

DIGITAL BANKING TERMS AND CONDITIONS

This Agreement for Esquire Bank, National Association Online Digital Banking, Mobile Banking, and Bill Payment is entered into between Esquire Bank, National Association and any Customer (defined below) who uses Esquire Bank, National Association Internet banking or Mobile Banking. This Agreement governs the terms and conditions for your use of Esquire Bank, National Association Online Digital Banking, Mobile Banking, and Bill Payment, whether for consumer or commercial use.

Your consumer checking and savings accounts are governed by Esquire Bank, National Association's Truth-In-Savings Account Disclosures, the Funds Availability Disclosure and the Electronic Funds Transfer Act Disclosure (collectively, the "Consumer Disclosures"). Please refer to Consumer Disclosures for information regarding your consumer accounts. Your business checking and savings accounts are governed by the Funds Availability Disclosure and the Treasury Management Services Agreement. Please refer to the Commercial Disclosures for information regarding your business accounts.

I. Definitions

"Customer" is defined as the individual or entity utilizing the services of Esquire Bank, National Association Online Banking.

"Online Digital Banking" is defined as the Internet banking module designed for customer use.

"Mobile Banking" is a service that allows customers to perform financial transactions using a mobile device, such as a smartphone or tablet offered by financial institutions.

"Account" is defined as the banking account(s) the Customer desires to access with Esquire Bank, National Association Online Digital Banking.

"Bill Pay Account" is defined as the checking account(s) the Customer designates as their primary account for bill payment and for service charges.

Business Day means every day except Saturdays, Sundays and federal holidays.

"We", "us", and "our" mean Esquire Bank, National Association.

"You" and "your" means each Customer of Esquire Bank, National Association Online Digital Banking.

II. Agreements

Before you use Esquire Bank, National Association Online Digital Banking, Mobile Banking, or Bill Pay please read this Agreement and the Commercial Disclosures in their entirety. This Agreement and the Commercial Disclosures are contingent upon each other. This Agreement contains the terms and conditions of Esquire Bank, National Association Online Digital Banking and Mobile Banking.

If you use Esquire Bank, National Association Online Digital Banking or Mobile Banking or permit another person to use Esquire Bank, National Association Online Digital Banking or Mobile Banking, each party agrees to the terms and conditions stated in the Agreement. Further, you authorize Esquire Bank, National Association or appropriate third parties to debit, transfer and process instructions initiated at your computer or other mobile device.

III. Computer Requirements

We support the current and prior major releases of Internet Explorer, Firefox, Safari and Chrome. When a new version is announced as Released to Web (RTW), support will cease on the third-oldest major version. Please note that utilizing older browsers may result in disabled functionality or limited access to services. The supported browsers listed above are for use with the traditional online banking interface and devices (desktop/laptop), and do not apply to use with mobile devices (phones/tablets). If using a phone or tablet to access online banking outside of an app, functionality and appearance may vary from the traditional interface.

IV. Terms and Conditions

A. You agree to indemnify, hold harmless and defend Esquire Bank, National Association from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable attorney, accountant and expert witness fees) at your expense, arising from your failure to abide by these restrictions on the use of Esquire Bank, National Association Online Banking. You also agree that the following uses of Esquire Bank, National Association Online Digital Banking are strictly prohibited:

1. Unauthorized communication of any charge or credit card information belonging to any other person or entity;
2. Unauthorized communication of any information concerning any password or other online access number, code or identification or any other proprietary information belonging to any other person or entity;
3. Use of Esquire Bank, National Association Online Digital Banking in violation of any telecommunication, postal, or other federal, state or local laws or regulations or in furtherance or commission of any crime or other unlawful or improper purpose.

B. Except as provided in this Agreement, Esquire Bank, National Association and its suppliers or third-party providers make no warranties or representation of any kind with respect to Esquire Bank, National Association Online Digital Banking, whether expressed or implied, including but not limited to merchantability or fitness for a particular purpose. Neither Esquire Bank, National Association nor its suppliers or third-party providers nor anyone else who has been involved in the creation, production or delivery of Esquire Bank, National Association Online Digital Banking assumes any responsibilities with respect to your use thereof. No oral or written information or advice given by Esquire Bank, National Association or its suppliers or any of their employees shall create a warranty or in any way increase the scope of the warranty. You may not rely on any such information or advice. The foregoing constitutes Esquire Bank, National Association's sole and exclusive liability to you with respect to your use of Esquire Bank, National Association Online Digital Banking.

