

**Deposit Account Agreement & Disclosures Addendum:****Funds Availability:**

Effective July 1, 2025, the minimum amount of certain check deposits we make available for withdrawal the next business day will increase to \$275. The threshold for delayed availability of large check deposits will increase to \$6,725. For new customers, the first \$6,725 of a day's deposit of certain checks will be available the first business day after the day of deposit.



# Personal Deposit Account Agreement and Disclosures

**Effective July 17, 2024**

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# Personal Deposit Account Agreement and Disclosures

We're happy you've chosen us and pledge our finest service each time you visit. Keep in mind our many financial services and don't hesitate to ask for assistance.

The use of the terms "we," "us," "our," and "Bank" means Byline Bank. "You," "your", "yours", and "Account owner" means each person who is a party to this Personal Deposit Account Agreement and Disclosures. "Account" means your deposit account(s) held at the Bank, and includes a checking, money market, savings, or certificate of deposit account, unless otherwise stated.

## GENERAL RULES AND INFORMATION APPLICABLE TO ALL ACCOUNTS

### ACCOUNT TERMS AND AMENDMENTS

The individual(s) submitting an account application or executing a signature card (including by electronic submission and/or execution) will be the Account owner(s). By taking such action, or by opening or continuing to hold an Account or using any deposit account services, you agree that this Personal Deposit Account Agreement and Disclosures ("Agreement") and the terms and conditions in it govern the Account and that you agree to be bound by it. Please read this Agreement carefully. Be sure that you and any authorized signers understand this Agreement. Call us if you have any questions or if we can be of further assistance. Please see our contact information listed at the end of this Agreement.

Additional terms and conditions, and disclosures applicable to your Account(s) may be provided in:

- (a) Written disclosures and other pricing or business information terms that we provide to you when your Account is opened such as the Personal Accounts Brochure;
- (b) Terms and conditions, and disclosures that we make available when you use additional or different products or services or open new Accounts;
- (c) Any periodic statements, manuals or guides whether in print or electronic;
- (d) Our Privacy Notice or related notices;
- (e) Other disclosures we provide with respect to debit cards or overdraft coverage.

We can change these terms at any time. If we are required to notify you of a change in terms, we will provide such notice of change in terms by posting notice at the Bank, by mailing notice to you at the address shown on our records, providing notice on any periodic statements, manuals, or guides whether in print or electronic, by posting the updated disclosure on the Bank's website, or by any other appropriate means allowed by applicable law. If you keep your Account open, you are deemed to accept and agree to the changes and are bound by them. If you do not agree to a change, you may close your Account as provided in this Agreement. The most recent version of this Agreement, that incorporates all amendments, will be available to you on our website or at a branch.

### CONFLICTS

In the event there is any conflict between the terms and conditions of this Agreement and other terms and conditions and disclosures we provide to you when you use additional products or services related to your Account, the terms and conditions and disclosures for the particular product or service will govern for purposes of that product or service only, to the extent of the conflict. If there is a conflict between the terms and conditions of this Agreement and something said by one of our representatives, the terms of this Agreement will be controlling.

### BINDING ARBITRATION

In addition, this Agreement contains an Arbitration Provision requiring us to resolve any disputes in binding arbitration on an individual basis rather than jury trials or class actions. YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION. Please read the Arbitration Provision on page 10 of this Agreement for details, including instructions on how to opt out of the Arbitration Provision.

### CUSTOMER IDENTIFICATION AND PATRIOT ACT INFORMATION

Identifying Our Customers at Account Opening: To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. To open an Account, you must provide us with current identification as well as an accurate Taxpayer Identification Number (typically a Social Security Number) as applicable. We will ask for your name,

address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. A minor generally cannot be the sole owner on a checking or savings Account, but the minor can open an Account with a joint owner age 18 or older.

**Taxpayer Identification Number:** If you have one, you agree to provide us the accurate Taxpayer Identification Number (typically a Social Security Number) for each person listed on the Account. If you provide your Taxpayer Identification Number when you execute a signature card or submit an Account application or other account opening documents, you certify that the Taxpayer Identification Number you provided is correct and that you are not subject to backup withholding. If you refuse to provide your Taxpayer Identification Number, we may suspend or terminate your Account as applicable.

### CONSUMER REPORTS

**Obtaining Consumer Reports:** You agree that we may obtain information about you from third parties, such as a credit or other consumer reporting agency, that will help us verify information provided by you and to determine if we will open or maintain account(s) for you.

**Notice of Negative Information to Consumer Reporting Agencies:** We may report information about our experiences regarding your use of your Account(s) to consumer reporting agencies. Unresolved overdrafts and other defaults on or misuse of your Account(s) may be reflected in your reports. This notice does not mean that we will be reporting such information about you, only that we may report such information.

If you believe the information reported is inaccurate or incomplete, or that you have been a victim of identity theft, please send us supporting documentation by mail to the address at the end of this Agreement.

### AUTHORIZED SIGNATURE(S)

Only the authorized signature(s) of the Account owner, or the Account owner's authorized representative, as listed in the applicable signature card, Account application, or other Account documentation on file with the Bank for an Account will be honored by the Bank in connection with deposits and withdrawals, or the transaction of other business relating to that Account. To change the signing authority, we must receive specific written notice of the change of signing authority and be given a reasonable amount of time to conform to that change.

**Powers of Attorney:** Each Account owner, as identified in the Account application, signature card, or other Account documentation, may provide similar rights to a person pursuant to a legally effective power of attorney and such person named as agent pursuant to a power of attorney will have the access and authority of the Account owner granting such authority provided that the power of attorney is delivered to the Bank in a form acceptable to the Bank and the power of attorney is approved by the Bank and the Bank has not received written notice that such power has been rescinded or otherwise terminated. We reserve the right to refuse to honor any power of attorney, and you agree that we are authorized, but not required to, honor any power of attorney. We undertake no obligation to notify joint holders of our receipt of such a power of attorney. We have no duty or agreement whatsoever to monitor or ensure that the acts of the agent are for your benefit. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

### STATEMENTS; NOTICE OF ERRORS

This Section on Statements and Notice of Errors does not apply to errors regarding Electronic Transfers from a non-IRA Account. For resolution of errors regarding Electronic Transfers from a non-IRA Account, see the "Error Resolution" Section.

You must notify us in writing within thirty (30) days after Bank mails a statement or otherwise makes a statement available (including electronically) if you did not receive your scheduled statement or cannot access such information.

If you do not notify us of an unauthorized signature, or alteration on, or any other error regarding an Item within thirty (30) days after the first statement on which the error appeared has been sent (or otherwise made available), you cannot assert a claim regarding the unauthorized signature or alteration, or other error against us and you cannot assert claims regarding other Items containing unauthorized signatures or alterations by the same person or persons after the reasonable time mentioned above elapses, but before we receive your notice.

"Item" means all transactions, credits and debits to your account, including but not limited to checks, fees, service charges, Automated Clearing House ("ACH") entries, funds transfers, cash withdrawals, Card transactions, Personal Online Banking ("Online Banking") transactions, wire transfers and other amounts that are added to or subtracted from your Account.

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

#### **BUSINESS DAYS**

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

#### **NOTICES FROM YOU**

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

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

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

#### **NOTICES TO YOU**

Notices will be sent to the most recent address shown on our records for your Account. Any notice to one Account owner constitutes notice to all Account owners. It is your responsibility to notify us of any changes in your address or name, or if an Account owner dies. If your statements or notices are returned because of an incorrect address, we will suspend further mailing until you notify us of your new address.

#### **TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU**

By providing us with a telephone number (including a mobile telephone) and/or email address in connection with your Account, you consent to receiving calls and messages, including pre-recorded and/or auto-dialed calls and messages, and/or text messages from us at that number and/or emails from us for our everyday business purposes (including identity verification) and for other marketing or non-marketing purposes. Standard telephone minute and text charges may apply if we contact you. Contact preferences may be changed at any time. You understand that this consent is not a condition of purchasing any property, goods, or services from the Bank.

#### **DISCLOSURE OF ACCOUNT INFORMATION**

It is our policy not to disclose information to third parties about your Account or the transactions you execute, except: (a) where it is necessary for completing transactions; (b) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; (c) in order to comply with government agency or court orders; (d) where we have closed your Account due to an overdraft(s), we may disclose this fact to the consumer reporting agency; (e) we may disclose to our affiliates the mere fact that you have an Account with us and your name and address; (f) as required by Operating Rules (as defined below) that govern transactions in and out of your Account; (g) if you give us your written permission; or (h) as explained in the Privacy Notice and other Privacy Policies.

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

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

Each state has laws that govern when Accounts are considered abandoned, and when we are required by law to send a customer's funds to the state. Generally, the funds in your Account are considered abandoned if you have not had any activity or communication with us regarding your Account over a period of years, as specified by applicable law. If your funds are sent to the State, you may be able to reclaim them, but your claim must be presented to the State. Once your funds are sent, we no longer have any liability with respect to the funds.

#### **CLOSING AN ACCOUNT**

You can close your Account, provided the funds are available, on any Business Day. The Bank can close an Account at any time and for any reason without prior

notice, unless required by applicable law. If the Bank does so, we will notify you and send a check for the remaining balance, if any, after closure.

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

In addition to all rights provided by applicable law, you agree that any and all amounts on deposit in your Accounts may be set off and applied against any liability you owe the Bank under this Agreement, or otherwise, ("Debt"). You further grant the Bank a first priority security interest in all Accounts held by you now or in the future with the Bank or any of its affiliates to secure payment of any and all obligations under this Agreement and other Debts; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by the Bank. We do not have to give you prior notice to setoff and apply the funds except as required by law. We may exercise these rights even if the withdrawal leaves insufficient funds in your Account(s) to pay outstanding checks or other Items, or results in an Early Withdrawal Penalty being assessed against your Account(s). We may withdraw funds from a joint Account to pay a Debt of any joint Account holder regardless of the contributions of each Account holder. We will not exercise these set off rights using funds from IRAs or HSAs, or where otherwise prohibited by law.

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

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

#### **LEGAL ACTIONS AFFECTING YOUR ACCOUNT**

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed "legal action" in this section), we will comply with that legal action, if we believe it to be valid. Or, in our discretion, until a final court determination regarding the legal action is made, we may freeze some of the funds in your Account (which will decrease the available balance), or we may freeze all of the funds in the Account and not allow any payments out of the Account. We may do these things even if the legal action does not involve all those associated with the Account, including, but not limited to, owners and authorized signers.

In these cases, we will not have any liability to you if there are insufficient funds to pay your Items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. The list of fees applicable to your Account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

#### **RESTRICTING YOUR ACCOUNT; BLOCKING OR DELAYING TRANSACTIONS**

You agree that we may limit access to your Account; decline or prevent any or all transactions to or from your Account; refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Account; or remove funds from your Account to hold them pending investigation (which will decrease your available balance); in order to protect you or us or to comply with applicable law, including when:

- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction;
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment with any applicable law or with our policies adopted to assure that we comply with applicable law; or
- We reasonably believe that doing so is necessary to avoid losses or reduce risk to us.

We can assign and transfer your Account information to a replacement Account number in our sole discretion, including when your Account is reported

compromised by you or any other owner. If we issue you a replacement Account number, this Agreement will continue to apply to that Account.

You agree that we will have no liability for any action we take under this Section and we may take such action without prior notice except where prohibited by applicable law. This paragraph and the actions authorized hereunder shall not be construed as obligating us to conduct transaction monitoring or otherwise detect fraudulent activity with respect to your Account.

#### **WAIVER**

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

#### **SEVERABILITY**

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

#### **GOVERNING LAW**

For accounts opened online, your Account is opened and maintained in Illinois. This Agreement shall be governed by, interpreted under and construed in accordance with federal law, and to the extent not pre-empted by federal law, by the laws of the State of Illinois, without regard to any state conflict of law provisions. The Account is also governed by applicable operating rules and operating guidelines established by the National Automated Clearing House Association and any other fund transfer or electronic payments systems or networks, check clearing organizations and payment clearinghouses used by the Bank in connection with your transactions (collectively, "Operating Rules"), the operating circulars of the Federal Reserve Board, and any control or sanction administered by the Office of Foreign Assets Control.

#### **LIMITATION OF LIABILITY**

Notwithstanding any provision to the contrary, Bank will only be responsible and liable for our own lack of good faith and our own failure to exercise ordinary care in handling Items for collection or deposit in accordance with applicable laws. However, Bank shall not be liable for a clerical error, an oversight, or an honest mistake in judgment in handling such Items.

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

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

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

#### **INDEMNIFICATION**

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

#### **RECORDING**

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

#### **DEPOSITS**

Deposits may be made in person, by mail, by Automated Teller Machines ("ATMs") (see "Deposits at ATMs"), through a funds transfer system, or through one of the Bank's night depositories, subject to Bank's actual receipt and verification and the terms of this Agreement; provided that we have the right to refuse, limit, or return your deposit. The foregoing notwithstanding, deposits made using the Mobile Deposit service may be subject to certain limits; for more information regarding these limits, please visit a Bank branch, or contact us at the number listed at the end of this Agreement. We reserve the right to refuse or return any deposit. Non-cash items will be given provisional credit until final payment of the Item.

We are not liable for deposits made in an outside depository until the deposit is actually recorded in our records. For purposes of this provision, an "outside depository" means a container attached to our main banking premises or a branch, or other location for the purpose of receiving deposits during or after regular banking hours but does not include an ATM or POS terminal. This notice is required by Illinois law.

