

BYLINE BANK DIGITAL BANKING TERMS AND CONDITIONS

BYLINE BANK DIGITAL BANKING TERMS AND CONDITIONS (this “**Agreement**”) set forth the terms and conditions governing the Byline Bank digital banking service (“**Digital Banking**” or “**Digital Banking Service**”). By selecting “Agree” on the Digital Banking Enrollment page, or using Digital Banking, you agree to the terms and conditions of this Agreement, and your acceptance of this Agreement on one computer or Mobile Device constitutes your acceptance on any computer or Mobile Device (defined below) that you may use to access the Digital Banking Service. As used herein, the terms “**we**,” “**us**,” “**our**,” and the “**Bank**” refer to Byline Bank. “**You**,” and “**your**” refer to each individual, or business or other entity who enrolls in or uses the Digital Banking Service. The Digital Banking Service includes Mobile & Online Banking, Bill Payment, Mobile Deposit, Funds Transfer and all other products and services provided through the Digital Banking Service. Each of your Accounts is also governed by the applicable Deposit Account Agreement and Disclosures (“**Deposit Account Agreement**”), loan agreement, and/or other applicable terms and conditions and disclosures (all collectively referred to as “**Other Agreements**”).

The topics covered by this Agreement include, but are not limited to:

- Your obligations to us as a user of Digital Banking;
- Our obligations to you as the provider of Digital Banking;
- Limitations on our liability to you as the provider of Digital Banking.

If this Agreement conflicts with or is inconsistent with another agreement with us, then the Other Agreement will control and take precedence, unless this Agreement specifically states otherwise and with respect to provision of, and access to Digital Banking. The Other Agreement will only control with respect to the Account or service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

Note, this Agreement provides certain consumer protections for our customers who are individuals who use the Digital Banking Service for personal, family or household purposes (“**Consumers**”); those consumer protections do not apply if the Digital Banking Service is used by businesses or other entities, for business Accounts, or for business purposes.

I. DEFINITIONS

In addition to those terms defined throughout this Agreement, the following terms when used in this Agreement shall have the following meanings:

“**Account**” or “**Accounts**” means your deposit, credit or other account or accounts with us that are eligible to be accessed through the Digital Banking Service, as we may determine from time to time.

“**Applicable Law**” means, as applicable to the Digital Banking Service, or a party, collectively, (i) any state, federal, and local laws, rules, regulations and other laws, (ii) operating rules and operating guidelines established by the National Automated Clearing House Association (“**NACHA**”), and any other money transfer or electronic payments system or network, check clearing organization and payment clearinghouse used by Bank in connection with your transactions (collectively, “**Operating Rules**”), (iii) the operating circulars of the Board of Governors of the Federal Reserve Board (“**Federal Reserve Board**”), and (iv) any control or sanction administered by the Office of Foreign Assets Control, as amended from time to time.

“**Bill Payment**” or “**Bill Payment Service**” means the bill payment services described in this Agreement offered by us.

“**Bill Payment Account**” is the checking or money market Account from which Payments will be debited.

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

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

“**Deliver By Date**” is the date that you request the Payment is completed and delivered to the Payee. Deliver By Date is also referred to as “**Deliver On Date**” in Digital Banking.

“Document” means each disclosure, notice, application, agreement, promissory note, or other evidence of debt, change in terms, amendment, supplement, brochure, undertaking, fee schedule, periodic account or other statement, inquiry, request, response to a claim, transaction history, privacy policy or notice, fund transfer or other transaction authorization, confirmation, tax form, or other record, document or information of any kind we may provide or display to you, or that you may sign or submit or agree to at our request, either now or in the future, which is related to the deposit products or loans, the Digital Banking Service, or other products and services that the Bank offers.

“EFT” means an electronic fund transfer. EFT, for purposes of Digital Banking means, a Payment, a Zelle® transfer, an external transfer and an internal transfer except for recurring internal transfers.

“Funds Transfer Service” means the transfer of funds between any your Accounts with us, or between your Account with us and any of your accounts at another financial institution, as further described in this Agreement.

Losses means any claims, demands, causes of action, direct, incidental, consequential, exemplary and indirect damages and other of any kind, costs, expenses (including reasonable attorney fees, court costs and other legal expenses), fines, penalties, liabilities and other losses.

“Mobile Application” is the Bank mobile application or other software that you must download on your Mobile Device to access Mobile Banking.

“Mobile Banking” means the Digital Banking Services that are offered and accessible through the Mobile Application, using your Mobile Device and the Internet, as described in this Agreement.

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

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

“Online Banking” means the Digital Banking Services that are offered and accessible directly through the Byline Bank website, through use of the Internet, as described in this Agreement.

“Payee” is the individual or entity for whom a Payment Instruction is submitted to receive payment of the funds or is the person from which you receive electronic bills.

“Payment” means a bill payment sent in accordance with a Payment Instruction.

“Payment Due Date” is the date on which a Payment is due, as set by the applicable Payee and stated on each paper or electronic statement or bill.

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

“Repeating Payment” means automatic repeating Payments to the same Payee.

“Required Communication” means a Document we are required by law to provide to you in writing, such as certain disclosures, statements, authorizations, and confirmations.

“Scheduled Payment” means a Payment scheduled through the Bill Payment Service.

“U.S.” means United States of America.

“User ID” means an identification code, Login ID, or username needed to access Digital Banking.

II. DIGITAL BANKING SERVICES GENERALLY

A. Accessing the Digital Banking Service

To access your Accounts through the Digital Banking Service, you must have at least one Account and you must be an owner of or authorized signer on such Account. By using the Digital Banking Service, you agree that we are authorized to complete each transaction initiated electronically through the Digital Banking Service, including but not limited to funds transfers and Payments and that this Agreement replaces any requirements you may

have otherwise imposed on your Accounts, including multiple signature requirements. We reserve the right to deny you access to the Digital Banking Service for any reason, including but not limited to our inability to verify your identity.

B. Digital Banking Service Features and Base Services

With the Digital Banking Service, you can manage your personal and/or business Accounts from your computer or Mobile Device. Digital Banking includes, but is not limited to the following features and Services:

- Accounts & Transactions: View Account details and balances and review transaction history
- Transfers: Transfer money between your eligible Accounts
- External Transfers: Manage external accounts and transfer money between your eligible Accounts and your eligible accounts at other financial institutions (available for Consumer Accounts only).
- Financial Tools: Categorize transactions, view external accounts in one place and use budgeting and spending tools
- Alerts: Customize account, history and online transaction alerts. Set delivery preferences for security alerts.
- Manage Cards: Turn debit cards ("Cards") on/off, report Cards lost/stolen, replace Cards, set travel notifications, view Card limits and setup Card controls and alerts.
- Bill Pay: Pay bills using Bill Payment
- Loan Payments: Make or schedule loan payments
- Zelle®: Send or receive money using Zelle®
- Stop Payments: Stop payment on checks
- Documents: Electronically view Documents, including Account statements and notices
- Secure Messaging: Communicate directly with us via Secure Messaging within Digital Banking
- Self-Service: Re-order checks, update contact information, change User ID and password, enroll in Text Banking and perform other self-service account maintenance

Certain products, services, and/or features may not be available for all Accounts. Our standard limits are set forth in this Agreement. If you need higher limits for any services, please contact us at (773) 244-7000.

C. User ID and Password

As part of your enrollment in the Digital Banking Service, you will create a User ID and password. You will use the User ID and password (or face/touch ID or passcode on the Mobile Application, subject to enrollment) at the time of each subsequent login to the Digital Banking Service. For security purposes, it is recommended that you memorize your password and do not write it down. You may change your password or User ID from within the Digital Banking Service. We recommend you change your password regularly and may require that you change your User ID and password from time to time. We may set standards for your User ID and password. We recommend that you select a unique User ID and password combination for use only with the Digital Banking Service.

You are responsible for keeping your User ID and password confidential. You agree to protect the security of your User ID and password, any other personally identifiable information and your computer or Mobile Device. You should not give anyone your User ID and password. We are entitled to act on a transaction and other instructions received using your User ID and password, and you agree that the use of your User ID and password will authenticate your identity and verify the instructions you have provided to us for the transaction(s), including transactions made using your Mobile Device. If you authorize other persons to use your User ID and password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing (by mail or Secure Message) or contacted us at the number provided at the end of the Agreement, that you have revoked the authorization and changed your User ID and password. Except as otherwise provided by this Agreement or under Applicable Law, you are responsible for any EFTs or other transactions made by any person you authorize until you notify us that such person is no longer authorized to make transfers or give instructions regarding your Account(s) and change your User ID and password. We will act promptly to implement any change to your User ID and password but will have no responsibility for any transaction made under your former User ID and password during the transition.

WE WILL NEVER REQUEST YOUR USER ID OR PASSWORD. IF YOU ARE EVER CONTACTED BY ANYONE ASKING FOR YOUR USER ID OR PASSWORD, YOU SHOULD REFUSE AND IMMEDIATELY CONTACT US. YOU MAY BE THE TARGET OF ATTEMPTED IDENTITY THEFT OR FRAUD. If you believe that your User ID or password or other means to access your Account, including your Mobile Device, has been lost or stolen or that someone may attempt to use the Digital Banking Service without your consent, you must notify us at once by calling us at (773) 244-7000 or writing us at PO Box 7969, Carol Stream, IL 60197-7969. In case of emergency, telephoning is the best way to contact us.

D. Secure Access Code Security

From time to time, we may provide you a secure one-time access code ("Secure Access Code"), or 2-factor authentication code, to login to Digital Banking, conduct a transaction, or obtain information. Secure Access Codes are auto-dialed SMS text messages, or auto-dialed and pre-recorded or artificial voice calls, and are sent for security purposes and you consent to receiving them. If you choose to opt-out of receiving Secure Access Codes, you will not be able to complete the activity or use Digital Banking. If you have any questions, call (773) 244-7000. You can also text the word HELP to 86434 to get additional information. You may text the word STOP to 86434. To re-enroll in Secure Access Codes, text START to 86434. Your Secure Access methods are independent of your contact record and must be updated separately.

