



First Midwest Bank

A division of  OLD NATIONAL BANK

FIRST MIDWEST BANK E-SIGN DISCLOSURE AND CONSENT Effective August 18, 2021

As part of our relationship with you, we are required by law to provide you certain notices and disclosures “in writing.” By agreeing to this E-SIGN Disclosure and Consent Agreement (“E-SIGN Consent”) we can provide this information electronically. Additionally, by consenting to this E-SIGN Consent, you agree to the use of electronic records and electronic signatures in your relationship and transactions with us.

Capitalized terms used and not defined in this Agreement will have the meanings given in the [Retail Account Agreement and Disclosure](#) (“RAA”). The words “we,” “us” and “our” refer to First Midwest Bank, and the words “you” and “your” mean the individuals or entity identified on the applicable Account(s).

Consent to Use of Electronic Records and Signatures; Delivery; Availability. You acknowledge and agree that we may provide you with certain documents in electronic format, and that we are not required to send a paper document to you. However, we reserve the right to provide you with any document or communication in writing, even if you have chosen to receive it electronically. Your consent to receive electronic documents includes, but is not limited to:

- All legal and regulatory disclosures, communications and notices associated with your Account(s) or any services you access or receive from us, including online banking services;
- Periodic Account statements;
- Tax information for Forms 1098, 1099, and 5498;
- Notices or disclosures about a change in the terms of your agreements with us and your Account(s), including associated features and responses to claims; and
- Privacy policies and notices.

This E-SIGN Consent and other documents and agreements you consent to receive electronically are collectively referred to as “Documents.” You acknowledge that we are not required to send a paper copy of the Documents to you unless and until you withdraw your consent as described below. If you subscribe to online banking services, certain Documents may be delivered in paper copy until you configure your online banking preferences to select electronic delivery.

All Documents that we provide to you in electronic format will be provided either (i) via e-mail; (ii) by access to a website which will be provided to you in an e-mail notice from us when the Documents are available; (iii) by posting on a website that we designate for that purpose; or (iv) requesting you to download a PDF. It is your responsibility to print or download these electronic Documents if you wish to maintain a copy for your records. You acknowledge that access to a printer and/or scanner equipment may be required to act upon certain Documents provided in electronic format.

You further agree that we may also use electronic signatures and obtain them from you as part of our transactions with you. You acknowledge and agree that by executing any such electronic document with an electronic signature, you will be bound to the terms and conditions of such document as if you had executed a paper copy of such document with a “wet ink” signature. You further acknowledge and agree that an electronic or printed copy of such electronically executed document (together with any applicable screen captures or other records evidencing your electronic signature) will be admissible in a court of competent jurisdiction as evidence of your agreement to or acknowledgement of the terms and conditions contained therein to the same extent as if a document containing a “wet ink” signature had been produced.

You agree that the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*) and the Illinois Electronic Commerce Security Act (5 ILCS § 175/1-101 *et seq.*) shall apply to (i) this E-SIGN

Consent; (ii) any and all additional agreements between you and the Bank; and (iii) our ability to conduct business with you by electronic means.

Hardware and Software. To access, view and retain the Documents that we make available to you in electronic form, you must have the following hardware and software:

- An internet connection;
- An up-to-date version of an internet browser we support, which list can be found at <https://firstmidwest.com/consumeronlinebankingsoftwarerequirements>;
- An email account and the required software to access such account;
- Software that accurately reads and displays Portable Document Format (PDF) files, such as Adobe® Acrobat Reader;
- Sufficient electronic storage capacity on your computer or mobile device's hard drive or other data storage unit if you wish to store the electronic Document; you will need a printer if you wish to print out and retain the electronic Documents on paper;
- Access to a printer and/or scanner equipment in order to print, sign and submit certain Documents; and
- A computer or mobile device, and related operating system, capable of supporting the above.

Current Information. You are required to provide us with an accurate and complete e-mail address and other information related to your Account(s), and to maintain and update any changes to the information promptly. You can update information by accessing our online banking services if you have subscribed to those services, by contacting us at 800.322.3623 or by mail at 3800 Rock Creek Boulevard, Joliet, Illinois 60431, or by visiting one of our branch offices.

