



MOBILE BANKING SERVICES INCLUDING TEXT MESSAGING AND REMOTE DEPOSIT SERVICE ENROLLMENT TERMS AND CONDITIONS ("END USER TERMS") EFFECTIVE JUNE 29, 2021

The Mobile Banking Services, including Text Messaging and Remote Deposit Service, ("Mobile Banking Services") are provided to you by First Midwest Bank ("First Midwest" or "we/us/our") and powered by a third party ("Licensor") mobile technology solution. By agreeing to these End User Terms or otherwise using or accessing the Mobile Banking Services described herein, you accept these End User Terms and agree to be bound by all terms and conditions set forth herein. You acknowledge and agree that the terms and conditions outlined in these End User Terms will apply to and govern your use of any and all Mobile Banking Services offered by First Midwest and that you have read and understand the terms of these End User Terms. You can save/print First Midwest's Online Agreement and Mobile Banking End User Terms at <https://www.firstmidwest.com/documents>.

SECTION A

FIRST MIDWEST BANK TERMS AND CONDITIONS

Thank you for using First Midwest Bank Mobile Banking Services combined with your Mobile Device's Text Messaging capabilities. For help, text "HELP" to 79680. To cancel your plan, text "STOP" to 79680 at any time. In case of questions please contact customer service at general@firstmidwest.com or call 800-322-3623. We do not charge for help or info messages; however, your normal wireless provider rates apply.

1. The Mobile Banking Services are separate and apart from any other charges that may be assessed by your wireless carrier for Internet access or Text Messages sent to or received from us. You are responsible for any fees or other charges that your wireless provider may charge for any related data or message services, including without limitation for short message service ("SMS").
2. The Mobile Banking Services are provided by us and not by any other third party. You are solely responsible for the content transmitted through the Text Messages sent to and from us. You must provide source indication in any Text Messages you send (e.g., mobile telephone number, "From" field in Text Message, etc.).

3. To enroll in Mobile Banking Services, you must also be enrolled in the First Midwest Bank Online Banking Service ("Online Banking" or "Online Banking Service(s)"). You acknowledge that you have read and agreed to the terms and conditions of the Consumer Online Banking Service Agreement ("Online Agreement"), which applies to Mobile Banking Services. You also acknowledge and agree to these End User Terms, which supplement the Online Agreement, when you enroll in Mobile Banking Services.

4. We are not responsible or liable for the acts, omissions, systems or services provided by Licensor or any of the provisions of Section B, which is the responsibility of Licensor.

5. If you share your Security Credentials or Account information with, any persons or entities, their activity may be considered authorized by you. This includes if you share your Security Credentials or Account information with a third-party application or website to allow your Account information to be accessed through these third-party applications or websites. We do not endorse and are not responsible for the products or services provided by third-party applications or websites that we have not approved. If you download such third-party software or application, or use a third-party website and provide such software your Security Credentials or Account information, you do so entirely at your own risk and we are not liable for any access to or transaction from your Account made through such third party.

6. As used in these End User Terms, "Mobile Banking" and "Mobile Banking Service(s)" means a service that allows you to use a Mobile Device to access the Online Banking Service; "Mobile Device" means a device specified by us other than a personal computer, including a mobile phone, tablet or personal digital assistant (PDA) that has Text Messaging capabilities and/or is Internet (web) enabled; and "Text Messaging" or "SMS" means a process that allows you to send and receive messages related to your Accounts of up to 160 characters each using your Mobile Device; "Remote Deposit Service" means a service that allows you to make deposits using the electronic image of a check or Substitute Check with your Mobile Device. Capitalized terms not defined in the End User Terms shall have the meaning provided in the Online Agreement or your Retail Deposit Account Agreement ("RAA") and the Retail Product Features and Fees ("RPFF"), as applicable.

Mobile Banking Services including Text Messaging

1. Services and Functionality. Not all of the Online Banking Services or the functionality of the Online Banking website are available when you use a Mobile Device and Mobile Banking Services and functionality available to you may vary based on the Mobile Device you use. We will notify you which Online Banking Services and functionality are available through Mobile Banking and which are

available using your Mobile Device. For those Online Banking Services available through your Mobile Device, the Online Banking Services may use different terminology and appear in different formats when viewed through your Mobile Device. You may be required to follow different instructions to access Online Banking Services through your Mobile Device. Processing of payment and transfer instructions may take longer through Mobile Banking.