C. You further agree:

1. Electronic transmission of confidential business and sensitive personal information is at your risk;
2. Use of third-party products or services like financial management software or account aggregation is at your risk;
3. Esquire Bank, National Association reserves the right to monitor and review electronic transmissions online and in storage, and to remove or reject any material which Esquire Bank, National Association, at its sole discretion, believes may be unlawful or objectionable, without prior notice.

D. You agree that the use of Esquire Bank, National Association Online Digital Banking by any one owner of a joint account or by an authorized signer on an account shall be deemed authorized unless you provide Esquire Bank, National Association with written notice that use of Esquire Bank, National Association Online Banking is terminated or that the joint account owner or authorized signer has been validly removed from the account. You agree that any account that requires two or more signatures to make transfers or withdrawals is not eligible for those services in Esquire Bank, National Association Online Digital Banking.

V. Included Accounts

A. To access Esquire Bank, National Association Online Digital Banking, consumers must have at least one personal account with Esquire Bank, National Association. To access Esquire Bank, National Association Online Digital Banking, commercial customers must have at least one commercial account with Esquire Bank, National Association. The bill pay account you designate at the time you enroll with Esquire Bank, National Association Online Banking will be the checking account from which all bills will be paid and all fees, if any, will be debited. You may designate additional accounts for bill pay.

B. You will also have access to updated balance and transaction information for all Esquire Bank, National Association checking, statement savings, statement Money Market, Certificate of Deposit (CD) and loan accounts in your name and summary information for your other Esquire Bank, National Association accounts like mortgages and business loans.

VI. Banking Functions

A. You may transfer funds via Online Digital Banking among your checking, statement savings, statement Money Market and certain loan accounts. The internal transfer of funds occurs immediately. Transfers initiated after the published cutoff time will be completed the next business day. Recurring transfers scheduled on non-business days will be completed the next business day.

B. You must maintain sufficient funds in your account in order to properly transfer funds. If there are insufficient funds in your account to make a transfer, we will make three attempts to process the transfer. If sufficient funds or overdraft credit limits are not available, we will notify you that the transfer was not successful. Funds transferred as payments to loan accounts will be attempted once daily starting on the loan payment due date and continuing until the payment is satisfied.

C. Your ability to transfer funds between certain accounts is limited by applicable Federal and/or State law as stated in the Consumer Disclosures and Commercial Disclosures. You cannot perform account transfers to or from a Certificate of Deposit (CD). Before making a transfer to or from a loan, check with your account officer if your loan type supports online transactions

D. Esquire Bank, National Association Online Digital Banking will display current and available balances and transaction activity on deposit accounts like checking, statement savings, Money Market accounts and CDs. Online Digital Banking will display principal or outstanding balances, and transaction activity on Installment Loans, Home Equity Lines, Commercial Term Loans and Commercial Lines of Credit.

E. Your transaction activity will be available for up to 18 months. Transaction activity can be 1) displayed on the screen, 2) printed from the screen and/or 3) downloaded from Esquire Bank, National

Association Online Digital Banking and imported into compatible personal financial software or spreadsheet programs.

F. Interest postings to checking, savings and Money Market accounts will show as transaction activity on your statement.

Mobile Banking

Mobile Banking Services ("Services") and any related Software ("Software") provided by Esquire Bank, National Association ("Financial Institution") combined with your handheld text messaging capabilities. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply. Message & Data rates may apply. In case of questions please contact customer service at 773-467-5600 or visit info@signature.esquirebank.com.

Program

Esquire Bank, National Association offers customers online and mobile access to-account information (e.g., for account balances and last transactions) over SMS. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number and e-mail address. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Message & Data rates may apply. Customers may opt out of this program at any time.

1. Terms and Conditions. By participating in Mobile Banking, you agree to the terms and conditions presented here. Our participating carriers include, but are not limited to, AT&T®, T-Mobile®, U.S. Cellular®, or Verizon Wireless®, Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Esquire Bank, National Association or any service provider.

3. Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Esquire Bank, National Association and its affiliates and service providers, including Jack Henry™ and Q2 Holdings, Inc., and/or their affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Esquire Bank, National Association and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Esquire Bank, National Association and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

4. Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized, or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet,

data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

5. Additional Considerations. Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Mobile Banking and any related software is for informational purposes only. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking. Additionally, not all of the products, services or functionality described on the online banking site(s) or your online banking agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service or functionality at any time.