Option for Paper Copies. At your request, we will send you a physical copy by mail. You may be charged a fee for these copies. Refer to the [RAA](#) and the [Retail Product Features and Fees](#) ("RPF") for more information. Contact us at 800.322.3623 or email us at customer.service@firstmidwest.com.

Consent Withdrawal. You have the right to withdraw your consent and require that we provide you with all Documents in paper form. However, withdrawal of your consent to receive electronic Documents may result in termination of your access to the online banking services if you have subscribed to those services. Contact us at 800.322.3623 or by mail at 3800 Rock Creek Boulevard, Joliet, Illinois 60431 to withdraw your consent to receive electronic Documents. We will not impose a fee to process the withdrawal of your consent. Your withdrawal of your consent will be effective only after we have had a reasonable period of time to process your request.

By clicking the "I have read, understood, and agreed to the Electronic Consent" checkbox, you: (i) confirm your consent to receive Documents in electronic format; (ii) affirmatively demonstrate your ability to access the Documents in electronic form; (iii) confirm that you have provided a valid e-mail address at which we can send electronic Documents to you; (iv) have access to software and hardware that satisfies the above requirements; (v) agree to the terms of this E-SIGN Consent; and (vi) affix your electronic signature to this E-SIGN Consent.

First Midwest Bank Consumer Online Banking Service Agreement Effective August 18, 2021

1. YOUR AGREEMENT.

First Midwest Bank Consumer Online Banking Service is a website offering a variety of content, products and Services for consumer customers ("Consumer Online Banking"). Your use of Consumer Online Banking is governed by this First Midwest Bank Consumer Online Banking Service Agreement, including the First

Midwest Bank E-Sign Disclosure and Consent above (the “E-Sign Consent”) and any other terms we furnish to you in connection with Consumer Online Banking and the Services (together, this “Agreement”), your RAA, the RPFF, and any loan or line of credit agreement for your Account(s). In the event of a direct conflict between the terms of any of the foregoing, unless otherwise specifically set forth in the other terms we furnish to you in connection with Consumer Online Banking and the Services, the order of priority is as follows: (i) this Agreement; (ii) the other terms we furnish to you in connection with Consumer Online Banking and the Services; (iii) with respect to your deposit Account(s), the RAA, the RPFF; and (iv) with respect to your loan or line of credit Account(s), your credit agreement. In addition to this Agreement, you agree to be bound by and comply with all applicable state and federal law, rules of the Federal Reserve Board and rules of the automated clearinghouse associations, as applicable. This Agreement represents our complete agreement with you relating to our provision of Consumer Online Banking and the Services. No other statement, oral or written, including language contained in our Consumer Online Banking website, unless otherwise expressly noted herein, is part of this Agreement. This Agreement is between you and First Midwest Bank. Certain capitalized terms have the meaning provided in Section 21. Capitalized terms not defined in this Agreement (see Section 21. Definitions below) have the meaning provided in your RAA and the RPFF.

In order to activate Consumer Online Banking, you must have an Account with us. You must also create Security Credentials and pay any service charges described in this Agreement and in your RAA, the RPFF and loan agreement. When you use or permit any other person to use Consumer Online Banking and/or any Service, you agree to the terms of this Agreement, including the terms applicable to the Services. By activating Consumer Online Banking, you warrant that you are eighteen (18) years of age or older and are authorized to enter into this Agreement and to access the Account through Consumer Online Banking.

At our option, we may permit you to request a Service by enrolling in a Service online or by email with verification. When you enroll, we will treat it as authorization to provide the Service to you in accordance with the terms of this Agreement, including any terms we provide to you regarding the Service.

We may add, delete or amend terms and other provisions, service charges or other terms described in this Agreement and the terms of any Service you use. We will send written notice to you if required by Applicable Law. You agree that all notices or other communications we are required to provide to you may be sent to you by secure e-mail messaging electronically or by regular mail, or we may post changed terms on our Consumer Online Banking website. Please access and review the Consumer Online Banking website regularly. Unless you terminate Consumer Online Banking and/or a Service before the effective date of the notice, you are bound by any such change to this Agreement.

2. ACCESS.

Consumer Online Banking is generally accessible twenty-four (24) hours a day, seven (7) days a week, except when limited during periods of high volume, system maintenance or upgrade. We may modify, suspend or terminate your access to Consumer Online Banking at any time and for any reason without notice or refund of any service charges you have paid.