2. **Third Party Charges.** Your wireless provider's rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations for using the Mobile Banking Service that are outside of our control. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

3. **Authorized User.** You represent that you are the owner or authorized user of the Mobile Device you use to receive our Mobile Banking Service, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages.

4. **Access and Limitations on Liability.** If you use Text Messaging, we will send you a message only once per request. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, misdirected, mishandled, interrupted, contain inaccurate content or otherwise be negatively impacted by factors relating to your Mobile Device, your Internet service provider, wireless provider or third parties, or due to other reasons outside of our control. **WE WILL NOT BE LIABLE FOR LOSSES OR DAMAGES DUE TO ANY SUCH DELAYS, INTERRUPTIONS OR NEGATIVE IMPACTS TO MOBILE BANKING AND YOU AGREE THAT NEITHER WE NOR OUR SERVICE PROVIDERS WILL BE LIABLE FOR ANY ERRORS OR DELAYS IN THE CONTENT, OR FOR ANY ACTIONS TAKEN IN RELIANCE THEREON. MOBILE BANKING SERVICES INCLUDING TEXT MESSAGING AND REMOTE DEPOSIT SERVICES ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. WE AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY RELATING TO THE MOBILE BANKING SERVICE, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR SOLE AND EXCLUSIVE REMEDY FOR**

ANY FAILURE OR NON-PERFORMANCE OF THE MOBILE BANKING SERVICE IS FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR THE MOBILE BANKING SERVICE.

5. **Transmission and Use of Your Information.** You provide your express consent to us, our agents and service providers to use the telephone or mobile phone number, email address or other delivery location we have in our records to contact you to provide the Online Banking Services including Mobile Banking Services, to otherwise operate, develop and improve the Mobile Banking Service, and for any other purpose including marketing. Consent is not a condition of your receipt of the Mobile Banking Service. You agree we, our agents and third-party vendors may contact you by any means including use of an auto dialer or predictive dialer or pre-recorded message or Text Message. You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you such as your mobile phone number, your wireless provider's name, the date, time and content of any mobile banking messages including account activity and status of your Accounts, and other information that you or we may provide. Your wireless provider and other service providers may also collect data from your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Banking usage in connection with our Online Banking Service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with our Mobile Banking Service, you agree to provide accurate, complete, and true information.

6. **Content.** Our Mobile Banking Service as well as the content and materials you may receive or access through your use of Mobile Banking are proprietary to us and our Licensors, and are for your personal, non-commercial use only. You will not damage, impair, interfere with or disrupt our Online Banking Service, Mobile Banking Service, or their functionality.

7. **Use Outside of the US.** You agree that if you are using our Mobile Banking Service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

8. **Termination and Changes.** We reserve the right to change these End User Terms from time to time, including the right to change fees, upon notice to you, and we reserve the right to discontinue our Mobile Banking Service at any time without notice. We may suspend or terminate the Mobile Banking Service to you if we believe you are in breach of our End User Terms, the Online Agreement, your RAA, and the

RPPF with us. If your Online Banking Service is terminated, your Mobile Banking Service will also terminate. The Mobile Banking Service will also terminate in the event your wireless service terminates or lapses. To cancel the Text Messaging service, text "STOP" to 79680 at any time. We reserve the right to send you a follow-up Text Message to confirm termination. All terms which by their nature contemplate performance after termination will survive termination of these End User Terms.

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

10. INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, COST AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM YOUR USE OF THE MOBILE BANKING SERVICE, YOUR PROVISION OF A TELEPHONE OR MOBILE PHONE NUMBER, E MAIL ADDRESS, OR OTHER DELIVERY LOCATION THAT IS NOT YOUR OWN, OR YOUR VIOLATION OF APPLICABLE FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE.

Remote Deposit Service

1. Remote Deposit Service. The Remote Deposit Service allows you to make deposits of the electronic image of a check or Substitute Check (each an "Item") to your eligible Accounts by capturing an electronic image of the Item with a capture device (such as a camera) on your Mobile Device and submitting images and associated information to us for processing. All terms and conditions of the Mobile Banking Services provided above including Access and Limitations on Liability (Section 4), Official Records and Statements (Section 9), and Indemnification (Section 10) apply to the Remote Deposit Service.

