



# **Business Deposit Account Disclosures**



## BUSINESS ACCOUNT DISCLOSURE

We're happy you've chosen us and pledge our finest service each time you visit. Keep in mind our many financial services and don't hesitate to ask for assistance. The signature card you will sign shows ownership of the account. When you sign it, you promise to be bound by this agreement and the regulations in it. Please read this Business Account Disclosure carefully. Call us if you have any questions or if we can be of further assistance. Please see our contact information listed at the end of this document.

## GENERAL RULES AND INFORMATION APPLICABLE TO ALL ACCOUNTS

**AUTHORIZED SIGNATURE(S):** Only the authorized signature(s) that appear(s) on the signature card for an account will be honored by the Bank in connection with deposits, withdrawals, or the transaction of other business relating to that account. To change the signing authority, we must receive specific written notice of the change of signing authority and be given a reasonable amount of time to conform to that change.

**RESTRICTIVE LEGENDS:** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**DEPOSITS:** Deposits of any amount may be made in person, by mail, through an Automated Teller Machine, through an Electronic Funds Transfer system, or through one of the Bank's night depositories, subject to bank verification.

1. Unless the deposit is delivered in person, it is not considered received until it is actually received by the Bank from the U.S. Postal Service, or retrieved from a night depository or an Automated Teller Machine, or a credit advice is received for a foreign automatic teller deposit, or for a wire transfer and it is processed by the Bank. Transactions made on a day when the receiving Bank office is not open for routine business, or that are received after the close of business on a day when the receiving Bank office is open for routine business, will not be posted to the account until the next business day. For current hours, please refer to the Bank's website.

2. If you deposit cash into your account, the deposit will be available for you to withdraw as soon as the amount is verified and credited to your account.

3. If you deposit a check, bond, coupon, or other non-cash item, we have the right to receive payment for it and credit it to your account before we make the money available to you. We reserve the right to place a "hold" for the amount of the check you deposit until we have collected those funds. Normally we would place a "hold" on a check you deposit if:

- (a) your account is new and it has not yet developed enough history activity for us to know you;
- (b) you deposit a check for an unusually large amount;
- (c) your check is drawn on another bank or institution;
- (d) you make a cash back or split deposit; or
- (e) your check is issued by a person or organization whose reliability is not known to us.

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

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

5. We have the right to refuse, limit, or return your deposit.

6. The Bank is not liable for a deposit made in our night depositories until the deposit is recorded by the Bank.

7. If you have a Bank ATM or Debit Card, you can also make a deposit through an Automated Teller Machine.

These transactions are subject to the terms stated in Electronic Fund Transfers.

**WITHDRAWALS:** Withdrawals from your account can be made in several different ways.

1. You can write a check if you have a checking account.

2. You can use a withdrawal order if you have a savings account. If your savings account is evidenced by a passbook, you must present this passbook when making deposits or withdrawals. At the Bank's discretion, you may make transactions without this passbook but you should present your passbook as soon as possible for entry of these transactions by the Bank. The balance shown in your passbook, on your statement, or on a receipt will not be considered final until verified by us in comparison with our books and records. As a day-to-day practice, the Bank allows withdrawals from regular passbook and statement savings accounts at any time without prior notice. We do reserve the right,

however, to demand and receive at least 7 days prior written notice that a withdrawal is going to be made. A provision of this type is required by federal law.

3. If there is a power of attorney on file for your account, the person having the power of attorney can make a withdrawal for you.

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

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

**STOP PAYMENTS:** If you wish to stop payment on a check you have written, you must complete a Stop Payment Request or you must notify the Bank in writing and this notification must be accepted by the Bank before the check is paid. Stop Payment Requests submitted within online banking or via Telebanker do not require written confirmation. A written Stop Payment Request is binding upon the Bank for only 180 calendar days unless renewed in writing. An oral Stop Payment Request is effective for only 14 days unless confirmed in writing within that period. The request can be made by phone or in writing and must include the number, date, amount, and payee of the check. Only the person who requests a stop payment can release the check for payment. The Stop Payment Request will become effective 24 hours after acceptance. We are not responsible for Stop Payment Requests with incorrect information. Please refer to our Product and Service Fees for the current service fee for each Stop Payment Request you give us. You have no right to stop payment on any purchase or cash withdrawal originated by use of the Debit Card. We have no obligation to honor any such Stop Payment Request by you.

**NIGHT DEPOSITORY:** All financial institutions are required to notify their depositories (pursuant to Illinois Senate Bill 137 as amended by Illinois Senate Bill 1526) of the adoption of a policy that the financial institution is not liable for deposits made in an outside depository until the deposit is actually recorded.

**CLOSING AN ACCOUNT:** You can close your account, provided the funds are collected, on any of the Bank's accounting days for any reason. The Bank can also close the account at any time, but, if the Bank does so, it will mail or otherwise give you a notice of that closing and a check for the remaining balance, if any.

**SERVICE FEES:** Service fees for each type of account are stated in our Business Banking Services Brochure. We have the right to require that a minimum balance be maintained in your account. If that balance is not maintained, a service fee may be assessed. It is agreed that an account, whether active or dormant, shall be subject to service fees adopted by the Bank and may be changed from time to time. Such fees may be deducted from your account and the Bank shall not be liable for dishonoring checks, drafts, notes, or other instruments because of insufficient funds resulting from the deduction of such service fees.

**DEBTS WITH US:** If you owe us money (including principal, interest, costs, fees, or expenses), we have the right to transfer funds from any account with like ownership.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT:** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limita-

tion, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**GOVERNING LAW AND OTHER COMPLIANCE MATTERS:** In addition to the regulations of the Bank, accounts are subject to all state and federal laws and applicable regulations which could supersede these deposit regulations from time to time.

The bank expects any business engaged in activities considered to be of regulatory significance, as defined at the sole discretion of the bank, to adhere to all applicable local, state and federal rules and regulations associated with said business. These businesses or activities include, but are not limited to, businesses considered money service businesses, pawn brokers, precious metal dealers, businesses engaging in internet gambling, operation of non-bank owned Automated Teller Machines, etc. If you are engaged in any such businesses or activities, the bank may, from time to time, require evidence of compliance with applicable rules and/or regulations. Failure to comply with these or other compliance related requests may result in the closure of your account.

**LIABILITY:** We will be responsible and liable only for our own lack of good faith and our own failure to exercise ordinary care in handling items for collection or deposit in accordance with applicable laws. Ordinary care by us means that we will maintain reasonable Bank procedures for the handling of these items, but we shall not be liable for a clerical error, an oversight, or an honest mistake in judgement.

**DISAGREEMENTS:** The regulations contained in this brochure are binding both on the Bank and on you. If there is a conflict between these regulations and something said by one of our representatives, these regulations will be controlling.

**CHANGE OF BANK TERMS:** We can change these regulations at any time. If we do, we will attempt to notify you by posting notice at the Bank or by mailing notice to you at the address shown on our records.

**REQUEST TO HOLD MAIL:** If you have requested to discontinue receiving mailed statements, you have agreed to pick up copies of your account statements and review them regularly.

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

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

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

B. Rights regarding substitute checks. In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF fees).

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

If you use this procedure, you may receive up to \$2500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

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

Your claim must include:

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

#### **GENERAL RULES COVERING CHECKING AND INTEREST-BEARING TRANSACTION ACCOUNTS**

**STATEMENTS:** A monthly cycled statement will be sent to you summarizing the activity of your account. If you do not notify us of an unauthorized signature or alteration within a reasonable time (no later than 60 days) after the first statement has been sent on which the error appeared, you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure and you cannot assert any unauthorized signatures or alterations by the same person or persons on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. Statements may automatically be combined for accounts with the same title and mailing address.