3. EQUIPMENT, HARDWARE AND SOFTWARE REQUIREMENTS.

To use Consumer Online Banking, you need a computer operating system and a web browser with 128 bit encryption that meets our then minimum requirements, as may be changed from time to time, which are contained in the consumer online banking software requirements document at FirstMidwest.com/first-midwest-bank-documents/.

You are responsible for obtaining, installing, maintaining and operating all software and hardware or other equipment necessary for you to access and use Consumer Online Banking, including but not limited to an Internet service provider, current web browsers, the best commercially available encryption and anti-virus and Internet security software (“Systems”). You are responsible for any and all service charges imposed by such Internet service provider and any associated communication service provider charges, including wireless provider charges.

4. ONLINE ACCOUNTS.

When you enroll in Consumer Online Banking, you will have online access to eligible Accounts that are reflected on our records as associated with the Social Security Number or Tax Identification Number you

provided when you enrolled in Consumer Online Banking. Not all Services are available for all Accounts or all customers through Consumer Online Banking. If you open an additional Account at a later date or if you are added as a signer on an existing Account, you may have online access to your new Account within Consumer Online Banking by requesting such access.

5. CONSUMER ONLINE BANKING SERVICE.

a. **SERVICES OFFERED.** This Agreement applies to the Services you obtain using Consumer Online Banking. You will receive Consumer Online Banking Account access and Alerts when you complete the enrollment for Consumer Online Banking. You may need to separately enroll in other Services that may be available now or in the future including, but not limited to, First Midwest Bank Bill Pay, Mobile Banking and Mobile Remote Deposit.

(i) **Account Access.** You can use Consumer Online Banking to: view certain Account information including balance and transaction information and Account statements; perform self-service Account maintenance; change Security Credentials; communicate with us via secure messaging; and perform other activities.

(ii) **Alerts.** Your enrollment in Consumer Online Banking allows you to activate the Alerts service. By using the Alerts service, you agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your Account. Alerts are provided for your convenience and do not replace your Account statement. You understand that Alerts may include personal or confidential information about you such as your name, Account activity or status. Your receipt of each Alert may be delayed or impacted by factors not within our control, such as how often you check your Alerts, and other factors attributable to your Internet service provider, wireless provider, or other parties. We will not be liable for (a) losses or damages arising from any non-delivery, delayed delivery or misdirected delivery of the Alerts; (b) inaccurate content in the Alerts; or (c) any actions taken or not taken due to an Alert. There is no fee for the Alert service, but you are responsible for any and all charges imposed by your communication service providers. You may deactivate the Alert Service at any time through Consumer Online Banking.

(iii) **Funds Transfers.** You may perform funds transfers between your eligible deposit Accounts and any External Accounts that you designated as "Transfer Accounts" (other than certificates of deposit). All funds transfers that you perform between your Transfer Accounts are subject to the following rules and regulations:

(a) You must be the signer of both Transfer Accounts involved in a Funds Transfer. However, we may, at our discretion, accept an authorization when you are the owner of an individual Account receiving credit and are also a signer on a joint Account being charged.

(b) You may initiate a transfer request at any time provided all systems are operational. If the transfer request is received before 8:00 p.m. Central Time on a Business Day ("Cutoff Time"), the transfer will occur on that Business Day. If the transfer request is received after the Cutoff time on a Business Day or on a non-Business Day, the transfer will occur on the next Business Day.

(c) You agree to pay the applicable service charges for transfers as shown in the RAA and the RPF.

(d) Transfers are subject to any limitations on the number of transfers that apply to your Account(s) as provided in your RAA and the RPF.

(e) You may make Internal and External Accounts transfers up to the limits, as may be changed from time to time, contained on the Consumer Online Banking website at FirstMidwest.com/onlineandmobile.

(f) You agree to have sufficient funds in your Transfer Account on the transfer date.

(iv) **Bill Pay.** If you enroll in Bill Pay, you can pay bills either on an automatic, recurring basis or periodically as you request. To enroll in this Service, visit our Consumer Online Banking website.