E. Additional Security

We may require additional security procedures to login to Digital Banking and for certain Accounts, services or transactions. These additional security procedures may require special hardware, software or third-party services. We may also offer you additional, optional security procedures. Additional security procedures may include, but are not limited to, personal reference questions and answers, random number generators, or tokens. We may also require the use or activation of specific applications, Internet browser software or mobile operating system features, plug-ins and add-ons, to use Digital Banking. These could include Java Script support and "cookies." To enable and enhance secure access to Digital Banking, we may also access detailed information about the computers and Mobile Devices you use to access Digital Banking. This could include telephone numbers and unique internal and network identifiers for your computers and Mobile Devices. We also use cookies and other technology for information security and other purposes.

The Digital Banking Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet.

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

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

E. Use of Geolocation

We reserve the right, at our sole discretion, to obtain your location through your browser or Mobile Device and use such location information for fraud prevention and other purposes. If you do not consent to our obtaining and using your location information, you will not be able to use certain functionality within Mobile Banking. For more information on how we use your location, please see our [Privacy Policies](#) and our [Mobile App Privacy Notice](#).

F. Updating Your Records

It is your responsibility to provide us with an accurate e-mail address, phone number, mailing address, and other information related to your Account(s) and to update promptly any change in this information. You can update your contact information within Digital Banking. Your Secure Access methods are independent of your contact record and must be updated separately. We may continue to deliver Required Communications and other Documents to your mailing or email address of record until five (5) Business Days after you have updated your records through Digital Banking. You understand that your ability to receive the Documents is dependent upon your maintaining valid e-mail and mailing addresses, and phone number with us.

G. eStatements, Notices and Documents

You may elect to receive Account statements, and certain Required Communications and other Documents electronically (collectively, “**eStatements**”) as detailed below. Generally, you will receive your eStatements at the same frequency as you would have received your paper statements and notices.

Any Account owner, authorized signer, or online user authorized by you, may enroll in eStatements in the Digital Banking Service. If enrolled in eStatements, an Account will no longer appear on any paper statement but the electronic statement will be available to all individuals who have Digital Banking access. (Note, certain Accounts previously enrolled in eStatements continue to receive paper statements; once the eStatement election is changed, the combined paper and eStatements option will no longer be available.)

Once enrolled in eStatements, periodic Account statements will be sent electronically. Other Documents, including but not limited to the following Documents, may be sent electronically:

- Address change confirmation notices;
- Payment or transfer notices;
- Certificate of Deposit maturity and renewal notices;
- Chargeback notices;
- Deposit item returned notices;
- Loan payment or past due notices;
- Overdraft notices;
- Safe Deposit Box notices; and
- Tax documents

ONCE YOU ENROLL IN ESTATEMENTS, FOR DOCUMENTS WE SEND ELECTRONICALLY, YOU WILL NO LONGER RECEIVE PAPER VERSIONS OF THOSE DOCUMENTS UNLESS YOU SPECIFICALLY REQUEST THEM. WE MAY CHOOSE TO SEND CERTAIN DOCUMENTS ELECTRONICALLY, AND/OR IN PAPER FORM BY U.S. MAIL AT OUR DISCRETION. We may change, suspend, or eliminate any or all aspects of eStatements upon notice to you.

You are responsible for saving your electronic Documents for your own record keeping purposes. If your Account is closed, after sixty (60) days, you will no longer have access to the associated electronic Documents through Digital Banking. You can always request a paper copy of any past statements or other Documents by submitting a request as set forth in the “Option for Paper Copies” section of the ESIGN Agreement, subject to our record retention policy.

H. Fees and Charges

We do not charge fees for accessing your Account(s) through Digital Banking. However, there may be fees associated with certain optional services and features, for example placing a Stop Payment Request. Please refer to the applicable Product & Service Fees Schedule for details of applicable fees. You agree to pay promptly all fees and charges for services provided under this Agreement without demand or notice and to be responsible for any charges from your third-party providers (for example, Internet, telephone, SMS text) incurred by you in using Digital Banking, including Online Banking and Mobile Banking.

I. New Services

We may, from time to time, introduce new Digital Banking services. We will notify you of any terms and conditions governing the services. By accepting the terms and conditions or using these services when they become available, you agree to be bound by the terms and conditions. Not all services described in this Agreement or offered by us in the future may be available to all customers or all Accounts, or through both Online Banking and Mobile Banking.

J. Overdrafts

You agree to have sufficient available funds to cover all initiated Payment Instructions and External Transfers (defined below) and further understand that if you do not, you may be charged a non-sufficient funds fee as described in the applicable Product & Service Fees Schedule. For more information, see sections IV.I and V.F.

K. Hours of Accessibility

You can access your Accounts through and use the Digital Banking Service seven days a week, 24-hours a day. However, at certain times, some or all of the Digital Banking Service may not be available for site maintenance, security or other reasons. At our discretion, we may provide notice when this occurs.

L. Stop Payment Requests on Checks

You may submit a request through Digital Banking that we stop payment of a Check drawn on your checking or money market Account through Digital Banking. A stop payment request must specifically identify the Check that you would like to stop the payment of and must be received by us before our 6:00PM Central Time cut-off time on a Business Day for us to treat it as received on that Business Day. If we receive your request after the cut-off time on a Business Day or on a non-Business Day, we will treat the stop payment request as if it was received on the next Business Day. You must ensure your stop payment request is accurate; we are entitled to rely on the information, whether it is accurate or not. Other terms and conditions that apply to stop payment requests on Checks are set forth in the applicable Deposit Account Agreement. (Stop payment requests for Bill Payment Checks are addressed in the Bill Payment section below.)

Unless renewed, a check stop payment request will remain in effect for a period of 180 calendar days. If you want to cancel the stop payment request, you must cancel it in writing and deliver through Secure Message, to one of our branches, or through the mail. Your request to cancel a stop payment order is not effective until we have a reasonable opportunity to act on it.

M. Alerts

We provide required security alerts ("**Required Security Alerts**") and optional alerts ("**Optional Alerts**") (Required Security Alerts and Optional Alerts are collectively referred to as the "**Alerts**") via email, Secure Message, and with your consent, via voice, push notification, and/or SMS text ("Text") message through a Mobile Device.

As part of your enrollment in Digital Banking, we automatically send Required Security Alerts to your email address, following certain Account or Digital Banking activities. You do not need to activate Required Security Alerts. However, you may change or add delivery channels.

Optional Alerts include optional security alerts and customizable account, history, and transaction alerts. Certain Optional Alerts must be activated by you. You will be presented with additional terms and conditions before you activate Optional Text message Alerts.

All Alerts are subject to the following: We may add new Alerts from time to time, or cancel existing Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. To change your delivery preferences, log into Digital Banking and visit Alert Settings.

You represent that you are the owner of the email address and/or mobile phone number you provide or that you have the delegated legal authority to act on behalf of the owner of such email address and/or mobile phone number. If your email address or your mobile phone number changes, you are responsible for immediately informing us of that change. You understand and agree that your Alerts may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the content of any Alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or any third party in reliance of an Alert.

Because Alerts are not encrypted, we will never include your Password or full Account number. However, Alerts may include your name and some information about your Accounts. Depending upon which Alerts you select, information such as your Account balance may be included. Alerts may be delivered at any time of the day or night and you specifically consent to receive such Alerts between the hours of 9 pm and 8 am your local time.

N. Secure Messaging

You may communicate with us using the secure messaging feature (“**Secure Messaging**”). We may post messages for you through Secure Messaging. We may also notify you by email or, at your election, SMS text or voice call that a new message has been posted. You will be deemed to have “received” the message upon receipt and opening of the e-mail message, or by the next Business Day after we post it to Digital Banking and send you a notification of availability, whichever occurs earliest. We may not immediately receive messages that you send and we will not take action based on any requests until we actually receive your message and have had a reasonable opportunity to act. Therefore, you should not rely on Secure Messaging if you need our immediate attention. In such cases, you should contact the Bank immediately by calling (773) 244-7000.

III. MOBILE BANKING

A. Mobile Banking Application

To access Mobile Banking, you are required to download and install the Bank’s Mobile Application. It is solely your responsibility to download and install the Mobile Application and monitor for application updates. As part of the enrollment process, you may be required to provide information about your Mobile Device, as well as the telephone number for your Mobile Device. IT IS YOUR RESPONSIBILITY TO PROVIDE US WITH ACCURATE, COMPLETE AND CURRENT INFORMATION ABOUT YOU AND YOUR MOBILE DEVICE AND TO NOTIFY US IMMEDIATELY IF ANY OF THIS INFORMATION CHANGES OR IF SERVICE TO YOUR MOBILE DEVICE IS TERMINATED. We reserve the right to refuse or cancel your enrollment in Mobile Banking if we cannot verify information about your Mobile Device, or otherwise as determined by us. We have no responsibility to notify you of any changes to or new releases of the Mobile Application and have no liability for any Losses arising from or relating to your failure to download and install any required Mobile Application.

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

Mobile Banking is dependent on Internet connectivity. You are responsible for trouble shooting your Internet connectivity issues.

B. Mobile Banking Services

Certain services or features described in this Agreement accessible through Online Banking may not be available through Mobile Banking. Additionally, certain services or features may only be available via Mobile Banking. Those services include: Mobile Deposits, Push Notifications, Login with Face/Touch ID or passcode, Mobile Quick Balance, and Apple Watch™ banking.

C. Mobile Banking Application End-User License Terms

The end-user license terms in this section (“EULA”) govern your use of our Mobile Application. By consenting to the EULA or downloading the Mobile Application, you consent to this EULA.

General. You agree that the Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application. You understand and agree that although Mobile Banking is encrypted, it may include personal or confidential information about you such as your Account activity or status.

Ownership. You acknowledge and agree that a third party licensor to us and/or their third parties (collectively, “**Licensor**”) is the owner of all right, title and interest in and to the downloaded software in the Mobile Application to be used for access to Mobile Banking and the computer programs contained in the Software in machine readable object code form as well as any accompanying user documentation along with all subsequent copies,

updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the **"Software"**).