#### **RETURNED DEPOSITS**

If a cashed or deposited Item is returned unpaid to us at any time, or the paying or collecting bank requests or demands that we repay them because they assert that the Item was not properly payable (for example, an indorsement is missing or unauthorized, or the Item was altered), you agree that we may charge, in whole or in part, your Account or any other Account you own and, when applicable, return the funds to the other bank. These rights apply regardless of whether we received final payment of the Item, or whether the other bank submits a late return. Alternatively, we may place a hold on the funds until we determine who is entitled to them. We may charge your Account even if it results in an overdraft.

Bank may charge Customer's Account on the day the Item is presented to the Bank by any means. Bank may charge Customer's Account or place a hold on the funds if Bank receives an electronic or other notice that Customer's Item has been deposited for collection at another bank.

We may charge a Deposited Item Returned Fee as disclosed on the Personal Product & Service Fees Schedule.

#### **CHECKS**

Hold on Other Funds: If we cash a check for you at a teller window that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this Agreement for the type of check that you deposited.

Endorsements: You can endorse a non-cash Item for deposit by hand or by using a stamp to show general endorsement for the Account. In order to complete a deposit, we have the right to endorse any non-cash Item for payment of money made out to any Account owner.

## FUND TRANSFERS

There are different types of fund transfers. Different rules, including Operating Rules, may apply depending on the transfer type. Fund transfers include, but are not limited to: wire transfers; ACH transfers; transactions initiated with your debit card (for example an ATM transaction, or a POS transaction); ; internal transfers, instant payments received through an operating network, such as FedNow<sup>SM</sup> or RTP<sup>®</sup>; and peer-to-peer ("P2P") transfers, which require separate enrollment by you at a third party (such as Venmo<sup>®</sup> or Paypal<sup>®</sup>) or through us (such as Zelle<sup>®</sup>).

## ACH, WIRE TRANSFERS, AND INSTANT PAYMENTS

This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the State of Illinois ("UCC"). If you originate a funds transfer for which Fedwire is used and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by the Operating Rules for any covered transfer originated by you. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive final settlement of such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited.

If we receive a payment order to credit your Account by wire, instant payment, or ACH, or other fund transfer, such credit will be reflected on your periodic statement, and we are not required to give you any additional notice of the payment order or credit.

## FUNDS AVAILABILITY

When Your Deposits Become Available: Our policy is to make funds from your deposits available as follows: (a) ACH transfers initiated at Byline Bank during the new account application process to be withdrawn from your account at another financial institution or another Byline Account, and deposited to your Byline Bank Account will be available on the fifth Business Day after the transfer date; (b) ACH transfers initiated at Byline Bank through Online Banking to be withdrawn from your account at another financial institution and deposited to your Byline Bank Account will be available on the Business Day your request is initiated; (c) Zelle, other P2P, and accepted instant payments will be available on the day received, (d) wire transfers, electronic direct deposits (initiated at another financial institution and sent via ACH), and other funds transfers will be available to you on the Business Day on which we receive the deposit; (e) cash deposits made in-person at a branch location will be made available on the day of deposit, and (f) funds from other deposited Items, such as checks, will be available on the first Business Day after the day on which we receive your deposit. For deposits made at an ATM, including cash deposits, see the "Deposits at ATMs" section below for the availability schedule.

Once the funds are available, you can withdraw them in cash and we will use them to pay Items that post to your Account. If Items are presented against deposited funds before they become available, the Bank reserves the right to pay or return the Items and to charge you a fee, as described in the "Overdrafts" section.

Determining When Your Deposit Is Received: We determine when your deposit is received using the following guidelines. If you make a deposit on a Business Day before the applicable cutoff time, we will consider your deposit to be received that day. If you make a deposit after the applicable cutoff time on a Business Day, or on a non-Business Day, we will consider your deposit to be received the next Business Day. The cutoff time for deposits made in-person at a branch location is the applicable closing time, which may vary by branch. The cutoff time for deposits made at an ATM is 6:00pm Central Time ("CT"). The cutoff time for deposits made at a Night Depository is 8:00am CT. Check deposits that are mailed to us will be considered received on the Business Day they are actually received and processed by us.

Longer Delays May Apply: In some cases, we will not make all the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225 of your deposit, however, will be available on the first Business Day. If we are not going to make all the funds available from your deposit on the first Business Day after the day of your deposit, we will notify you at the time of your deposit and tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will send you the notice no later than the Business Day after we receive your deposit.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Special Rules For New Accounts: If you are a new customer, the following special rules will apply during the first thirty (30) days your checking, savings, or money market Account is open. A new customer is defined as a customer who has not had an Account for at least thirty (30) calendar days prior to the new Account opening date.

- a) Funds from ACH transfers initiated at Byline Bank during the new account application process to be withdrawn from your account at another financial institution or another Byline Account and deposited to your Byline Bank Account will be available on the fifth Business Day after the transfer date.
- b) Funds from ACH transfers initiated at Byline Bank through Online Banking to be withdrawn from your account at another financial institution and deposited to your Byline Bank Account will be available on the Business Day your request is initiated.
- c) Zelle, other P2P, and accepted instant payments will be available on the day received,
- d) Funds from wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you must use a special deposit slip). The excess over \$5,525 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees with a special deposit slip, the first \$5,525 will not be available until the ninth Business Day after the day of your deposit.
- d) Funds from cash deposits made in-person at a branch location will be available on the day of deposit, electronic direct deposits, and other funds transfers into your Account will be available on the Business Day we receive the deposit.
- e) For deposits made at an ATM, including cash deposits, see the "Deposits at ATMs" section below for the availability schedule.
- f) Funds from all other deposits will be available nine (9) Business Days after the day of deposit.

DEPOSITS AT ATMs: For cash deposits made at Byline Bank ATMs (as defined in Electronic Transfers Section 1), funds will be available on the day we receive the deposit. For check deposits at Byline Bank ATMs, funds will be available on the first Business Day following the day we receive the deposit. Cash deposits made at other ATMs where the feature is available, will be available on the Business Day we receive the deposit.

## WITHDRAWALS

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

1. You can write a check if you have a checking or money market Account. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of

restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

Our check payment process is highly automated, and we receive checks in great volume. Although we inspect some checks and other Items from time to time, at our discretion, you agree that reasonable commercial standards do not require us to do so. If we return a check because we believe it was not authorized by you, we are not liable to you even if the check was actually authorized. We have no duty to prevent a check from being presented more than once.

2. You can use a withdrawal ticket if you have a savings, checking, or money market Account. If your savings Account is evidenced by a passbook, you must present this passbook when making deposits or withdrawals. At the Bank's discretion, you may make transactions without this passbook but you should present your passbook as soon as possible for entry of these transactions by the Bank. The balance shown in your passbook, on your statement, or on a receipt will not be considered final until verified by us in comparison with our books and records.

As a day-to-day practice, the Bank allows withdrawals from savings and money market Accounts at any time without prior notice. Bank does reserve the right, however, to demand and receive at least seven (7) days prior written notice that a withdrawal is going to be made from any savings or money market Account, as provided for by federal law. If at any time we require seven (7) days' notice, we will have the right to return any unpaid checks for which notice has not been given and we will not incur any liability in so doing.

3. Subject to such restrictions as may be imposed by the Bank, you may use your Card at any ATMs that are part of the networks listed on the Personal Product & Service Fees Schedule, and such other terminals as the Bank may designate, to perform any transactions permitted by the terms of your Account that the ATM will perform.

#### **POST-DATED AND STALE-DATED CHECKS**

We are not responsible for payment of a check before its due date, even if we had knowledge that it was post-dated. We reserve the right to pay a check even if it is more than six (6) months old (i.e., a stale-dated check).

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

Customer agrees that Bank will not be obligated to cash any checks issued on an Account that are presented at its counters, and that it will not be a wrongful dishonor for Bank to refuse to cash any checks presented at its counters.

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

#### **STOP PAYMENTS**

Checks: If you wish to stop payment on a check you have written, you must complete a Stop Payment Request or you must notify the Bank and this notification must be accepted by the Bank before the check is paid. A Stop Payment Request may apply to either a continuous range of checks or a single check. The Stop Payment Request can initially be made by phone or in writing and must include the check number, date, amount, and payee of the check. The Stop Payment Request will become effective twenty-four (24) hours after the Bank's acceptance. We may send you a written confirmation of your Stop Payment Request. Your Stop Payment Request will be considered confirmed either twenty-four (24) hours after Bank's acceptance or upon Bank sending you a written confirmation, as applicable. We may rely on the information in the written confirmation unless you notify us immediately of any errors. A confirmed Stop Payment Request is binding upon the Bank for only one hundred and eighty (180) calendar days unless renewed in writing. When the Stop Payment Request expires, we may pay the Item and have no duty to notify you. Except under certain circumstances as provided by law, you may not issue a stop payment on or instruct the bank to stop payment on a cashier's or certified check. If we allow you to stop payment on a cashier's or certified check, you must complete forms we provide to you. We are not responsible for Stop Payment Requests with incorrect information. Any joint owner or authorized signer can release a Stop Payment Request previously requested on the Account. If you have a joint Account, we will accept a Stop Payment Request or the release of a Stop Payment Request, from any of the joint owners regardless of who signed the check. Please refer to our Personal Product & Service Fees Schedule for the current service fee for each Stop Payment Request you give us.

Cash or One Time Debit Transactions: You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the Card for one time debit transactions, and we have no obligation to honor any such Stop Payment Request by you.

Preauthorized Transfers: If you have told us in advance to make regular payments out of your Account to a third party, you can stop any of these payments by calling or writing us at the contact information listed at the end of this Agreement.

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

#### **FOREIGN ITEMS**

We reserve the right to refuse items payable in foreign currency or drawn on a foreign bank located outside the United States ("Foreign Items"). If we accept a Foreign Item, we may accept it for collection only and you bear all risks associated with the collection of the Item, including any fees charged by other financial institutions associated with collection and any exchange rate risk. We may not credit funds from a Foreign Item to your Account until the first Business Day after we receive final payment for such funds from the paying institution. The paying institution determines if and when it will pay a Foreign Item. The Funds Availability Policy does not apply to Foreign Items. See Personal Product & Service Fees Schedule for more information.

#### **FEES**

Monthly Service Fees: We have the right to require that a minimum balance be maintained in your Account. If that balance is not maintained, a monthly service fee may be assessed. It is agreed that an Account, whether active or dormant, shall be subject to monthly service fees adopted by the Bank and may be changed from time to time. Such fees may be deducted from your Account and the Bank shall not be liable for dishonoring checks, drafts, notes, or other instruments because of insufficient funds resulting from the deduction of such monthly service fees.

Notice on Monthly Service Fees: If a service fee is assessed on the last day of your Account cycle, the service fee will be debited from your Account. If your Account does not have sufficient funds to pay this service fee, we will only deduct the portion of the fee that will bring your Account to \$0, so as not to overdraw your Account. If at any time within the next statement cycle, the Account has sufficient funds to recover the remaining service fee amount due, your Account will be debited to recover this amount. This will be reflected on your statement as a prior recovery of the fee assessed.

Deposit Fees: If there are special fees for collecting the Item(s) you deposit, you promise to pay them. If we do not receive final payment for any Item we cash for you or accept for deposit to your Account, we will charge your account for the amount of the Item plus any fees we incur in attempting to collect the Item.

Please review the Personal Accounts Brochure, Personal Product & Service Fee Schedule, any additional product and service fee schedule, deposit or CD rate sheets, and any other Account documents or disclosures that are provided to you for more information. These documents are available upon request.

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

What is a Substitute Check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that

we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your Account is an interest bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please write or call us at the contact information located at the end of this Agreement. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- a) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- b) An estimate of the amount of your loss;
- c) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- d) A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

## **ACCOUNT OWNERSHIP TYPES**

### **INDIVIDUAL ACCOUNT**

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

### **JOINT ACCOUNT**

If you open a joint Account, any or all of the joint owners can make deposits or withdrawals. All funds deposited to a joint Account shall be owned by all joint owners. When we do business involving a joint Account, we can act on the instructions of any one or more of the joint owners. We will accept phone transfers between Accounts within our Bank as long as the funds are available and the person initiating the transfer request is an authorized signer or Account owner on the Account to be debited. We will continue to follow these instructions until we receive written notice to change them. Any transactions that occur before we receive written notice of a change of instructions will be binding on all joint owners. We have the right to endorse any checks, drafts, or other orders for the payment of money made out to any of the joint owners. Once endorsed we can deposit them into the joint Account, or you can endorse them for deposit by using a stamp to show a general endorsement for the Account. You agree that any money in this Account can be paid to any one or more of the joint owners, whether or not the other owners are alive at the time of the payment. If we make a payment following these rules, you release us from liability. You agree that it is your intention to create a joint tenancy with the right of survivorship (a form of ownership) in this Account and that if one or more of the joint owner(s) die(s), his or her interest in the Account passes to the remaining owners. Note: Once a joint Account is opened, one owner cannot remove another from the title of the account, except in the case of a deceased joint Account owner.

Each joint account owner will be both individually and jointly responsible for any obligations which arise from use of the Account(s) or related Card. Any notice

which we give will be sufficient if given in writing and mailed to any one of the joint account owners at the address to which your Account statements are sent. Any notice required by you to the Bank will be effective and sufficient when the Bank receives such notice from any one joint account owner.

