END USER TERMS

This service is provided to you by Bridgeview Bank and powered by a Third Party (the “Licensor”) mobile technology solution. Section A of these End User Terms is a legal agreement between you and Bridgeview Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

BRIDGEVIEW BANK TERMS AND CONDITIONS

Thank you for using Bridgeview Bank Mobile Banking. In case of questions please contact customer service at help@bridgeviewbank.com or call 1.800.794.2070.

In addition, Personal Bridgeview Bank Mobile Banking customers can utilize text message capabilities on their handheld devices; for help, text "HELP" to 79680. To cancel your plan, text "STOP" to 79680 at anytime.

Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Bridgeview Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

2. The services are provided by Bridgeview Bank and not by any other third party. You and Bridgeview Bank are solely responsible for the content transmitted through the text messages sent to and from Bridgeview Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

3. Services: The mobile deposit capture services (“Services”) are designed to allow you to deposit certain checks into certain deposit accounts that are eligible to receive mobile deposits via an application (the “App”) installed on your supported mobile device. The App is considered part of the Services.

4. Scope of License:

   You shall not: Use, download, sync or copy the App other than as permitted by these Terms & Conditions; or

   You shall not: Use the App for any unlawful purpose or any other purpose not authorized by these Terms & Conditions.

   These Terms & Conditions shall govern any App updates provided by us that replace and/or supplement the App, unless such App update is accompanied by separate terms and conditions in which case those terms and conditions will govern.

5. The license shall continue unless and until terminated in accordance with this Agreement, or as otherwise agreed by us.

EQUAL HOUSING LENDER
MEMBER FDIC

The license shall terminate automatically if you fail to abide by any term in this Agreement.

We may, at our sole discretion and without notice to you, restrict, suspend or terminate the License and/or App and thereby any of the products, services, content and Services which you may access through the App without assigning any reason.

6. Third Party services, products and content: The App may enable you to access, use or acquire third party products, services and content. The terms & conditions contained in your Deposit Account Agreement explains our position on such third party products, services and content. You further agree to comply with any third party terms and conditions applicable to the use of such third party products, services and content, including with Licensor as set forth in Section B herein.

7. Security of your Mobile Device and Account Information: You are responsible for maintaining the confidentiality and security of your mobile devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"), and preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, “Account Information”). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, text message, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred. Use of passwords deemed by us, in our sole discretion, to be insecure shall be a violation of these Terms and Conditions.

8. Privacy and User Data: You confirm that you have read and agree with our Privacy Policy set out in our website at http://www.bridgeviewbank.com/. You confirm that all information which you have provided in connection with the App or these terms and conditions are current, true, accurate, supportable and complete. You agree to inform us immediately of any changes in this information, including but not limited to any changes in your address and/or contact particulars.

9. Third party Networks: You acknowledge that your use of the App may require access to other networks not owned or operated by us including the internet and third party cellular networks. You acknowledge that your access to the App shall be subject to the availability and quality of such third party networks and any applicable terms and conditions imposed by such third parties in relation to their networks.

   Certain mobile network operators may prohibit or restrict the use of VoIP functionality over their network, such as the use of VoIP telephone over a cellular network and may impose additional fees or charges in connection with VoIP. You should check the terms of agreement with your mobile network operator prior to obtaining or using the App.

   Certain countries may also prohibit or restrict the use of VoIP. Please check and abide by the laws of each country in which you intend to use the App.

10. Acceptance of these Terms: Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s). Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Bridgeview Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services.

Your continued use of the Services will indicate your acceptance of any such changes to the Services.

11. Limitations of Services: When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

12. Fees for Services: You are liable for all charges and payments for all services, products, Content and Services procured or obtained through the App.

    For banking related fees please refer to the appropriate Mobile Banking section of Bridgeview Bank's website for further information regarding fees that may be related to the Mobile Deposit service. Other standard fees apply for items such as NSF items, etc. You agree to pay and authorize us to deduct any such fees or charges from your designated Mobile Deposit Account(s). Any fees associated with your standard deposit account(s) will continue to apply.

    You may, however, incur charges to receive Internet service on your mobile device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be solely responsible to your wireless carrier for any such Internet or text messaging charges.

13. Eligible items: You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the image of the check transmitted to Bridgeview Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Illinois. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

    a. Checks or items payable to any person or entity other than you.
    b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
    c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
    d. Checks or items previously converted to a substitute check, as defined in Reg. CC.
    e. Checks or items drawn on a financial institution located outside the United States.
    f. Checks or items that are remotely created checks, as defined in Reg. CC.
    g. Checks or items not payable in United States currency.
    h. Checks or items dated more than 6 months prior to the date of deposit.