We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within 60 days of when we send or make available to you the statement and items. You must also report any other account problem within this 60-day period or lose your right to assert the problem against us.

**INTEREST BEARING ACCOUNT:** With respect to all accounts other than personal checking accounts **BY LAW WE MUST RESERVE THE RIGHT TO REQUIRE SEVEN DAYS WRITTEN NOTICE FROM YOU OF ANY INTENDED WITHDRAWAL.** If we do at any time require seven days notice, we will have the right to return any unpaid checks for which notice has not been given and we will not incur any liability in so doing.

**INTEREST:** Interest will be credited or paid in accordance with the following general rules. For each statement cycle during which you maintain the balance or average available balance which we have established, the money deposited in your account will earn interest at our current rates. **WE RETAIN COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH WE DETERMINE THE ANNUAL PERCENTAGE YIELD.** At the time of your initial deposit, we will advise you of our current rate. A rate will be applied to the daily balance in your account during each statement cycle.

#### **PROCESSING AND POSTING ORDERS:**

##### **A. Processing and Posting Orders**

We may determine in our discretion the order that we process and post credits, debits and holds to your account. We may credit, authorize, accept, pay, certify, decline or return credits, debits and holds arriving to your account on the same day in any order at our option. We may change our processing and posting order at any time without notice to you. We may give preference to debits payable to us. On your account statement we do not necessarily report debits and credits in the order that we posted them to your account.

As examples: Credits include teller deposits, direct deposits and credits we make. Debits include checks, debit card purchases, withdrawals (in-person, ATM, preauthorized and Online), payments, fees, charges and other items. Holds include deposit holds, debit card authorizations and holds related to cash withdrawals and electronic transfers.

##### **B. Debit Categories**

We may establish different categories for different types of debits, move debit types among categories, and determine posting orders within each category and among categories. A category may include more than one type of debit. As an example, we may treat ATM withdrawals and debit card purchases as one category, and checks as another category, and then process and post ATM withdrawals and debit card purchases before we process and post checks. Some categories may have different posting orders than other categories. We may change categories and orders within categories at any time without notice.

##### **C. Transactions Made After Business Day Ends**

Some transactions that you make late in the day, after our business day has ended, are still included in the balance for your account that we use to process your transactions for that day. These transactions are listed below.

The following credit transactions increase your balance: transfers to your account from another Bank deposit account made at a Bank ATM, at a bank branch, through Online Banking or through telephone customer service. The following debit transactions reduce your balance: cash withdrawals made at a Bank ATM or at a bank branch and transfers from your account made at a Bank ATM, at a bank branch, through Online Banking or through telephone customer service.

We show these transactions as posting to your account on our next business day, even though we included them in the balance we use to process your transactions on our prior business day. This process may impact when fees apply to your account. The credits can help you avoid overdrafts, returned items and related fees the prior business day. However, the debits may cause you to incur overdrafts, returned items and related fees.

#### D. Posting Order Determined at End of Day

We do not process and post credits, debits and holds to your account in the order in which they occur or we receive them. Often, they are not posted to your account on the same day that they occur. As an example, when you write a check or pay a merchant, the merchant may not present the check to us for payment until several days later. Sometimes we temporarily post credits, debits or holds to your account during the day. When we do this, we may change their posting order at the end of the day. We may treat credits, debits and holds to your account which we receive on a day as if we received all of them at the end of the day and post them in the order we determine.

#### E. High to Low Dollar Posting

We ordinarily process and post debits and credits within each category from the highest to lowest dollar amount, regardless of the order in which they occur or we receive them. When you do not have enough available funds in your account to cover all of the items we receive that day, high-to-low posting order may result in more overdraft items and returned items and more fees than may have resulted if we had used another posting order.

#### F. Overdraft Fees

Some processing and posting orders may result in more overdraft items and returned items and more fees than other orders. We may choose our processing and posting orders regardless of whether additional fees may result.

You can avoid overdraft fees by making sure that your account always contains sufficient available funds to cover all of your transactions. Sometimes you appear to have enough funds in your account to cover a debit but still get an overdraft fee on the debit. This can occur when your account balance included some funds that were not available at the time we processed the debit. Funds subject to a hold, dispute or legal process are not available funds.

**SWEEP ACCOUNTS:** The Dodd-Frank Act provides unlimited FDIC insurance for non-interest bearing transaction accounts and IOLTA accounts. Under that program, through December 31, 2012, and if extended through 2013, all non-interest bearing transaction accounts and IOLTAs are fully guaranteed by the FDIC for the entire amount in the account. Coverage under the Dodd-Frank Act is in addition to and separate from the coverage available under the FDIC's general deposit insurance rules. However, funds that are swept out of your non-interest bearing transaction account pursuant to a sweep agreement you have with us are not covered by the FDIC guarantee while such funds are not in your non-interest bearing transaction account. The funds held in the interest bearing deposit account are insured up to the current FDIC coverage limit of \$250,000 per depositor.

### GENERAL RULES COVERING SAVINGS ACCOUNTS

**EVIDENCE OF ACCOUNT:** A savings account may be evidenced by a passbook or written statement. If the savings account is evidenced by a statement form, a written statement will be issued at least once during each calendar quarter to report deposits, credits, withdrawals or any changes to your savings account. As to passbook accounts, each deposit shall be entered in the passbook, which shall be the evidence of such deposit. The amount shown in the balance column of the passbook is for the guidance of the depositor and is not to be taken as correct unless verified by comparison with the books of the Bank. Only one book will be issued to joint depositors. If your passbook is lost, stolen, or destroyed, you must notify the Bank at once. The Bank retains the option to require a 30 day waiting period before it permits withdrawals from the account or issues a new passbook. The Bank may require you to furnish an Indemnity Bond as a condition to any such withdrawal or new passbook. In addition, a fee to be determined by the Bank, but not in excess of \$10.00 per replacement, will be charged for each lost passbook. There may be a surcharge for repeated losses.

**WITHDRAWALS:** You can withdraw amounts from your savings account in person or by mail; in either case, a properly signed withdrawal order is required. The Bank may at any time assess charges for excessive savings account activity. Consult the Personal Banking Services Brochure for details.

**EXCESS WITHDRAWALS:** You may make six withdrawals, which may include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties, during a statement cycle without incurring service fees. For each additional withdrawal during a statement cycle, there will be a service fee as designated in the Personal Banking Services Brochure.

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

will advise you of our current rate. A rate will be applied to the daily balance in your account during each statement cycle. Interest begins to accrue on the business day you make a deposit. Accounts closed before the interest payment date will not earn accrued interest for that period.

**STATEMENTS:** We send out statements for statement savings accounts at least four times a year. Early each interest quarter, we will send you a statement that will show the last quarter's deposits, withdrawals, and interest paid to you as well as the account balance.

**INCOME TAX REPORTING:** We will send you a statement which will show the total interest earned for the year so you can include it in your income tax return. If you have earned interest totaling \$10.00 or more in one calendar year, we will send you a statement of interest earned for income tax purposes by January 31st of the following year.

We will provide, and you will complete an IRS form W-9 indicating your correct Social Security Number or Tax Identification Number in accordance with the U.S. IRS requirements. It is important that you keep us informed of your correct address. If your statements are returned because of an incorrect address, we will suspend further mailing until we receive a signed notification from you of your new address.