### **TOTTEN TRUST ACCOUNT**

If the deposit has been made by you, the owner(s), as trustee(s) for one or more beneficiaries without presenting formal trust papers and you have completed and signed the proper signature card or completed other Account documentation, this deposit will be treated as a Totten Trust Account. During your lifetime, you may deal with this Account as your own, and joint owners have the same rights and obligations as joint owners of a Joint Account. You may change the designated beneficiary, but if you wish to do so, you must complete and sign a new signature card or complete other Account documentation, which names the new beneficiary. Upon the death of all Account owners, the beneficiaries shown on the Account who survive the Account owners and/or who lawfully exist (for non-individuals) will become the owners of the Account. Upon our receipt of proof of death of all owners and additional documents required by us, the funds will be distributed to each beneficiary (or their representative or estate as applicable) who survives the owner. If there are no eligible beneficiaries, title to the Account will vest in the estate of the last surviving owner.

### **UTMA DISCLOSURE**

If this account is a Uniform Transfer/Gift to Minors Act (UTMA/UGMA) savings account, you agree that this account will be governed by the Uniform Transfer/Gift to Minors Act of the state where the account is opened. All funds deposited in the account irrevocably become the property of the minor but are to be managed for the minor's benefit by the custodian until the minor reaches the age of 18 or 21, depending on state law, at which time the custodian is responsible for distributing the funds to the minor. Only one custodian (who must be 21 or older) and one minor are allowed per account. The law imposes certain fiduciary and record keeping obligations on an UTMA/UGMA account custodian and requires that interest earnings are reported to the IRS under the minor's Social Security Number.

### **ACCOUNT FOR MINORS**

For an Account established by or for a minor, the Bank reserves the right to require the minor Account owner to have a parent/guardian joint Account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Bank for any returned item, overdraft, or unpaid charges or amounts on such Account. The Bank may make payment of funds directly to the minor without regard to his or her minority upon consent of the parent/guardian joint owner. The signature card will serve as the consent in regard to withdrawals by the minor. The Bank has no duty to inquire of the use or purpose of any transaction by the minor or joint Account owner.

### **INDIVIDUAL RETIREMENT ACCOUNTS AND HEALTH SAVINGS ACCOUNTS**

For Accounts opened under an Individual Retirement Account ("IRA") or Health Savings Account ("HSA") Plan Agreement, the IRA or HSA is governed by this Agreement and the applicable Plan Agreement and disclosures.

### **ADDITIONAL ACCOUNT OWNERSHIP TYPES**

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

## **GENERAL RULES COVERING CHECKING, MONEY MARKET, AND SAVINGS ACCOUNTS**

### **STATEMENTS**

For checking, statement savings, and money market Accounts, a monthly statement will be sent to you summarizing the activity of your Account.

For passbook savings Accounts, you will get a monthly statement (unless there are no Electronic Transfers in a particular month. In any case, you will get a statement at least quarterly). Additionally, Account activity is summarized in the passbook. The amount shown in the balance column of the passbook is for the guidance of the depositor and is not to be taken as correct unless verified by comparison with the books of the Bank. You should bring your passbook to us, so we may record any Electronic Transfers that were made to your account since the last time you brought in your passbook. Only one book will be issued to joint depositors. If your passbook is lost, stolen, or destroyed, you must notify the Bank at once. The Bank retains the option to require a thirty (30) day waiting period before it permits withdrawals from the Account or issues a new passbook. The Bank may require you to furnish an Indemnity Bond as a condition to any such



withdrawal or new passbook. In addition, a fee may be charged for each lost passbook.

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

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

#### **OVERDRAFTS**

We have no obligation to pay any Item unless you have sufficient funds available in your Account to pay the Item when it is presented. If there are insufficient funds in your Account to pay an Item, we may pay the Item and create an overdraft in your Account. If this happens, we may charge you a Non Sufficient Funds Item Paid fee and a Continuous Overdraft Fee, as applicable. In the alternative, we may return the Item for insufficient funds and, in these circumstances, we may also charge you a Non Sufficient Funds Item Return fee. A previously presented Item is treated as a new Item if presented for payment again, however, the represented item will not be charged a Non Sufficient Funds fee. Please review our Personal Product & Service Fees Schedule for more information.

Bank makes the decision to pay or return an Item in a single determination between the time the Item is presented to Bank by any means or Bank receives notice of it, and the time Bank is required to pay or return the Item.

An overdraft in your Account, regardless of the reason for the overdraft, is a "Debt" as defined in the Setoff and Security Interest Section and is immediately due and payable by you, without demand or notice by us.

If you have enrolled in one of our overdraft protection services, the terms and conditions specific to that service will control payment of applicable overdrafts to the extent of a conflict with the provisions in this section above.

#### **OVERDRAFT PROTECTION**

We offer an optional overdraft protection service ("Overdraft Protection") that allows you to help cover overdrafts in your deposit Account ("Protected Account") by linking it to another deposit Account with us that you own ("Funding Account"). If your Protected Account does not have enough available funds to cover incoming debit Items, we will transfer available funds from your Funding Account to try to cover the negative balance and pay the Items.

Eligible Accounts: Checking Accounts, money market Accounts, and savings Accounts are eligible to be a Protected Account and a Funding Account. An Account may be both a Protected Account and a Funding Account at the same time. A Funding Account may protect more than one Protected Account. Individual Retirement Accounts and UTMA/UGMA Accounts are not eligible for enrollment in Overdraft Protection.

Enrolling in and Canceling Overdraft Protection: You must enroll to use Overdraft Protection. Enrollment is available in person at a branch, or by calling us at the contact information at the end of this Agreement. Any owner of both Accounts may enroll in Overdraft Protection without the consent of or notice to other owners. In the case of Accounts maintained by a representative, such as a formal trust or estate, accounts owned by the same person may be enrolled in the service by any authorized signer. Any owner or authorized signer of the Protected Account or Funding Account may cancel Overdraft Protection by either canceling the service or closing either Account, without the consent of or notice to other owners. You may cancel Overdraft Protection in person at a branch, or by calling us.

If either the Funding Account or Protected Account is closed for any reason, the service will be automatically terminated without notice to you.

Transfers: Overdraft Protection transfers occur once per Business Day. If there are funds available in the Funding Account, we will automatically transfer enough funds to bring your Protected Account balance to zero. If there are enough funds available to cover some but not all Items in the Protected Account, Items will be processed for payment in accordance with our processing order and overdraft rules. We may exercise our discretion regarding whether to pay or return certain Items. In this case, your Protected Account may become overdrawn, and you may be charged Non Sufficient Funds Item Paid Fees, Non Sufficient Funds Item Returned Fees, and Continuous Overdraft Fees, as applicable, as disclosed on the Personal Product and Service Fees Schedule. If there are not enough available funds in the Funding Account to cover Items presented for payment on both the Protected Account and the Funding Account on the same day, Items presented

against the Funding Account will be processed and to the extent of the available funds, paid first. We will not transfer more than the available balance in the Funding Account. Even if funds available in the Funding Account are not enough to pay any or all Items presented, the service will transfer the funds. Once enrolled, you authorize us to transfer funds as described in this Section.

There is no charge to enroll in or use Overdraft Protection. There is no extension of credit with Overdraft Protection. We may, at our discretion, suspend the service without notice, unless required by law, including for example if there is a legal restriction or hold on the Protected or Funding Account.

#### **PROCESSING ORDER**

We will process credits before debits. Debits may not be processed in the order in which they were received or occurred. The order in which the transactions are received and processed can affect the total amount of overdraft fees, including Non Sufficient Funds fees, incurred. Instant payments, are processed when we accept them.

#### **INTEREST**

For interest bearing Accounts, interest will be credited or paid in accordance with the following general rules. For each statement cycle during which you maintain the balance or average available balance which we have established, the money deposited in your Account will earn interest at our current rates. WE RETAIN COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH WE DETERMINE THE ANNUAL PERCENTAGE YIELD.

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

A rate will be applied to the daily balance in your Account during each statement cycle. Interest begins to accrue on the Business Day a deposit is received. Interest-bearing Accounts, excluding certificates of deposit, closed during a statement cycle will not earn accrued interest for that period.

#### **INCOME TAX REPORTING**

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

#### **ELECTRONIC TRANSFERS**

This disclosure is given in compliance with federal law and applies to consumer Accounts held by individuals in which electronic deposits, withdrawals, transfers and electronic bill payment services are accepted.

#### **ELECTRONIC TRANSFER TYPES**

For purposes of the Electronic Transfers Section of this Agreement, the following are considered "Electronic Transfers".

ATM and Mastercard® Debit Card ("Card") ATM Transactions: If you obtain a Card, you can use your Card at Byline Bank ATMs and other ATMs that are part of the networks listed on the Personal Product & Service Fees Schedule to make the following transactions\*:

- a) Withdraw cash from your checking, money market, or savings Account.
- b) Deposit cash or checks to your checking, money market, or savings Account at Byline Bank ATMs on Bank premises, and deposit cash at non-Byline Bank ATMs where the feature is available.
- c) Transfer funds between your checking, money market, or savings Accounts.

\*Some of these services may not be available at all ATMs or to all customers. "Byline Bank ATMs" are ATMs that have the Byline Bank logo.

All withdrawals, deposits, and funds transfers are subject to the rules and agreements which govern such transactions except as specifically modified by

this Agreement. By using the Card, you authorize us to credit or charge your Account with deposits, withdrawals and funds transfers initiated through the use of an ATM. All transactions initiated through the use of an ATM are subject to actual receipt and verification and the time necessary to process them. All deposits, including deposits of cash, are subject to our Funds Availability Policy. Any withdrawal, deposit, or funds transfer made on a non-Business Day or after the close of business on a Business Day may not be processed until the next Business Day.

**Card Point-of-Sale ("POS") Transactions:** You may also qualify to use your Card to access your Accounts for purchases or cash-back withdrawals above the purchase price. If you qualify, you may:

- a) Use your Card to purchase goods or pay for services with merchants who display a Mastercard logo that is on your Card. Other networks through which you may use your Card to purchase goods or pay for services include: Maestro, Cirrus, NYCE, and STAR.
- b) Use your Card, with your PIN, to withdraw cash-back above the purchase price of goods or services with some merchants who display a network logo that is on your Card.

**24-Hour TeleBanker Telephone-Initiated Banking System:** With the use of a touch-tone telephone and other identifying information, you may transfer funds to or from your checking, money market, or savings Account(s).

**Online Banking:** Certain fund transfers and payments through Online Banking. You may enroll in and access Online Banking through the Bank's website, which is listed at the end of this Agreement. Refer to the Retail Digital Banking Terms and Conditions for additional information.

**Mobile Banking:** Certain fund transfers and payments through Mobile Banking. You may enroll in and access Mobile Banking through the App Store or Google Play on your mobile device. Refer to Mobile Banking Terms & Conditions for additional information.

**Electronic Check Conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or money market Account using information from your check to:

- a) Pay for purchases
- b) Pay bills

**P2P Transfers** that you send or receive to your Account.

**Instant Payments:** You may receive instant payments through the networks in which the Bank participates.

## TRANSFER LIMITATIONS

**Frequency and Dollar Amount:** Refer to the Debit Card Agreement, Retail Online Banking Terms and Conditions, and the Mobile Banking Terms & Conditions for limits on the frequency and dollar amounts on the various electronic transfers.

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

## FEES

Please refer to our Debit Card Agreement and Personal Product & Service Fee Schedule for fees and charges for Electronic Transfers.

## ERROR RESOLUTION

In case of errors or questions about your Electronic Transfers, please contact the Bank at the phone number or address listed at the end of this Agreement as soon as you can. If you have questions having to do with automated withdrawals from your Account, you may contact us at the address or phone number listed at the end of this Agreement.

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about an Electronic Transfer listed on it. We must hear from you no later than sixty (60) calendar days after we send the FIRST statement on which the problem or error appeared. Please report the following:

1. Your name and Account number.
2. The error or transfer you are unsure about and explain as clearly as possible why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we are not required to provisionally credit your Account.

For errors involving new Accounts, or point-of-sale or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

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

## CONTACT IN EVENT OF LOST OR STOLEN CARD

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

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

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an Electronic Transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

**Lost or Stolen Card or Pin:** If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, you have no liability if someone used your Card or PIN without your permission and you exercised reasonable care in safeguarding your Card or PIN from loss or theft. If you notify us of a lost or stolen Card or PIN within two (2) Business Days but did not exercise reasonable care in safeguarding your Card or PIN, you can lose no more than \$50 per occurrence. If you do not tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

**Unauthorized Transfers:** If your statement shows transfers that you did not make, including those made by Card or PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

## DOCUMENTATION OF ELECTRONIC TRANSFERS

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

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

## OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your Account on time or in the correct amount, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough available funds in your Account to make the transfer;

2. If you have money in your Account but the funds are subject to legal process or encumbrance;
3. If the transfer would go over your transaction limit (or the amount in your Account) or your overdraft line established with us;
4. If the terms of your Account limit the number of payments and transfers which may be made during a statement cycle;
5. If an electronic terminal has insufficient cash to complete the transaction;
6. If the services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you started the transaction;
7. If, despite reasonable precautions, circumstances beyond our control (such as fire or flood), prevent the transfer.

There may be other exceptions stated in our agreements with you and you should be familiar with them.

#### ILLEGAL TRANSACTIONS

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

#### FOREIGN TRANSACTIONS

Purchases and cash withdrawals you make outside of the United States will be charged to your Account in U.S. dollars. The conversion will be done by Mastercard and will either be a rate selected by Mastercard or a government-mandated rate in effect on the day Mastercard processes the transaction. The rate in effect on the processing date may differ from the rate on the date you used your Card. In addition, you will be charged a foreign transaction fee. This fee will be a percentage of the transaction amount processed outside of the United States.