License. Subject to this EULA, you are hereby granted a limited, nonexclusive non-assignable, non-transferable license to use the Software in accordance with this EULA. All rights not expressly granted to you by these terms and conditions are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. These terms and conditions and your license may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, OR THE BANK AS PROVIDER OF FINANCIAL SERVICES AVAILABLE THROUGH THE SOFTWARE OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY LOSSES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ("THEORY") UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR, THE BANK, OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

Liability. In no event will we or Licensor, or our respective service providers and affiliates be liable for Losses that may arise from or related to your use of the Software, regardless of whether we are advised of the possibility of such Losses and regardless of the Theory upon which any claim is based. Also, neither Licensor nor your wireless carrier is the provider of any Mobile Banking services available through the Software, and neither Licensor nor your wireless carrier is responsible for the Mobile Banking services.

IV. BILL PAYMENT

Bill Payment allows you to pay your bills electronically through the Digital Banking Service. You may also use Bill Payment to receive and view electronic bills from participating Payees.

A. Payment Methods and Options

Payments are scheduled electronically through the Digital Banking Service using various types of electronic transfers ("**Electronic Payments**") and paper checks ("**Bill Payment Checks**"). We, in our discretion, select the method in which to send funds on your behalf to your Payee. You may use Bill Payment to: (i) provide one-time or Repeating Payment Instructions to Payees you choose, so long as each Payee has a deposit account maintained at a financial institution based in the U.S. including U.S. territories of Guam, Puerto Rico, and the U.S. Virgin Islands, and a U.S. address (which includes U.S. military addresses), (ii) view Payment history, and (iii) cancel or change Scheduled Payment Instructions. You must have and maintain at least one Account that is a Byline Bank checking account or money market account to use Bill Payment.

B. Payment Scheduling and Completion

The earliest possible Deliver By Date for each Payee will be displayed in the Bill Payment section of Digital Banking when you are scheduling the Payment Instruction. You must select the Deliver By Date, or specify a Repeating Payment rule that automatically selects the Deliver By Date for you. It is your responsibility to

schedule each Payment to be delivered by the Payment Due Date. Due to circumstances beyond our control, such as delays in postal delivery and handling by Payees or financial institutions, some transactions may take a few days longer to be applied to your Payee account. Also, your Payment is not sent with a Payee's payment stub, which may also result in some Payees taking more time to post the Payment to your account. For these reasons, you should select a Deliver By Date that is sufficiently in advance of the Payment Due Date. For Payees that provide payment stubs, we also recommend that you contact your Payees to confirm that you have the correct address for delivery of Payments without stubs. We recommend that you select a Deliver By Date that is at least 2 Business Days before the Payment Due Date for a Payment to be sent as an Electronic Payment, and at least five Business Days before the Payment Due Date for a Payment to be sent as a Bill Payment Check. The cutoff time for scheduling a Payment Instruction is 6:00PM Central Time on (i) the Business Day prior to the Deliver By Date for Electronic Payments; and (ii) the 4th Business Day prior to the Deliver By Date for Payments by Bill Payment Check.

C. Payee, Amount, and Other Payment Limitations

Your ability to send Payments through Bill Payment is limited by Applicable Law and other limits set forth in this Agreement and applicable Other Agreements. We may refuse to pay any Payee to whom you direct a payment. We will notify you promptly if we decide not to pay a Payee. This notification is not required if you attempt to make a Prohibited Payment or an Exception Payment (as defined below). You agree that all Payments you make through Bill Payment are for your own account, and not on behalf of other persons, with or without compensation.

Payments are limited to \$25,000 per Payment and to a combined total of \$25,000 in Payments scheduled to be delivered per Business Day. We will notify you promptly if we refuse to make a Payment in an amount scheduled by you. We may limit the number of Payees listed in the Bill Payment Service at any time, and the number of Payment Instructions that you may submit at one time. We may set additional limits at any time in our sole discretion. If we decrease limits or set additional limits, we will notify you in accordance with this Agreement and as required by Applicable Law.

We have the right in our sole discretion to determine eligibility and to restrict categories of payees to whom Payments may be made. Bill Payment is not to be used to send Payments to unlawful Internet gambling sites, or payments made to or at the direction of government agencies, organizations, or institutions, in response to a court-direct payment plan (for example, court-ordered amounts for alimony or child support), to "cash", to Payees outside of the U.S. or its territories, or otherwise prohibited by law (collectively, "**Prohibited Payments**"). Tax payments, payments to deposit or brokerage accounts, or to settle securities transactions (collectively, "**Exception Payments**") may be scheduled through Bill Payment; however, such Payments are discouraged and are scheduled at your own risk. In no event shall we be liable for any Losses resulting from your scheduling of Exception Payments. The Service Guarantee as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed through Bill Payment. We have no obligation to research or resolve any claim resulting from an Exception Payment. All research and resolution for any misapplied, misposted or misdirected Exception Payments will be the sole responsibility of you and not of us.

We may reject or not process any Payment Instruction in our sole discretion for any reason, including:

- If it is a Payment Instruction that: (i) is or we believe is unusual or fraudulent, or involves an illegal or improper purpose or activity, (ii) exceeds the available funds in your Bill Payment Account, (iii) we have reason to believe may not be authorized by you; (iv) involves funds subject to a hold, dispute or legal process; (v) we reasonably believe would violate any Applicable Law applicable to us or you; (vi) is not in accord with any other requirements stated in this Agreement or applicable Other Agreements, or any of our policies, procedures, or practices; (vii) we have reasonable cause not to honor; or (viii) or that is from a Bill Payment Account that is frozen, closed or not in good standing.
- For our protection or yours;
- As provided in the cancellation and termination sections of this Agreement (Sections K and L).

D. Payment Authorization and Payment Remittance

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

When we receive Payment Instructions, you authorize us to debit your Bill Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date. You also authorize us to credit your Bill Payment Account for returned payments or for payments remitted to you on behalf of another enrolled user of Bill Payment.

You represent that you have the authority to authorize debits from and credits to the Bill Payment Account(s). If you have multiple eligible Accounts with us, we will designate your Bill Payment Account until you designate a different eligible Account as a Bill Payment Account. Also, if the designated Bill Payment Account is closed, you will need to designate another Account as your Bill Payment Account. If you do not designate another Bill Payment Account, all scheduled Payments will be canceled. You may visit the Bill Payment section of Digital Banking to confirm which Account is designated as the Bill Payment Account, and to change the designated Account.

To authorize a Repeating Payment, you agree to have a means to print or download and save a copy of your authorization for your records. If you do not have a printer or means to download and save a copy, you agree to continue to authorize a Repeating Payment on a transaction-by-transaction basis until you have a means of printing a copy of your authorization for your records. Also, if you schedule a Repeating Payment Instruction, the Payments will be automatically sent through the Bill Payment Service until the end date you requested, or if no end date was requested, until you cancel or change them.

You agree to have sufficient available funds on the Business Day prior to the Deliver By Date for each Payment. Repeating Payments will be sent on the frequency designated, for example, weekly, monthly, annually, or on the prior Business Day, if the Deliver By Date falls on a non-Business Day. Note, Bill Payment Checks may be delivered to the Payee, and received by us for payment before the Deliver By Date. We recommend that you have sufficient available funds in your Bill Payment Account a few days before the applicable Deliver By Date, to help ensure Bill Payment Checks are paid, if received by us early, and to help ensure Repeating Payments are delivered, if a Deliver By Date falls on a non-Business Day and therefore begins processing early.

E. Payment Cancellation or Changes

You may cancel or change any Payment Instruction (including Repeating Payment Instructions) by following the directions within the Digital Banking Service. There is no charge for canceling or changing a Scheduled Payment. Once the Bill Payment Service has begun processing a Payment it cannot be cancelled or changed; therefore, a stop payment request must be submitted (see Stop Payment Requests section). For jointly owned Accounts and accounts with multiple authorized signers, only the person who scheduled a Payment Instruction may cancel or change it.

The cutoff time for cancelling or changing a Payment Instruction is 6:00PM Central Time on: (i) the Business Day prior to the Deliver By Date for Electronic Payments; and (b) the 4th Business Day prior to the Deliver By Date for Payments by Bill Payment Check.

F. Stop Payment Requests

Our ability to process a stop payment request will depend on the payment method and whether or not a Bill Payment Check has cleared. If you desire to stop any Bill Payment Check that has already been processed, you must contact us at (773) 244-7000 and provide us with the Payee name, amount, Bill Payment Account number (if you have multiple Bill Payment Accounts), and if available, Deliver By Date. We may also require you to present your request in writing within fourteen (14) days. We are entitled to a reasonable amount of time to act on your request, which will generally be no less than one Business Day. If a Bill Payment Check has already been paid, we will not be able to stop it. If a Payment sent by Electronic Payment has begun processing, generally we will not be able to stop it; although we may attempt to accommodate your request, we will have no liability for failing to do so. The charge for each stop payment request is set forth in the applicable Product & Service Fees Schedule.

G. Bill Payment Delivery

By using Bill Payment, you understand Payees and/or the U.S. Postal Service may return payments to us for various reasons (for example, the Payee's forwarding address expired, the Payee account number is not valid, the Payee is unable to locate the account, or the Payee account is paid in full). We will try to research and correct the returned Payment and return it to your Payee, or void the payment and, for Electronic Payments,

credit your Bill Payment Account. If the Bill Payment Account is closed, we will return the funds to you by a method we deem sufficient. We will display within Bill Payment if the Payment failed. If we are unable to complete the transaction for any reason, the bill will not be paid.

H. Service Guarantee

We provide the following service guarantee ("**Service Guarantee**"): Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, some Payments may take longer to be credited to your account with a Payee. We will bear responsibility for any late payment related charges up to \$50.00 if a Payment posts after its Deliver By Date as long as the Payment was scheduled in accordance with the terms and conditions described in this Agreement, including if you followed our recommendations regarding how you schedule Payment Instructions and otherwise use the Bill Payment Service. Prohibited Payments, Exception Payments, and Payment Instructions we reject per Section IV.C are not covered by this Service Guarantee.