### FUNDS AVAILABILITY

**DETERMINING THE BUSINESS DAY YOUR DEPOSIT WAS MADE:** The length of time until your deposit is available is counted in business days from the day of your deposit. Business days are Monday through Friday, excluding federal holidays. If you make a deposit before the close of business on a business day that we are open, we consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we consider the deposit as being made on the next business day we are open.

Deposits made at our Night Depository before 8:00am will post on the same business day. Deposits made after 8:00am or on a non-business day will post on the next business day. Deposits made at our ATMs before 6:00pm will post on the same business day. Deposits made after 6:00pm or on a non-business day will post on the next business day. The number of days until your deposit is available varies depending on the items deposited, as follows.

**AVAILABILITY/CASH WITHDRAWAL LIMITATION:** Our policy is to make cash and electronic direct deposits available on the business day we receive the deposit. Funds from the following items are available on the first business day after the day of your deposit for cash withdrawal or to pay checks you have written:

- checks drawn on us;
- state and local government checks that are payable to you (if you use a special deposit slip available from one of our bank officers);
- cashiers, certified, and teller checks that are payable to you (if you use a special deposit slip available from one of our bank officers); and
- Federal Reserve Bank Checks, Federal Home Loan Bank Checks, U.S. Treasury Checks and U.S. Postal Money Orders, if these items are payable to you.

Funds from all other checks not listed above will be available to pay checks you have written on the first business day after the day of deposit. The first \$100 (savings & money market accounts) or \$600 (checking accounts) from deposits containing checks not listed above will also be available for withdrawal in cash on the first business day after the day of deposit. All remaining funds will be available for cash withdrawal on the third business day after the day of the deposit.

**LONGER DELAYS MAY APPLY:** Funds you deposit by check may be delayed for a longer period under the following circumstances:

- checks you deposited exceed \$5,000;
- we believe a check you deposited will not be paid;
- you have repeatedly overdrawn your account;
- you redeposited a check that has been returned unpaid; or
- there is an emergency, such as failure of communications or computer equipment.

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

**SPECIAL RULES FOR NEW ACCOUNTS:** If you are a new customer, the following special rules will apply during the first 30 days your account is open. A new customer is defined as a customer who has not had a transactional account for at least 30 calendar days prior to the new account opening date.

1. Funds from cash and electronic direct deposits into your account will be available on the day we receive the deposit.

2. Funds from wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you must use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

3. Funds from all other deposits will be available on the 6th business day after the day of deposit.

**DEPOSITS AT AUTOMATED TELLER MACHINES (ATMS):** All ATMs that we own and operate are identified as our machines. We do not accept deposits made at ATMs that we do not own or operate. For deposits made at an ATM that we own and operate, the entire deposit is available to pay for checks that you have written and the first \$100 (savings and money market accounts) or \$600 (checking accounts) is available the next business day following the day of deposit for cash withdrawal. All remaining funds will be available for cash withdrawal on the third business day following the day of deposit. Deposits of on-us checks, and US Treasury checks payable to the account owner will be made available on the first business day after the business day of deposit.

### **ELECTRONIC FUND TRANSFERS**

**BUSINESS DAYS:** Our business days for EFT purposes are Monday through Friday, excluding federal holidays.

**TRANSFER TYPES:**

1. ATM Card or MasterCard® Debit Card: Automated Teller Machine (ATM) Transactions: If you obtain an ATM Card or MasterCard® Debit Card ("Card"), you can use your Card at any network ATM that has its logo on your Card to make the following transactions:

- Deposit cash or checks to your designated checking or savings accounts at the Bank ATMs or any of its affiliates' ATMs. Please see Personal Banker for a complete listing.
- Some of these services may not be available at all ATM terminals or to all customers. All withdrawals, deposits, and fund transfers are subject to the rules and agreements which govern such transactions except as specifically modified by this agreement. Through the use of the Card, you authorize us to credit or charge, as the case may be, your account with deposits, withdrawals and fund transfers initiated through the use of the ATM. All transactions initiated through the use of any ATM are subject to verification and the time necessary to process them. All deposits, including deposits of cash, are subject to our funds availability schedule. Any withdrawal, deposit, or fund transfer made on a non-business day or after the close of business on a business day may not be processed until the next business day. In addition, you may use your MasterCard® Debit Card to make withdrawals at any MasterCard® ATM.

2. ATM Card or MasterCard® Debit Card: Point-of-Sale Transactions (POS): You may also qualify to use your Card to access your designated checking accounts for purchases or cash-back withdrawals above the purchase price. The use of a Personal Identification Number or PIN (for Debit type transactions) is required for all cash-back transactions. If you qualify, you may:

- Use your ATM Card to purchase goods or pay for services with merchants who display a network logo that is on your Card.
- Use your MasterCard® Debit Card to purchase goods or pay for services with merchants who display a MasterCard® or network logo that is on your Card.
- Use your ATM Card, with the PIN, to withdraw cash-back above the purchase price of goods or services with some merchants who display a network logo that is on your Card.
- Use your MasterCard® Debit Card to withdraw cash-back above the purchase price of goods or services with some merchants who display a network logo that is on your Card.

3. 24-Hour TeleBanker Telephone-Initiated Banking System: With the use of a touch-tone telephone and other key identifying information, you may:

- Transfer funds from your designated checking or savings account.
- Transfer funds to your designated checking, savings or any loan balance (in payment thereof).

4. Business Online Banking: You may access Business Online Banking: through the Bank's website, which is listed at the end of this document. Business Online Banking allows you to perform the following functions through your computer:

- Transfer funds electronically between accounts at the Bank, and
- Access your designated account(s) to pay most bills (Bill Pay), and
- Initiate wire transfers
- ACH Origination and Remote Deposit Services

5. Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases
- Pay bills

### **TRANSFER LIMITATIONS:**

**ATM TRANSACTIONS:** You may, on a daily basis, withdraw cash from our Automated Teller Machines in an amount which shall be established by the Bank from time to time provided you have the funds available in your designated Transaction Account. Use the Card daily only if the available balance in your account will be sufficient to pay the amount of the cash withdrawals and/or ATM transactions. For security reasons, we will establish an approval limit on the dollar amount of cash withdrawals you may make. The maximum amount may vary from customer to customer.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS (LIMITS ARE ACCOUNT BASED):** You may withdraw up to \$500 from our terminals each business day you use the Card or PIN. You may buy up to \$5000 worth of goods or services each business day you use the Card for signature based transactions. Withdrawals and point of sale transactions have a combined total limit of \$800 per business day provided you have the funds available in your designated Transaction account.

**POINT-OF-SALE (POS) TRANSACTIONS:** For security reasons, we will establish an approval limit on the dollar amount of purchases or cash back on sales you may take. The maximum amount may vary from customer to customer. You agree that any purchase or cash withdrawal may be subject to authorization by us or by a MasterCard® Authorization Center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your approval limit. Upon request, you will be obligated to pay us the amount of any money, property or service obtained by the authorized use of the Card to the extent that we are unable to charge the amount of any such obligation to any other of your accounts with us.

**BUSINESS ONLINE BANKING:**

- Dollar Limitations: For any Bill Payment or Transfer to another Financial Institution, the dollar limit within any 24-hour period is \$50,000.00, or the available balance in my designated funding account, whichever is less.

**TELEBANKER:** Your telephone initiated transfers of funds are subject only to the available balance in your designated account.

**OVERDRAFTS:** If use of your Card overdraws your account, you will be notified and you agree to make immediate payment to the Bank of the amount of any such overdraft, together with such service charges as we may impose. Also, whenever your account is overdrawn according to our records, we have the right to return unpaid any checks or other orders on your account which are presented to us and to assess a service fee for making such returns. If your account is associated with a second account for overdraft protection, the terms and conditions contained in your overdraft protection agreement will control with respect to overdraft of your account, regardless of whether they result from purchases, cash withdrawals, use of checks, or use of any other card or device.

