

BYLINE BANK BUSINESS MOBILE BANKING TERMS & CONDITIONS ADDENDUM

I. BUSINESS MOBILE BANKING GENERALLY

This Byline Bank Business Mobile Banking Terms & Conditions Addendum (this "Addendum") is provided to you by Byline Bank and governs your use of our Business Mobile Banking Service. This Addendum is part of, and is subject to the terms of the Byline Bank Business Online Banking & Treasury Management Master Services Agreement ("Online Banking & Treasury Management Agreement") between you and us. Capitalized terms not otherwise defined in this Addendum have the meaning provided in the Online Banking & Treasury Management Agreement. In the event of conflict between the terms of this Addendum and the terms of the Online Banking & Treasury Management Agreement, the terms of this Addendum shall prevail for purposes of this Addendum only.

You will be required to agree to these terms when you first enroll to use Mobile Banking. Such agreement will govern all use of Mobile Banking and related transactions by you through Mobile Banking.

II. BUSINESS MOBILE BANKING

A. Functions and Features. Mobile Banking permits you to access and use the Services on Accounts through the use of a Mobile Device. Mobile Banking allows you to:

- View Account balances
- View transaction history and check images
- Schedule Internal Transfers,
- Schedule External Transfers (only available for previously enrolled customers)
- Make Bill Payments and set up Bill Payment Payees
- View Approval alerts and notifications
- Access Treasury Management Services to:
 - Deposit Checks (subject to the Mobile Deposit provisions of this Addendum)
 - Approve transactions as part of Dual Control, as well as templates, administrative changes, and more
 - Decision Positive Pay Exceptions
 - Send, receive and request payments with Zelle® (separate enrollment required, and at Bank discretion)

Some of the Services or certain features within a Service may not be available for certain accounts.

B. Transaction Approvals and Exception Decisions. We may, at our option and in our sole discretion, permit you to use Mobile Banking to (i) make approvals for Dual Control, with respect to ACH and wire transfers, (ii) approve ACH transaction files, and (iii) decision Positive Pay exceptions (excluding Check Reverse Positive Pay) , if and as entitled by your Corporate Administrator. If you submit an approval or decision via Mobile Banking, the approval may be impacted by the Mobile Device connection or other telecommunications disruptions. We are not responsible or liable for Mobile Device connectivity issues or telecommunication service disruptions.

C. Fees and Charges. Depending on how you access Mobile Banking, you may incur normal Account fees and service charges, and fees from your Carrier and other service providers.

D.. Official Records and Statements. Mobile Banking is provided for your convenience and does not replace your Account statement, which is the official record of your Account.

III. ADDITIONAL TERMS

A. Security Procedures. You must follow the Security Procedures for Business Online Banking, as they may be updated, changed or revised from time to time, in order to effect transactions using the Services.

B. Requests for Your Mobile Banking ID/Passcode. No Bank employee or Vendor will contact you via e-mail, text, or phone requesting your mobile banking ID or mobile banking passcode. If you are contacted by anyone requesting this information, please contact us immediately.

C. Privacy. See our Mobile App Privacy Notice (<https://www.bylinebank.com/privacy-policy/mobile-app-privacy/>) and Website Privacy [Policy](#) and [Privacy Information for California Residents](#) (<https://www.bylinebank.com/privacy-policy/>) to see how we treat your data.

D. Application-Based Service. You must download and install our Mobile Application in order to access and use Mobile Banking. It is solely your responsibility to download and install the Mobile Application in order to access Mobile Banking through your Mobile Device and wireless carrier ("Carrier"). We have no responsibility to notify you of any changes to or new releases for the Mobile Application, and we have no liability for any claims or damages arising from or relating to your failure to download and install the Mobile Application, either initially or in connection with any Mobile Application upgrade. You agree that the Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking. The Mobile Application is licensed to you "AS IS" without any warranty. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE 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 Vendors, and all other parties from all claims and damages that may arise from or relate to your use of the Mobile Application. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of the Mobile Application, and you may not redistribute the Mobile Application.

E. Limitations on Use of Mobile Banking. The information provided to you through Mobile Banking may become quickly outdated. Because Mobile Banking is accessible only through your Mobile Device, your access to it may be limited by the service provided by your Carrier. Neither we nor any of our Vendors guarantees: (i) either the delivery or the accuracy of any information requested or provided through Mobile Banking; or (ii) that you will have continuous or uninterrupted access to Mobile Banking. We are not responsible for and shall not be liable for any delay, failure or error in the transmission or content of information provided through Mobile Banking. Neither we nor any of our Vendors will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through Mobile Banking, from any inaccurate information provided through Mobile Banking, from your use of or reliance on any information provided through Mobile Banking, or from your inability to access Mobile Banking.