When you enroll, you acknowledge that you have read and agree to the terms of this Agreement, including the Bill Pay terms in Section 20.

b. **SERVICE CHANGES.** We may, from time to time, introduce new Services to Consumer Online Banking or new features to existing Services, or modify or delete existing Services or features in our sole discretion by sending you notice. By using any new or modified Services or features when they become available, or if you permit any other person or entity to use or access the Service, you agree to be bound by the terms concerning these Services or features. You may incur service charges if you use some Services available through Consumer Online Banking. Please review the terms, and any applicable service charge schedules we provide to you when you enroll or use each Service, as applicable. You authorize us to debit your Account for all service charges when incurred. We reserve the right to add or modify service charges from time to time and will notify you when we do so.

6. SECURITY CREDENTIALS.

We are authorized to act on transactions and other instructions received using your Security Credentials, and you agree that the use of your Security Credentials will have the same effect as your signature authorizing the transaction(s). If you disclose your Security Credentials to any person or entity, including any data aggregation service provider, direct us to assign Security Credentials to any entity or person, or permit any other person or entity to use Consumer Online Banking, you are responsible for any activity and transactions performed on your Account by such person or entity and for any use of your personal information and Account information by such person or entity. The loss, theft or unauthorized use of your Security Credentials could cause you to lose some or all of the money in your deposit Account(s), plus any amount available under any line of credit. It could also permit unauthorized persons to have access to your personal information and Account information, and to use the information for fraudulent purposes including identity theft.

You are responsible for maintaining the security of your Security Credentials and for any transactions performed or information received using such Security Credentials, to the fullest extent allowed by Applicable Law.

We will ask for your Security Credentials to confirm your identity only if you call us. We will never contact you via e-mail, secure messaging or telephone requesting your Security Credentials. If you are ever contacted by anyone asking for your Security Credentials, you should refuse and immediately contact us. You may be the target of attempted identity theft.

7. ADDRESS OR OTHER CHANGES.

It is solely your responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. You may request address changes through the Consumer Online Banking website or by contacting customer service at 1-800-322-3623. These requests will be separately verified with you.

8. REPORTING UNAUTHORIZED TRANSACTIONS.

If you believe someone may attempt to use or has used Consumer Online Banking without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-800-322-3623. You may also contact us electronically by sending a secure e-mail message through our secure messaging system within Consumer Online Banking.

9. INDEMNITY.

You acknowledge and agree that you are personally responsible for your conduct while using Consumer Online Banking and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind, including reasonable attorneys' service charges that we may incur in connection with (i) a third-party claim related to your use of Consumer Online Banking, (ii) the use of Consumer Online Banking by anyone using your Security Credentials or the Security Credentials we assign to someone else at your direction, (iii) your violation of this Agreement, (iv) your violation of Applicable Law, any Federal Reserve Board or clearinghouse association rule or the rights of any third party, or (v) your provision to us of a telephone or mobile phone number, e-mail address or other delivery location that is not your own. Your obligations under this Section shall survive termination of this Agreement.

10. RISK OF LOSS.

In the event of a system failure or interruption, your data may be lost or destroyed. You assume the responsibility to verify the accuracy and completeness of any transaction affected by the system failure or interruption through means other than Consumer Online Banking. We will not be liable for failure to provide access or for interruptions in access to Consumer Online Banking due to a system failure or due to other acts or circumstances beyond our control, and you hereby expressly assume such risks.

We will use commercially reasonable efforts to secure Consumer Online Banking Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of Consumer Online Banking Service could be compromised or malicious code could be introduced by third parties. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

We are not responsible for any delay, error, problem, damages or other loss you may suffer due to malfunction or misapplication of your Systems, including your Internet service provider, wireless provider or third parties, or any equipment you may use (including your computer and Mobile Devices, if applicable) to access or communicate with Consumer Online Banking, and you hereby expressly assume such risks.

11. TERMINATION.

We can terminate Consumer Online Banking and any Service under this Agreement at any time for any reason without notice to you. If we terminate Consumer Online Banking or any Service, or if you terminate Consumer Online Banking or any Service, you will need to re-enroll before you will be able to schedule any transaction through Consumer Online Banking. You may terminate Consumer Online Banking or any Service at any time by contacting us.

12. RECORDS.

Our records kept in the regular course of business shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive. Information available through Consumer Online Banking is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action. Account information provided to you as part of Consumer Online Banking is not the official record of your Account or its activity.