#### TELEBANKER INFORMATION

Byline Bank's 24-hour Automated Telebanker makes it easy to access Account information when it's most convenient for you.

With Telebanker, you can:

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

Enrolling into Telebanker is easy. Call 773-244-7000 and select the option available for Telebanker, Byline's 24-hour Automated Telephone Banking System. Be sure to have one of your checking, money market, or savings Account numbers on hand when you call to enroll. During enrollment you will be able to select your own eight (8) digit user ID and a four (4) digit password.

#### ARBITRATION

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

##### SUMMARY

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

"AAA") in connection with the arbitration. Moreover, in arbitration you are entitled to recover attorney's fees from us to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator's award and will pay your reasonable attorney's fees even when you would not be entitled to recover such fees under applicable law in a court proceeding.

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

##### SPECIAL DEFINITION OF CERTAIN TERMS

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

##### AGREEMENT TO ARBITRATE

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

##### CLAIMS SUBJECT TO ARBITRATION

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

1. Claims arising out of or relating to your Account(s), this Agreement, any other agreement related to your Accounts, including but not limited to disputes relating to the establishment, terms, treatment, operation, handling, limitations on or termination of your Account; any disclosures or other documents or communications relating to your Account; any transactions or attempted transactions involving your Account, whether authorized or not; billing, billing errors, credit reporting, the posting of transactions, payments or credits or collection or garnishment matters relating to your Account; services or benefits programs relating to your Account, whether or not they are offered, introduced, sold or provided by us; advertisements, promotions, or oral or written statements related to (or preceding the opening of) your Account, goods or services financed under your Account or the terms of financing, the application, enforceability or interpretation of this agreement; and any other matters relating to your Account, a prior related Account or the resulting relationship between you and us. Any questions about what claims are subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way the law will allow it to be enforced.
2. Claims arising out of the interpretation, applicability, enforceability, formation, coverage, or scope of this Arbitration Provision, including but not limited to any claim that all or any part of this Agreement or this Arbitration Provision is void or voidable.
3. Claims subject to arbitration include Claims based on any theory of law, whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation, common law, constitutional provisions, respondeat superior, agency or other doctrine concerning liability for other persons, custom or course of dealing or any other legal or equitable ground (including any claim for injunctive or declaratory relief) or any other legal theory;
4. Claims subject to arbitration include not only Claims made directly by you, but also Claims made by anyone connected with you or claiming through you, such as authorized or unauthorized Account owners, cardholders, custodians, users, trustees, successors, assigns, estates, or beneficiaries of Accounts under this Agreement or any prior agreements between you and us, as applicable. Similarly, claims subject to arbitration include not only Claims that relate directly to us, a parent companies, subsidiaries, affiliates, agents, employees, officers, directors, predecessors in interest, successors, assigns, and estates (and the employees, officers and directors of all of these entities), but also Claims for which we may be directly or indirectly liable, even if we are not properly named at the time the Claim is made, and Claims brought against any other person or entity named as a defendant or respondent in a Claim brought by you against us.

5. Claims that arose before the effective date of this Agreement or any prior deposit Account agreement (including, but not limited to, claims relating to advertising, promotions, or disclosures).
6. Claims are subject to arbitration whether they are made independently or with other claims in proceedings involving you, us or others. Claims subject to arbitration include Claims that are made as counterclaims (including but not limited to counterclaims by us to collection amounts in default from you), cross-claims, third-party claims, interpleaders or otherwise, and a party who initiates a proceeding in a court may elect arbitration with respect to any Claim(s) advanced in the lawsuit by any other party or parties.
7. Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class.
8. Claims that may arise after the termination of this agreement, including any judgments or consent judgments that may be entered in a court.

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

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

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

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

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

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

#### **ARBITRATION PROCEDURES**

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

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

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

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

If the value of the relief sought (either to you or to us) is \$25,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. Otherwise, the type of hearing will be determined by the AAA Rules. Any in-person arbitration hearing will take place within the federal judicial district where the address associated with your Account as identified in our records at the time the arbitration is commenced is located or, if that location is inconvenient to you, at some other location that the parties agree is convenient. Regardless of the type of hearing selected, upon the request of either party made prior to the closing of the hearing (or, if there is no oral hearing, prior to or along with submission of final documents to the AAA), the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award, if any, is based. Unless otherwise agreed by you and us, any award will be rendered by the arbitrator not later than fourteen (14) days from the date of the closing of the hearing or, if there is no oral hearing, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator in accordance with the AAA Rules.

#### **ARBITRATION COSTS**

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

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

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

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

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

If we did not make a written offer to settle the Claim(s) before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney payment, respectively, if the arbitrator finds in your favor on the merits of your Claim(s). The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, the alternative payment, and the attorney payment upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits. In assessing whether the arbitrator's award is greater than the value of our last written settlement offer, the arbitrator will not include in his or her calculations the value of any amount awarded for your attorney's fees or expenses. If you amend your Claim after an arbitrator is selected to include new or different Claims or to seek greater relief than you disclosed in your Notice of Dispute, the arbitrator will stay further arbitration proceedings for thirty (30) days, during which time we may make a written settlement offer that is deemed to be effective before the date of the arbitrator's selection for purposes of assessing the availability of the alternative payment and/or attorney payment.

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

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

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

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

#### **OPT OUT PROCEDURES**

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

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

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

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

#### **OTHER REMEDIES**

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

#### **ENFORCEMENT, FINALITY**

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

or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing.

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

#### **SURVIVAL**

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

#### **CONTACT INFORMATION**

Byline Bank  
PO Box 7969  
Carol Stream, IL 60197-7969  
(773) 244-7000  
bylinebank.com

# DEBIT CARD AGREEMENT

## ATM/DEBIT CARDS

Each person who activates a Card agrees to be bound by these rules, in addition to the terms and conditions of the Agreement and any additional terms and conditions, disclosures, and rules governing your Card. All definitions, terms, conditions and disclosures that govern your Account (whether set forth in this Agreement, in any related rules and regulations or otherwise) also apply to the Card except where these rules provide differently. Your retention of, signature on, or use of the Card constitutes your agreement with these rules, as amended from time to time.

## DEBIT CARD TERMS OF USE

**Card Ownership and Termination:** The Cards we issue remain our property at all times and, if we request, you must recover and surrender all Cards we issued to you. We may terminate your right to use the Cards at any time for any reason.

**Using the Card:** You may use your Card to purchase goods or services wherever the Card is accepted by: (a) initiating a signature transaction and signing for the sale at the merchant location; or (b) using your PIN at a point-of-sale ("POS") terminal; or (c) using your Card through a mobile wallet; or (d) providing your Card information to an online merchant. You may also use your Card to withdraw cash or make deposits to or from your Account at our facilities or any bank or other financial institution which honors the Card. We have no obligation and no liability to you if anyone refuses to honor the Card or if, for any reason, you cannot make a cash withdrawal from or a deposit at an ATM.

**Authorization to Debit or Credit the Account:** Each time your Card is properly used, you authorize us to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and we are permitted to handle such sales drafts, orders and vouchers in the same way we handle authorized checks drawn on your Account.

**Access and Limitations:** You agree that you will use the Card only if the available balance in your Account will be sufficient to pay the amount of the purchases, cash withdrawals and ATM transactions.

You agree that any purchase or cash withdrawal may be subject to authorization by us or by a Mastercard® authorization center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your approval limit.

Upon request, you will be obligated to pay us the amount of any money, property or services obtained by the authorized use of the Card to the extent that we are unable to charge such amounts to the Account. You also authorize us to charge the amount of any such obligation to any other of your Accounts with us.

You may make only ten (10) cash withdrawals from ATMs each day. You can make fifteen (15) point-of-sale transactions each day.

You may withdraw up to \$510 from ATMs each Business Day. ATM withdrawals and point of sale transactions using your Card and PIN have a combined total limit of \$2,510 per Business Day. You may buy up to \$5,000 worth of goods or services each Business Day you use the Card for signature-based transactions.

## LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS FOR STUDENT ACCOUNTS.

Notwithstanding the limitations stated above, if you have a Student Checking Account, you may withdraw up to \$260 from ATMs each Business Day. Withdrawals and point of sale transactions using your Card and PIN have a combined total limit of \$760 per Business Day. You may buy up to \$500 worth of goods or services each Business Day using your Card for signature-based transactions.

**Holds:** When you use your Card, a hold will be placed on your Account. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other Account purposes, and we have the right to return checks or other Items presented against your Account to maintain sufficient funds to cover any hold or to pay for any previously authorized transactions. The hold will be released when the transaction is settled through our system, and you agree to maintain sufficient available funds on deposit in the Account to cover all previously authorized transactions. The hold may continue for up to three (3) Business Days, even, for example, if you do not purchase any goods or services for which authorization was obtained.

**Joint Account; Notices:** If your Account is owned jointly with one or more other persons, each of you will be both individually and jointly responsible for any obligations which arise from use of the Card. Any notice which we give will be sufficient if given in writing and mailed to any one of the joint owners at the address to which the Account statements are sent.

**Foreign Transactions:** Purchases and cash withdrawals you make in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion will be made in accordance with Mastercard operating regulation and conversion rates for international transactions. The conversion rate may not be the same as on the transaction date. In addition, you will be charged a foreign transaction fee that is a percentage of the transaction amount. Please see the Personal Product & Service Fees Schedule for details.

**Fees and Charges:** When you use an ATM not owned or operated by us, we may charge a fee and you may also be charged a fee by the ATM operator and/or ATM network used. Fees may be charged for a balance inquiry even if you do not complete a funds transfer. Please note that fees charged by other ATM operators or ATM networks are outside of the Bank's control and may be charged at any time.

Card transactions are accepted at millions of locations worldwide where the Mastercard logo is displayed. We do not charge transaction fees for your domestic Card purchases.

Please refer to our Personal Product & Service Fee Schedule for fees and charges for conducting certain transactions at ATMs or POS terminals not owned or operated by us or for conducting international card transactions.

You authorize us to deduct any applicable fees directly from your Account.

## OTHER PROVISIONS APPLICABLE TO CARDS, ACCOUNTS AND YOUR MOBILE WALLET

**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.

**Changes to These Rules:** We may at any time cancel your privilege to use your Card, and we may list the Card in cancellation bulletins. Any such cancellation shall be (subject to compliance with any applicable law concerning notice) effective upon mailing of a notice of such amendment to you at the address to which your Account statements are sent or emailing it to you.

## CONTACT INFORMATION

Byline Bank  
PO Box 7969  
Carol Stream, IL 60197-7969  
(773) 244-7000  
bylinebank.com

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



# Personal Product & Service Fees Schedule

Early Account Closure Fee (Charged for accounts closed within 90 days of opening)	\$25	Safe Deposit Box Late Fee	\$5.00 per month (maximum \$15.00 per contract year)
Overdraft Protection	FREE	Safe Deposit Box Key Replacement	\$10.00 + cost
Statement Copy	No Charge	Safe Deposit Box Drilling	\$150.00 per box/drill
Cashier's Check	\$10.00 per check	Savings Passbook Replacement	\$10.00
Check Cashing (non-customer)	1.50% of check amount	Signature Guarantee	\$25.00 per guarantee
Check Printing Fees	Varies	Stop Payment Fee	\$35.00 per order
Coin Counting	3% over \$250.00	External Transfer Fee <sup>4</sup> (appears on statement as Transfer Fee)	\$5.00
Counter Check	\$4.00 per page of 4	Card Foreign Transaction Fee	3% of transaction
Deposited Item Returned	No charge	Debit Card-Expedited Delivery	\$45.00
Dormant Fee (Monthly)		ATM Transaction Fees	
• Checking and Money Market Accounts –One (1) Year	\$5.00	Byline ATMs	FREE
• Savings Accounts–Two (2) Years		AllPoint Network ATMs	FREE
Foreign Item Collection <sup>1</sup>	\$100.00	Network ATMs <sup>5,6</sup>	First 3 transactions per statement cycle are free; then \$3.00
Legal Notice Processing Fee	\$150.00	Other ATMs <sup>6</sup>	\$3.00
Online Banking and Bill Payment Service	FREE	Trustee Transfer Fee (IRA, HSA, SEP or KEOGH)	\$50.00
Non Sufficient Funds (NSF) Item Paid <sup>2</sup>	\$36.00	Incoming Wire Fee	\$15.00
Non Sufficient Funds (NSF) Item Return <sup>2</sup>	\$36.00	Domestic Wire Fee	\$30.00
Continuous Overdraft (OD) Fee <sup>3</sup>	\$5.00	International Wire Fee	\$50.00
Personal Money Order	\$5.00		

The fees above are considered per item, transaction, request, notice, transfer, check, card, or passbook as applicable, unless otherwise noted.

1. Additional Fees apply based on the paying bank.
2. You will be charged up to a maximum of five (5) NSF items per day for overdrafts greater than \$5.00. This maximum includes NSF Items Paid, and NSF Items Returned.
3. A Continuous Overdraft Fee of \$5.00 will be charged on the fifth consecutive Business Day an Account is overdrawn, and on every Business Day thereafter that the Account remains overdrawn for a period of thirty (30) Business Days, from the date in which the Account originally became overdrawn.
4. Applies to External Transfers initiated directly with the bank and does not include External Transfers initiated through Online Banking
5. Network ATMs are ATMs bearing any of the following trademarks: Mastercard®, Maestro, Cirrus, NYCE, and STAR.
6. You may be charged a fee by the ATM operator.
- The Personal Product & Service Fees Schedule is effective 1/12/2024 and is subject to change. Fees may reduce earnings.