F. Reserved.

G. Viruses. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as malware, keystroke loggers, and/or spyware), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an Internet system.

H. Use Outside of the U.S. You agree that if you are using Mobile Banking outside the U.S., you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

I. Termination and Changes. We reserve the right to change the terms and conditions of this Addendum from time to time, including the right to change fees, , in accordance with the terms and conditions of the Online Banking & Treasury Management Agreement, and we reserve the right to discontinue Mobile Banking at any time without notice. We may suspend or terminate your access to Mobile Banking if we believe you are in breach of this Addendum, the Master Agreement, the Deposit Account Agreement, or any other agreement with us. If your Business Online Banking Service is terminated, Mobile Banking will also terminate. Mobile Banking will terminate in the event your wireless service terminates or lapses.

J. INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES ARISING FROM YOUR USE OF MOBILE BANKING, YOUR PROVISION OF A TELEPHONE OR MOBILE PHONE NUMBER, E-MAIL ADDRESS, OR OTHER DELIVERY LOCATION THAT IS NOT YOUR OWN, OR YOUR VIOLATION OF APPLICABLE LAW.

III. MOBILE DEPOSIT SERVICE TERMS AND CONDITIONS

Mobile Deposit is a Service that is designed to allow you to make check deposits to your Accounts remotely by capturing images of paper Checks ("Check Images") on your Mobile Device and submitting the Check Images and associated deposit information

to us Electronically through the Mobile Application (each an "Electronic Check Deposit"). To make an Electronic Check Deposit through the Mobile Application, you will need to provide a Check Image (by taking a picture with your Mobile Device camera) of both the front and the back of the Check and provide the information required. Only one Electronic Check Deposit may be deposited at a time. Mobile Deposit is only available through Mobile Banking.

A. Check Eligibility Requirements. You agree that you will only use Mobile Deposit to deposit Checks that meet all of the following requirements:

- The Check must be a paper Check made payable only to the person or entity that owns the Account that the Check is being deposited into;
- The paper Check must be payable on demand, in English and in U.S. dollars, and drawn on a financial institution located in the U.S. or issued by a U.S. federal, state or local government;
- The Check must not have been previously presented for payment through us or any other financial institution (e.g. not previously deposited, cashed or used as a source document for any Electronic image that has been transmitted to any financial institution or used to create an Electronic Payment);
- The Check is not postdated (i.e. future dated), or stale-dated (i.e. more than 6 months old) at the time of submission; and
- The Check must be endorsed as described below.

You also agree that you will not image and submit for deposit any of the following types of Checks:

- Checks containing an alteration on the front of the Check, or which you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the maker of the Check.
- Checks payable jointly to two or more individuals and/or entities (payees), unless deposited into an Account in the name of all payees.
- Checks submitted for deposit after any expiration date listed on the Check.
- Checks which are otherwise not acceptable for deposit under the terms of the Deposit Account Agreement or the Master Agreement.
- Checks payable on sight, or payable through drafts as defined in Regulation CC.
- U.S. savings bonds or money orders.
- Checks with any endorsement on the back other than that specified in this Addendum.
- Checks that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any financial institution, regardless of whether such Check was honored, or otherwise deposited or cashed, or used to create an Electronic Payment.

B. Endorsements and Procedures. You must restrictively endorse any Check submitted through Mobile Deposit as "For Mobile Deposit", or as otherwise instructed by us. You agree to follow any and all other procedures and instructions we may establish from time to time.

C. Legibility Requirements. The Check Image transmitted to us using Mobile Deposit must be legible, as determined in our sole discretion. Each Check Image must show all four corners of the Check and provide all information on the front and back of the original Check at the time you received it from the drawer ("Original Check"), including but not limited to information about the drawer and the paying bank that is preprinted on the Original Check, magnetic ink character recognition information at the bottom of the Original Check, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The Check Image quality must meet the standards established by the ANSI, the Federal Reserve Board, and any other regulatory agency, clearing house or association. These standards may change from time to time, and you are solely responsible for ensuring that the Check Image meets all applicable standards.

D. Receipt of Check Images. All Electronic Check Deposits are subject to review before posting to your Account.

When you submit an Electronic Check Deposit through Mobile Deposit, you will receive immediate on screen confirmation of whether the transmission was successful and we received it. We shall not be deemed to have received an Electronic Check Deposit until we have confirmed receipt. Confirmation of receipt does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. Once we have reviewed the Electronic Check Deposit, we will confirm via e-mail if it has been deposited to your Account or rejected.