13. ELECTRONIC COMMUNICATIONS.

You may use e-mail through our secure messaging system to contact us about inquiries, maintenance and/or certain problem resolution issues. Regular e-mail may not be a secure method of communication; therefore, we recommend you do not contact us by regular e-mail. There may be times when you need to speak with someone immediately (especially to report lost or stolen Security Credentials, or to stop a payment). In those cases, do not use e-mail; instead, you must call us at 1-800-322-3623.

You agree that this Agreement and all Documents may be provided to you electronically rather than in paper form. The additional terms contained in the E-Sign Consent provided to you as part of your enrollment in Consumer Online Banking apply to your receipt of Documents (as defined in your E-Sign Consent).

14. OWNERSHIP OF WEBSITE.

The content, information and offers on our website are copyrighted by or licensed by First Midwest Bank and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. We grant to you, for your personal or internal business purposes only, a nonexclusive, limited and revocable right to access and use Consumer Online Banking. You agree not to use Consumer Online Banking for any other purpose, including commercial purposes such as co-branding, linking or reselling, without our prior written consent. Our website is located in the United States; may be owned, hosted or controlled by us, our affiliates or a third party selected by us; and may also be used for other Internet Services offered by us or any of our affiliates. We make no representation or warranty that our website or Consumer Online Banking is available or appropriate for use in countries other than the United States. You are responsible for complying with all laws (including foreign and domestic laws and regulations requiring governmental consent) applicable to where you use Consumer Online Banking or view the website.

15. WEBSITE LINKS.

The website may contain links to other third-party websites. When linking to those third-party sites you are subject to the terms that govern those third-party sites. We are not responsible for, nor do we control, the content, products or services provided by such linked websites. We do not endorse or guarantee the products, information, services or recommendations provided by such linked sites and are not liable for any failure of products or services advertised on those websites. In addition, each third-party website may provide less security than we do and have a privacy policy different than ours. You should review such third-party website's security and privacy policy to understand your rights. Your access, use and reliance upon such content, products or services are at your own risk.

16. GOVERNING LAW.

Except as otherwise set forth herein, this Agreement and the Services shall be governed by and construed in accordance with federal law and the laws of the State of Illinois, without regard to its conflict of law provisions. You consent to the jurisdiction of the courts of Cook County Illinois, and the United States of America for the Northern District of Illinois, and you agree that any legal action or proceeding with respect to the Agreement shall be commenced in such courts.

17. LIMITATION OF THE BANK'S LIABILITY; NO WARRANTIES.

WE, INCLUDING OUR AFFILIATES AND AGENTS, SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF TO ACCESS OR USE CONSUMER ONLINE BANKING; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; TELEPHONE OR OTHER INTERCONNECT PROBLEMS; INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTERNET SERVICE PROVIDERS AND WIRELESS CARRIERS; PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES PROBLEMS WITH DATA TRANSMISSION FACILITIES; OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF CONSUMER ONLINE BANKING IS AT YOUR SOLE RISK AND THAT CONSUMER ONLINE BANKING AND ALL INFORMATION, SERVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM ANY WEBSITE IS PROVIDED ON AN "AS IS" BASIS AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT CONSUMER ONLINE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO CONSUMER ONLINE BANKING AND ALL INFORMATION, SERVICES AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE.

18. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.

a. LIABILITY. If you are a consumer customer and you transfer funds between two deposit Accounts or use Bill Pay to make transfers from your Account to a Payee, the following applies to such use of the Service.

Contact us AT ONCE if you believe your Security Credentials have been lost or stolen. During business hours please call our Customer Care Center at 1-800-322-3623. 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 you tell us within two (2) Business Days after you learn of the loss or theft of your security credentials, you can lose no more than \$50 if someone used your Security Credentials without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Security Credentials, and we can prove that we could have stopped someone from using your Security Credentials 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 using your Security Credentials, tell us at once. If you do not tell us within sixty (60) days after the statement was provided or made available to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

If you believe your Security Credentials have been lost or stolen, immediately call 1-800-322-3623 or visit us at one of our branches.

b. **RESOLVING ERRORS OR PROBLEMS.** If you think your deposit Account statement is wrong or if you need more information about a transfer listed on the statement, contact us by telephone at 1-800-322-3623, contact us electronically by sending a secure e-mail message through our secure messaging system, or write us at First Midwest Bank Customer Care, 3800 Rock Creek Boulevard, Joliet, Illinois 60431, as soon as you can.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us, our representative will need to know the following information:

- your name and Account number;
- a description of the error or the transfer you are unsure about, and an explanation of why you believe it is an error or why you need more information; and
- the dollar amount of the suspected error.