# Personal Deposit Account Agreement and Disclosures

**Effective July 1, 2025**

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# Personal Deposit Account Agreement and Disclosures

We're happy you've chosen us and pledge our finest service each time you visit. Keep in mind our many financial services and don't hesitate to ask for assistance.

The use of the terms "we," "us," "our," and "Bank" means Byline Bank. "You," "your," "yours", and "Account owner" means each person who is a party to this Personal Deposit Account Agreement and Disclosures. "Account" means your deposit account(s) held at the Bank, and includes a checking, money market, savings, or certificate of deposit account, unless otherwise stated.

## GENERAL RULES AND INFORMATION APPLICABLE TO ALL ACCOUNTS

### ACCOUNT TERMS AND AMENDMENTS

The individual(s) submitting an account application or executing a signature card (including by electronic submission and/or execution) will be the Account owner(s). By taking such action, or by opening or continuing to hold an Account or using any deposit account services, you agree that this Personal Deposit Account Agreement and Disclosures ("Agreement") and the terms and conditions in it govern the Account and that you agree to be bound by it. Please read this Agreement carefully. Be sure that you and any authorized signers understand this Agreement. Call us if you have any questions or if we can be of further assistance. Please see our contact information listed at the end of this Agreement.

Additional terms and conditions, and disclosures applicable to your Account(s) may be provided in:

- (a) Written disclosures and other pricing or business information terms that we provide to you when your Account is opened such as the Personal Accounts Brochure;
- (b) Terms and conditions, and disclosures that we make available when you use additional or different products or services or open new Accounts;
- (c) Any periodic statements, manuals or guides whether in print or electronic;
- (d) Our Privacy Notice or related notices;
- (e) Other disclosures we provide with respect to debit cards or overdraft coverage.

We can change these terms at any time. If we are required to notify you of a change in terms, we will provide such notice of change in terms by posting notice at the Bank, by mailing notice to you at the address shown on our records, providing notice on any periodic statements, manuals, or guides whether in print or electronic, by posting the updated disclosure on the Bank's website, or by any other appropriate means allowed by applicable law. If you keep your Account open, you are deemed to accept and agree to the changes and are bound by them. If you do not agree to a change, you may close your Account as provided in this Agreement. The most recent version of this Agreement, that incorporates all amendments, will be available to you on our website or at a branch.

### CONFLICTS

In the event there is any conflict between the terms and conditions of this Agreement and other terms and conditions and disclosures we provide to you when you use additional products or services related to your Account, the terms and conditions and disclosures for the particular product or service will govern for purposes of that product or service only, to the extent of the conflict. If there is a conflict between the terms and conditions of this Agreement and something said by one of our representatives, the terms of this Agreement will be controlling.

### BINDING ARBITRATION

In addition, this Agreement contains an Arbitration Provision requiring us to resolve any disputes in binding arbitration on an individual basis rather than jury trials or class actions. YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION. Please read the Arbitration Provision on page 10 of this Agreement for details, including instructions on how to opt out of the Arbitration Provision.

### CUSTOMER IDENTIFICATION AND PATRIOT ACT INFORMATION

Identifying Our Customers at Account Opening: To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. To open an Account, you must provide us with current identification as well as an accurate Taxpayer Identification Number (typically a Social Security Number) as applicable. We will ask for your name,

address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. A minor generally cannot be the sole owner on a checking or savings Account, but the minor can open an Account with a joint owner age 18 or older.

Taxpayer Identification Number: If you have one, you agree to provide us the accurate Taxpayer Identification Number (typically a Social Security Number) for each person listed on the Account. If you provide your Taxpayer Identification Number when you execute a signature card or submit an Account application or other account opening documents, you certify that the Taxpayer Identification Number you provided is correct and that you are not subject to backup withholding. If you refuse to provide your Taxpayer Identification Number, we may suspend or terminate your Account as applicable.

### CONSUMER REPORTS

Obtaining Consumer Reports: You agree that we may obtain information about you from third parties, such as a credit or other consumer reporting agency, that will help us verify information provided by you and to determine if we will open or maintain account(s) for you.

Notice of Negative Information to Consumer Reporting Agencies: We may report information about our experiences regarding your use of your Account(s) to consumer reporting agencies. Unresolved overdrafts and other defaults on or misuse of your Account(s) may be reflected in your reports. This notice does not mean that we will be reporting such information about you, only that we may report such information.

If you believe the information reported is inaccurate or incomplete, or that you have been a victim of identity theft, please send us supporting documentation by mail to the address at the end of this Agreement.

### AUTHORIZED SIGNATURE(S)

Only the authorized signature(s) of the Account owner, or the Account owner's authorized representative, as listed in the applicable signature card, Account application, or other Account documentation on file with the Bank for an Account will be honored by the Bank in connection with deposits and withdrawals, or the transaction of other business relating to that Account. To change the signing authority, we must receive specific written notice of the change of signing authority and be given a reasonable amount of time to conform to that change.

Powers of Attorney: Each Account owner, as identified in the Account application, signature card, or other Account documentation, may provide similar rights to a person pursuant to a legally effective power of attorney and such person named as agent pursuant to a power of attorney will have the access and authority of the Account owner granting such authority provided that the power of attorney is delivered to the Bank in a form acceptable to the Bank and the power of attorney is approved by the Bank and the Bank has not received written notice that such power has been rescinded or otherwise terminated. We reserve the right to refuse to honor any power of attorney, and you agree that we are authorized, but not required to, honor any power of attorney. We undertake no obligation to notify joint holders of our receipt of such a power of attorney. We have no duty or agreement whatsoever to monitor or ensure that the acts of the agent are for your benefit. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

### STATEMENTS; NOTICE OF ERRORS

This Section on Statements and Notice of Errors does not apply to errors regarding Electronic Transfers from a non-IRA Account. For resolution of errors regarding Electronic Transfers from a non-IRA Account, see the "Error Resolution" Section.

You must notify us in writing within thirty (30) days after Bank mails a statement or otherwise makes a statement available (including electronically) if you did not receive your scheduled statement or cannot access such information.

If you do not notify us of an unauthorized signature, or alteration on, or any other error regarding an Item within thirty (30) days after the first statement on which the error appeared has been sent (or otherwise made available), you cannot assert a claim regarding the unauthorized signature or alteration, or other error against us and you cannot assert claims regarding other Items containing unauthorized signatures or alterations by the same person or persons after the reasonable time mentioned above elapses, but before we receive your notice.

"Item" means all transactions, credits and debits to your account, including but not limited to checks, fees, service charges, Automated Clearing House ("ACH") entries, funds transfers, cash withdrawals, Card transactions, Personal Digital Banking ("Digital Banking") transactions, wire transfers and other amounts that are added to or subtracted from your Account.

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

#### **BUSINESS DAYS**

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

#### **NOTICES FROM YOU**

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

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

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

#### **NOTICES TO YOU**

Notices will be sent to the most recent address shown on our records for your Account. Any notice to one Account owner constitutes notice to all Account owners. It is your responsibility to notify us of any changes in your address or name, or if an Account owner dies. If your statements or notices are returned because of an incorrect address, we will suspend further mailing until you notify us of your new address.

#### **TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU**

By providing us with a telephone number (including a mobile telephone) and/or email address in connection with your Account, you consent to receiving calls and messages, including pre-recorded and/or auto-dialed calls and messages, and/or text messages from us at that number and/or emails from us for our everyday business purposes (including identity verification) and for other marketing or non-marketing purposes. Standard telephone minute and text charges may apply if we contact you. Contact preferences may be changed at any time. You understand that this consent is not a condition of purchasing any property, goods, or services from the Bank.

#### **DISCLOSURE OF ACCOUNT INFORMATION**

It is our policy not to disclose information to third parties about your Account or the transactions you execute, except: (a) where it is necessary for completing transactions; (b) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; (c) in order to comply with government agency or court orders; (d) where we have closed your Account due to an overdraft(s), we may disclose this fact to the consumer reporting agency; (e) we may disclose to our affiliates the mere fact that you have an Account with us and your name and address; (f) as required by Operating Rules (as defined below) that govern transactions in and out of your Account; (g) if you give us your written permission; or (h) as explained in the Privacy Notice and other Privacy Policies.

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

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

Each state has laws that govern when Accounts are considered abandoned, and when we are required by law to send a customer's funds to the state. Generally, the funds in your Account are considered abandoned if you have not had any activity or communication with us regarding your Account over a period of years, as specified by applicable law. If your funds are sent to the State, you may be able to reclaim them, but your claim must be presented to the State. Once your funds are sent, we no longer have any liability with respect to the funds.

#### **CLOSING AN ACCOUNT**

You can close your Account, provided the funds are available, on any Business Day. The Bank can close an Account at any time and for any reason without prior

notice, unless required by applicable law. If the Bank does so, we will notify you and send a check for the remaining balance, if any, after closure.

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

In addition to all rights provided by applicable law, you agree that any and all amounts on deposit in your Accounts may be set off and applied against any liability you owe the Bank under this Agreement, or otherwise, ("Debt"). You further grant the Bank a first priority security interest in all Accounts held by you now or in the future with the Bank or any of its affiliates to secure payment of any and all obligations under this Agreement and other Debts; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by the Bank. We do not have to give you prior notice to setoff and apply the funds except as required by law. We may exercise these rights even if the withdrawal leaves insufficient funds in your Account(s) to pay outstanding checks or other Items, or results in an Early Withdrawal Penalty being assessed against your Account(s). We may withdraw funds from a joint Account to pay a Debt of any joint Account holder regardless of the contributions of each Account holder. We will not exercise these set off rights using funds from IRAs or HSAs, or where otherwise prohibited by law.

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

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

#### **LEGAL ACTIONS AFFECTING YOUR ACCOUNT**

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed "legal action" in this section), we will comply with that legal action, if we believe it to be valid. Or, in our discretion, until a final court determination regarding the legal action is made, we may freeze some of the funds in your Account (which will decrease the available balance), or we may freeze all of the funds in the Account and not allow any payments out of the Account. We may do these things even if the legal action does not involve all those associated with the Account, including, but not limited to, owners and authorized signers.

In these cases, we will not have any liability to you if there are insufficient funds to pay your Items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. The list of fees applicable to your Account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

#### **RESTRICTING YOUR ACCOUNT; BLOCKING OR DELAYING TRANSACTIONS**

You agree that we may limit access to your Account; decline or prevent any or all transactions to or from your Account; refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Account; or remove funds from your Account to hold them pending investigation (which will decrease your available balance); in order to protect you or us or to comply with applicable law, including when:

- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction;
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment with any applicable law or with our policies adopted to assure that we comply with applicable law; or
- We reasonably believe that doing so is necessary to avoid losses or reduce risk to us.

We can assign and transfer your Account information to a replacement Account number in our sole discretion, including when your Account is reported

compromised by you or any other owner. If we issue you a replacement Account number, this Agreement will continue to apply to that Account.

You agree that we will have no liability for any action we take under this Section and we may take such action without prior notice except where prohibited by applicable law. This paragraph and the actions authorized hereunder shall not be construed as obligating us to conduct transaction monitoring or otherwise detect fraudulent activity with respect to your Account.

#### **WAIVER**

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

#### **SEVERABILITY**

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

#### **GOVERNING LAW**

For accounts opened online, your Account is opened and maintained in Illinois. This Agreement shall be governed by, interpreted under and construed in accordance with federal law, and to the extent not pre-empted by federal law, by the laws of the State of Illinois, without regard to any state conflict of law provisions. The Account is also governed by applicable operating rules and operating guidelines established by the National Automated Clearing House Association and any other fund transfer or electronic payments systems or networks, check clearing organizations and payment clearinghouses used by the Bank in connection with your transactions (collectively, "Operating Rules"), the operating circulars of the Federal Reserve Board, and any control or sanction administered by the Office of Foreign Assets Control.

#### **LIMITATION OF LIABILITY**

Notwithstanding any provision to the contrary, Bank will only be responsible and liable for our own lack of good faith and our own failure to exercise ordinary care in handling Items for collection or deposit in accordance with applicable laws. However, Bank shall not be liable for a clerical error, an oversight, or an honest mistake in judgment in handling such Items.

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

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

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

#### **INDEMNIFICATION**

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

#### **RECORDING**

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

#### **DEPOSITS**

Deposits may be made in person, by mail, by Automated Teller Machines ("ATMs") (see "Deposits at ATMs"), through a funds transfer system, or through one of the Bank's night depositories, subject to Bank's actual receipt and verification and the terms of this Agreement; provided that we have the right to refuse, limit, or return your deposit. The foregoing notwithstanding, deposits made using the Mobile Deposit service may be subject to certain limits; for more information regarding these limits, please visit a Bank branch, or contact us at the number listed at the end of this Agreement. We reserve the right to refuse or return any deposit. Non-cash items will be given provisional credit until final payment of the Item.

We are not liable for deposits made in an outside depository until the deposit is actually recorded in our records. For purposes of this provision, an "outside depository" means a container attached to our main banking premises or a branch, or other location for the purpose of receiving deposits during or after regular banking hours but does not include an ATM or POS terminal. This notice is required by Illinois law.

#### **RETURNED DEPOSITS**

If a cashed or deposited Item is returned unpaid to us at any time, or the paying or collecting bank requests or demands that we repay them because they assert that the Item was not properly payable (for example, an indorsement is missing or unauthorized, or the Item was altered), you agree that we may charge, in whole or in part, your Account or any other Account you own and, when applicable, return the funds to the other bank. These rights apply regardless of whether we received final payment of the Item, or whether the other bank submits a late return. Alternatively, we may place a hold on the funds until we determine who is entitled to them. We may charge your Account even if it results in an overdraft.