### **FEES:**

**ATM CARD OR MASTERCARD® DEBIT CARD: Automated Teller Machine (ATM) Transactions or Point of Sale Transactions:** A service fee, as listed in the Product and Service Fees, will be assessed to any account via an ATM not owned and operated by the Bank or its affiliates. A listing of ATM locations with your Bank or its affiliates may be obtained from any Personal Banker.

MasterCard® Debit Card transactions are accepted at millions of locations worldwide where the MasterCard® logo is displayed. There are no transaction fees if you sign for your Debit Card purchase, or when using the Bank's or any of its affiliates owned/or operated ATMs. If you use your MasterCard® Debit Card and enter a PIN for your purchase you will be assessed the appropriate transaction fee published in the Bank's Product and Service Fees.

**24-HOUR TELEBANKER TELEPHONE-INITIATED BANKING SYSTEM:** No fees are currently in place for conducting electronic fund transfers through the telephone banking system.

**MONEY MARKET AND SAVINGS ACCOUNT FEES:** You may make six withdrawals, which may include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties, during a statement cycle without incurring service fees. For each additional withdrawal during a statement cycle, there will be a service fee as designated in the Personal Banking Services Brochure.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS:** If you believe there has been an unauthorized transaction with the use of your Card or PIN number (including your TeleBanker PIN), call us immediately at the TeleBanker phone number listed at the end of this document during normal business hours; the

after-hours number to call for a Lost or Stolen Card is (800) 554-8969. Additionally, to report a lost or compromised Password to your on-line accounts anytime, dial the Bank's Business Online Banking Support number listed at the end of this document. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your deposit account plus your maximum overdraft line of credit.

(a) POS Transactions: You will lose no money from your deposit account if someone used your MasterCard® Debit Card for POS transactions without your permission if you report the loss or theft of your card or PIN to us. MasterCard®'s Zero Liability policy does not apply to ATM transactions or to non-MasterCard®-branded PIN transactions.

If for any reason, however, we determine (based on substantial evidence) that you are grossly negligent or fraudulent in the use of your MasterCard® Debit Card or your account, these provisions will not apply. The following limitations apply instead.

(b) Other Transactions (including all uses of the ATM Card): If you notify us within two business days after you learn of the loss or the theft of your Card, PIN or Business Online Banking Password, you can lose no more than \$50 if someone withdrew or transferred funds without your permission. If you do not tell us within two business days after you learn of the unauthorized transaction or the loss or theft of your Card, PIN or Password, and we can prove we could have stopped someone from withdrawing or transferring funds without your permission if you had told us, you could lose as much as \$500. If your statement shows withdrawals or transfers you did not make, inform us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If you do notify us for statement errors within 60 days, your losses are limited to the lesser of \$50 or total unauthorized charges. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

#### RIGHTS TO DOCUMENTATION-PURSUANT TO SECTION 205.7(b)(6):

ATM and POS Transfers: You will get a receipt at the time you make any transfer to or from your account using an ATM or a POS Terminal. You should also retain your receipts should you have any questions or errors for research by our centralized ATM Department.

Periodic Statements: You will get a monthly statement (unless there were no transfers in a savings account in a particular month). In any case, you will get a statement at least quarterly.

Preauthorized Credits: If you have arranged to have direct deposits made to your account at least once every 60 days from the same party (such as a company or government agency) and the third party does not tell you that the deposit has been sent, you may call us at the phone number listed at the end of this document.

YOUR RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS: If you have told us in advance to make regular payments out of your account to a third party, you can stop any of these payments by calling or writing us using the contact information listed at the end of this document.

We must receive your Stop Payment Request at least three business days before the payment is scheduled to be made. If you call, we will require your request to be made in writing. We must receive it within 14 business days after you call. Once we have processed your Stop Payment Request and have collected the required service fee (as listed in the Product and Service Fees), we will stop all payments, in the amount indicated by you, to the third party named in your request unless you instruct us in writing to resume making such payments.

NOTICE OF TRANSFERS VARYING IN AMOUNT: If these payments vary in amount, the person you are going to pay will tell you at least 10 days before each payment exactly when the payment will be made and how much it will be.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS: If you order us to stop one of these payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough available funds in your account to make the payment and/or transfer;
2. If you have money in your account but the funds are subject to legal process or encumbrance;
3. If the transfer would go over your credit limit (or the amount in your account) or your overdraft line established with us;
4. If the terms of your account limit the number of payments and transfers which may be made during a statement cycle;

5. An electronic terminal has insufficient cash to complete the transaction;

6. The services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you started the transaction;

7. If, despite reasonable precautions, circumstances beyond our control (such as fire or flood), prevent the transfer.

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

CONFIDENTIALITY: We may disclose information about your account or transactions on your account to third parties:

- where it is necessary for completing transfers, tracing transactions, or resolving errors or claims;
- in order to verify the existence and condition of your account to third parties, such as credit bureaus, merchants or other financial institutions;
- pursuant to court order and in order to comply with subpoenas, summonses, search warrants, or requests from governmental agencies or other legally permissible processes (such as when we have to close your account due to an overdraft and relay that information to the credit reporting agency);
- as explained in the separate Privacy Policy;
- if you give us written permission.

ILLEGAL TRANSACTIONS: You may not use your Card for any illegal transaction.

FOREIGN EXCHANGE: Purchases and cash withdrawals you make in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion will be made in accordance with MasterCard® operating regulation and conversion rate for international transactions. The conversion rate may not be the same as on the transaction date. There will be a transaction fee of 2% of the transaction that will appear on your monthly statement.

NOTICE TO CUSTOMERS: "In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notice is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling. If any officer of our institution obtains actual knowledge that you are participating in Internet Gambling activities, your account is subject to closure."

**TRUTH IN SAVINGS DISCLOSURE FOR DEPOSIT ACCOUNTS**

Account Type	Compounding and Payment Period	Minimum Deposit to Open	Minimum Balance to Avoid Monthly Service Charge	Minimum Balance for APY
High Yield Money Market	Monthly	\$1,000	\$10,000	\$10,000
Money Market	Monthly	\$1,000	\$2,500	\$2,500
High Interest Checking	Monthly	\$100	\$2,500	\$2,500
	Monthly	\$100	\$2,500	\$10,000
	Monthly	\$100	\$2,500	\$50,000
	Monthly	\$100	\$2,500	\$100,000
Prime Life Checking	Monthly	\$100	\$0	\$2,500
	Monthly	\$100	\$0	\$10,000
	Monthly	\$100	\$0	\$50,000
	Monthly	\$100	\$0	\$100,000
Health Savings	Monthly	\$1	\$0	\$1
	Monthly	\$1	\$0	\$2,500
	Monthly	\$1	\$0	\$10,000
	Monthly	\$1	\$0	\$25,000
Statement and Passbook Savings	Quarterly	\$100	\$200	\$200
Corporate Statement Savings	Quarterly	\$100	\$200	\$200
Minor Statement Savings	Quarterly	\$1	\$0	\$1
Golden Statement Savings	Quarterly	\$1,000	\$1,000	\$1,000
Golden Passbook Savings	Quarterly	\$1,000	\$1,000	\$1,000
IRA Savings	Quarterly	\$250	\$0	\$1
Holiday Club	Simple @ Maturity	\$1	\$0	\$1

Interest rates on all accounts are set at the bank's discretion and may change at any time.