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

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

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

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

19. PRIVACY AND CONFIDENTIALITY.

The importance of maintaining the confidentiality and privacy of the information provided by our customers is one of our highest priorities. Our U.S. Consumer Privacy Policy (linked below) was provided to you when you opened your Account. Please review it carefully. To view the most recent version of our U.S. Consumer Privacy Policy, as well as our Online Privacy Policy, as each may be amended from time to time, visit <https://www.firstmidwest.com/privacy.aspx>. You agree that we may collect, use and share information about you and your Account in accordance with each of the U.S. Consumer Privacy Policy and the Online Privacy Policy, and to provide the Services you have requested and to maintain the Services.

Our additional commitments for First Midwest Bank Consumer Online Banking including Bill Pay are as follows: We will not share Payee information or Account information with non-affiliated third parties without your authorization, except to furnish you the Services or as required or permitted by Applicable Law. Subject to the foregoing, you are licensing to us any information, data, passwords, materials or other information you provide through or to us and the Service. We may modify, display, distribute and create new material

using such information but only to provide the Services to you. By submitting information through these Services, you automatically agree or warrant that you are the owner of such information.

20. CONSUMER ONLINE BANKING BILL PAY.

a. **BILL PAY.** This Section 20 contains the terms for use of First Midwest Bank's Consumer Online Banking Bill Pay Service ("Bill Pay"), in which you authorize us to remit funds from your Charge Account to Payees you have specified. Our receipt of your Payment Instructions authorizes us to debit your Charge Account and to remit funds on your behalf to the designated Payee.

When you enroll in this Service on our Consumer Online Banking website and use the Service, those actions constitute your acknowledgment that you have read, understand and agree to the terms in this Section, and your intent to be bound by this Section and all future amendments.

You agree to pay service charges for the Consumer Online Banking Bill Pay Service in accordance with our current fee schedule. Service charges will be deducted from your Charge Account. Any service charges associated with your Account will continue to apply. Service charges for this Service are subject to change at any time.

You may request a payment to be made at one time only or on an automatic recurring basis in such a manner as you direct. If a payment is scheduled for a non-Business Day, the payment will be made on the previous Business Day. Payments are made at our option either by paper Check, electronically by ACH credit or through any other method we choose.

You may make payments to any business, merchant or professional with a valid United States address. We reserve the right to limit the amount of payments, the number of payments or the Payees you may designate. You agree not to make any payment of alimony, child support, taxes or other governmental service charges or court-ordered payment, payment for gambling debts or payment otherwise prohibited by law using the Bill Pay service. We reserve the right to refuse payment and will notify you promptly if payment is refused. In no event will we be liable for any claims or damages resulting from your scheduling these types of payments or our refusing to make a payment.

You may use Bill Pay 24 hours a day, seven days a week, except during maintenance periods. However, Bill Payments can only be processed on Business Days. Payment Instructions submitted before 9:30 p.m. Central Time on a Business Day are processed the same Business Day. Payment Instructions received after 9:30 p.m. Central Time on a Business Day or on a non-Business Day will be processed on the next Business Day.

You understand and agree that it is your responsibility to provide Payment Instructions in such a manner that the Payee will receive your payment no later than the due date on the statement provided to you by the Payee. We recommend that you provide Payment Instructions no later than ten (10) Business Days prior to the Scheduled Payment date. You must provide us with the correct Payee name, address, Payee Account information and payment amount. You will also agree to accurately follow product use instructions provided in the Bill Pay Banking Online Services on-line tutorial. Your Charge Account, including your maximum overdraft line of credit, must contain sufficient collected funds to complete the payment on the Transmit Date. We will use reasonable efforts to properly and timely make all your payments. However, you agree that the Bank will incur no liability if we are unable to complete any payments for the following reasons:

- erroneous or incomplete information is provided by you, which prevents accurate and timely payment;
- the payment was insufficiently funded;
- a Payee cannot or will not accept a payment delivered by us;
- a Payee delays crediting the payment to your Payee Account;
- we suspect the payment of being fraudulent and have provided notification to you; or
- we suspect that the Payee is a blocked entity under Office of Foreign Assets Control Sanctions.