2. Eligible Items. You agree:

- to deposit only images that originated as paper checks, and no third party or electronic checks may be deposited using the Mobile Remote Deposit Service;
- to implement and maintain security measures, including firewall protection, in compliance with your obligations under these End User Terms;
- to properly endorse all Items using the Mobile Remote Deposit Service;
- not to deposit Items into your Account unless you have authority to do so;
- not to exceed the deposit limits we establish;

- after you submit an Item for deposit using the Mobile Remote Deposit Service you will not redeposit, otherwise transfer or negotiate the original Item;
- after you submit an Item for deposit you are solely responsible for the storage or destruction of the original Items as further provided below;
- the electronic image of the Item will become the legal representation of the Item for all purposes;
- any image we receive accurately and legibly represents all of the information on the front and back sides of the original Item as originally drawn; and
- to promptly provide us with a written notice of any claim you receive regarding the Mobile Remote Deposit Service.

3. Image Quality. The image of an Item transmitted using the Remote Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from the front and back sides of the Item. Image quality must comply with industry requirements established and updated by the ANSI, Federal Reserve Board and any other regulatory agency. You authorize us to convert Items to IRDs or transmit them as an image. If the electronic files and/or images transmit to us with respect to any Item do not comply with our requirements for content and/or format, we may, in our sole discretion:

- further transmit the Item and data in the form received from you;
- repair or attempt to repair the Item or data and then further transmit it;
- process the Item as photocopies in lieu of originals; or
- return the data and Item to you unprocessed and charge back your Account.

4. Endorsement. You agree to properly endorse all Items captured and submitted using the Remote Deposit Service.

5. Processing Time and Availability of Funds. We may return or refuse to accept all or any part of a deposit to your Account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your Account to be dishonored and returned. Images of Items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error free or complete. If we receive the image of an Item for deposit on or before 5:00 p.m. Central Time on a Banking Day, we will consider that day the day of deposit. If we receive the image of an Item for deposit after 5:00 p.m.

Central Time or on a non-Banking Day, we will consider the next Banking Day as the day of deposit. You understand and agree that funds from Items deposited under the Mobile Remote Deposit Service are not subject to Federal Reserve Board Regulation CC (availability of funds). Items submitted through the Remote Deposit Service are not subject to the Funds Availability Policy applicable to the Account. Funds from deposits made via the Mobile Remote Deposit Service generally will be available for withdrawals by the next Banking Day.

6. Disposal of Transmitted Items. You are responsible for retaining each original Item in a safe and secure environment in accordance with applicable laws as in effect from time to time. After forth-five (45) days following transmittal to us and receipt of a confirmation from us that the image of the Item has been received, you agree to mark the Item as "VOID" and properly dispose it to ensure it is not presented for deposit again. You will properly store the original Items and take appropriate measures to ensure they are not deposited a second time. You will promptly (but in any event within five (5) Business Days) provide any retained original Item to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deem necessary.

7. Restrictions and Limitations. You agree your deposits using the Remote Deposit Service will not exceed the limitations, as may be changed from time to time, provided on the Online Banking website at FirstMidwest/onlineandmobile.com.

8. Minimum Hardware and Software Requirements. In order to use the Remote Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software including an Internet enabled Mobile Device as specified by us on the Online Banking website at FirstMidwest/onlineandmobile.com

9. Eligibility, Termination and Changes. You must meet the eligibility requirements in order to use the Remote Deposit Service. We have the right to suspend or terminate the Remote Deposit Service at any time if you or your Account(s) do not meet our eligibility requirements or if you are in violation of these End User Terms, the Online Agreement or your RAA, and the RPF with us. We may also terminate the Remote Deposit Service in the event your wireless service terminates or lapses. We also reserve the right to change the Remote Deposit Service at any time without notice to you.

10. Errors. You agree to promptly review each Account statement and notify us of any errors. All deposits made through the Service will be deemed to be correct, unless you notify us of any errors to deposits made through the Service immediately but no later than 30 (thirty) days after the applicable Account statement is mailed or otherwise provided to you or as otherwise specified in your Online Agreement, the RAA and the RPF with us.

11. Changes. We reserve the right to change the Mobile Remote Deposit Service at any time without notice to you. We reserve the right to deny, suspend or revoke access to the Mobile Remote Deposit Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of these Sections or this Agreement or another agreement related to your Account with us, or are otherwise using or accessing the Mobile Remote Deposit Services inconsistent with the terms and conditions hereof. Further, we have the right to suspend the Mobile Remote Deposit Service immediately in the event of an emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any Items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns of the same.