Information available via Mobile Banking, including balance, transfer and payment information may differ from the information that is available directly through the Online Banking site without the use of a mobile device. Information available directly through online banking without the use of a mobile device may not be available via Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our online banking site(s)), or may be more current than the information available via Mobile Banking, including but not limited to account balance information. The method of entering instructions via Mobile Banking may also differ from the method of entering instructions directly through the Online Banking without the use of a mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the Mobile Banking.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. Any losses or charges incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your responsibility.

MOBILE DEPOSIT AGREEMENT ADDENDUM TO MOBILE BANKING APP TERMS AND CONDITIONS

This Agreement contains the terms and conditions for the use of the Esquire Bank, National Association mobile deposit services (the “Services”) that Esquire Bank, National Association, (“Esquire Bank, National Association”, the “Bank”, “our,” “us,” or “we”) may provide to you (“you,” or “your”). This Agreement supplements the terms of other agreements you have entered into with the Bank, including the Account Agreement/s or Treasury Management Services Agreement and their related fee schedules and disclosures that govern the terms, conditions and fees of your deposit account(s) with us, each as may be amended from time to time. In the event of a conflict between the terms of this Agreement and your Account Agreement the terms of this Agreement shall control as it regards the provision of the Services.

1. Services. The Services are designed to allow you to make deposits to a checking account, savings account, or money market account you designate during the enrollment process (each such account hereinafter referred to as a “Deposit Authorized Account”) from home or other remote locations by taking a picture (scan) of the check by an authorized mobile device and delivering the images and associated deposit information to the Bank. By using the Services, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. The Bank reserves the right to change the Services at any time and in any manner in its sole discretion. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

2. Fees. For current fees, please refer to the Fees Schedule or Treasury Management Services Agreement. For personal accounts, we may, upon at least 30 days prior notice to you, to the extent required by Applicable Law, charge and/or change a fee for use of the Service. Business account, fees, charges and /or changes for the use of the service are subject to change without notice to the extent covered by Applicable Law. If you continue to use the Service after the fee becomes effective, you agree to pay the Service fee. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time.

3. Limitation of Services. When using the Services, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. 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.

4. Eligible Checks. 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 the Bank shall be deemed an “item” within the meaning of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any: a) Checks payable to any person other than you. b) Checks made payable to a business may only be deposited into the business account within the named payee. c) Travelers checks. d) Checks containing 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. e) Checks previously converted to a substitute check, as defined in Reg CC. f) Checks drawn on a financial institution located outside the United States. g) Checks that are remotely created checks, as defined in Reg CC. h) Checks not payable in United States currency. i) Checks dated more than 6 months prior to the date of deposit. j) Checks prohibited by the Bank’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your Account Agreement. k) Checks where the numerical and written

amount are different. l) Checks that have been previously returned unpaid by the financial institution on which they are drawn. m) Checks that are payable to cash. n) Checks with endorsement restrictions except as set forth in the Endorsements and Procedures Section in this Agreement. o) Checks or items that are drawn or otherwise issued by the U.S. Treasury Department. p) Checks beyond any stated use date.

5. Image Quality. The image of a check transmitted to the Bank using the Services must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image: a) The amount of the check; b) The payee; c) The drawer's signature; d) The date of the check, e) The check number; f) Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. The Bank is not required to process any check image (check image: electronically submitted picture of front and back of check) that is prohibited from being presented, that does not contain the information required, that is not legible or that is prohibited under this Agreement, your Account Agreement or Applicable Law. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item or from any inaccurate information you supply regarding the check or item.

6. Endorsements and Procedures. You agree to restrictively endorse any check transmitted through the Services as "For Esquire Bank, National Association Mobile Deposit Only" along with your signature/s or as otherwise instructed by the Bank. When depositing a check made payable to a business, you agree to restrictively endorse any check transmitted through the Services as "For Esquire Bank, National Association Mobile Deposit Only" along with said business name. This check may only be deposited into the business account the check is made payable to. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Improper endorsement may result in rejected deposit.