You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Payee on the same day for the same amount.

We will notify you of failed or returned transactions. If we request additional information and you do not provide information needed to resolve the payment issue within five (5) Business Days, the payment will be cancelled and funds will be recredited to your Charge Account.

If you schedule a payment and follow the instructions as outlined above but the payment is not received by the Payee in a timely manner, you should contact customer service at 800.322.3623. Use reasonable efforts to ensure Payees reverse any late service charges. However, First Midwest Bank will not be responsible for any loss you may incur as a consequence of late payment.

You are required to promptly provide notice to us of any unauthorized transfer at 800.322.3623, or write First Midwest Bank, Customer Care, 3800 Rock Creek Boulevard, Joliet, Illinois 60431, Attn: Consumer Online Banking or by sending an e-mail message through our secure messaging system within Consumer Online Banking. When you give another party your Security Credentials, you are authorizing that party to use the Bill Pay service and you are responsible for all payments that party performs while using your Security Credentials, even those you did not intend or want performed. Your liability for unauthorized electronic transfers or payments is described in "Liability for Unauthorized Transactions" (Section 18).

You acknowledge that, in providing this Service, the Bank may rely upon certain third-party service providers to provide database storage, database access, switching and other data communication services to the Bank. You acknowledge and agree that your rights under this Agreement shall be solely and exclusively against the Bank.

If you do not have sufficient funds available on the Transmit Date, we will not process your payment. Your right to make Online Bill Payments will be terminated if, on two (2) occasions, the available funds in your Charge Account are insufficient to make a payment you have requested. You also understand that First Midwest Bank will not be responsible for any loss or penalty that you may incur due to lack of available funds or other conditions that may prevent the withdrawal of funds from your Charge Account.

You may change or delete a single payment up until 9:30 p.m. Central Time on the Transmit Date for that payment. You may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions within the Bill Pay service. Once we have begun processing a payment it cannot be cancelled or edited, unless a stop payment request is submitted and effective pursuant to the terms of this Agreement and your Charge Account. A fee for the stop payment service will be assessed according to the Bank's current fee schedule. Once an electronic payment is submitted and processed, it cannot be deleted. You should contact the Payee for a refund or ask the Bank to submit a claim.

You may terminate your use of Bill Pay at any time by notifying us in writing. Any instructions from you to make payments will continue in effect until we receive your notice and have had a reasonable time to act on it. Subject to Applicable Law, we may terminate your use of Bill Pay if you do not comply with the terms of this Agreement or you do not maintain your Charge Account in good standing. If your Charge Account is closed we will automatically cancel your Bill Payment service. Once we terminate this Agreement or the Bill Payment service, no further or pending payments will be made, including but not limited to any payments scheduled in advance or any preauthorized Recurring Payments, and you must make other arrangements to make these payments.

b. **EXPEDITED PAYMENTS**. You may use the Expedited Payment Service to make a same day ACH payment to a participating Payee for an additional fee. You may pay any Payee that is approved by us and eligible for payment under the Expedited Payment Service. By providing us with your Payee Account (including, but not limited to, Payee name, Payee Account number and the amount of your payment), you authorize us to initiate and complete the payment scheduled by you through the Expedited Payment Service.

You may access Expedited Payment Service online whenever the Bill Pay Service is available. However, each individual Payee sets their own business days and payment cutoff times and they are subject to change. To ensure timely payment and obtain the full benefit of the Expedited Payment Service, your Charge Account must be in good standing and you must submit an eligible, accurate Payment Instruction containing all of the information required by the Expedited Payment Service before the cut-off time for the applicable Payee's business day. Funds will be debited from your Charge Account and credited to your Payee Account on the date we indicate at the time you submit your Payment Instruction. If we are unable to complete the transaction because of insufficient funds in your Charge Account or some other reason, and you have activated the Alerts Service we will send you an Alert at the email address you have provided

with this Agreement. We are not responsible for any charges imposed or any other action taken by a Payee if your Payee Account is not in good standing with the Payee or that result from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if there are insufficient available funds in your Charge Account or if any part of the electronic funds transfer system network is not working properly. You cannot cancel an Expedited Payment.