Debit Card Controls Service

The Debit Card Controls Service ("Card Controls" or "Card Controls Service") is available using the First Midwest Mobile Banking Services mobile application ("App") unless you have requested this function to be disabled in your App by contacting us. The Card Controls Service gives you the ability to set location, transaction type, merchant type and threshold amount limits for your debit card(s), or totally disabling one-time debit card transactions. The Card Controls Service may reduce the risk of debit card fraud but is not guaranteed to prevent or avoid debit card fraud. All eligible debit cards will be listed in the Card Controls feature, which you can locate on your App by accessing the "Add" button. From this list you can enable any or all of these debit cards for the Card Control Service. You can customize Card Controls settings on each eligible debit card and they are effective immediately and can be modified/removed at any time. Your recurring transactions (such as utility bills or auto-payments) are not affected by disabling your debit card or adding threshold limits.

First Midwest is not responsible for how merchants authorize transactions or code their terminal's location or merchant type. The terminal coding is the sole responsibility of the merchant and may impact the ability for the Card Controls Service to recognize the merchant category or location of an in-store transaction. Certain merchants may seek an authorization hold at the time the transaction is initiated (e.g. gas stations, restaurants, hotels, etc.). The authorization hold may be higher or lower than the actual transaction paid because the final transaction amount is not known at the time the transaction is initiated. This may affect any threshold limits you apply in the Card Controls Service, as First Midwest controls the amount of a transaction once an authorization has been granted.

The Card Controls Service also allows you to receive customized push alerts (in-App notifications) about debit card transaction activity. Standard data rates may apply.

You agree that the Card Controls Service is provided by First Midwest through its service providers. If our service providers experience any issues that cause the Card Controls Service not to perform as intended, any card control preferences and/or alerts you set up may not be in effect. During any service provider outage of the Card Controls Service, transactions may be completed whether or not the transactions would have been restricted by your Card Controls settings.

To cancel your debit card, please call our Customer Care Center at 1-800-322-3623 during regular business hours. Outside of regular business hours, contact Bank Card Services at 1-800-236-2442.

IF YOU BELIEVE THERE HAS BEEN AN UNAUTHORIZED TRANSFER OR YOUR CARD OR PIN HAS BEEN LOST OR STOLEN

Contact us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic transfer has been made without your permission. During business hours, please call our Customer Care Center at 1-800-322-3623. To report a lost or stolen Card or PIN outside of regular business hours, contact Bank Card Services at 1-800-236-2442 or write First Midwest Bank, Attn: Customer Care, 3800 Rock Creek Blvd., Joliet, IL 60431. Telephoning is the best way to keep 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 Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us in time, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 calendar days after we send the statement to you, you may not get back any money you lose after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If unusual circumstances arise that keep you from telling us, we will extend either time period.

SECTION B

ZELLE® SERVICE TERMS OF USE

The following are the Terms of Use for the Zelle® Service at First Midwest Bank ("First Midwest," "we" or "us"). These Terms of Use supplement, modify, and incorporate by reference the First Midwest Bank Consumer Online Banking Service

Agreement including the E-SIGN Disclosure and Consent (collectively, the "Online Agreement") and your RAA, and the RPF. In the event of a direct conflict between the terms of the Online Agreement, the RAA, the RPF and these Terms of Use, these Terms of Use shall control. Capitalized terms not defined in these Terms of Use shall have the meaning provided in the Online Agreement.

To enroll in the Zelle Service, you must also be enrolled in Consumer Online Banking and Mobile Banking Services. When you enroll in the Zelle Service, you acknowledge that you have read and agreed to the terms and conditions of the Online Agreement and the Mobile Banking End User Terms, which apply to the Zelle Service. First Midwest's Online Agreement and Mobile Banking End User Terms are available at <https://www.firstmidwest.com/documents>. You also acknowledge and agree to these Terms of Use, which supplement the Online Agreement, when you enroll in the Zelle Service.

1. DESCRIPTION OF ZELLE SERVICE

We have partnered with the Zelle Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled with Zelle or another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). Financial institutions, including First Midwest, that partner with Zelle are referred to herein as "Network Banks."