On High Yield Money Market Accounts, if the daily balance is \$10,000 or more, the interest rate paid on the entire balance in the account will be 0.295% with an annual percentage yield of 0.30%. If the daily balance falls below \$10,000, the interest rate paid on the entire balance in the account will be 0.046% with an annual percentage yield of 0.05%. If the daily balance falls below \$10,000, there is a \$25 monthly service fee.

Prime Life and High Interest Checking are tiered products that may pay interest according to the following balance tiers: \$2,500.00; \$10,000.00; \$50,000.00 and \$100,000.00.

For all accounts, you must maintain minimum required balance in the account each day to obtain the annual percentage yield. We use the daily balance method to calculate interest on the account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the business day you deposit any non-cash items (for example, checks). Accounts closed before the interest payment date will not earn accrued interest for that period.

IRA deposits or withdrawals (with the exception of pre-authorized withdrawals) can be made at any time to the IRA Savings. The interest compounding method for the Holiday Club Account is simple and paid at maturity on 10/31.

Savings and Money Market Accounts (excluding Health Savings Account) are limited to six (6) preauthorized transfers, which include checks, drafts, check

card, or similar order made to third parties per month. For Savings Accounts, there is a service fee for over six (6) transfers of \$5 per item. For Money Market Accounts, there is a service fee for over six (6) transfers of \$10 per item.

Consult your tax or legal professional about the tax benefits applicable to a Health Savings Account.

See Account Disclosure for terms and conditions. Fees may reduce earnings. Rate and annual percentage yield are subject to change without notice.

**DEBIT BUSINESS CARD AGREEMENT & DISCLOSURE**

Each person who has signed and submitted a MasterCard® Debit BusinessCard application agrees to be bound by these rules, in addition to the rules and regulations described in the Business Account Disclosure provided when your Account was opened.

**1. DEFINITIONS**

In these rules:

"Account" means your Bank Business Checking Account noted in your MasterCard® Debit Business- Card application. "Card" means the MasterCard® Debit BusinessCard which has been issued to you by the Bank and any additional Cards or renewals we issue. "We", "us" and "our" means the Bank. "You", "your" and "yours" means each person who is a designated Cardholder under the MasterCard® Debit BusinessCard application.

**2. CARD OWNERSHIP AND TERMINATION**

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

**3. USING THE CARD**

You may use your Card to purchase goods or services ("purchases") wherever the Card is accepted.

**4. AUTHORIZATION TO DEBIT OR CREDIT THE ACCOUNT**

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

**5. ACCESS AND LIMITATIONS**

You agree that you will use the Card only if the available balance in your Accounts will be sufficient to pay the amount of the purchases and cash withdrawals. For security reasons, we will establish an approval limit on the dollar amount of purchases you may make.

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

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

**6. OVERDRAFTS**

If use of your Card overdraws your Account, you will be notified and you agree to make immediate payment to the Bank of the amount of any such overdrafts, together with such service charges as we may impose. Also, whenever your Account is overdrawn according to our records, we have the right to return unpaid any checks or other orders on your Account which are presented to us and to assess a service charge for making such returns.

**7. REFUNDS ON PURCHASES**

Cash refunds will not be made to you on purchases made with your Card. If a merchant who honors your Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending us a credit slip which we will apply as a credit to your Account. Any claim or defense with respect to property or services purchased with your Card must be handled by you directly with the merchant or other business establishment which accepts the Card. Any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft, plus any appropriate charges we may be authorized to make.

**8. NO RIGHT TO STOP PAYMENT**

You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the Card, and we have no obligation to honor any such stop payment request by you.

**9. STATEMENTS**

Your regular monthly account statement will reflect each purchase and cash withdrawal charged to your Account and each credit applied to your Account during the monthly account cycle and the related fee, if any. You must retain your receipt(s) whenever you make a purchase or a cash withdrawal in order to identify the authorized user using the Card.

#### 10. CUSTOMER LIABILITY – NOTIFICATION OF UNAUTHORIZED USE

If you furnish your Card to another person, you will be deemed to have authorized all transactions which may be accomplished by the Card until you have given actual notice to us that further trans- actions are unauthorized.

If you believe your Card or PIN has been lost or stolen, you must inform the Bank immediately. You can provide this notice by calling the Bank at the phone number listed at the end of this document during normal business hours or toll-free at (800) 554-8969 after the close of business. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit) if the loss is not reported within 60 days. If you tell us promptly (within two business days) after you learn of the loss or theft of your Card or PIN, you have zero liability if someone used your Card or PIN without your permission and the following condition is met:

- The Cardholder has exercised reasonable care in safeguarding such Card from risk or loss or theft.

If the above condition is not met, you can lose no more than \$50 per occurrence.

If you do not tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card or PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### 11. DISCLOSURE OF ACCOUNT INFORMATION

It is our policy not to disclose information to third parties about your account or the transfers you make except; (a) where it is necessary for completing transfers; or (b) in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or (c) in order to comply with government agency or court orders; or (d) where we have closed your account due to an overdraft(s), we may disclose this fact to the consumer reporting agency; or (e) we may disclose to our affiliates the mere fact that you have an account with us and your name and address; or (f) if you give us your written permission.

#### 12. FOREIGN TRANSACTIONS

Purchases and cash withdrawals you make in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion will be made in accordance with MasterCard® operating regulations and conversion rates for international transactions. The conversion rate may not be the same as on the transaction date. There will be a transaction fee of 2% of the transaction that will appear on your monthly statement.

#### 13. OTHER AGREEMENTS

All terms, conditions and agreements which govern your Account (whether set forth in your account rules, in any related rules and regulations or otherwise) also apply to the Card except where these rules provide differently.

#### 14. AGREEMENT TO COMPLY WITH RULES

Your retention of, signature on or use of the Card constitutes your agreement with these rules as amended from time to time. This agreement and your use of the Card will be governed by the laws of the State of Illinois.

#### 15. AMENDMENTS AND CANCELLATIONS

We may at any time amend these rules or cancel your privilege to use your Card, and we may list the Card in cancellation bulletins. Any such amendment or cancellation shall be (subject to compliance with any applicable requirements for law concerning notice) effective upon mailing of a notice of such amendment or cancellation to you at the address to which your account statements are sent.

#### 16. FEES AND CHARGES

There are no transaction fees if you sign for your MasterCard® Debit Business-Card purchase.

#### 17. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your Account on time or in the current amount according to the agreement applicable to such transfers when you have properly instructed to do so, we will be liable to you for damages which you prove are directly caused by our action. However, there are some exceptions;

- (a) if circumstance beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; or
- (b) if you have money in your Account, but the funds are subject to legal process or encumbrance; or
- (c) if the transfer would go over the amount in your Account, including any amount in an associated account linked for overdraft protection; or

(d) if through no fault of ours, you do not have enough money in your Account to make the transfer. Please refer to the Funds Availability Policy, which we provided to you when you opened your account, to determine when funds are available for withdrawal.

There may be other exceptions stated in these rules or provided by law.

#### 18. BUSINESS DAY DISCLOSURE

Our business days are Monday through Friday; federal holidays are not included.

#### 19. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write us immediately, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You can call or write us at the contact information listed at the end of this document.

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

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

#### WHAT DOES BYLINE BANK DO WITH YOUR PERSONAL INFORMATION

Rev. 03/16

##### WHY

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information.

Please read this notice carefully to understand what we do.