14. Image Quality: The image of an item transmitted to Bridgeview Bank using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. If the image quality of an item is poor, we reserve the right to decline the item for processing. If an item is declined, a message will be sent to the corresponding email address.

15. Endorsements and Procedures: You agree to properly endorse any item transmitted through the Services. Any improperly endorsed item may be declined for processing or an extended hold may be applied to corresponding deposit. You agree to not deposit any travelers checks, third-party checks and foreign items.

16. Receipt of Items: We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Bridgeview Bank that the deposit has been approved. Receipt of such confirmation does not mean that the transmission was error free or complete.

17. Availability of Funds: We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy as set forth in your Deposit Account Agreement with Bridgeview Bank.

18. Disposal of Transmitted Items: Upon your receipt of a confirmation from the Bank that we have approved the deposit, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly store the item in a secure location. After 45 days you are required to dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Bridgeview Bank's audit purposes.

19. Deposit Limits: We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. For information pertaining to deposit limits please see the appropriate Mobile Banking section of Bridgeview Bank's website.

20. Promises You Make to Us; Representations and Warranties; Indemnity: You promise that you will; (i) only transmit eligible checks and items that you are entitled to enforce and that will include all signatures required for their negotiation and deposit; (b) you will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party; (c) you will not deposit or not present again the original check or item with Bridgeview Bank or any other party; (d) You will comply with this Terms & Conditions and all applicable rules, laws and regulations; (e) you will use the Service only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

    You represent and warrant to Bridgeview Bank the following: (a) images will meet Bridgeview Bank's image quality standards in effect from time to time; (b) all information you provide to Bridgeview Bank is accurate and true, including that all images transmitted to Bridgeview Bank accurately reflect the front and back of the check or item at the time it was imaged.

    You agree to indemnify and hold harmless Bridgeview Bank, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, and assigns and all persons, firms, corporations, and organizations, and organizations in its behalf from and against, and agree to defend promptly Bridgeview Bank from and reimburse Bridgeview Bank, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, and assigns and all persons, firms, corporations, and organizations, and organizations in its behalf for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind, including without limitation reasonable attorneys' fees and other legal costs and expenses, that Bridgeview Bank or its successor in interest may at any time suffer or incur, or become subject to, as a result of, or in connection with, any breach of any of the promises, representations and/or warranties made by you in this paragraph 20.

21. Hardware and Software: In order to use the Services, you must have and maintain, at your expense, a compatible mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the service. Bridgeview Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

22. Errors: You agree to immediately notify Bridgeview Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Bridgeview Bank account statement is sent. Please refer to your Deposit Account Agreement for error resolution information.

23. Changes to the Services: We reserve the right to terminate, modify, add and remove features from the Services at any time in our sole discretion. You may reject changes by discontinuing use of the Services. Your continued use of the Services will constitute your acceptance of and agreement to such changes. Maintenance to the Services may be performed from time-to-time resulting in interrupted service, delays or errors in the Services and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance may be made, but we cannot guarantee that such notice will be provided.

24. Cancellation By You; Termination or Refusal By Us: You may cancel the Services at any time by calling 800-794-2070 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Services. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Services; (iv) is not in accordance with any other requirement stated in these Terms & Conditions or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Services are not being used for its intended, bona fide and lawful purposes under these Terms & Conditions; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to Bridgeview Bank's business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the Services for a period of time or (e) following initial enrollment you do not use the Services. Termination will not affect your liability or obligations under these Terms & Conditions, or any other agreements you have with us for actions we have taken on your behalf.

25. Ownership and License: You agree that Bridgeview Bank retains all ownership and proprietary rights in the Services and websites. You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Services, including the App. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the Services, in any manner contrary to these Terms and Conditions, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions without the requirement of posting a bond.

26. Enforceability: You may not assign any of these Terms and Conditions. No waiver of a breach of these Terms and Conditions shall constitute a waiver of any prior or subsequent breach of these Terms and Conditions. Any such waiver shall not affect our rights with

respect to any other transaction or to modify any of these Terms and Conditions. In the event that any provision herein shall be deemed to be unenforceable to any extent, the remainder of these Terms and Conditions shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

27. DISCLAIMER OF WARRANTIES: YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

28. LIMITATION OF LIABILITY: YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BRIDGEVIEW BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, BRIDGEVIEW BANK’S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

29. Miscellaneous: These Terms and Conditions are hereby incorporated by reference into and are subject to the provisions of your Deposit Account Agreement with Bridgeview Bank, except as expressly modified herein.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("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 your financial services provider 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").

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This

Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

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

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

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR , 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.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement 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 this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is 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.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the

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financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

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