We shall incur no liability and any Service Guarantee shall be void if we are unable to complete any Payment Instructions initiated by you due to any one or more of the following circumstances:

- If, through no fault of ours, your Bill Payment Account does not contain sufficient available funds to complete the transaction, is closed or subject to a hold, or the transaction would exceed the credit limit of your overdraft line of credit account;
- The payment processing center is not working properly and you know or have been advised by us about the malfunction before you initiate the Payment Instruction;
- We rejected the Payment Instruction in accordance with Section IV.C;
- You have not provided us with the correct name, address, phone number, or account information for the Payee;
- Circumstances beyond our control (for example, fire, flood, national emergencies, power or network outages) prevent the proper execution or delivery of the Payment and we have taken reasonable precautions to avoid those circumstances; and/or
- If the Payment would have violated the terms of this Agreement, or applicable Other Agreements, or Applicable Law applicable to you or us.

There may be other exceptions not stated in this Agreement. As stated in Section IV.C, Exception Payments are discouraged and are at your own risk. In no event shall we be liable for any Losses resulting from you scheduling Exception Payments.

I. Bill Payments and Insufficient Funds

You acknowledge and agree that:

- If there are insufficient available funds in your Bill Payment Account, we may, but are not obligated to advance the funds to pay the Payee;
- If we advance funds on your behalf, we may attempt to debit your Bill Payment Account up to three times on subsequent days without notice to you to complete the Payment and the debit may result in an overdraft;
- You will pay us promptly for any amounts that we have advanced to fund a Payment on your behalf;
- If there are insufficient available funds for a Payment and we advance the funds, we may suspend Bill Payment until we have been repaid, which means that other Scheduled Bill Payments will not be delivered and you will not be able to schedule additional Payments;
- If we advance funds on your behalf, and your Account is closed when the Payment is presented, you will pay us promptly for any amounts that we have advanced to fund a Payment on your behalf.

If you are enrolled in the Overdraft Protection Service or have an overdraft line of credit, those services do cover Payments, subject to their terms and conditions.

J. Electronic Bill Delivery and Presentment ("e-bills")

The Bill Payment Service also includes the option to activate the presentment of electronic bills in Bill Pay. This Agreement does not alter your liability or obligations between you and your Payees. It is your sole responsibility to contact your Payees directly if you do not receive your bills. In addition, if you elect to activate e-bills, you also agree to the following:

Activation

Upon activation of e-bills, you agree to the following: You authorize us to contact the Payees on your behalf and to receive your bills and billing data, including to periodically access third party Payee Web sites ("**Payee Sites**") on your behalf, to retrieve the data for your electronic bills. You agree that we are your agent for these limited purposes. You represent and warrant to us that you have the authority to appoint us as your agent to receive your billing statements, to view and download your electronic bills and to use your name, passwords, User IDs, and any other information you provide to us for purposes of providing the e-bills feature to you. You agree that we may use and store this information on our servers. You are responsible for all charges, if applicable, associated with our use of any Payee Site on your behalf. In order to activate receipt of electronic bills with a participating Payee, you must agree to any terms and conditions required by that Payee. Electronic bills may not be available for all Payees. Upon receipt of your request to activate an electronic bill, we will notify the Payee of your request. It may take up to five Business Days to complete activation. Each Payee reserves the right to accept or deny your request to receive electronic bills.

The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your bill once you are enrolled in e-bills is not determined by us; you should contact the Payee. While your e-bill feature is being activated for a Payee, it is your responsibility to keep your account current.

Your Payee Account Information

We are unable to update or change your personal information (e.g., name, address, phone numbers and e-mail addresses) with the Payee. Any changes will need to be made by you contacting the Payee directly. Additionally, it is your responsibility to maintain all User IDs and passwords for all Payee Sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. If you change your online login information for a Payee account, your enrollment in e-bills with that Payee may be cancelled. If your enrollment is cancelled for this reason, we will let you know. You will need to re-enroll in e-bills with that Payee with your new login information.

Electronic Bill Information

The electronic bill includes information current as of the point in time it is obtained from the Payee. Additional payments received by the Payee after the electronic bill information is received are usually not reflected in the various amounts due, displayed in the electronic bill.

Notification

In addition to notification within Bill Payment, we may send an e-mail notification to the e-mail address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Digital Banking Service and check for delivery of new electronic bills. The delivery timing of an electronic bill may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of Electronic Bill Notification

The Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. We will notify a Payee if you cancel your e-bills enrollment. The time frame for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to five Business Days for your cancellation to be completed, and it may take up to sixty (60) days to stop receipt of the electronic bills, depending on the billing cycle of each Payee. It is your sole responsibility to make arrangements for an alternative form of bill delivery and to pay your bill. We will not be responsible for presenting any electronic bills that are already in process, but not received at the time of cancellation.

Non-Delivery of Electronic Bill(s)

You agree to hold us and our service providers harmless should the Payee fail to deliver your electronic bill(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and Dispute of Electronic Bill(s)

We are not responsible for the accuracy of your electronic bill(s). We are only responsible for accurately presenting the information we receive from the Payee. Other than confirming the information received was

accurately displayed in Bill Pay, any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

K. Termination or Cancellation of the Bill Payment Service

Neither termination, cancellation nor suspension shall affect your liability or obligations under these Bill Payment terms and conditions. Payments that have begun processing before the termination or cancellation date will be delivered by us. All Scheduled Payments that have not begun processing before the requested cancellation date will not be delivered.

L. Cancellation of Enrollment in Bill Payment by You

If you want to cancel your enrollment in the Bill Payment Service, you may contact us at (773) 244-7000.

V. FUNDS TRANSFER SERVICE

A. Transfer Types and Limitations

Types of Transfers. You may use Digital Banking to transfer funds as follows: (i) between any of your eligible Accounts ("**Internal Transfers**"), and (ii) between your eligible Consumer Account and your eligible Consumer account at another financial institution ("**External Transfers**"). (Internal Transfers, and External Transfers are collectively referred to as "**Funds Transfers**").

New User Limitations. External Transfers will be available to you once you have been enrolled in Digital Banking for 31 days. At your request, we may in our sole discretion make the service available to you sooner.

Frequency of Transfers. We do not limit the number of Internal Transfers you may make. We limit the number of External Transfers you may make to three (3) per calendar day and ten (10) per month, per customer.

Dollar Amount of Transfers. External Transfers are limited to \$5,000 per transfer and to a combined total of \$10,000 in transfers per calendar month per customer. There is no limit on internal transfer amounts.

Repeating External Transfers. To authorize a repeating External Transfer, you agree to have a means to print or download and save a copy of your authorization for your records. If you do not have a printer or means to download and save a copy, you agree to continue to authorize a repeating External Transfer on a transaction-by-transaction basis until you have a means of printing a copy of your authorization for your records.

Funds Transfers Subject to Other Account Agreements. Funds Transfers are subject to the Other Account Agreements, as applicable. Certain types of Accounts may not be eligible for Funds Transfers or may be restricted (for example, transfers to or from certificate of deposit accounts and individual retirement accounts, and transfers from certain loan accounts), and you agree not to make any Funds Transfers from or to such Accounts.

Rejection of Transfers. We reserve the right to decline any Funds Transfer request at our sole discretion.

Cutoff Times. The cutoff time for a same-day External Transfer is 1:00 PM Central Time.

Transfer Processing. An Internal Transfer initiated through Digital Banking will be processed real time. An External Transfer initiated before the cutoff time on a Business Day will be processed on and the Send On Date will be the same day, unless you select a different date. An External Transfer initiated after the cutoff time on a Business Day or at any time on a non-Business Day will be processed on and the Send On Date will be the next Business Day, unless you select a different date.

Repeating or future dated Internal Transfers will be processed on the Transfer Date. However, if the Transfer Date falls on a non-Business Day, such Internal Transfer will be processed on the next Business Day.

Repeating or future dated External Transfers will be processed on the Send On Date. However, if the Send On Date for a repeating Transfer falls on a non-Business Day, such External Transfer will be processed on and the Send On Date will be the next Business Day.

If you schedule a repeating Internal or External Transfer, the transfers will be automatically sent until the end date you requested, or if no end date was requested, until you cancel or change them.

For all Transfers, funds will be posted to your Account on the Send On Date.

Closed Accounts: If the designated Account is closed, you will need to designate another Account or any future scheduled or repeating External Transfers will be canceled.

Please ensure that you have or will have sufficient available funds in your Account prior to making a Funds Transfer. We may decline any Funds Transfer for which you have insufficient available funds or that we believe may violate Applicable Law or expose us to liability or risk of loss.

B. Information Verification

You must be an owner of your external account(s) that you try to link with Digital Banking to conduct External Transfers. You may elect to connect your external accounts via the Third Party Service, Plaid. Use of this Third Party Service is governed by Plaid's terms and conditions. Alternatively, we may issue offsetting debits and credits (micro-deposits) to your external account(s) and require confirmation of the credit amounts from you. In addition, you agree that we may obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

C. Prefunding

For each External Transfer, we will debit your Account to fund the transfer on the Send On Date, which is the date the transfer will be processed and the funds will be delivered to the external financial institution.

D. Authorization

You authorize us to select any means to execute your Funds Transfer, including but not limited to the Automated Clearing House (ACH). You agree to be bound by the Operating Rules that govern the applicable funds transfer systems, including the Operating Rules published by NACHA.

We and our service providers will make a reasonable effort to complete the Funds Transfer; however, if for any reason a Funds Transfer cannot be made, you authorize us or our service provider, without notice to you, to credit or debit your Account as necessary to reverse the Funds Transfer. We reserve the right to resubmit the Funds Transfer to your external account, in the event the first transfer attempt is returned for any reason and we cannot reverse the credit or debit to your Byline Bank Account for any reason. There may be a fee charged for this second transfer by the financial institution holding the external account.

E. Suspension and Reinstatement

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

F. External Transfers and Insufficient Funds

You acknowledge and agree that:

- If there are insufficient available funds in your Account, we may, but are not obligated to advance the funds to send the External Transfer;
- If we advance funds on your behalf, we may attempt to debit your Account up to three times on subsequent days without notice to you to complete the External Transfer and the debit may result in an overdraft;
- You will pay us promptly for any amounts that we have advanced to fund an External Transfer on your behalf;
- If there are insufficient available funds for an External Transfer and we advance the funds, we may suspend the External Transfer Service until we have been repaid, which means that other Scheduled External Payments will not be delivered and you will not be able to schedule additional External Transfers;
- If we advance funds on your behalf, and your Account is closed when the External Transfer is presented, you will pay us promptly for any amounts that we have advanced to fund an External Transfer on your behalf.