##### WHAT

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Transaction or Loss History
- Account Balances and Overdraft History
- Payment History and Checking Account Information

##### HOW

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Byline Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Byline Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	No
For affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	No

#### TO LIMIT OUR SHARING

- Call (773) 244-7000 - our menu will prompt you through your choice(s) or
- Visit us online: [bylinebank.com](http://bylinebank.com)

Please note:

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

#### QUESTIONS

Call (773) 244-7000 or go to [bylinebank.com](http://bylinebank.com)

#### WHO WE ARE

##### Who is providing this notice?

Byline Bank and its affiliate Byline Financial Group

#### WHAT WE DO

##### How does Byline Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Byline Bank maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your personal information.

##### How does Byline Bank collect my personal information?

We collect your personal information, for example, when you

- Open an account or use your credit or debit card
- Apply for a loan or pay us by a check
- Make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

##### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

##### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

#### DEFINITIONS

Affiliates: Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include financial companies such as Byline Financial Group.

Nonaffiliates: Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Byline Bank does not share with nonaffiliates to market to you.

Joint marketing: A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include securities broker-dealers and insurance agents, and credit card companies.

#### OTHER IMPORTANT INFORMATION

Pursuant to Illinois state privacy law, customer is herein defined to mean any person or entity that obtains a financial product or service from the Bank, for personal or business purposes, regardless of whether the person establishes an ongoing relationship with the bank.

#### PRODUCT & SERVICE FEES

Account Balancing/Research (1/2 hour min.)	25.00 per 1/2 hour
Account Closed within 6 Months of Opening	25.00
Automated External Transfers	5.00
Balance Safeguard	10.00
Balance, Transaction, or Check Inquiry	3.00
Cashiers Check	5.00
Check Cashing (non-customer)	1.5%
Check Printing Fees	Vary
Coin Counting	3% over 250.00

Collection* (incoming/outgoing)	20.00
Copy of Item	5.00
Copy of Statement	5.00
Counter Check	1.00
Chargeback (consumer)	10.00
Dormant Checking/Savings (non-refundable monthly fee)	7.50
Foreign Item Collection*	100.00
Legal Notice Processing Fee	150.00
Immigration Letter	10.00
On-line Banking and Bill-Pay Service	FREE
Notary (Conveyance of Property Only)	25.00
Overdraft (per item-paid) – Checking and Money Market	34.00
Overdraft (per item-not paid) – Checking and Money Market	34.00
Overdraft (per day) Checking and Money Market	6.00
Personal Money Order	2.00
Preauthorized or Automatic Transfers and/or Checks which exceed limit of 6 per month	
Money Market (per item)	10.00
Savings (per item)	5.00
Rolled Coin Purchase	0.25 per roll
Safe Deposit Box Key Replacement	10.00 + cost
Safe Deposit Box Drilling	150.00
Savings Passbook Replacement	10.00
Signature Guarantee	25.00
Stop Payment	25.00
ACH Stop Payment Annual Fee	25.00
TeleBanker Statement Fax	5.00
Telephone Transfer (non-automated)	5.00

The ATM Card and MasterCard® Debit Card are subject to the following fees:

ATM or Debit Card Foreign Transaction Fee for non-US Dollar Transactions	2% of transaction
ATM or Debit Card Replacements	10.00
ATM or Debit Card Replacements- Rush Order	25.00
ATM Transactions at Affiliated ATMs	FREE
Debit Card Signature Transactions	FREE
PIN-less Point of Sale Transactions	FREE
Point of Sale PIN Transactions	1.00
Withdrawals and Balance Inquiries at non-bank affiliated ATMs	
Regional (first 3 per statement cycle are free)	2.00
Nationwide	2.00

Travelers Checks (\$1 minimum)	1%
Travelers Checks (for two)	2%
Travelers Checks (Gift Card)	3.95
Trustee Transfer (IRA, HSA, SEP or KEOGH)	50.00
Undeliverable Mail Fee	5.00
Verification of Deposit	10.00
Wire Transfer- (incoming- domestic or foreign)	10.00
Wire Transfer- (outgoing- domestic)	25.00
Wire Transfer- (outgoing- foreign)	50.00

\*Additional fees may apply based on the paying bank.

All fees are effective 2/1/16 and are subject to change. Fees may reduce earnings.

#### CARGOS POR PRODUCTOS Y SERVICIOS

Saldar una Cuenta/Investigación (1/2 hora min.)	25.00 por 1/2 hora
Cuenta Cerrada entre los 6 meses de Haberse Abierto	25.00