Bank may charge Customer's Account on the day the Item is presented to the Bank by any means. Bank may charge Customer's Account or place a hold on the funds if Bank receives an electronic or other notice that Customer's Item has been deposited for collection at another bank.

We may charge a Deposited Item Returned Fee as disclosed on the Personal Product & Service Fees Schedule.

#### **CHECKS**

Hold on Other Funds: If we cash a check for you at a teller window that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this Agreement for the type of check that you deposited.

Endorsements: You can endorse a non-cash Item for deposit by hand or by using a stamp to show general endorsement for the Account. In order to complete a deposit, we have the right to endorse any non-cash Item for payment of money made out to any Account owner.

## FUND TRANSFERS

There are different types of fund transfers. Different rules, including Operating Rules, may apply depending on the transfer type. Fund transfers include, but are not limited to: wire transfers; ACH transfers; transactions initiated with your debit card (for example an ATM transaction, or a POS transaction); ; internal transfers, instant payments received through an operating network, such as FedNow<sup>SM</sup> or RTP<sup>®</sup>; and peer-to-peer ("P2P") transfers, which require separate enrollment by you at a third party (such as Venmo<sup>®</sup> or Paypal<sup>®</sup>) or through us (such as Zelle<sup>®</sup>).

## ACH, WIRE TRANSFERS, AND INSTANT PAYMENTS

This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the State of Illinois ("UCC"). If you originate a funds transfer for which Fedwire is used and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by the Operating Rules for any covered transfer originated by you. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive final settlement of such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited.

If we receive a payment order to credit your Account by wire, instant payment, or ACH, or other fund transfer, such credit will be reflected on your periodic statement, and we are not required to give you any additional notice of the payment order or credit.

## FUNDS AVAILABILITY

When Your Deposits Become Available: Our policy is to make funds from your deposits available as follows: (a) ACH transfers initiated at Byline Bank during the new account application process to be withdrawn from your account at another financial institution or another Byline Account, and deposited to your Byline Bank Account will be available on the fifth Business Day after the transfer date; (b) ACH transfers initiated at Byline Bank through Digital Banking to be withdrawn from your account at another financial institution and deposited to your Byline Bank Account will be available on the Business Day the funds are posted to the Account (refer to the Digital Banking Terms & Conditions); (c) Zelle, other P2P, and accepted instant payments will be available on the day received, (d) wire transfers, electronic direct deposits (initiated at another financial institution and sent via ACH), and other funds transfers will be available to you on the Business Day on which we receive the deposit; (e) cash deposits made in-person at a branch location will be made available on the day of deposit, and (f) funds from other deposited Items, such as checks, will be available on the first Business Day after the day on which we receive your deposit. For deposits made at an ATM, including cash deposits, see the "Deposits at ATMs" section below for the availability schedule.

Once the funds are available, you can withdraw them in cash and we will use them to pay Items that post to your Account. If Items are presented against deposited funds before they become available, the Bank reserves the right to pay or return the Items and to charge you a fee, as described in the "Overdrafts" section.

Determining When Your Deposit Is Received: We determine when your deposit is received using the following guidelines. If you make a deposit on a Business Day before the applicable cutoff time, we will consider your deposit to be received that day. If you make a deposit after the applicable cutoff time on a Business Day, or on a non-Business Day, we will consider your deposit to be received the next Business Day. The cutoff time for deposits made in-person at a branch location is the applicable closing time, which may vary by branch. The cutoff time for deposits made at an ATM is 6:00pm Central Time ("CT"). The cutoff time for deposits made at a Night Depository is 8:00am CT. Check deposits that are mailed to us will be considered received on the Business Day they are actually received and processed by us.

Longer Delays May Apply: In some cases, we will not make all the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$275 of your deposit, however, will be available on the first Business Day. If we are not going to make all the funds available from your deposit on the first Business Day after the day of your deposit, we will notify you at the time of your deposit and tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will send you the notice no later than the Business Day after we receive your deposit.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- a) you deposit checks totaling more than \$6,725 on any one day,
- b) we believe a check you deposited will not be paid;
- c) you have overdrawn your Account repeatedly in the last six months;
- d) you redeposited a check that has been returned unpaid; or
- e) if there is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Special Rules For New Accounts: If you are a new customer, the following special rules will apply during the first thirty (30) days your checking, savings, or money market Account is open. A new customer is defined as a customer who has not had an Account for at least thirty (30) calendar days prior to the new Account opening date.

- a) Funds from ACH transfers initiated at Byline Bank during the new account application process to be withdrawn from your account at another financial institution or another Byline Account and deposited to your Byline Bank Account will be available on the fifth Business Day after the transfer date.
- b) Funds from ACH transfers initiated at Byline Bank through Digital Banking to be withdrawn from your account at another financial institution and deposited to your Byline Bank Account will be available on the Business Day the funds are posted to the Account (refer to the Digital Banking Terms & Conditions).
- c) Zelle, other P2P, and accepted instant payments will be available on the day received,
- d) Funds from wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you must use a special deposit slip). The excess over \$6,725 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees with a special deposit slip, the first \$6,725 will not be available until the ninth Business Day after the day of your deposit.
- d) Funds from cash deposits made in-person at a branch location will be available on the day of deposit, electronic direct deposits, and other funds transfers into your Account will be available on the Business Day we receive the deposit.
- e) For deposits made at an ATM, including cash deposits, see the "Deposits at ATMs" section below for the availability schedule.
- f) Funds from all other deposits will be available nine (9) Business Days after the day of deposit.

DEPOSITS AT ATMs: For cash deposits made at Byline Bank ATMs (as defined in Electronic Transfers Section 1), funds will be available on the day we receive the deposit. For check deposits at Byline Bank ATMs, funds will be available on the first Business Day following the day we receive the deposit. Cash deposits made at other ATMs where the feature is available, will be available on the Business Day we receive the deposit.

## WITHDRAWALS

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

- 1. You can write a check if you have a checking or money market Account. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of

restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

Our check payment process is highly automated, and we receive checks in great volume. Although we inspect some checks and other Items from time to time, at our discretion, you agree that reasonable commercial standards do not require us to do so. If we return a check because we believe it was not authorized by you, we are not liable to you even if the check was actually authorized. We have no duty to prevent a check from being presented more than once.

2. You can use a withdrawal ticket if you have a savings, checking, or money market Account. If your savings Account is evidenced by a passbook, you must present this passbook when making deposits or withdrawals. At the Bank's discretion, you may make transactions without this passbook but you should present your passbook as soon as possible for entry of these transactions by the Bank. The balance shown in your passbook, on your statement, or on a receipt will not be considered final until verified by us in comparison with our books and records.

As a day-to-day practice, the Bank allows withdrawals from savings and money market Accounts at any time without prior notice. Bank does reserve the right, however, to demand and receive at least seven (7) days prior written notice that a withdrawal is going to be made from any savings or money market Account, as provided for by federal law. If at any time we require seven (7) days' notice, we will have the right to return any unpaid checks for which notice has not been given and we will not incur any liability in so doing.

3. Subject to such restrictions as may be imposed by the Bank, you may use your Card at any ATMs that are part of the networks listed on the Personal Product & Service Fees Schedule, and such other terminals as the Bank may designate, to perform any transactions permitted by the terms of your Account that the ATM will perform.

#### **POST-DATED AND STALE-DATED CHECKS**

We are not responsible for payment of a check before its due date, even if we had knowledge that it was post-dated. We reserve the right to pay a check even if it is more than six (6) months old (i.e., a stale-dated check).

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

Customer agrees that Bank will not be obligated to cash any checks issued on an Account that are presented at its counters, and that it will not be a wrongful dishonor for Bank to refuse to cash any checks presented at its counters.

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

#### **STOP PAYMENTS**

Checks: If you wish to stop payment on a check you have written, you must complete a Stop Payment Request or you must notify the Bank and this notification must be accepted by the Bank before the check is paid. A Stop Payment Request may apply to either a continuous range of checks or a single check. The Stop Payment Request can initially be made by phone or in writing and must include the check number, date, amount, and payee of the check. The Stop Payment Request will become effective twenty-four (24) hours after the Bank's acceptance. We may send you a written confirmation of your Stop Payment Request. Your Stop Payment Request will be considered confirmed either twenty-four (24) hours after Bank's acceptance or upon Bank sending you a written confirmation, as applicable. We may rely on the information in the written confirmation unless you notify us immediately of any errors. A confirmed Stop Payment Request is binding upon the Bank for only one hundred and eighty (180) calendar days unless renewed in writing. When the Stop Payment Request expires, we may pay the Item and have no duty to notify you. Except under certain circumstances as provided by law, you may not issue a stop payment on or instruct the bank to stop payment on a cashier's or certified check. If we allow you to stop payment on a cashier's or certified check, you must complete forms we provide to you. We are not responsible for Stop Payment Requests with incorrect information. Any joint owner or authorized signer can release a Stop Payment Request previously requested on the Account. If you have a joint Account, we will accept a Stop Payment Request or the release of a Stop Payment Request, from any of the joint owners regardless of who signed the check. Please refer to our Personal Product & Service Fees Schedule for the current service fee for each Stop Payment Request you give us.

Cash or One Time Debit Transactions: You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the Card for one time debit transactions, and we have no obligation to honor any such Stop Payment Request by you.

Preauthorized Transfers: If you have told us in advance to make regular payments out of your Account to a third party, you can stop any of these payments by calling or writing us at the contact information listed at the end of this Agreement.

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

#### **FOREIGN ITEMS**

We reserve the right to refuse items payable in foreign currency or drawn on a foreign bank located outside the United States ("Foreign Items"). If we accept a Foreign Item, we may accept it for collection only and you bear all risks associated with the collection of the Item, including any fees charged by other financial institutions associated with collection and any exchange rate risk. We may not credit funds from a Foreign Item to your Account until the first Business Day after we receive final payment for such funds from the paying institution. The paying institution determines if and when it will pay a Foreign Item. The Funds Availability Policy does not apply to Foreign Items. See Personal Product & Service Fees Schedule for more information.

#### **FEES**

Monthly Service Fees: We have the right to require that a minimum balance be maintained in your Account. If that balance is not maintained, a monthly service fee may be assessed. It is agreed that an Account, whether active or dormant, shall be subject to monthly service fees adopted by the Bank and may be changed from time to time. Such fees may be deducted from your Account and the Bank shall not be liable for dishonoring checks, drafts, notes, or other instruments because of insufficient funds resulting from the deduction of such monthly service fees.

Notice on Monthly Service Fees: If a service fee is assessed on the last day of your Account cycle, the service fee will be debited from your Account. If your Account does not have sufficient funds to pay this service fee, we will only deduct the portion of the fee that will bring your Account to \$0, so as not to overdraw your Account. If at any time within the next statement cycle, the Account has sufficient funds to recover the remaining service fee amount due, your Account will be debited to recover this amount. This will be reflected on your statement as a prior recovery of the fee assessed.

Deposit Fees: If there are special fees for collecting the Item(s) you deposit, you promise to pay them. If we do not receive final payment for any Item we cash for you or accept for deposit to your Account, we will charge your account for the amount of the Item plus any fees we incur in attempting to collect the Item.

Please review the Personal Accounts Brochure, Personal Product & Service Fee Schedule, any additional product and service fee schedule, deposit or CD rate sheets, and any other Account documents or disclosures that are provided to you for more information. These documents are available upon request.

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

What is a Substitute Check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that

we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your Account is an interest bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please write or call us at the contact information located at the end of this Agreement. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- a) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- b) An estimate of the amount of your loss;
- c) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- d) A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

## **ACCOUNT OWNERSHIP TYPES**

### **INDIVIDUAL ACCOUNT**

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

### **JOINT ACCOUNT**

If you open a joint Account, any or all of the joint owners can make deposits or withdrawals. All funds deposited to a joint Account shall be owned by all joint owners. When we do business involving a joint Account, we can act on the instructions of any one or more of the joint owners. We will accept phone transfers between Accounts within our Bank as long as the funds are available and the person initiating the transfer request is an authorized signer or Account owner on the Account to be debited. We will continue to follow these instructions until we receive written notice to change them. Any transactions that occur before we receive written notice of a change of instructions will be binding on all joint owners. We have the right to endorse any checks, drafts, or other orders for the payment of money made out to any of the joint owners. Once endorsed we can deposit them into the joint Account, or you can endorse them for deposit by using a stamp to show a general endorsement for the Account. You agree that any money in this Account can be paid to any one or more of the joint owners, whether or not the other owners are alive at the time of the payment. If we make a payment following these rules, you release us from liability. You agree that it is your intention to create a joint tenancy with the right of survivorship (a form of ownership) in this Account and that if one or more of the joint owner(s) die(s), his or her interest in the Account passes to the remaining owners. Note: Once a joint Account is opened, one owner cannot remove another from the title of the account, except in the case of a deceased joint Account owner.

Each joint account owner will be both individually and jointly responsible for any obligations which arise from use of the Account(s) or related Card. Any notice

which we give will be sufficient if given in writing and mailed to any one of the joint account owners at the address to which your Account statements are sent. Any notice required by you to the Bank will be effective and sufficient when the Bank receives such notice from any one joint account owner.