7. Receipt of Check Images for Deposit. We reserve the right to reject any check image transmitted through the Services, at our discretion, without liability to you. We are not responsible for check images we do not receive or for images that are dropped or become corrupted or illegible during transmission. All check images processed for deposit through this Service are subject to our verification and final inspection by us. Deposits received by 5:00 pm Central Time (Cut-off time) on a Business Day* will be reviewed for acceptance on that Business Day. If you transmit your check image to us after the Cut-Off Time on any Business Day, we may review and process your check image on the next Business Day. We will use commercially reasonable efforts to review and process your check image. Receipt of confirmation does not mean that the transmission was error-free or complete, or that your Deposit Authorized Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn. Deposit Limits. There is currently no limit on the number of Deposit Transactions (Deposit Transactions: electronically submitted deposits via mobile deposit to your Deposit Authorized Account) you may initiate. However, we reserve the right to impose limits on the amount(s) and/or number of Deposit Transactions that you make using the Service and to modify such limits from time to time.

8. Availability of Funds. You agree that Electronic Images submitted via Esquire Bank, National Association's Mobile Deposit Services are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 5:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in three business days from the day of deposit. Esquire Bank, National Association may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Esquire Bank, National Association, in its sole discretion, deems relevant. Extended holds may be placed on new accounts and subject to change.

9. Retention of Original Check. When the check image you have submitted to us for deposit has been credited to your Deposit Authorized Account, you must retain the physical check securely for a period of 30 days or until you have reconciled the monthly statement. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request at any time. If you fail to produce the original check within 10 days of our request during the 30-day period, you authorize us to deduct the amount in question for your Deposit Account, regardless of whether such deduction may result in a negative balance on your account and to pay any such associated fees. At the expiration of the 30-day period, you must securely destroy the original paper check by cross shredding or another commercially reasonable means of destruction.

10. Presentment. The manner in which the checks and other transactions are cleared, presented for payment, and collected shall be in the Bank's sole discretion, subject to the terms of your Account Agreement.

11. Hardware and Software. Services currently work with a variety of mobile devices and tablets. <https://signature.esquirebank.com/it-specifications/> for current hardware specifications. The 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. You understand and agree that you are solely responsible for any Internet, cellular, data download and other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of an application to use the Services.

12. DISCLAIMER OF WARRANTIES. YOU AGREE 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 (a) WILL MEET YOUR REQUIREMENTS, (b) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT (d) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

13. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, 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 THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

14. Your Warranties to Esquire Bank, National Association. You represent and warrant to Esquire Bank, National Association that: a) You are the owner or authorized signer of the Deposit Authorized Account(s) that you registered with the Services; b) You will not transmit any checks that are deemed ineligible under the terms of this Agreement; c) The check images you transmit using the Services will meet the image quality standards outlined in this Agreement and/or on the Services website; d) You will not transmit duplicate checks; e) You will not deposit or re-present the original check; f) All information you provide to the Bank in connection with the Services is accurate, true and complete; and You will comply with this Agreement and Applicable Law. FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT ESQUIRE BANK, NATIONAL ASSOCIATION PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY ESQUIRE BANK, NATIONAL ASSOCIATION IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

15. Indemnification. You will indemnify, hold harmless and/or reimburse the Bank for any and all losses, costs, suits, damages, claims, liabilities and expenses, including reasonable attorneys' fees and expenses (collectively, the "Losses") the Bank may incur: a) Associated with any breach of any representation, warranty, covenant, agreement or obligation under this Agreement; b) On the account of any check not meeting substitute check standards under Applicable Law; c) Due to your duplicate presentment of any eligible check; d) The Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed to be you or an authorized signer on your Deposit Authorized Account; e) Due to your failure to report required changes regarding your Deposit Authorized Account or your transmission of incorrect data to the Bank, and/or f) Your breach of Applicable Law.

Your indemnification obligations under this section will survive your cancellation of the Services or termination of this Agreement.

16. Business Day is every day except Saturdays, Sundays, and federal holidays.

17. Fingerprint Login. Certain devices are eligible for enrollment in Touch ID®, Face ID® or fingerprint login. If eligible, you will have the option to enroll by following the prompts within the Mobile Banking app. If you store multiple fingerprints on your device including those of additional persons, those persons will also be able to access your Mobile Banking app via fingerprint, when Touch ID or fingerprint is enabled. Data connection required. Wireless carrier fees may apply.