G. Funds Transfer Activity

You may view completed and pending Funds Transfers at any time through the Digital Banking Service.

H. No Unlawful or Prohibited Use

You acknowledge and agree that you will not use the Funds Transfer service for any unlawful purpose or in a way not permitted, either expressly or implicitly, by this Agreement. You further acknowledge and agree that you will not use the Funds Transfer Service in a way that could damage, disable, overburden or impair the Digital Banking Service. You agree not to impersonate any person or use a name that you are not authorized to use. You represent and warrant that all information you have provided or will provide is true, correct and complete.

I. Security Procedures

Sending Funds Transfers. By enrolling in Digital Banking and accessing it using your User ID and password, and such other security and identification methods as we may require from time to time, such as security questions or one-time passcodes, you acknowledge and agree that Digital Banking includes security procedures for Funds Transfers and other fund transfer instructions initiated through Digital Banking that are commercially reasonable. We may impose stricter security procedures for any particular transaction you make under the service, but we have no obligation to do so. If we choose to impose the stricter security procedures we will not be liable to you for any delays or Losses and we will not be obligated to impose such security procedures in the future. Unless prohibited by Applicable Law, you agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use of your User ID and/or password and we had a reasonable opportunity to act on such notice.

YOU ALSO AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INSTRUCTION, PAYMENT ORDER, AMENDMENT, OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER, REGARDLESS OF WHETHER WE FOLLOWED THE SECURITY PROCEDURES AGREED UPON IN THIS AGREEMENT OR ANY APPLICATION HERETO. OUR SECURITY PROCEDURES ARE NOT INTENDED TO, AND DO NOT, DETECT ERRORS IN THE CONTENT OR TRANSMISSION OF ANY INSTRUCTION, PAYMENT ORDER, AMENDMENT, OR CANCELLATION TRANSMITTED BY YOU OR ANYONE AUTHORIZED BY YOU.

Information Sharing re Funds Transfers

If you are sending a Funds Transfer, you agree that a recipient's financial institution may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that we may provide to such financial institution any required information to verify the instructions.

Reliance on Account Number

If your Funds Transfer instructions identify a recipient by name and account number, the receiving financial institution (which may be us) may execute your instructions by reference to the account number only, even if the account number does not correspond to the name, and even if the account is not owned by the person named in the payment order.

VI. Zelle for Consumers

The Bank partners with the Zelle® Network to offer the Zelle® person-to-person transfer service ("Zelle").

A. Description of Zelle Services

1. The Zelle Network is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with others who are enrolled with us or another financial institution that partners with the Zelle® Network (each, a "**Zelle User**") using aliases, such as eligible email addresses, U.S. mobile phone numbers, Zelle tags, or other unique identifiers (collectively, "**Zelle Tokens**"). We will refer to financial institutions that have partnered with the Zelle Network as "Network Financial Institutions."

2. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account of any kind with Zelle. All money will be transferred by a Network Financial Institution.

3. ZELLE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

B. Enrolling in Zelle

1. When you enroll to use Zelle, you agree to these Zelle terms set forth in this Section VI ("**Zelle Terms**"). You represent that you have the authority to authorize debits and credits to the Account(s) you register in *Zelle* ("**Enrolled Account(s)**"). You must provide us with a valid email address, mobile phone number, or other alias that meets certain requirements. The email address must be one that you regularly use and intend to use regularly (i.e., no disposable email addresses), is registered to you with an eligible email domain provider, cannot be misleading, and does not include words or phrases or variations of words or phrases on the token negative list maintained by the *Zelle* network operator. The mobile phone number must be a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). The mobile phone number must be active, not a toll-free or international number, and must be assigned by a mobile network operator to a mobile plan for you and must be associated with a U.S. mobile network operator, or a U.S. mobile operator approved by the Zelle network operator. You may not enroll in *Zelle* with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.

If at any time while you are enrolled, you do not send or receive money using Zelle for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with Zelle until you enroll again. There may be other eligibility requirements as determined by us or Zelle® in our sole discretion.

2. Once enrolled, you may:

- i. authorize a debit to your Enrolled Account to send money to another *Zelle* User either at your initiation or at the request of that *Zelle* User; and
- ii. receive money from another *Zelle* User either at that *Zelle* User's initiation or at your request, subject to the terms and conditions of the subsection titled "Requesting Money."

Zelle determines which Zelle Users you may send money to and receive money from. Once enrolled, a Z logo will appear on your profile for each U.S. mobile phone number and/or email address that you have enrolled with *Zelle*. The Z logo will be displayed to other *Zelle* Users to aid them in determining which of your U.S. mobile phone numbers or email addresses should be used to send money with *Zelle*. If a *Zelle* User sends you money using a different U.S. mobile phone number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with *Zelle*. If you want to inactivate a Zelle Token, you may contact us at 773-244-7000.

If you enroll in *Zelle* and select to use a *Zelle* tag, the mobile phone number associated with your Zelle User profile will be used as the contact method for communication related to *Zelle* and must meet the requirements described in these Zelle Terms.

Subject to these Zelle terms, Zelle is generally available 24 hours a day, seven days a week, with the exception of outages for maintenance and circumstances beyond the control of us or Zelle.

C. Use of the Service and Eligibility

Zelle® is intended for use by Consumers with Consumer Accounts for Consumer purposes, not business or commercial use. If you wish to use Zelle® for non-Consumer Accounts, you should enroll in the Bank's Zelle® Small Business Payment Service available through Business Online and Mobile Banking.

You agree that you will not: (a) use *Zelle* to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by Applicable Law, and you agree that you will not use *Zelle* to request money from anyone for any such payments; (b) authorize a third party to use *Zelle* or share your credentials with a third party to use *Zelle* on your behalf except in legally authorized

situations such as a legal guardianship or pursuant to a power of attorney; (c) use *Zelle* in a way that may potentially be harassing, abusive, offensive, or inappropriate to another *Zelle* User, which we in our sole discretion may determine; (d) use *Zelle* for purposes or activities that may lead to liability, reputational harm, or brand damage to us or the *Zelle* Network; (e) use *Zelle* to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you will use *Zelle* with a business or to receive business or commercial payments. We and the *Zelle* Network reserve the right to suspend, limit, or terminate your use of *Zelle* at any time without prior notice, including for reasons involving your use of *Zelle* at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, *Zelle* or the financial system to risk. We further reserve the right to suspend, limit, or terminate your use of *Zelle* if we believe that you are using *Zelle* for business or commercial purposes, for any unlawful purpose, or otherwise in violation of these *Zelle* terms and conditions set forth in these *Zelle* Terms. We, *Zelle*, or another Network Financial Institution may filter the memo field of any payment instruction.

D. Consent to Use and Disclose Personal Information (Including Account Information)

In order to use *Zelle*, you authorize and consent to our sharing information regarding you and your Enrolled Account(s) with the *Zelle* Network® Operator and other Network Financial Institutions, and other third parties: (a) to send requests and process and route transactions to and from your Enrolled Accounts; (b) to address servicing issues; (c) to investigate and resolve disputes regarding transfers and suspected fraudulent and other unauthorized or other illegal activity; (d) as maybe be otherwise needed in connection with your enrollment in and use of *Zelle*; (e) to comply with Applicable Law; and (f) as otherwise required by the *Zelle* Network Participation Rules, as amended from time to time ("***Zelle* Network Rules**"). See also the Disclosure of Account Information Section of the Deposit Account Agreement, our [Privacy Notice](https://www.bylinebank.com/privacy-policy/mobile-app-privacy/), our Mobile App Privacy Notice (<https://www.bylinebank.com/privacy-policy/mobile-app-privacy/>) and Website Privacy [Policy](https://www.bylinebank.com/privacy-policy/) and [Privacy Information for California Residents](https://www.bylinebank.com/privacy-policy/) (<https://www.bylinebank.com/privacy-policy/>) for additional information on how we treat and share your data. We will share your name and address, and email addresses, *Zelle* tags, mobile numbers, and any other *Zelle* Tokens that are associated with you and your Enrolled Accounts with the *Zelle* Network, other Network Financial Institutions, and *Zelle* Users to process and service transfers. To investigate and resolve disputes and possible illegal activity, we may share experience information regarding your Enrolled Accounts (including transaction data and information about you) with the Network and other Network Financial Institutions. The *Zelle* Network and its affiliates may use transfer information for fraud and risk management purposes, or other purposes as approved by it. You agree that we may obtain information as we deem reasonably necessary to ensure that you are not using *Zelle* in violation of Applicable Law. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing *Zelle* transfers or providing *Zelle*, and you give us a license to do so.

E. Wireless Carrier Data

We or the *Zelle* Network may use information on file with your wireless carrier to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of *Zelle*. By using *Zelle*, you authorize your wireless carrier to use or disclose information about your Enrolled Account and your wireless device, if available, to the *Zelle* Network or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

F. Consent to Emails and Automated Text Messages

By participating as a *Zelle* User, you represent that you are the owner of the email address(es), U.S. mobile phone number(s), *Zelle* tag, and/or other aliases you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, *Zelle* tag, and/or other aliases to send and/or receive money as described in these *Zelle* Terms. You, for yourself and on behalf of any owner of an email address or mobile phone number enrolled in *Zelle*, consent to the receipt of email and/or SMS text messages (including through use of an automatic dialer) ("Text") from us, our agents, the *Zelle* Network, other *Zelle* Users who are sending you money or requesting money from you, and from other Network Financial Institutions and their agents regarding *Zelle* or *Zelle* transfers between Network Financial Institutions and you. You further acknowledge and agree:

1. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, Text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
2. You will immediately notify us, by updating your information in Digital Banking or calling us, if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle Tag is (i) surrendered by you, or (ii) changed by you or your provider.
3. In the case of any messages that you may send through either us or *Zelle* or that we (including our agents) may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated Text messages to send such emails or Text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
4. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
5. To cancel text messaging from us regarding Zelle, send STOP to 20736. You expressly consent to receipt of a text message to confirm your "STOP" request. You may also log in to Digital Banking and change your Zelle® alert preference or you may contact us at (773) 244-7000. FURTHER, YOU AGREE THAT IN THE EVENT YOU CANCEL THE RECEIPT OF AUTODIALED TEXT MESSAGES FROM US RELATING TO ZELLE, SUCH CANCELLATION APPLIES ONLY TO THE RECEIPT OF AUTODIALED TEXT MESSAGES RELATING TO ZELLE THAT WE MAY PROVIDE TO YOU. SUCH CANCELLATION DOES NOT APPLY TO ANY CONSENT TO RECEIVE AUTODIALED TEXT MESSAGES YOU PROVIDED OR WILL PROVIDE TO BYLINE BANK IN CONNECTION WITH ANY CURRENT OR FUTURE ACCOUNTS, PRODUCTS AND/OR SERVICES OTHER THAN THE ZELLE SERVICE. If you want to opt out of receiving other text messages, please call us at (773) 244-7000. For help or information regarding text messaging, send HELP to 20736 or contact our customer service.