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

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

2. ELIGIBILITY AND USER PROFILE

When you enroll to use the Service or when you permit others to act on your behalf to use or access the Service, you agree to the terms and conditions of these Terms of Use. The Service is available to our customers age 18 or older with an eligible deposit account currently enrolled in Consumer Online Banking and Mobile Banking Services (the "Enrolled Account"); provided, that we may in our sole discretion permit a minor to use the Service if the Enrolled Account is in the name of the minor with a parent or adult listed on the account as a joint owner. In order to receive fund transfers into your Enrolled Account, that account must be in good standing. In order to transfer funds out of your Enrolled Account to another individual or business, you must have an

adequate available balance in that account for such transfer. We reserve the right to determine eligibility and restrict categories of recipients to whom payments will be made using the Service in our sole discretion.

You represent that you have the authority to authorize debits and credits to your Enrolled Account. You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not use the Service for international ACH transactions, which are prohibited under these Terms of Use.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments.

3. ENROLLING FOR THE SERVICE

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number (i.e., no "burner" numbers) that you intend to use for an extended period of time. You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may:

- authorize a debit of your Enrolled Account to send money to another User either at your request or at the request of that User; and
- receive money from another User either at that User's request or at your request, subject to the conditions of the Section below titled "Requesting Money."

If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

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

4. PRIVACY AND INFORMATION SECURITY

We make security and the protection of your information a top priority. Our U.S. Consumer Privacy Policy and where appropriate, our Online Privacy Policy, each as may be amended from time to time (available at <https://www.firstmidwest.com/privacy.aspx>), applies to your use of any of the Services. 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. See Zelle's Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data.

5. WIRELESS OPERATOR DATA

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT & T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data.

6. CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in these Terms of Use. You consent to the receipt of emails or text messages from us, Zelle, other Users that are sending you money or requesting money from you, and other Network Banks or their agents regarding the Service or related transfers between Network Banks and your Enrolled Account. You agree that we, Zelle or either of our agents may use

automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service (SMS). Please check your mobile service agreement for details or applicable fees.
- You will immediately notify us if any email address or mobile phone number you have enrolled is either surrendered or changed by you. We may, in our sole discretion and for any reason or no reason, decline at any time to accept or use, or continue to accept or use, any email address or telephone number provided to us by any person.
- In the case of any messages that you send through us or Zelle or that we or Zelle send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name. You understand and agree that any emails or text messages sent through the Service may not be encrypted and may include personal or confidential information about you, such as your mobile phone number, your wireless provider's name, the date, time and content of any messages including the activity or status of your Enrolled Account.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at CustomerCare@FirstMidwest.com or (800) 322-3623. You expressly consent to receipt of a text message to confirm your "STOP" request.

7. RECEIVING MONEY; MONEY TRANSFERS BY NETWORK BANKS

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to your Enrolled Account. The RAA, the RPF and the Online Agreement describe our responsibility for accepting, rejecting and completing electronic funds transfers and electronic payments and these agreements apply to your online transactions using the Service except as otherwise provided in these Terms of Use.

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

8. REQUESTING MONEY

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

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

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

9. SENDING MONEY; DEBITS BY NETWORK BANKS; TRANSACTION PROCESSING ORDER

You may send money to another User at your initiation or in response to that User's request for money. You understand that your use of this Service shall at all times be subject to (a) these Terms of Use, and (b) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your Enrolled Account. You understand that when you send the payment, you will have no ability to

stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent the money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. The RAA, the RPFf and the Online Agreement describe our responsibility for accepting, rejecting and completing electronic funds transfers and electronic payments and these agreements apply to your online transactions using the Service except as otherwise provided in these Terms of Use.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either in the Zelle mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. If there is no response from the recipient of the money you sent, that transaction will expire after ten (10) calendar days of sending.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification). We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

The evening of each business day the Bank processes transactions that have posted that day to the Account. The RAA and the RPFf explains the order in which we pay transactions from your Account and how this may affect the total number of overdrafts and related fees you may incur. Zelle payments sent from your Account are in the 5th debit category in our current processing order. You agree to pay a fee for any payment that results in an overdraft. See Section 5 of your RAA and the RPFf for details.

10. LIMITS; FUNDS AVAILABILITY

We reserve the right, at any time in our sole discretion, to impose limits on the amount(s) and/or number of payments you may send, receive, or request over a certain period of time. The current initial limits for sending money through the Service are \$2,000.00 per transaction and \$2,000.00 total per calendar day,

commencing at 12:00 A.M. Central Time and ending at 11:59 P.M. Central Time. Your limits may be increased based on your usage of the Service. All limits are subject to reduction, at any time in our sole discretion, for security or fraud monitoring purposes or for failure to comply with these Terms of Use.