The fee for the Expedited Payment Service will be separately displayed at the time you submit your Payment Instruction. The fee will be deducted from your Charge Account along with the amount of the payment to the Payee on the Business Day that you schedule the transaction. This fee is subject to change from time to time.

c. **ELECTRONIC BILL DELIVERY AND PRESENTMENT (E-BILLS)**. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your bills. This electronic bill delivery feature does not alter your liability or the obligations that currently exist between you and your Payees. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following.

We are unable to update or change your personal information with the Payee such as, but not limited to, name, address, phone numbers and e-mail addresses. You must contact the Payee directly to make any changes. Additionally it is your responsibility to maintain all usernames and passwords for all Payee websites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating electronic bills for that Payee.

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

Your activation of the Bill Pay Service for a Payee shall be deemed to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

We will present your electronic bills to you by notification within the Bill Pay Service. In addition, 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 sole responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee.

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

You agree to hold Bank harmless should you fail to receive your electronic bill. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

We are not responsible for the accuracy of your electronic bill(s). We only present the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

21. DEFINITIONS

Certain capitalized terms used in this Agreement are defined below.

“Account” and “Account(s)” mean the eligible personal or business Accounts that you access using Consumer Online Banking, including your checking Account, savings Account, money market Account, retirement account, certificate of deposit, and certain loans or lines of credit that you have with us.

“Alerts” means our service for Consumer Online Banking that sends notification to you of certain Account activity through phone, e-mail or another method.

“Business Day” means every day is a business day except Saturday, Sunday, and federal holidays.

“Bill Payment” means a payment through the Bill Pay service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via a computer or Mobile Devices.

“Charge Account” means the deposit Account you have designated on your Bill Pay profile for us to debit with respect to payments made through the Bill Pay service.

“Check” means an original Check, as defined in Regulation CC, and does not include a Substitute Check or a remotely created Check.

“External Account” means deposit Account(s) held by other financial institutions you register with us as a Transfer Account. You must be authorized to access the External Account.

“Item” means an order, instruction, or authorization to withdraw or pay funds from an Account. Examples include checks, drafts, in-person withdrawals or transfers, Card transactions including purchases, preauthorized electronic funds transfers, Automated Clearing House (“ACH”) entries, telephone transfers, automatic loan payments, and Online Banking and Mobile Banking transactions.

“Mobile Banking” means our Service that allows you to use a Mobile Device to access Consumer Online Banking, including Text Messaging capabilities and the Mobile Remote Deposit Service, if applicable.

“Mobile Device” means a mobile phone, tablet or personal digital assistant (“PDA”) that has Text Messaging capabilities and/or is web-enabled.

“Mobile Remote Deposit Service” or “Mobile Remote Deposit” means our Service that is part of Mobile Banking, which allows you to make deposits to your Account using an electronic image of a Check using your Mobile Device.

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

“Payee Account” is your Account with your Payee.

“Payment Instruction” is the information provided by you to us for a Bill Payment to be made to the Payee (such as, but not limited to, Payee name, Payee Account number and Scheduled Payment Date).

“Payor” means a consumer or business that makes payments to you by means of Items.

“Recurring Payment” means payments of a fixed amount designated by you to a Payee designated by you made on a regular time interval.

“Scheduled Payment” is a payment that has been scheduled through the Bill Payment service but has not begun processing.

“Scheduled Payment Date” is the day you want your Payee to receive your payment unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

“Security Credentials” means the information we use to identify you when accessing your Accounts and Services and may include security devices, Account numbers, PINs, card numbers, user ID, password, tokens, and challenge questions and answers. Security Credentials may be assigned to you by us or selected by you, as may be updated from time to time.

“Service(s)” means Consumer Online Banking and the products and services you access using the Consumer Online Banking website.

“Text Messaging” means a process available to you as part of Mobile Banking that allows you to send and receive messages related to your Accounts using your Mobile Device.

“We,” “us,” “our,” “First Midwest Bank” or “Bank” means First Midwest Bank, which establishes your Account and provides Consumer Online Banking, and any affiliate or agent, independent contractor or assignee that we may, in our sole discretion, engage in providing Consumer Online Banking and Services.

“You,” “your” or “yours” means an individual who owns an Account or is a party-in-interest to the Account (such as a grantor or trustee of a trust Account).