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

## VII. PROVISIONS APPLICABLE TO CONSUMER ACCOUNTS ONLY.

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

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

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

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

- Tell us your name and Account number (if any).

- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days of the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forth-five (45) days (ninety (90) days if the transfer involved a new Account) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. Your Account is considered new for the first thirty (3) days after the first deposit is made, unless each of you already has an established account with us before this Account is opened.

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

Also, if your Account statement, including your electronic account statement, shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or provided electronically, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (e.g. a longer or a hospital stay) kept you from telling us, we will extend the time periods.

- C. **Our Liability for Failure to Make Transfers.** If we do not complete a transfer, including a Bill Payment, to or from your Account on time or in the correct amount, or cancel a transfer as properly requested on time or in the correct amount, according to our agreement with you, we are liable for your losses or damages. There are some exceptions to our liability for processing transactions on your Accounts. We will not be liable, for instance, if:
- Through no fault of ours, you do not have enough money in your Account to make the transfer, or if the transfer cannot be made because of legal restrictions affecting your Account;
  - The transfer would go over the credit limit on your overdraft line;
  - Your Account is closed or has been frozen;
  - You or anyone you allow to use the Online Service has committed any fraud or violation of applicable law or regulation;
  - The systems, including Mobile Banking, your Mobile Device or your Internet, cellular or wireless service, were not working properly and you knew about the breakdown when you started the transfer;
  - Circumstances beyond our control, such as interruption of telephone or wireless service or telecommunication facilities, flaws in your Mobile Device or natural disaster, such as a fire or flood, prevent the transfer, despite reasonable precautions that we have taken;
  - You have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on a Bill Payment;
  - You have not properly followed the instructions for using the Online Service;
  - You have failed to download and/or install any required Mobile Application;
  - Your computer or Mobile Device fails or malfunctions; or
  - Your operating system or software was not properly installed or functioning properly.

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

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

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

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

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

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

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

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

## **VIII. ARBITRATION.**

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

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

- B. Claims Covered.**

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

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

#### C. How Arbitration Works.

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

**American Arbitration Association**  
225 North Michigan Avenue, Suite 2527 Chicago,  
IL 60601  
Web site: [www.adr.org](http://www.adr.org)

**JAMS**  
1920 Main Street, Suite 300  
Irvine, CA 92614  
Web site: [www.jasdr.com](http://www.jasdr.com)

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

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

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

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

## IX. GENERAL TERMS.

- A. Information Authorization.** In order to provide the Online Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our Privacy Policy.
- B. Ownership of Intellectual Property.** Either we or our service partners retain all ownership and proprietary rights in the Online Service, associated content, technology, and website(s), and the content, information and offers on our website are copyrighted by us and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You may not use the Online Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Online Service.
- C. Third Party Websites.** The Online Service may contain or reference links to websites operated by third parties ("**Third Party Websites**"). These links are provided as a convenience only. Third Party Websites are not under our control, and we are not responsible for the content of or links contained in any Third Party Website. You agree that we are not responsible for any provisions or terms in a Third Party Website and have no liability for any Third Party Website.
- D. Geographic Restrictions.** Although we do not restrict your use of the Online Service outside of the United States, other countries may impose limits on your access.

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