18. Unauthorized Transactions for Consumer Accounts

Consumer Liability for Unauthorized Transactions

If you have a Personal deposit Account the procedures for handling Unauthorized Transactions, and your liability for such transactions, are set forth in your Account Agreement.

Please call our Contact Number 773-467-5600 AT ONCE if you believe your Security Credentials have been lost or stolen. Telephoning is the best way to minimize your losses.

Resolving Errors or Problems

- a. If you think your deposit Account statement is wrong or if you need more information about a transaction listed on the statement, contact our customer service at info@signature.esquirebank.com or 773-467-5600 immediately.
- b. If you think there is an error on your loan Account statement, please refer to your Account Agreement for the procedures to notify us.
- c. Please note that if you do not notify us in writing and in accordance with the procedures set forth in your Account Agreement, we may not be required to investigate any potential errors or provide provisional credit to your Account.

19. Unauthorized Transactions for Business Accounts

Acknowledgment of Commercially Reasonable Security Procedures

When you use the Services for Business Accounts, you agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You consent to all actions that we take when we receive any instruction that uses your Security Credentials.

Unauthorized Transactions — Limitation of Liability for Business Accounts

WE WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTION WHERE YOUR SECURITY CREDENTIALS ARE USED IN THE TRANSACTION AND THE TRANSACTION OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR SECURITY CREDENTIALS. We are entitled to rely on the genuineness and authenticity of all instructions that we receive when accompanied by required Security Credentials, and to act on such instructions.

If we fail or delay in making a transaction, pursuant to your instructions, or if we make a transaction in an erroneous amount which is less than the amount in your instructions, unless otherwise required by law, our liability is limited to interest on the amount which we failed to timely make, calculated from the date on which the transaction was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the transaction, but in no event will we be liable to both parties, and our interest payment to either party will fully discharge any obligation to the other.

If we make a transaction in an amount that exceeds the amount in your instructions, or if we permit an Unauthorized Transaction after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest from the date of the Unauthorized Transaction to the date of the refund, but in no event to exceed thirty (30) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, interest will be

calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Resolving Errors and Concerns

If you have any questions about the Services or your Business Accounts, contact our customer service at info@signature.esquirebank.com or 773-467-5600. If you have questions about electronic transaction or payments or if you think that your statement is wrong or you need more information about a transaction listed on the statement, contact us immediately by telephone, electronically or in writing as specified above. **We must hear from you no later than thirty (30) days after we provided or otherwise made available to you the first statement on which the problem or error appeared.** Failure to timely notify us will preclude you from being able to assert a claim. Any errors reported will be investigated by us and we will advise you of the results of our investigation.

Bill Payment Function

You may use the Esquire Bank, National Association Online Banking bill payment service to make payments from your bill pay account(s). The following terms and conditions apply to your use of bill payment services via personal computer or any other device as may be offered by Esquire Bank, National Association. Esquire Bank, National Association reserves the right to modify these terms and conditions at any time, effective upon publication. Your use of bill payment services constitutes agreement to these terms and conditions and any modifications thereof.

To pay bills, you authorize Esquire Bank, National Association to remit a payment from your bill pay account on your behalf to a particular payee. Those payment requests are called bill payments. You must provide complete and accurate information including the payee name, address, account information and payment account. You should allow five business days for a check payment to reach your payee and three business days for an electronic payment.

Bill payments are processed twice each business day. Same-day processing of a payment requires that you submit the request by 2:00 p.m., Central Standard Time. Payments submitted after the cutoff will be processed overnight and dated the next business day.

You must maintain sufficient funds in your bill pay account in order to properly effect bill payments. Check payments are prepared from your bill pay account and will be presented for payment to your bill pay account when received by Esquire Bank, National Association. If there are insufficient funds or overdraft credit limits at the time the payment is presented to your account, the item may be returned to the payee and a fee may be assessed to your account. If there are insufficient funds in your bill pay account to make an electronic payment, we will continue to attempt to process the payment until sufficient funds or overdraft credit limits are available.

Esquire Bank, National Association will remit payments either by transferring funds electronically to the payee, by virtual credit card or by mailing the payee a check. Payments can only be made to payees within the United States. All payments will be made in U.S. funds.

Bill payment requests are either individual, non-recurring transactions or automatic, recurring bill payments conducted on your behalf and at your direction.

Consumer account holders must notify Esquire Bank, National Association within 60 calendar days after you receive your first bank statement on which you believe a problem or error occurred.