### **TOTTEN TRUST ACCOUNT**

If the deposit has been made by you, the owner(s), as trustee(s) for one or more beneficiaries without presenting formal trust papers and you have completed and signed the proper signature card or completed other Account documentation, this deposit will be treated as a Totten Trust Account. During your lifetime, you may deal with this Account as your own, and joint owners have the same rights and obligations as joint owners of a Joint Account. You may change the designated beneficiary, but if you wish to do so, you must complete and sign a new signature card or complete other Account documentation, which names the new beneficiary. Upon the death of all Account owners, the beneficiaries shown on the Account who survive the Account owners and/or who lawfully exist (for non-individuals) will become the owners of the Account. Upon our receipt of proof of death of all owners and additional documents required by us, the funds will be distributed to each beneficiary (or their representative or estate as applicable) who survives the owner. If there are no eligible beneficiaries, title to the Account will vest in the estate of the last surviving owner.

### **UTMA DISCLOSURE**

If this account is a Uniform Transfer/Gift to Minors Act (UTMA/UGMA) savings account, you agree that this account will be governed by the Uniform Transfer/Gift to Minors Act of the state where the account is opened. All funds deposited in the account irrevocably become the property of the minor but are to be managed for the minor's benefit by the custodian until the minor reaches the age of 18 or 21, depending on state law, at which time the custodian is responsible for distributing the funds to the minor. Only one custodian (who must be 21 or older) and one minor are allowed per account. The law imposes certain fiduciary and record keeping obligations on an UTMA/UGMA account custodian and requires that interest earnings are reported to the IRS under the minor's Social Security Number.

### **ACCOUNT FOR MINORS**

For an Account established by or for a minor, the Bank reserves the right to require the minor Account owner to have a parent/guardian joint Account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Bank for any returned item, overdraft, or unpaid charges or amounts on such Account. The Bank may make payment of funds directly to the minor without regard to his or her minority upon consent of the parent/guardian joint owner. The signature card will serve as the consent in regard to withdrawals by the minor. The Bank has no duty to inquire of the use or purpose of any transaction by the minor or joint Account owner.

### **INDIVIDUAL RETIREMENT ACCOUNTS AND HEALTH SAVINGS ACCOUNTS**

For Accounts opened under an Individual Retirement Account ("IRA") or Health Savings Account ("HSA") Plan Agreement, the IRA or HSA is governed by this Agreement and the applicable Plan Agreement and disclosures.

### **ADDITIONAL ACCOUNT OWNERSHIP TYPES**

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

## **GENERAL RULES COVERING CHECKING, MONEY MARKET, AND SAVINGS ACCOUNTS**

### **STATEMENTS**

For checking, statement savings, and money market Accounts, a monthly statement will be sent to you summarizing the activity of your Account.

For passbook savings Accounts, you will get a monthly statement (unless there are no Electronic Transfers in a particular month. In any case, you will get a statement at least quarterly). Additionally, Account activity is summarized in the passbook. The amount shown in the balance column of the passbook is for the guidance of the depositor and is not to be taken as correct unless verified by comparison with the books of the Bank. You should bring your passbook to us, so we may record any Electronic Transfers that were made to your account since the last time you brought in your passbook. Only one book will be issued to joint depositors. If your passbook is lost, stolen, or destroyed, you must notify the Bank at once. The Bank retains the option to require a thirty (30) day waiting period before it permits withdrawals from the Account or issues a new passbook. The Bank may require you to furnish an Indemnity Bond as a condition to any such

withdrawal or new passbook. In addition, a fee may be charged for each lost passbook.

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

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

#### **OVERDRAFTS**

We have no obligation to pay any Item unless you have sufficient funds available in your Account to pay the Item when it is presented. If there are insufficient funds in your Account to pay an Item, we may pay the Item and create an overdraft in your Account. If this happens, we may charge you a Non Sufficient Funds Item Paid fee and a Continuous Overdraft Fee, as applicable. In the alternative, we may return the Item for insufficient funds and, in these circumstances, we may also charge you a Non Sufficient Funds Item Return fee. A previously presented Item is treated as a new Item if presented for payment again, however, the represented Item will not be charged a Non Sufficient Funds fee. Please review our Personal Product & Service Fees Schedule for more information.

Bank makes the decision to pay or return an Item in a single determination between the time the Item is presented to Bank by any means or Bank receives notice of it, and the time Bank is required to pay or return the Item.

An overdraft in your Account, regardless of the reason for the overdraft, is a "Debt" as defined in the Setoff and Security Interest Section and is immediately due and payable by you, without demand or notice by us.

If you have enrolled in one of our overdraft protection services, the terms and conditions specific to that service will control payment of applicable overdrafts to the extent of a conflict with the provisions in this section above.

#### **OVERDRAFT PROTECTION**

We offer an optional overdraft protection service ("Overdraft Protection") that allows you to help cover overdrafts in your deposit Account ("Protected Account") by linking it to another deposit Account with us that you own ("Funding Account"). If your Protected Account does not have enough available funds to cover incoming debit Items, we will transfer available funds from your Funding Account to try to cover the negative balance and pay the Items.

Eligible Accounts: Checking Accounts, money market Accounts, and savings Accounts are eligible to be a Protected Account and a Funding Account. An Account may be both a Protected Account and a Funding Account at the same time. A Funding Account may protect more than one Protected Account. Individual Retirement Accounts and UTMA/UGMA Accounts are not eligible for enrollment in Overdraft Protection.

Enrolling in and Canceling Overdraft Protection: You must enroll to use Overdraft Protection. Enrollment is available in person at a branch, or by calling us at the contact information at the end of this Agreement. Any owner of both Accounts may enroll in Overdraft Protection without the consent of or notice to other owners. In the case of Accounts maintained by a representative, such as a formal trust or estate, accounts owned by the same person may be enrolled in the service by any authorized signer. Any owner or authorized signer of the Protected Account or Funding Account may cancel Overdraft Protection by either canceling the service or closing either Account, without the consent of or notice to other owners. You may cancel Overdraft Protection in person at a branch, or by calling us.

If either the Funding Account or Protected Account is closed for any reason, the service will be automatically terminated without notice to you.

Transfers: Overdraft Protection transfers occur once per Business Day. If there are funds available in the Funding Account, we will automatically transfer enough funds to bring your Protected Account balance to zero. If there are enough funds available to cover some but not all Items in the Protected Account, Items will be processed for payment in accordance with our processing order and overdraft rules. We may exercise our discretion regarding whether to pay or return certain Items. In this case, your Protected Account may become overdrawn, and you may be charged Non Sufficient Funds Item Paid Fees, Non Sufficient Funds Item Returned Fees, and Continuous Overdraft Fees, as applicable, as disclosed on the Personal Product and Service Fees Schedule. If there are not enough available funds in the Funding Account to cover Items presented for payment on both the Protected Account and the Funding Account on the same day, Items presented

against the Funding Account will be processed and to the extent of the available funds, paid first. We will not transfer more than the available balance in the Funding Account. Even if funds available in the Funding Account are not enough to pay any or all Items presented, the service will transfer the funds. Once enrolled, you authorize us to transfer funds as described in this Section.

There is no charge to enroll in or use Overdraft Protection. There is no extension of credit with Overdraft Protection. We may, at our discretion, suspend the service without notice, unless required by law, including for example if there is a legal restriction or hold on the Protected or Funding Account.

#### **PROCESSING ORDER**

We will process credits before debits. Debits may not be processed in the order in which they were received or occurred. The order in which the transactions are received and processed can affect the total amount of overdraft fees, including Non Sufficient Funds fees, incurred. Instant payments, are processed when we accept them.

#### **INTEREST**

For interest bearing Accounts, interest will be credited or paid in accordance with the following general rules. For each statement cycle during which you maintain the balance or average available balance which we have established, the money deposited in your Account will earn interest at our current rates. WE RETAIN COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH WE DETERMINE THE ANNUAL PERCENTAGE YIELD.

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

A rate will be applied to the daily balance in your Account during each statement cycle. Interest begins to accrue on the Business Day a deposit is received. Interest-bearing Accounts, excluding certificates of deposit, closed during a statement cycle will not earn accrued interest for that period.

#### **INCOME TAX REPORTING**

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

#### **ELECTRONIC TRANSFERS**

This disclosure is given in compliance with federal law and applies to consumer Accounts held by individuals in which electronic deposits, withdrawals, transfers and electronic bill payment services are accepted.

#### **ELECTRONIC TRANSFER TYPES**

For purposes of the Electronic Transfers Section of this Agreement, the following are considered "Electronic Transfers".

ATM and Mastercard® Debit Card ("Card") ATM Transactions: If you obtain a Card, you can use your Card at Byline Bank ATMs and other ATMs that are part of the networks listed on the Personal Product & Service Fees Schedule to make the following transactions\*:

- a) Withdraw cash from your checking, money market, or savings Account.
- b) Deposit cash or checks to your checking, money market, or savings Account at Byline Bank ATMs on Bank premises, and deposit cash at non-Byline Bank ATMs where the feature is available.
- c) Transfer funds between your checking, money market, or savings Accounts.

\*Some of these services may not be available at all ATMs or to all customers. "Byline Bank ATMs" are ATMs that have the Byline Bank logo.

All withdrawals, deposits, and funds transfers are subject to the rules and agreements which govern such transactions except as specifically modified by

this Agreement. By using the Card, you authorize us to credit or charge your Account with deposits, withdrawals and funds transfers initiated through the use of an ATM. All transactions initiated through the use of an ATM are subject to actual receipt and verification and the time necessary to process them. All deposits, including deposits of cash, are subject to our Funds Availability Policy. Any withdrawal, deposit, or funds transfer made on a non-Business Day or after the close of business on a Business Day may not be processed until the next Business Day.

**Card Point-of-Sale ("POS") Transactions:** You may also qualify to use your Card to access your Accounts for purchases or cash-back withdrawals above the purchase price. If you qualify, you may:

- a) Use your Card to purchase goods or pay for services with merchants who display a Mastercard logo that is on your Card. Other networks through which you may use your Card to purchase goods or pay for services include: Maestro, Cirrus, NYCE, and STAR.
- b) Use your Card, with your PIN, to withdraw cash-back above the purchase price of goods or services with some merchants who display a network logo that is on your Card.

**24-Hour TeleBanker Telephone-Initiated Banking System:** With the use of a touch-tone telephone and other identifying information, you may transfer funds to or from your checking, money market, or savings Account(s).

**Online Banking:** Certain fund transfers and payments through Online Banking. You may enroll in and access Online Banking through the Bank's website, which is listed at the end of this Agreement. Refer to the Digital Banking Terms and Conditions for additional information.

**Mobile Banking:** Certain fund transfers and payments through Mobile Banking. You may enroll in and access Mobile Banking through the App Store or Google Play on your mobile device. Refer to Digital Banking Terms & Conditions for additional information.

**Electronic Check Conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or money market Account using information from your check to:

- a) Pay for purchases
- b) Pay bills

**P2P Transfers** that you send or receive to your Account.

**Instant Payments:** You may receive instant payments through the networks in which the Bank participates.

## TRANSFER LIMITATIONS

**Frequency and Dollar Amount:** Refer to the Debit Card Agreement, Digital Banking Terms and Conditions for limits on the frequency and dollar amounts on the various electronic transfers.

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

## FEES

Please refer to our Debit Card Agreement and Personal Product & Service Fee Schedule for fees and charges for Electronic Transfers.

## ERROR RESOLUTION

In case of errors or questions about your Electronic Transfers, please contact the Bank at the phone number or address listed at the end of this Agreement as soon as you can. If you have questions having to do with automated withdrawals from your Account, you may contact us at the address or phone number listed at the end of this Agreement.

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about an Electronic Transfer listed on it. We must hear from you no later than sixty (60) calendar days after we send the FIRST statement on which the problem or error appeared. Please report the following:

1. Your name and Account number.
2. The error or transfer you are unsure about and explain as clearly as possible why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we are not required to provisionally credit your Account.

For errors involving new Accounts, or point-of-sale or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

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

## CONTACT IN EVENT OF LOST OR STOLEN CARD

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

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

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an Electronic Transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

**Lost or Stolen Card or Pin:** If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, you have no liability if someone used your Card or PIN without your permission and you exercised reasonable care in safeguarding your Card or PIN from loss or theft. If you notify us of a lost or stolen Card or PIN within two (2) Business Days but did not exercise reasonable care in safeguarding your Card or PIN, you can lose no more than \$50 per occurrence. If you do not tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

**Unauthorized Transfers:** If your statement shows transfers that you did not make, including those made by Card or PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

## DOCUMENTATION OF ELECTRONIC TRANSFERS

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

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

## OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your Account on time or in the correct amount, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough available funds in your Account to make the transfer;



2. If you have money in your Account but the funds are subject to legal process or encumbrance;
3. If the transfer would go over your transaction limit (or the amount in your Account) or your overdraft line established with us;
4. If the terms of your Account limit the number of payments and transfers which may be made during a statement cycle;
5. If an electronic terminal has insufficient cash to complete the transaction;
6. If the services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you started the transaction;
7. If, despite reasonable precautions, circumstances beyond our control (such as fire or flood), prevent the transfer.

There may be other exceptions stated in our agreements with you and you should be familiar with them.

#### **ILLEGAL TRANSACTIONS**

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

#### **FOREIGN TRANSACTIONS**

Purchases and cash withdrawals you make outside of the United States will be charged to your Account in U.S. dollars. The conversion will be done by Mastercard and will either be a rate selected by Mastercard or a government-mandated rate in effect on the day Mastercard processes the transaction. The rate in effect on the processing date may differ from the rate on the date you used your Card. In addition, you will be charged a foreign transaction fee. This fee will be a percentage of the transaction amount processed outside of the United States.