If you attempt to send, receive, or request payment(s) in excess of your limit, such payment may be rejected. If you are permitted to send, receive, or request payment(s) in excess of your limit, such payment shall be subject to these Terms of Use, and we are not obligated to accept similar payment(s) at other times. We will make funds available for money received in accordance with our Funds Availability Policy, as outlined in the RAA and the RPPF. The cut-off time for payments and deposits received through Zelle is 8:00 P.M. Central Time ("Cutoff Time"). If a Zelle payment is received before the Cutoff Time on a Business Day, it will be made available to you on that Business Day. If a Zelle payment is received after the Cutoff Time on a Business Day or on a non-Business Day, it will be made available to you on the next Business Day.

11. LIABILITY FOR UNAUTHORIZED TRANSFERS

If you believe an unauthorized transaction was made in your Enrolled Account or your Security Credentials were used without your permission in connection with the Service, call us immediately at (800) 322-3623. You could lose all the money in your Enrolled Account plus your maximum overdraft line of credit, if applicable. Telephoning is the best way of keeping your possible losses down.

If you tell us within two (2) Business Days after you learn of the unauthorized access, 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 unauthorized access, 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.

If you do not tell us within sixty (60) calendar days after the statement on which the unauthorized transaction first appeared 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 may extend the time period.

12. LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

The RAA, the RPPF and the Online Agreement describe our responsibility for completing electronic funds transfers and electronic payments and our exceptions from liability for our failure to do so, and these agreements apply to your online transactions using the Service except as otherwise provided in these Terms of Use.

WE HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE SERVICE UNDER ANY OF THESE CIRCUMSTANCES: (a) if the transfer or payment could not be completed due to systems unavailability or any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your Internet access equipment, any Internet virus, Trojan horse, worm or other hostile software code, or any problem that may be associated with your use of the Service or (b) if the payment was a tax payment, a court ordered payment or payment to a payee outside the U.S.

13. FEES

We do not charge fees to use the Service, but regular charges will apply to your Enrolled Accounts according to our current fee schedule (e.g., overdraft fees). We may change the fees that apply to the Service at any time for any reason. We will give you reasonable notice of such changes as required by law. You are responsible for any and all charges imposed by your communication service providers.

14. RIGHT TO TERMINATE ACCESS

We reserve the right to discontinue the Service at any time without notice. We may suspend or terminate the Service if we believe you are in breach of these Terms of Use, the Online Agreement, the RAA, and the RPF with us. If your Consumer Online Banking Service or Mobile Banking Service is terminated, this Service will also terminate.

15. DISCLAIMER OF WARRANTIES

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER FIRST MIDWEST NOR ZELLE MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. FIRST MIDWEST AND ZELLE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

16. LIMITATION OF LIABILITY

Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (a) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (b) any related losses or damages. Neither we nor Zelle shall be liable for any types or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. YOU AGREE THAT FIRST MIDWEST AND ZELLE ARE NOT RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU MAY HAVE WITH ANY OTHER USER OF THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

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

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

17. INDEMNIFICATION

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in these Terms of Use, you agree to indemnify, defend and hold harmless First Midwest and Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of: (a) your use, misuse, errors, or inability to use the Service, or any violation by you of these Terms of Use; (b) any request for money that you send through the Service that is related to overdue or delinquent amounts; or (c) your provision of a phone number, email address, or other delivery location that is not your own; or (d) your violation of applicable federal, state, or local laws or regulations. Your obligations under this Section 16 shall survive termination of these Terms of Use.

18. MISCELLANEOUS

The Service is generally available 24 hours a day, 7 days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer support generally will be available Monday through Friday during business hours (excluding U.S. bank holidays) by calling our Customer Care Center at (800) 322-3623.

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SECTION C

TERMS FOR THE DOWNLOADABLE MOBILE APPLICATION

1. Ownership. You acknowledge and agree that Licensor is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking Services from First Midwest and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

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5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR , FIRST MIDWEST, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

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and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in these End User Terms.

7. Miscellaneous. These End User Terms constitute the entire agreement between the parties concerning the subject matter hereof. These End User Terms will be governed by and construed in accordance with the laws of the state of Illinois, excluding that body of laws pertaining to conflict of laws. If any provision of these End User Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to these End User Terms are subject to the exclusive jurisdiction of the courts of Illinois and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that these End User Terms and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

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