We reserve the right to reject any Check submitted through the Service, at our discretion, without liability to you. We are not responsible for Checks we do not receive or for Check Images that are dropped during transmission.

All Electronic Check Deposits will be treated as "deposits" and "checks" under and subject to the Deposit Account Agreement, except as expressly set forth in these Service Terms and Conditions. The manner in which the Electronic Check Deposits are credited to your Account, cleared, presented for payment, and collected shall be in our sole discretion subject to the Deposit Account Agreement.

E. Returned Deposits. Any credit to your Account for an Electronic Check Deposit is provisional. If an original Check deposited as an Electronic Check Deposit through Mobile Deposit does not qualify as an eligible item, or is subsequently dishonored or otherwise returned unpaid for any reason, you agree that we may debit your Account in the amount of the original Check and provide you with an image of the original Check, a paper reproduction of the original Check or a substitute Check. You will reimburse us for all Losses caused by or relating to the processing of the returned item. We are not liable for any Losses you may incur as a result of our chargeback of an ineligible check. Without our approval, you shall not attempt to deposit or otherwise negotiate an original Check through Mobile Deposit if it has been charged back to you.

F. Cutoff Times and Funds Availability.

Electronic Check Deposits that are confirmed received before 8:00 pm CT on a Business Day will be credited to your Account on the same Business Day unless rejected by us. Electronic Check Deposits confirmed received after 8:00 pm CT on a Business Day, or on a non-Business Day will be credited to your Account on the following Business Day unless rejected by us.

Checks transmitted using Mobile Deposit are NOT subject to the funds availability requirements of Regulation CC. After your Account is credited for the Electronic Check Deposit, funds will be available per the Funds Availability policy set forth in the Deposit Account Agreement.

G. Treatment of Original Checks.

Upon your receipt of a confirmation from us that we have received a Check Image that you have transmitted, you agree to retain the original Check for at least sixty (60) days from the submission date. Upon our request, you will deliver to us within ten (10) days, at your expense, the original Check. If the original Check is not provided within ten (10) days, the amount of the Electronic Check Deposit will be debited from your Account. After sixty (60) days, you agree to destroy the original Check that you submitted as an Electronic Check Deposit, by marking it "VOID" and cross-cut shredding, incinerating or otherwise destroying it in a secure manner.

H. Deposit Limits. We may establish single and aggregate limits on the dollar amount(s) and/or number of Checks that you may deposit using Mobile Deposit on a daily, monthly or other basis, by account type, at a customer or account level, and/or based on a variety of other factors, from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times. If you need to make deposits in excess of such limits, you may deposit the checks by mail, at an ATM, or at a Bank branch (subject to applicable restrictions).

I. Errors in Transmission. By using the Service you accept the risk that a Check Image may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected Checks or information disclosed through such errors.

J. Your Warranties. In addition to the other representations and warranties contained in this Addendum and the Master Agreement, by using Mobile Deposit and transmitting Check Images for deposit to your Account, you represent and warrant to us that:

- You will only submit eligible Checks.
- You will not submit duplicate Checks.
- You have possession of the original Check and no party, including you, has already submitted or will submit the original Check for payment, except as otherwise required by this Addendum.

- You will not deposit or otherwise endorse to a third party the original Check or a Substitute Check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original or Substitute Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on a Check that has already been paid.
- All information you provide to us is accurate and true.
- Each Check Image is a true and accurate rendition of the front and back of the original Check, without alteration, and the drawer of the Check has no defense against payment of the Check.
- You will only use Mobile Deposit for lawful purposes and in compliance with Applicable Law and you have handled the original Check in accordance with Applicable Law.
- You are not aware of any factor which may impair the collectability of the Check.
- You will indemnify and hold harmless us from any Losses arising from or caused by breach of these warranties.

K. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions or transmissions with errors, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of Checks deposited through Mobile Deposit in your possession and your records relating to such Checks and transmissions.

L. Limitations of Service. When using the Service, you may experience technical or other difficulties. We are not liable for any technical or other difficulties or any resulting Losses that you may incur. Some Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice.

M. Ownership & License. We and/or our Vendors retain all ownership and proprietary rights in Mobile Deposit, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum and the Master Agreement. Without limiting the restriction of the foregoing, you may not use the 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 Service.

N. DISCLAIMER OF WARRANTIES. YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

©2024 Byline Bank, Member FDIC

Effective April 8, 2024