#### **TELEBANKER INFORMATION**

Byline Bank's 24-hour Automated Telebanker makes it easy to access Account information when it's most convenient for you.

With Telebanker, you can:

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

Enrolling into Telebanker is easy. Call 773-244-7000 and select the option available for Telebanker, Byline's 24-hour Automated Telephone Banking System. Be sure to have one of your checking, money market, or savings Account numbers on hand when you call to enroll. During enrollment you will be able to select your own eight (8) digit user ID and a four (4) digit password.

#### **ARBITRATION**

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

#### **SUMMARY**

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

"AAA") in connection with the arbitration. Moreover, in arbitration you are entitled to recover attorney's fees from us to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator's award and will pay your reasonable attorney's fees even when you would not be entitled to recover such fees under applicable law in a court proceeding.

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

#### **SPECIAL DEFINITION OF CERTAIN TERMS**

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

#### **AGREEMENT TO ARBITRATE**

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

#### **CLAIMS SUBJECT TO ARBITRATION**

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

1. Claims arising out of or relating to your Account(s), this Agreement, any other agreement related to your Accounts, including but not limited to disputes relating to the establishment, terms, treatment, operation, handling, limitations on or termination of your Account; any disclosures or other documents or communications relating to your Account; any transactions or attempted transactions involving your Account, whether authorized or not; billing, billing errors, credit reporting, the posting of transactions, payments or credits or collection or garnishment matters relating to your Account; services or benefits programs relating to your Account, whether or not they are offered, introduced, sold or provided by us; advertisements, promotions, or oral or written statements related to (or preceding the opening of) your Account, goods or services financed under your Account or the terms of financing, the application, enforceability or interpretation of this agreement; and any other matters relating to your Account, a prior related Account or the resulting relationship between you and us. Any questions about what claims are subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way the law will allow it to be enforced.
2. Claims arising out of the interpretation, applicability, enforceability, formation, coverage, or scope of this Arbitration Provision, including but not limited to any claim that all or any part of this Agreement or this Arbitration Provision is void or voidable.
3. Claims subject to arbitration include Claims based on any theory of law, whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation, common law, constitutional provisions, respondeat superior, agency or other doctrine concerning liability for other persons, custom or course of dealing or any other legal or equitable ground (including any claim for injunctive or declaratory relief) or any other legal theory;
4. Claims subject to arbitration include not only Claims made directly by you, but also Claims made by anyone connected with you or claiming through you, such as authorized or unauthorized Account owners, cardholders, custodians, users, trustees, successors, assigns, estates, or beneficiaries of Accounts under this Agreement or any prior agreements between you and us, as applicable. Similarly, claims subject to arbitration include not only Claims that relate directly to us, a parent companies, subsidiaries, affiliates, agents, employees, officers, directors, predecessors in interest, successors, assigns, and estates (and the employees, officers and directors of all of these entities), but also Claims for which we may be directly or indirectly liable, even if we are not properly named at the time the Claim is made, and Claims brought against any other person or entity named as a defendant or respondent in a Claim brought by you against us.

5. Claims that arose before the effective date of this Agreement or any prior deposit Account agreement (including, but not limited to, claims relating to advertising, promotions, or disclosures).
6. Claims are subject to arbitration whether they are made independently or with other claims in proceedings involving you, us or others. Claims subject to arbitration include Claims that are made as counterclaims (including but not limited to counterclaims by us to collection amounts in default from you), cross-claims, third-party claims, interpleaders or otherwise, and a party who initiates a proceeding in a court may elect arbitration with respect to any Claim(s) advanced in the lawsuit by any other party or parties.
7. Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class.
8. Claims that may arise after the termination of this agreement, including any judgments or consent judgments that may be entered in a court.

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

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

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

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

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

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

#### **ARBITRATION PROCEDURES**

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

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

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

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

If the value of the relief sought (either to you or to us) is \$25,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. Otherwise, the type of hearing will be determined by the AAA Rules. Any in-person arbitration hearing will take place within the federal judicial district where the address associated with your Account as identified in our records at the time the arbitration is commenced is located or, if that location is inconvenient to you, at some other location that the parties agree is convenient. Regardless of the type of hearing selected, upon the request of either party made prior to the closing of the hearing (or, if there is no oral hearing, prior to or along with submission of final documents to the AAA), the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award, if any, is based. Unless otherwise agreed by you and us, any award will be rendered by the arbitrator not later than fourteen (14) days from the date of the closing of the hearing or, if there is no oral hearing, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator in accordance with the AAA Rules.

#### **ARBITRATION COSTS**

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

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

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

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

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

If we did not make a written offer to settle the Claim(s) before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney payment, respectively, if the arbitrator finds in your favor on the merits of your Claim(s). The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, the alternative payment, and the attorney payment upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits. In assessing whether the arbitrator's award is greater than the value of our last written settlement offer, the arbitrator will not include in his or her calculations the value of any amount awarded for your attorney's fees or expenses. If you amend your Claim after an arbitrator is selected to include new or different Claims or to seek greater relief than you disclosed in your Notice of Dispute, the arbitrator will stay further arbitration proceedings for thirty (30) days, during which time we may make a written settlement offer that is deemed to be effective before the date of the arbitrator's selection for purposes of assessing the availability of the alternative payment and/or attorney payment.

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

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

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

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

#### **OPT OUT PROCEDURES**

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

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

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

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

#### **OTHER REMEDIES**

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

#### **ENFORCEMENT, FINALITY**

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

or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing.

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

#### **SURVIVAL**

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

#### **CONTACT INFORMATION**

Byline Bank  
PO Box 7969  
Carol Stream, IL 60197-7969  
(773) 244-7000  
bylinebank.com

# DEBIT CARD AGREEMENT

## ATM/DEBIT CARDS

Each person who activates a Card agrees to be bound by these rules, in addition to the terms and conditions of the Agreement and any additional terms and conditions, disclosures, and rules governing your Card. All definitions, terms, conditions and disclosures that govern your Account (whether set forth in this Agreement, in any related rules and regulations or otherwise) also apply to the Card except where these rules provide differently. Your retention of, signature on, or use of the Card constitutes your agreement with these rules, as amended from time to time.

## DEBIT CARD TERMS OF USE

**Card Ownership and Termination:** The Cards we issue remain our property at all times and, if we request, you must recover and surrender all Cards we issued to you. We may terminate your right to use the Cards at any time for any reason.

**Using the Card:** You may use your Card to purchase goods or services wherever the Card is accepted by: (a) initiating a signature transaction and signing for the sale at the merchant location; or (b) using your PIN at a point-of-sale ("POS") terminal; or (c) using your Card through a mobile wallet; or (d) providing your Card information to an online merchant. You may also use your Card to withdraw cash or make deposits to or from your Account at our facilities or any bank or other financial institution which honors the Card. We have no obligation and no liability to you if anyone refuses to honor the Card or if, for any reason, you cannot make a cash withdrawal from or a deposit at an ATM.

**Authorization to Debit or Credit the Account:** Each time your Card is properly used, you authorize us to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and we are permitted to handle such sales drafts, orders and vouchers in the same way we handle authorized checks drawn on your Account.

**Access and Limitations:** You agree that you will use the Card only if the available balance in your Account will be sufficient to pay the amount of the purchases, cash withdrawals and ATM transactions.

You agree that any purchase or cash withdrawal may be subject to authorization by us or by a Mastercard® authorization center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your approval limit.

Upon request, you will be obligated to pay us the amount of any money, property or services obtained by the authorized use of the Card to the extent that we are unable to charge such amounts to the Account. You also authorize us to charge the amount of any such obligation to any other of your Accounts with us.

You may make only ten (10) cash withdrawals from ATMs each day. You can make fifteen (15) point-of-sale transactions each day.

You may withdraw up to \$510 from ATMs each Business Day. ATM withdrawals and point of sale transactions using your Card and PIN have a combined total limit of \$2,510 per Business Day. You may buy up to \$5,000 worth of goods or services each Business Day you use the Card for signature-based transactions.

### LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS FOR STUDENT ACCOUNTS.

Notwithstanding the limitations stated above, if you have a Student Checking Account, you may withdraw up to \$260 from ATMs each Business Day. Withdrawals and point of sale transactions using your Card and PIN have a combined total limit of \$760 per Business Day. You may buy up to \$500 worth of goods or services each Business Day using your Card for signature-based transactions.

**Holds:** When you use your Card, a hold will be placed on your Account. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other Account purposes, and we have the right to return checks or other Items presented against your Account to maintain sufficient funds to cover any hold or to pay for any previously authorized transactions. The hold will be released when the transaction is settled through our system, and you agree to maintain sufficient available funds on deposit in the Account to cover all previously authorized transactions. The hold may continue for up to three (3) Business Days, even, for example, if you do not purchase any goods or services for which authorization was obtained.

**Joint Account; Notices:** If your Account is owned jointly with one or more other persons, each of you will be both individually and jointly responsible for any obligations which arise from use of the Card. Any notice which we give will be sufficient if given in writing and mailed to any one of the joint owners at the address to which the Account statements are sent.

**Foreign Transactions:** Purchases and cash withdrawals you make in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion will be made in accordance with Mastercard operating regulation and conversion rates for international transactions. The conversion rate may not be the same as on the transaction date. In addition, you will be charged a foreign transaction fee that is a percentage of the transaction amount. Please see the Personal Product & Service Fees Schedule for details.

**Fees and Charges:** When you use an ATM not owned or operated by us, we may charge a fee and you may also be charged a fee by the ATM operator and/or ATM network used. Fees may be charged for a balance inquiry even if you do not complete a funds transfer. Please note that fees charged by other ATM operators or ATM networks are outside of the Bank's control and may be charged at any time.

Card transactions are accepted at millions of locations worldwide where the Mastercard logo is displayed. We do not charge transaction fees for your domestic Card purchases.

Please refer to our Personal Product & Service Fee Schedule for fees and charges for conducting certain transactions at ATMs or POS terminals not owned or operated by us or for conducting international card transactions.

You authorize us to deduct any applicable fees directly from your Account.

## OTHER PROVISIONS APPLICABLE TO CARDS, ACCOUNTS AND YOUR MOBILE WALLET

**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.

**Changes to These Rules:** We may at any time cancel your privilege to use your Card, and we may list the Card in cancellation bulletins. Any such cancellation shall be (subject to compliance with any applicable law concerning notice) effective upon mailing of a notice of such amendment to you at the address to which your Account statements are sent or emailing it to you.

## CONTACT INFORMATION

Byline Bank  
PO Box 7969  
Carol Stream, IL 60197-7969  
(773) 244-7000  
bylinebank.com

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



## Personal Product & Service Fees Schedule

Early Account Closure Fee (Charged for accounts closed within 90 days of opening.)	\$25	Safe Deposit Box Late Fee	\$5.00 per month (maximum \$15.00 per contract year)
Overdraft Protection	FREE	Safe Deposit Box Key Replacement	\$10.00 + cost
Statement Copy	No Charge	Safe Deposit Box Drilling	\$150.00 per box/drill
Cashier's Check	\$10.00 per check	Savings Passbook Replacement	\$10.00
Check Cashing (non-customer)	1.50% of check amount	Signature Guarantee	\$25.00 per guarantee
Check Printing Fees	Varies	Stop Payment Fee	\$35.00 per order
Coin Counting	3% over \$250.00	External Transfer Fee <sup>4</sup> (appears on statement as Transfer Fee)	\$5.00
Counter Check	\$4.00 per page of 4	Card Foreign Transaction Fee	3% of transaction
Deposited Item Returned	No charge	Debit Card – Expedited Delivery	\$45.00
Dormant Fee (Monthly) Checking and Money Market Accounts – One (1) Year	\$5.00	ATM Transaction Fees Byline ATMs – FREE AllPoint Network ATMs – FREE Network ATMs <sup>5,6</sup> – First 3 transactions per statement cycle are FREE; then \$3.00. Other ATMs <sup>6</sup> – \$3.00	
Savings Accounts – Two (2) Years		Trustee Transfer Fee (IRA, HSA, SEP or KEOGH)	\$50.00
Foreign Item Collection <sup>1</sup>	\$100.00	Incoming Wire Fee	\$15.00
Legal Notice Processing Fee	\$150.00	Domestic Wire Fee	\$30.00
Online Banking and Bill Payment Service	FREE	International Wire Fee	\$50.00
Non-Sufficient Funds (NSF) Item Paid <sup>2</sup>	\$36.00		
Non-Sufficient Funds (NSF) Item Return <sup>2</sup>	\$36.00		
Continuous Overdraft (OD) Fee <sup>3</sup>	\$5.00		
Personal Money Order	\$5.00		

The fees above are considered per item, transaction, request, notice, transfer, check, card, or passbook as applicable, unless otherwise noted.

1. Additional Fees apply based on the paying bank.
2. You will be charged up to a maximum of five (5) NSF items per day for overdrafts greater than \$5.00. This maximum includes NSF Items Paid, and NSF Items Returned.
3. A Continuous Overdraft Fee of \$5.00 will be charged on the fifth consecutive Business Day an Account is overdrawn, and on every Business Day thereafter that the Account remains overdrawn for a period of thirty (30) Business Days, from the date in which the Account originally became overdrawn.
4. Applies to External Transfers initiated directly with the bank and does not include External Transfers initiated through Online Banking
5. Network ATMs are ATMs bearing any of the following trademarks: Mastercard®, Maestro, Cirrus, NYCE, and STAR.
6. You may be charged a fee by the ATM operator.

The Personal Product & Service Fees Schedule is effective 1/12/2024 and is subject to change. Fees may reduce earnings.