Transferencias Externas Automatizadas	5.00	Verificación del Depósito	10.00
Balance Safeguard	10.00	Transferencia por Cable- (entrante- doméstico ó extranjero)	10.00
Saldo, Transacción, ó Investigación de Cheques	3.00	Transferencia por Cable- (saliente- doméstico)	25.00
Cheques del Cajero	5.00	Transferencia por Cable- (saliente- extranjero)	50.00
Cambiar Cheques (no-clientes)	1.5%	*Cargos adicionales pueden aplicar basado en el banco pagadero.	
Cargos por Imprimir Cheques	Varía	Todos los cargos son efectivos el 2/1/16 y están sujetos a cambiar. Cargos pueden reducir ganancias	
Conteo de Monedas	3% arriba de 250.00		
Cobranza* (entrante/saliente)	20.00	<b>YOU HAVE THE POWER TO STOP IDENTITY THEFT</b>	
Copia de un Artículo	5.00	A message from the federal bank, credit union and thrift regulatory agencies:	
Copia del Estado de Cuenta	5.00	<ul style="list-style-type: none"> <li>Board of Governors of the Federal Reserve System</li> <li>Federal Deposit Insurance Corporation</li> <li>National Credit Union Administration</li> <li>Office of the Comptroller of the Currency</li> <li>Office of Thrift Supervision</li> </ul>	
Cheque del Mostrador	1.00	<b>Stop identity theft</b>	
Cargo por Artículo Regresado (cliente)	10.00	There is a type of identity theft using the Internet called "phishing." Pronounced "fish-ing," that's exactly what thieves are doing, fishing for your personal financial information. They want your account numbers, passwords, Social Security numbers, and other confidential information so they can use your financial accounts or run up bills on your credit cards.	
Cuenta de Cheques/Ahorros Inactiva (cargo mensual no reembolsable)	7.50	In the worst case, you could find yourself a victim of identity theft. With the sensitive information obtained from a successful phishing scam, these thieves can take out loans or obtain credit cards and even a driver's license in your name. They can do damage to your financial history and personal reputation that can take years to unravel. But if you understand how phishing works and how to protect yourself, you can help stop this crime.	
Cobranza de Artículo Extranjero*	100.00	<b>How phishing works</b>	
Cargo por Procesar Notificación Legal	150.00	Typically, you'll receive an e-mail that appears to come from a reputable company that you recognize and may do business with, such as your financial institution. In some cases, the e-mail may appear to come from a government agency, perhaps a federal financial institution regulatory agency.	
Carta de Inmigración	10.00	The e-mail will probably warn you of a serious problem that requires your immediate attention. It may use phrases such as "Immediate attention required," or "Please contact us immediately about your account." The e-mail may also state that unless you provide certain confidential information your account will be deactivated or closed. The e-mail will encourage you to download an attachment or click a link to go to the institution's Website.	
Banco por Internet y Servicio de Pago de Facturas	GRATIS	In a phishing scam, you could be redirected to a phony Website that may look exactly like the real thing. Sometimes, in fact, it may be the company's actual Website. In those cases, a pop-up window will quickly appear for the purpose of collecting your financial information.	
Notario (Transferencia de Propiedad Solamente)	25.00	You may be asked to update your account information or to provide information for verification purposes: your Social Security number, your account number, your password, or the information you use to verify your identity when speaking to your financial institution, such as your mother's maiden name or your place of birth.	
Sobregiro (por artículo-pagado)-Cuenta de Cheques y Mercado Financiero	34.00	<b>If you provide the requested information, you may find yourself a victim of identity theft.</b>	
Sobregiro (por artículo-no pagado)	-	<b>How to protect yourself</b>	
Cuenta de Cheques y Mercado Financiero	34.00	1. <b>Never provide your personal information in response to an unsolicited request</b> , whether it is over the phone or on the Internet. E-mails and Internet pages created by phishers may look exactly like the real thing. They may even have a fake padlock icon that ordinarily is used to denote a secure site. If you did not initiate the communication, <b>do not provide</b> any information.	
Sobregiro (por día) Cuenta de Cheques y Mercado Financiero	6.00	2. <b>If you are unsure whether a contact is legitimate, contact the financial institution.</b> You can find phone numbers and Websites on the monthly statements you receive from your financial institution, or you can look up the company in a phone book or on the Internet. The key is that you should be the one to initiate the contact, using information that you have verified yourself.	
Giro Postal Personal	2.00	3. <b>Never provide your account information and/or password over the phone or in response to an unsolicited Internet request.</b> A financial institution would never ask you to verify your account information or confirm a password online. Thieves armed with this information and your account number can help themselves to your money.	
Transferencias y/o Cheques Preautorizados ó Automáticos que exceden del límite de 6 artículos por mes		4. <b>Review account statements regularly to ensure all charges are correct.</b> If your account statement is late in arriving or does not arrive, call your financial institution to find out why. If your financial institution offers electronic account access, check your account activity online regularly to catch suspicious activity.	
Mercado Financiero (por artículo)	10.00		
Ahorros (por artículo)	5.00		
Garantía de la Firma	25.00		
Paro de Pago	25.00		
Cargo Anual por Paro de Pago ACH	25.00		
Fax del Estado de Cuenta Telebanquero	5.00		
Transferencia por Teléfono (no-automatizado)	5.00		
La Tarjeta de ATM y la Tarjeta de Débito MasterCard® están sujetos a los siguientes cargos:			
Cargo por Transacción Extranjera de la Tarjeta de ATM ó Débito para Transacciones de no-Dólares Estadounidenses	2% de la transacción		
Reemplazos de Tarjetas de ATM ó Débito	10.00		
Reemplazos de Tarjetas de ATM ó Débito- Orden Urgente	25.00		
Transacciones de ATM en Máquinas Afiliadas	GRATIS		
Transacciones de Firma de la Tarjeta de Débito	GRATIS		
Transacciones de Compra Sin el PIN	GRATIS		
Transacciones de Compra Con el PIN	1.00		
Retiros y Petición de Saldos en ATMs de Bancos No Afiliados			
Regional (los primeros tres por estado de cuenta son gratis)	2.00		
Nacional	2.00		
Cheques Viajeros (\$1 mínimo)	1%		
Cheques Viajeros (para dos)	2%		
Cheques Viajeros (Tarjeta de Regalo)	3.95		
Transferencia Fideicomisaria (IRA, HSA, SEP ó KEOGH)	50.00		
Compra de un Rollo de Monedas	0.25 por rollo		
Llave de Repuesto para la Caja de Seguro	10.00 + Costo		
Taladrar una Caja de Seguro	150.00		
Reemplazo de la Libreta de Ahorros	10.00		
Correo No Entregable	5.00		

### What to do if you fall victim

- Contact your financial institution immediately and alert it to the situation.
- Close accounts you think have been tampered with or opened fraudulently. Call the security or fraud department of each associated company or financial institution. Follow up in writing and supply copies of supporting documents.
- It is important to notify credit card companies and financial institutions in writing. Send your letters by certified mail, return receipt requested, so you can document when and what the company received. Keep copies of your correspondence and enclosures.
- Report all suspicious contacts to the Federal Trade Commission through the Internet at <http://www.ftc.gov/bcp/edu/microsites/idtheft/>, or by calling **1-877-IDTHEFT (1-877-438-4338)**.
- Check with your state Attorney General's office to find out if state law requires the police to take reports for identity theft. Check the Blue Pages of your telephone directory for the phone number, or check [www.naag.org](http://www.naag.org) for a list of state Attorneys General.

If possible, file a report with local police or police in the community where the identity theft took place. Obtain a copy of the police report or the report number. It can help you deal with creditors who need proof of the crime. If the police are reluctant to take your report, ask to file a "Miscellaneous Incidents" report.

**If you disclose sensitive information in a phishing attack**, contact one of the three major credit bureaus listed below and discuss whether to place a fraud alert on your file. A fraud alert will help prevent thieves from opening a new account in your name.

#### Equifax

800-525-6285  
P.O. Box 740250  
Atlanta, GA 30374  
[www.equifax.com](http://www.equifax.com)

#### Experian

888-397-3742  
P.O. Box 1017  
Allen, TX 75013  
[www.experian.com](http://www.experian.com)

#### TransUnion

800-680-7289  
P.O. Box 6790  
Fullerton, CA 92634  
[www.transunion.com](http://www.transunion.com)

### You can fight identity theft

Here's how:

- Never provide personal financial information, including your Social Security number, account numbers or passwords over the phone or the Internet, if you did not initiate the contact.
- Never click on the link provided in an e-mail you think is fraudulent. In addition to stealing your personal information, the link may contain a virus that can contaminate your computer.
- Do not be intimidated by an e-mail or caller who suggests dire consequences if you do not immediately provide or verify financial information.
- If you are unsure whether a contact is legitimate, go to the company's Website by typing in the site address or using a page you have previously bookmarked, instead of using a link provided by the e-mail.
- If you fall victim to identity theft, act immediately to protect yourself. Alert your financial institution. Place fraud alerts on your credit files. Monitor your credit files and account statements closely.
- Report suspicious e-mails or calls to the Federal Trade Commission through the Internet at <http://www.ftc.gov/bcp/edu/microsites/idtheft/>, or by calling 1-877-IDTHEFT (1-877-438-4338).

To learn more about keeping your money safe, visit the <http://www.mymoney.gov/scams.shtml> Website.

### TELEBANKER INFORMATION

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

With TeleBanker, you can:

- Review your account balances, history and loan information
- Verify a payment or deposit

- Transfer money between accounts
- Reorder checks
- Change your Debit Card's Personal Identification Number (PIN), or
- Report a lost or stolen Debit Card

To access your account information, you will need to enter your User ID and your Personal Identification Number (PIN).

Your User ID will consist of your Date of Birth (MM/DD/YYYY) + Last 4 digits of your Social Security Number.

#### 24-hour TeleBanker (866) 957-7700

Directions:

1. Dial (866) 957-7700 from a touch tone phone.

2. Enter your User ID followed by the "\*" key.

\*User ID = "Date of Birth (MMDDYYYY)"+"Last 4-digits of SSN"

3. Enter your 4-digit Personal Identification Number (PIN) followed by the "#" key.

4. Select the appropriate options to access account information.

At any time, press "\*" to go back to previous menu, "#" to hang up or "0" to reach a Customer Service

Dial 1-866-957-7700

PRESS 1 for English, 2 for Spanish, 3 for Polish

At any time, press ( \* ) to go back to the previous menu, ( # ) to hang up, or zero ( 0 ) to reach a Personal Banker during business hours. If you would like a demonstration or more information on TeleBanker, please see a Personal Banker or call 773.244.7000.

### PRESS 1 for Banking Services

#### PRESS 1 for Checking

(Available & current balances will be announced.)