G. Receiving Money; Money Transfers by Network Financial Institutions

Once a *Zelle* User initiates a transfer of money to your email address, mobile phone number or Zelle tag enrolled with *Zelle*, you have no ability to stop the transfer. By using *Zelle*, you agree and authorize us to initiate credit transfers to your Enrolled Account. You may receive money from another *Zelle* User who is a small business (as determined by their Network Financial Institution), or from a person enrolled in the *Zelle* Person to Person (P2P) Transfer Service. Funds will be credited to your Enrolled Account on the day we receive them and will be available for withdrawal as set forth in the funds availability policy as disclosed in the Deposit Account Agreement. See the Timing of Transfers Section for more information.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both these Zelle Terms and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Zelle Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

We may return any transfer to the sending Network Financial Institution, at any time and in our sole discretion, if:

- we are unable to establish that you are the intended recipient of the transfer;
- you do not enroll with *Zelle* the specific email address, telephone number, or Tag the sending *Zelle* User has provided to us for you;
- we reasonably believe that completing the transfer would violate any Applicable Law;
- we are advised that either a Network Financial Institution, the *Zelle* User initiating the transfer, or the owner of the account from which the payment was made, has alleged that the transfer was fraudulent or unauthorized;
- you do not identify an Enrolled Account within the time required by the *Zelle* Network, after you are sent notice of a pending transfer;
- your Enrolled Account is frozen or closed;
- you no longer own or have the rights to the mobile number, or email address, or Zelle Tag registered to you in *Zelle*; or
- as otherwise required by the Zelle® Network Rules.

Zelle or another Network Financial Institution may return funds to us for the same reasons.

YOU AGREE THAT YOU ARE RESPONSIBLE FOR THE FULL AMOUNT OF ANY TRANSFER WE CREDIT TO YOUR ENROLLED ACCOUNT WHICH IS LATER REVERSED FOR ANY REASON, IF REQUIRED BY APPLICABLE LAW OR PER THE TERMS ABOVE. YOU AGREE THAT WE MAY DEBIT THE FULL AMOUNT, OR ANY PORTION, OF ANY REVERSED OR DISPUTED TRANSFER, PLUS ANY APPLICABLE FEES, FROM YOUR ENROLLED ACCOUNT (EVEN IF IT CREATES AN OVERDRAFT) OR FROM ANY OTHER DEPOSIT ACCOUNT YOU HAVE WITH US, WITHOUT PRIOR NOTICE TO YOU. YOU AGREE THAT YOU, AND NOT WE, WILL BE RESPONSIBLE FOR RESOLVING ANY PAYMENT DISPUTE WITH ANY *Zelle* USER FROM WHOM YOU RECEIVE MONEY THROUGH *Zelle*.

H. Timing of Transfers:

Most transfers of money to you from other *Zelle* Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We or *Zelle* may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or *Zelle* delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

I. Sending Money; Debits by Network Financial Institutions

You may send money to another *Zelle* User at your initiation or in response to that *Zelle* User's request for money. You may send money to another *Zelle*® User using their *Zelle* Token or to yourself using a *Zelle* Token registered to your account at another Network Financial Institution in an amount up to the available balance in your Enrolled Account, subject to applicable limits. You understand that your use of *Zelle* shall at all times be subject (a) these *Zelle* Terms and (b) your express authorization at the time of the transaction for us to initiate a debit entry to your Enrolled Account.

If you are sending money to someone who has not enrolled as a *Zelle*® User, they will receive a text or email message instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a *Zelle*® User may fail to register with *Zelle*, may have opted-out of receiving text-messages, or may ignore the payment notification, and the transfer may not occur.

You understand that once you submit a payment request, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in *Zelle* with the email address or U.S. mobile number to which you initiated the payment, in which case the funds will remain in your Enrolled Account until they enroll. Once they enroll, the money is sent directly to their bank account (except as otherwise provided in these *Zelle* Terms) and may not be cancelled or revoked. We therefore recommend that you use *Zelle* to send money only to people you know and trust. If they do not timely enroll, the transfer request will expire. IF THE PERSON YOU SENT MONEY TO HAS ALREADY ENROLLED WITH *ZELLE* THE MONEY IS SENT DIRECTLY TO THEIR BANK ACCOUNT (EXCEPT AS OTHERWISE PROVIDED IN THESE *ZELLE* TERMS AND MAY NOT BE STOPPED, CANCELED OR REVOKED. If they do not timely enroll, the transfer request will expire.

J. Timing of Transfers

In most cases, transfers between *Zelle* Users will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and/or the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money.

The transfer may also be delayed, blocked, or denied by us, *Zelle*, or another Network Financial Institution to prevent possible fraud or comply with Applicable Law. If we or *Zelle* delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your *Zelle* User preferences (i.e., email, push notification).

Neither we nor the *Zelle* Network have control over the actions of other *Zelle* Users, or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended *Zelle* User.

K. Limits on Transfers

Subject to available funds, Zelle® transfers are limited to the standard limits of \$500 per transfer and a combined total of \$750 in transfers per calendar day. There are no limits on the number or amount of transfers you may receive. However, we may require you to be enrolled in Zelle for a certain amount of time or to meet other criteria determined by us before you can use Zelle to receive or request money. Your ability to send transfers through Zelle is limited by Applicable Law and other limits as set forth in these Zelle Terms and the other terms and conditions of the Digital Banking Agreement.

L. Our Right to Reject Transfer Requests

We may reject any transfer request as set forth in the Digital Banking Agreement, or that we or the Zelle® Network believes would violate any law or regulation applicable to us, Zelle, you, or any other party that processes or receives the transfer.

M. Requesting Money

You may request money from other Zelle Users using their Zelle Tokens. You understand and acknowledge that Zelle Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Zelle Users by sending a payment request, or that you will receive the amount that you request. Neither we or Zelle accept responsibility if the other Zelle User rejects or ignores your request or sends you an amount that is less than you request. If a Zelle User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that Zelle User.

By accepting these Zelle Terms, you agree that you are not engaging in the business of debt collection by (a) attempting to use Zelle to request money for the payment or collection of an overdue or delinquent debt; (b) requesting money that is owed to another person; or (c) collecting any amounts that are owed pursuant to a court order.

You agree to indemnify, defend and hold harmless Zelle, other Network Financial Institutions and us and each of our respective owners, directors, officers, and agents from and against all Losses, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Zelle Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sending and receiving Zelle Users and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

N. QR Codes

We may make "QR" codes available to you. A QR code is a visual representation of a Zelle Token and a Zelle User's name registered in the Network directory. If we make a QR code available to you, you may print it and share it with other Zelle Users for them to use to send a payment to you. Other Zelle Users may share their QR code with you to send a payment to them. When scanning and using a QR code, you should always confirm the name that displays after scanning the QR code is your intended payee. If the Zelle Token associated with your QR code changes, we will generate a new QR code for you.

O. Content Standards

You agree that you will not use Zelle in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through Zelle any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of Zelle, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor *Zelle* have any obligation to monitor any content, both we and *Zelle* have absolute discretion to remove content at any time and for any reason without notice. We and *Zelle* may also monitor such content to detect and prevent fraudulent activity or violations of these *Zelle* Terms and the *Zelle* Network Rules.

P. Exposure to Content

You understand that by using *Zelle*, you may be exposed to a Tag or other content that is offensive, indecent, or objectionable. We and the *Zelle* Network are not responsible for, and assume no liability, for any User Tags or other content, including any loss or damage caused thereby or to any of your content. We and the *Zelle* Network make no representation or warranty that the Tag or content uploaded to a *Zelle* User profile accurately identifies a particular *Zelle* User of the *Zelle* Service. We respect the intellectual property of others and require that *Zelle* Users comply with relevant intellectual property laws, including copyright and trademark laws. We may at our discretion, limit or terminate the use of *Zelle* for *Zelle* Users who use or publish content on *Zelle* that is or may be subject to intellectual property rights claims.

Q. Zelle® Tags

Zelle may include functionality for you to use a unique alpha-numeric identifier to your registered *Zelle* User profile to be used as a *Zelle* Token, in lieu of your mobile phone number or email address or another alias when sending, receiving, or requesting money, which will be your *Zelle* tag ("**Tag**"). Each Tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Tags you may use. Your Tag must meet the Content Standards set forth above. You may not select a Tag that misleads or deceives other *Zelle* Users as to your identity, or otherwise. Although neither we nor *Zelle* have any obligation to monitor Tags, both we and *Zelle* have absolute discretion to remove a Tag at any time and for any reason without notice. We and *Zelle* may require you to change your Tag in our sole discretion, and we may elect to make a Tag unavailable to you, without any liability to you. We and *Zelle* may also monitor Tags to detect and prevent fraudulent activity or violations of these *Zelle* Terms or the *Zelle*® Network Rules.

You understand that by using *Zelle*, you may be exposed to a *Zelle* tag that is offensive, indecent, or objectionable. We and the *Zelle* Network are not responsible for, and assume no liability, for any Tags, including any loss or damage caused thereby. We and the *Zelle* Network make no representation or warranty that a Tag accurately identifies a particular *Zelle* User. We respect the intellectual property of others and require that *Zelle* users comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on *Zelle* that is subject to intellectual property rights claims.

R. Fees

We and the *Zelle*® Network do not charge a fee to use *Zelle*®.