PRESS 1 to repeat your balance information

PRESS 2 for withdrawals

PRESS 3 for deposits

PRESS 4 to search for specific transactions

PRESS 5 for interest information

PRESS 6 to place a stop payment

PRESS 7 to reorder checks

PRESS 8 for another checking or money market account

PRESS 9 to listen to these options again

#### PRESS 2 for Savings

(Available & current balances will be announced.)

PRESS 1 to repeat your balance information

PRESS 2 for withdrawals

PRESS 3 for deposits

PRESS 4 to search for specific transactions

PRESS 5 for interest information

PRESS 6 for another savings account

PRESS 9 to listen to these options again

#### PRESS 3 for Certificates of Deposit

(Current balance, rate and term will be announced.)

PRESS 1 to repeat your balance information

PRESS 2 for tax information

PRESS 3 for interest payment information

PRESS 9 to listen to these options again

#### PRESS 4 for Loans

PRESS 1 to repeat your balance information

PRESS 2 for Mortgage Loans

PRESS 3 for Commercial Loans

PRESS 4 for Installment Loans

PRESS 5 for Home Equity Loans

PRESS 9 to listen to these options again

**PRESS 5 for Transfers**

PRESS 1 for current day transfers

PRESS 2 for future dated transfers

Transfer from:

PRESS 1 for Checking

PRESS 2 for Savings

Transfer to:

PRESS 1 for Checking

PRESS 2 for Savings

PRESS 3 for Loans

**PRESS 6 to make a loan payment**

**PRESS 7 for Other Services**

PRESS 7 to change your telephone banking, ATM or Debit Card Personal Identification Number (PIN)

**PRESS 2 to Reorder Checks**

PRESS 1 to continue

PRESS 1 to place your check order

PRESS 2 to order leather checkbook covers, address stamps, or labels

PRESS 3 to inquire on the status of your order

**PRESS 3 to Report a Lost or Stolen Debit or Credit Card**

**PRESS 4 for information about our Bank and its Products**

**PRESS 5 for Deposit Rates**

**PRESS 0 to speak with a Customer Service Representative**

**PRESS 9 to listen to these options again**

**INFORMACIÓN DEL TELEBANQUERO**

El servicio automatizado de 24-horas del TeleBanquero de Byline Bank hace que obtenga acceso fácil a la información de su cuenta cuando es más conveniente para usted.

Con el Telebanquero, usted puede:

- Revisar los saldos, historial e información de sus cuentas y préstamos
- Verificar un pago o depósito
- Transferir dinero entre cuentas
- Re-ordenar cheques
- Cambiar su Número de Identificación Personal (PIN) de su Tarjeta de Débito, ó
- Reportar una Tarjeta de Débito perdida o robada

Para poder acceder a la información de su cuenta, usted debe de ingresar su Identificación de Usuario y su Numero de Identificación Personal (PIN).

Su Identificación de Usuario consistirá de su fecha de nacimiento (MM/DD/YYYY) + los últimos 4 dígitos de su Número de Seguro Social.

**24-horas TeleBanquero (866) 957-7700**

Instrucciones:

1. Marque (866) 957-7700 de un teléfono de botones.

2. Oprima su Identificación de Usuario seguido por el símbolo "#".

\*ID del Usuario = "Fecha de Nacimiento (MMDDAAAA)" +

"Últimos 4 dígitos de su Número de Seguro Social"

3. Oprima los 4 dígitos de su Número de Identificación Personal

(PIN) seguido por el símbolo "#".

4. Seleccione las opciones apropiadas para acceder a su cuenta. En cualquier momento, oprima "\*" para regresar al menu previo, "#" para colgar ó "0" para comunicarse con un Representante de Servicio al Cliente durante horas de negocio.

**Marque 1-866-957-7700 OPRIMA 1 para inglés, 2 para español y 3 para polaco**

En cualquier momento, oprima ( \* ) para regresar al menú previo, ( # ) para colgar ó ( 0 ) para comunicarse con un Banquero Personal durante horas de negocio. Si a usted le gustaría una demostración o más información acerca del TeleBanquero, por favor visite a un Banquero Personal o llame al 773.244.7000.

**OPRIMA 1 por Servicio Bancario**

**OPRIMA 1 para información de una Cuenta Corriente**

(Saldos actuales y disponibles serán anunciados.)

OPRIMA 1 para repetir la información sobre su saldo

OPRIMA 2 para retiros

OPRIMA 3 para depósitos

OPRIMA 4 para buscar transacciones específicas

OPRIMA 5 para información sobre las tasas de intereses

OPRIMA 6 para solicitar una congelación de pago

OPRIMA 7 para ordenar cheques

OPRIMA 8 para otra cuenta corriente o cuenta del mercado financiero

OPRIMA 9 para escuchar estas opciones de nuevo

**OPRIMA 2 para información de la Cuenta de Ahorros**

(Saldos actuales y disponibles serán anunciados.)

OPRIMA 1 para repetir la información sobre su saldo

OPRIMA 2 para retiros

OPRIMA 3 para depósitos

OPRIMA 4 para buscar transacciones específicas

OPRIMA 5 para información sobre las tasas de intereses

OPRIMA 6 para otras cuentas de ahorros

OPRIMA 9 para escuchar estas opciones de nuevo

**OPRIMA 3 para información de Certificados**

(Saldo, tasa y término actual serán anunciados.)

OPRIMA 1 para repetir la información sobre su saldo

OPRIMA 2 para información sobre impuestos

OPRIMA 3 para información sobre los intereses

OPRIMA 9 para escuchar estas opciones de nuevo

**OPRIMA 4 para Préstamos**

OPRIMA 1 para repetir la información sobre su saldo

OPRIMA 2 para Préstamos Hipotecarios

OPRIMA 3 para Préstamos Comerciales

OPRIMA 4 para Préstamos de Instalación

OPRIMA 5 para Préstamos sobre la Inversión en su Vivienda

OPRIMA 9 para escuchar estas opciones de Nuevo

**OPRIMA 5 para Transferir Fondos**

OPRIMA 1 para transferencias en el mismo día

OPRIMA 2 para transferencias en fechas futuras

Transferir de:

OPRIMA 1 para Cuenta de Cheques

OPRIMA 2 para Cuenta de Ahorros

Transferir a:

OPRIMA 1 para Cuenta de Cheques

OPRIMA 2 para Cuenta de Ahorros

OPRIMA 3 para Préstamos

**OPRIMA 6 para hacer un pago a préstamos**

**OPRIMA 7 para otros servicios**

OPRIMA 7 para cambiar su Número de Identificación Personal (PIN) para su TeleBanquero, ATM o Tarjeta de Débito o Crédito.

**OPRIMA 2 para Ordenar Cheques**

**OPRIMA 1 para continuar**

OPRIMA 1 para ordenar cheques

OPRIMA 2 para ordenar una cubierta de chequera de cuero, estampillas con direcciones, o etiquetas

OPRIMA 3 para preguntar por el proceso de su orden.

**OPRIMA 3 para reportar Perdida o Robada su Tarjeta de Débito ó Crédito**

**OPRIMA 4 para Información sobre nuestro Banco y nuestros productos**

**OPRIMA 5 para Tasas de Interés de Depósito**

**OPRIMA 0 para Hablar con un Representante de Servicio al Cliente**

**OPRIMA 9 para escuchar estas opciones de nuevo**

**Byline Bank Contact Information**

TeleBanker: 866 957 7700

Online Banking Support: 866 518 9124

Business Online Banking Support: 866 518 9128