S. Cancellation of the Service

If you wish to cancel *Zelle*, please contact us at (773) 244-7000 or send us cancellation instructions in writing by postal mail to Byline Bank PO Box 7969 Carol Stream IL 60197-7969. Your access to *Zelle* will be suspended within 3 Business Days of our receipt of your instructions to cancel *Zelle*.

T. Right to Terminate Access

Unless otherwise restricted by Applicable Law, may terminate or limit the *Zelle* Terms and/or your access to the *Zelle* Service, in whole or in part, at any time without notice to you if you do not pay any fee required and when due, if you have insufficient funds in any one of your Accounts, if you do not comply with these *Zelle* Terms, the Agreement, or any agreement governing your Accounts, or your Accounts are not maintained in good standing. We will promptly notify you if we terminate or limit these *Zelle* Terms or your use of the *Zelle* Service for any other reason. Access to the *Zelle* Service, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this *Zelle* Terms will control. You may request reinstatement of the *Zelle* Service by calling us at (773) 244-7000.

U. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED IN THESE ZELLE TERMS, OR WITH RESPECT TO THE BANK, THE DIGITAL BANKING AGREEMENT, AND SUBJECT TO APPLICABLE LAW, YOU AGREE THAT NEITHER WE, NOR THE ZELLE NETWORK MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO ZELLE. WE AND ZELLE EXPRESSLY DISCLAIM

ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH REGARD TO THE SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR THE ZELLE NETWORK WARRANTS THAT ZELLE (A) WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBERATTACK, OR ERROR-FREE, OR (B) THAT DEFECTS WILL BE CORRECTED. YOUR USE OF ZELLE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF ZELLE AND THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

V. Liability; Limitation of Liability

ZELLE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH ZELLE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). YOU ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES YOU HAVE WITH ANY OTHER ZELLE® USER WITH WHOM YOU SEND MONEY TO OR RECEIVE MONEY FROM USING ZELLE. REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS AND MISAPPLIED PAYMENTS, AS SET FORTH IN THE ZELLE NETWORK RULES. CONTACT US TO DISPUTE A TRANSACTION.

You should contact us at 773-244-7000 in the event of a Zelle® transfer sent from your Enrolled Account that you did not authorize, if your intended recipient did not receive the funds (and you have confirmed that the Zelle Token that you used is correct), or that you sent as a result of the recipient falsely implying they were affiliated with a government agency, financial institution or business, or any other imposter scam.

Neither we nor the Zelle Network shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or the Zelle Network to complete a transfer in the correct amount, or (ii) any related Losses. Neither we nor the Zelle Network shall be liable for any typos or keystroke errors that you may make when using Zelle.

Neither we nor your wireless carrier is liable for any delay or failure to deliver any message sent to or from us or the Zelle® Network, including messages that you may send through us (or) or through Zelle®, or that we, our agents, or the Zelle® Network may send on your behalf.

When using Zelle, it is possible that you may experience technical or other difficulties. We and the Zelle Network are not responsible for any technical or other difficulties using Zelle or for any Losses that you may incur as a result.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL THE ZELLE NETWORK, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR ANY NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY ZELLE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN ZELLE DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO ZELLE AS DESCRIBED OR PROVIDED, EVEN IF THE ZELLE NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE OR WITH THESE ZELLE TERMS. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING ZELLE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF THE ZELLE NETWORK, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

W. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using *Zelle*, and except as otherwise provided in these *ZELLE* Terms, you agree to indemnify, defend and hold harmless us, the *Zelle* Network, and other Network Financial Institutions, and each of our respective owners, directors, officers, agents and employees from and against all claims and Losses resulting from or arising out of your use, misuse, errors, or inability to use *ZELLE*, or any violation by you of these *Zelle* Terms.

X. Ownership and License.

You agree that we, our agents, and the *Zelle* Network, as applicable, retain all ownership and proprietary rights in *Zelle*, associated content, technology, and website(s), including all improvements, modifications and derivative works (collectively, the “**Zelle Product**”). We grant, and you accept for the term of these *Zelle* Terms, a non-exclusive, non-assignable, non-transferable, non-sub licensable, revocable, limited right and license to use the *Zelle* Product in connection with your Enrolled Accounts. You may not copy, reproduce, distribute or create derivative works from the *Zelle* Product and agree not to reverse engineer or reverse compile any of the technology used to provide *Zelle*.

Y. Applicable Law.

You agree that you will use *Zelle*, and send and request *Zelle* transfers in accordance with Applicable Law, and not in connection with any products, services, or activities that are illegal under Applicable Law.

Z. Service Availability

Subject to these *Zelle* Terms, the *Zelle* Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle*’s control.

VII. Mobile Deposit

“Mobile Deposit” is a service that is designed to allow you to make check deposits to your Accounts from home or other remote locations by taking pictures of your paper Checks on your Mobile Device (“**Check Image**”) and submitting the Check Image and associated deposit information to us electronically through the Mobile Application (each an “**Electronic Check Deposit**”). Mobile Deposit is only available through Mobile Banking. For purposes of these Mobile Deposit terms and conditions set forth in this section (“**Mobile Deposit Terms**”), a “**Check**” means a negotiable demand drawn on or payable through an office of a bank, the Federal Reserve Bank, Federal Home Loan Bank, a state or local government, or the U.S. Treasury.

LIMITS

From time to time and in our sole discretion, we may establish or change limits based on a variety of factors, including but not limited to the dollar amount and/or number of Electronic Check Deposits that you may make without notice. If you attempt an Electronic Check Deposit in excess of those limits, we may reject your Electronic Check Deposit. If we permit an Electronic Check Deposit in excess of those limits, the deposit will be governed by these Mobile Deposit Terms and we will not be required to allow Electronic Check Deposits in excess of those limits at other times. Our standard limits are a total of \$2,500 and 10 Checks per Business Day, and a total of \$5,000 and 25 Checks per rolling 25 Business Days. If you need to make deposits in excess of such limits or in the event of equipment or telecommunication failure or outage or other system problem, you may deposit the checks by mail, at an ATM, or at a Bank branch (subject to applicable restrictions).

ELIGIBLE ITEMS

You agree that you will only use Mobile Deposit to deposit Checks that meet all the following requirements:

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

- The check otherwise complies with these Mobile Deposit Terms.

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

- Checks that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any financial institution, regardless of whether such check was honored.
- Checks payable to any person or entity other than you and/or a joint owner on the Account (i.e., payable to another party and then endorsed to you).
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn.
- Checks submitted for deposit after any expiration date listed on the Check.
- Checks which are otherwise not acceptable for deposit under the terms of the Deposit Account Agreement.
- Checks previously converted to a substitute check as defined in Regulation CC ("Substitute Check").
- Checks payable on sight or payable through drafts as defined in Regulation CC.
- U.S. savings bonds or money orders.
- Checks with any endorsement on the back other than as specified in these Mobile Deposit Terms.
- Checks that are remotely created checks (as defined in Regulation CC).

ENDORSEMENTS AND PROCEDURES

YOU MUST RESTRICTIVELY ENDORSE ANY CHECK TRANSMITTED THROUGH MOBILE DEPOSIT WITH "FOR MOBILE DEPOSIT ONLY AT BYLINE BANK" OR OTHER LANGUAGE REQUIRED BY US.

Endorsements must be made on the back of the Check within 1½ inches from the top edge. We may in our discretion accept endorsements outside this space, or Checks without the required endorsement. A Check payable to two payees must be endorsed by both payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time.

WE ARE NOT RESPONSIBLE FOR ANY LOSS THAT YOU MAY INCUR FROM A DELAY OR PROCESSING ERROR RESULTING FROM AN IRREGULAR ENDORSEMENT OR OTHER MARKINGS.

LEGIBILITY REQUIREMENTS

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

RECEIPT OF CHECK IMAGES

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

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

All Electronic Check Deposits will be treated as "deposits" and "checks" under and subject to the Deposit Account Agreement except as expressly set forth in these Mobile Deposit Terms. The manner in which the

Electronic Check Deposit is credited to your Account, cleared, presented for payment and collected shall be in our sole discretion subject to the Deposit Account Agreement.

RETURNED DEPOSITS

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

CUTOFF TIMES AND FUNDS AVAILABILITY

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

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

TREATMENT OF ORIGINAL CHECKS

After you receive confirmation that we have received a Check Image that you have transmitted, you must securely store the original Check for at least sixty (60) days from the submission date. Upon our request, you will deliver to us within ten (10) days, at your expense, the original Check. If the original Check is not provided within ten (10) days, the amount of the Electronic Check Deposit will be debited from your Account. After 60 days, if we have not requested the original Check, you agree to destroy the original Check that you submitted as an Electronic Check Deposit, by marking it "VOID" and destroying it by cross-cut shredding or another commercially acceptable and secure means of destruction.

ERRORS IN TRANSMISSION

By using Mobile Deposit, you accept the risk that a Check Image may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.

YOUR WARRANTIES

By using Mobile Deposit and transmitting Check Images for deposit to your Account, you represent and warrant to us that:

- You will only transmit eligible Checks;
- You will not submit duplicate Checks, except as required by these Mobile Deposit Terms;
- You have possession of the original Check.
- You will not deposit or otherwise endorse to a third party the Original Check or a Substitute Check or another Check image for payment, or collection, unless requested by us. No person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original or Substitute Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on a Check that has already been paid.
- All information you transmit to us is true and accurate.
- Each Check Image is a true and accurate rendition of the front and back of the Original check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- You will only use Mobile Deposit for lawful purposes and in compliance with Applicable Law and you have handled the Original Checks in accordance with Applicable Law.
- You are not aware of any factor which may impair the collectability of the Check.

With respect to each Check Image, you also make to us all representations and warranties that we make or are deemed to make to any party pursuant to Applicable Law. You agree that files and

images transmitted to us will contain no known viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

COOPERATION WITH INVESTIGATIONS

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

VIII. Third Party Services

The Digital Banking Service offers integrations and/or connections with optional services offered and performed by third party providers ("**Third Party Services**") to make additional services that complement the Digital Banking Services available to you. These Third Party Services may include but are not limited to Plaid, Autobooks, ClickSwitch, Cardswap, MX (Financial Tools), and Quicken. THE THIRD PARTY SERVICES ARE NOT OFFERED, PROVIDED OR SERVICED BY THE BANK AND ARE SUBJECT TO THE RESPECTIVE THIRD PARTY PROVIDER'S SERVICE TERMS AND CONDITIONS, AND PRIVACY AND OTHER POLICIES. THE THIRD PARTY SERVICES ARE GOVERNED BY THEIR RESPECTIVE END-USER LICENSE AGREEMENTS WHICH MUST BE ACCEPTED BY YOU, IF YOU CHOOSE TO USE THE THIRD PARTY SERVICE. Please read the respective privacy policies and license agreements carefully before enrolling.

IX. PROVISIONS APPLICABLE TO CONSUMER DEPOSIT ACCOUNTS ONLY

The following sections apply only to individuals who access the Digital Banking Service for personal, family or household purposes. Although we may grant the protections set forth below to you if you use the Digital Banking Service for business purposes, you are not entitled to such protections; we are under no obligation to provide them to you; and we may cease providing them at any time in our sole and absolute discretion. For purposes of this section, "Account" is limited to non-IRA and non-Health Savings deposit Accounts.

A. Your Rights and Responsibilities

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

B. Resolving Errors or Problems

In case of errors or questions about your EFTs, call us at (773) 244-7000 or write us at PO Box 7969, Carol Stream, IL 60197-7969. Notify us as soon as you can, if you think your statement is wrong or if you need more information about an EFT.

- Tell us your name and Account number (if any).
- Describe the error or the EFT you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days if the EFT involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the EFT involved a new

Account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (twenty (20) Business Days if the EFT involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. Your Account is considered new for the first thirty (30) days after the Account is opened, unless each of you already has an established deposit account (more than 30 days old) with us before this Account is opened.

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

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

C. Our Liability for Failure to Make EFTs

If we do not complete an EFT, including a Payment, to or from your Account on time or in the correct amount, or cancel an EFT as properly requested on time or in the correct amount, according to our agreement with you, we are liable for your Losses. There are some exceptions to our liability for processing transactions on your Accounts. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in your Account to make the EFT, or if the EFT cannot be made because of legal restrictions affecting your Account;
- The transfer would go over the credit limit on your overdraft line;
- Your Account is closed or has been frozen;
- You or anyone you allow to use the Digital Banking Service has committed any fraud or violation of Applicable Law;
- The systems, including Mobile Banking, your Mobile Device or your Internet, cellular or wireless service, were not working properly and you knew about the breakdown when you started the transfer;
- Circumstances beyond our control, such as interruption of telephone or wireless service or telecommunication facilities, flaws in your Mobile Device or natural disaster, such as a fire or flood, prevent the transfer, despite reasonable precautions that we have taken;
- You have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on a Bill Payment;
- You have not properly followed the instructions for using the Digital Banking Service;
- You have failed to download and/or install any required Mobile Application;
- Your computer or Mobile Device fails or malfunctions; or
- Your operating system or software was not properly installed or functioning properly.

There may be other exceptions stated in the applicable Other Agreements.

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

X. Privacy

In addition to any other reasons disclosed in this Agreement, we will disclose information to third parties about your Account or the transactions you make:

- Where it is necessary for completing transactions;
- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;

- As required by Applicable Law, including tax laws;
- If you give us your written permission; or
- As explained in our Privacy Notice and Policies.

You can see a full description of our privacy practices by clicking on "Privacy Policy" in the Digital Banking Service.

We may maintain audit logs that track your access, viewing, and use of electronic data in connection with your use of Digital Banking. These audit logs may include but are not limited to detailed information about your transactions conducted through Digital Banking.

XI. Limitations on Our Liability; Warranties Disclaimer

We will not be responsible for the following matters, or for errors or failures of the Digital Banking Service:

- We will not be liable for failure to provide access or for interruptions in access to the Digital Banking Service due to a system failure or due to other unforeseen acts or circumstances.
- We will not be responsible for any errors or failures from any malfunction of your computer, Mobile Device or any computer virus or other problems related to your computer equipment used with the Digital Banking Service.
- We are not responsible for any errors or Losses you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider or Internet service connectivity, your personal financial management or other software, your Mobile Device or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Digital Banking Service.
- We are not responsible for postal delays or processing delays by the Payee for any Payment made through the Digital Banking Service.

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

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

XII. NOTICE AND DELIVERY

Notwithstanding the provisions of any Other Agreement, all notices we may send to you, all other Documents, and any other information concerning this Agreement, your Accounts or the Digital Banking Service may be sent in electronic format, through the mail (U.S. Postal Service or overnight courier), by hand delivery, or by other means, except as expressly provided otherwise in this Agreement.

We'll send this information in electronic format, when applicable using the email address or mobile phone number, or postal address of the owner of the applicable Account or service as reflected in our records, unless you specify a different email address, phone number, or postal address.

Documents we send via mail or hand delivery shall be effective (i) if mailed via U.S. mail, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, or (ii) if sent via overnight courier or hand-delivered, when delivered.

We may send Documents electronically as set forth in the Electronic Records and Signatures (ESign) Disclosure and Consent Agreement. Documents sent electronically by us will be effective when the Document, or a notice

advising of its availability, is sent to the appropriate electronic address. As described above, the electronic address we may use includes an email address, or other electronic address.

If your Account has multiple owners, we may send Documents to any one of them. The person receiving the notice is responsible for providing copies of all Documents to all other account owners.

Any notice you send to us must be sent via mail or some other method we have expressly authorized and won't be effective until we receive it and have a reasonable opportunity to act on it.

XIII. GENERAL TERMS

A. Information Authorization

In order to provide the Digital Banking Service, we must obtain certain personal information about you, your Accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our Privacy Policies.

B. Ownership of Intellectual Property

We and/or our service partners retain all ownership and proprietary rights in the Digital Banking Service, associated content, technology, and website(s), and the content, information and offers on our website(s) are copyrighted by us. Your use of Digital Banking is subject to and conditioned upon your compliance with the Agreement. The unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You may not use Digital Banking (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Digital Banking.

C. Third Party Websites

The Digital Banking Service may contain or reference links to websites operated by third parties ("**Third Party Websites**"). These links are provided as a convenience only. Third Party Websites are not under our control, and we are not responsible for the content of or links contained in any Third Party Website. The Third Party Websites may have different privacy policies than us. You agree that we are not responsible for any provisions or terms in a Third Party Website and have no liability for any Third Party Website.

D. Notice of Receipt of Funds Transfers

The bank statement provided to you by us will notify you of funds transfer payments received by us for credit to the Account(s). You are hereby notified and agree that we shall not be required to provide any other notice to you of such receipt of payments.

E. Geographic Restrictions

Although we generally do not restrict your use of the Digital Banking Service from outside of the U.S., we may restrict access from certain jurisdictions as required by Applicable Law, or for security or other purposes. Additionally, other countries may impose limits on your access.

F. Governing Law

This Agreement shall be governed by and construed in accordance with federal law and with the laws of the State of Illinois, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law, and all other terms of this Agreement shall remain in full force and effect.

G. Indemnification

In addition to the indemnifications and limitations on liability contained in the applicable Other Agreements and except as prohibited by Applicable Law, you hereby indemnify and hold harmless us, our affiliates, and our service providers and each of our and their respective directors, officers, employees, agents, successors, and assigns ("**Indemnitees**") from and against all Losses incurred by or asserted against such Indemnitee in any way relating to or arising out of (i) your use of the Digital Banking Service, (ii) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (iii) any failure by you to comply with Applicable Law, (iv) any acts or omissions of you or any third party, (v) our reliance on the information, instruction, license and/or authorization provided by you under this Agreement, or (vi) your

infringement or infringement by any user of your Account(s) of any intellectual property or right of any person or entity.

H. Exclusion of Warranties

THE DIGITAL BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF OUR SERVICE PROVIDERS) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE MAKE NO WARRANTY THAT THE DIGITAL BANKING SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, INVULNERABLE TO SECURITY BREACH, OR ERROR-FREE, WILL DELIVER ACCURATE OR RELIABLE RESULTS, AND WILL BE CORRECTED IF ANY ERRORS ARE IDENTIFIED IN DIGITAL BANKING OR TECHNOLOGY. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

I. Amendment

We may add, delete, or change the terms and conditions of this Agreement or modify in whole or part the Digital Banking Services and features at any time. We will notify you of changes if required by Applicable Law. We may notify you of changes by mail, email, text message, or a notice on our website and will make the updated terms available on our website. Your continued use of the Digital Banking Service after the effective date of the change constitutes your acceptance of the changes. If you do not agree with a change, you may discontinue using the Digital Banking Service.

J. Waiver

We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.

K. Termination of Agreement; Suspension of Service

We may terminate this Agreement, in whole or in part, or suspend or terminate your access to the Digital Banking Service or any specific feature or service in the Digital Service at any time in our sole discretion. We will provide you with notice of such termination, or suspension if required by Applicable Law. If your access to the Digital Banking Service or a portion of the Digital Banking Service is terminated, any unprocessed Funds Transfers and Payments, including both one time and Repeating Transfers and Payments, as applicable, will be canceled and not processed. To request reinstatement of the Digital Banking Service, call us at (773) 244-7000. Any service that depends on wireless carrier service is also subject to termination or suspension in the event your wireless service terminates or lapses.

L. Continuing Rights

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.

M. Force Majeure

We shall not be responsible for any Losses resulting from our failure to perform any Digital Banking Service or to perform any other obligations under this Agreement and which are caused by an act of God, pandemic, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or event of terrorism, or acts of governmental authority or Federal Reserve Board; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond our control.

N. Assignment

This Agreement is personal to you and may not be assigned. We may assign this Agreement in our sole discretion and may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

O. Entire Agreement

This Agreement, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Digital Banking Service.

P. Headings; Severability

The section headings of this Agreement are for convenience only and shall not limit or affect the meaning or construction of any of the provisions of this Agreement. If for any reason any provision or portion of this Agreement is found unenforceable, the remaining provisions will continue in full force and effect.

Q. Our Contact Information

You may contact us at any time by calling (773) 244-7000 or by writing to us at PO Box 7969, Carol Stream, IL 60197-7969.

R. Print and Save this Agreement

To print and save this agreement, visit: www.bylinebank.com/terms/digital-banking-agreement

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