You can modify or delete bill payments, but modifications or deletions must be made before the payment is processed. Bill payments are processed twice each business day. In order to effect a “same-day” modification, the revised payment must be submitted by 2:00 p.m., Central Standard Time, on the day the payment is scheduled for processing. Esquire Bank, National Association will use its best efforts to make all changes to “same-day” modifications. No modifications or deletions can be made after the payment has been processed.

You may request stop payment of a check payment and the stop payment will be accepted unless your account is overdrawn or the check has cleared our system. Stop payment requests are processed during normal business hours. Requests received after hours will be processed the next business day. You cannot request stop payment of an electronic payment. Additional fees may apply.

Bill payments can be authorized from Esquire Bank, National Association checking accounts only. Bill payments will not be processed from other types of deposit or loan accounts.

External Transfer (Transfer Funds Between Your Esquire Bank, National Association Accounts and External Accounts)

a. Description of Service

You can transfer funds between an Eligible Retail/Consumer Transaction Account and an External Account using the External Transfer Service. External Transfers can be made on a one-time or recurring basis in a predetermined amount. One-time External Transfers may be scheduled immediately or at a future date.

b. Eligibility

You must have at least one (1) Eligible Transaction Account at Esquire Bank, National Association and at least one (1) eligible External Account at another U.S. financial institution to make an External Transfer.

c. Registering an External Account

To use the External Transfer Service, you must first register your External Account with this Service.

When you register an External Account, you represent that: (i) you are the sole owner or a joint owner of the External Account and/or that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account; and (ii) the External Account is located in the United States. If you are a joint owner of the External Account, you further represent that: (a) you have been authorized by all of the other joint Owners to operate such External Account without their consent; and (b) we may act on your instructions regarding the External Account without liability to such other joint owners.

d. Making an External Transfer

You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Mobile App or Website. You agree to have sufficient funds available in the

External Account or Eligible Transaction Account from which the External Transfer will be made on the date each External Transfer is scheduled to occur. The amount of an External Transfer is limited to your Available Balance in the Eligible Transaction Account from which the External Transfer will be made plus the available credit of any applicable overdraft line of credit and any overdraft that we elect to pay in our sole discretion. We are not obligated to make any External Transfer unless there are sufficient funds in your Eligible Transaction Account on the transfer date. External Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

e. Authorization

To make an External Transfer, you must give us a Transfer Instruction. Depending on how you set up your Transfer Instruction, your Transfer Instruction either authorizes us to (i) debit your Eligible Transaction Account and send funds on your behalf to the External Account designated by you; or, as applicable, to (ii) credit your Eligible Transaction Account when we receive funds from the External Account designated by you. In either case, you authorize us to debit your Eligible Transaction Account for service fees and additional charges as described below in Section III.D.1.i. You also authorize us to reverse: (i) a debit from the Eligible Transaction Account if the debit is returned from the External Account for any reason; or (ii) a credit to the Eligible Transaction Account if the remittance from the External Account is not honored by us for any reason.

f. Processing Time

When you make an External Transfer from an Eligible Transaction Account, the options to send the funds that are available to you will display in Digital Banking. Each option will include the estimated time of processing of the funds from your Account. One or more options may be available to you. When you receive funds from an External Account to an Eligible Transaction Account, we will tell you the estimated time for the completion of the processing of your transaction. Funds will not be available to you in your Eligible Transaction Account until we actually receive the funds from your External Account. The estimated time provided through Digital Banking is an estimate only and the actual processing time may be faster or slower.

g. Transaction Limits on External Transfers

There are individual transaction limits and daily transaction limits for External Transfers. These limits are subject to change from time to time without prior notice to you, unless required by applicable law.

h. Changes and Cancellation Requests

You may cancel or modify an External Transfer scheduled for a future date (including a recurring External Transfer). Once we have started processing an External Transfer, it cannot be cancelled or modified.

i. Service Fees and Additional Charges

The Bank currently does not charge a fee to use the External Transfer Service. You must check with the financial institution where you have your External Account to determine what fees and charges they may charge you.

j. Liability

You are responsible for ensuring the accuracy of any information that you enter into the External Transfer Service and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover an External Transfer made to the wrong External Account, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

We are not liable if we are unable to complete any External Transfers request that you initiate if: (i) through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the External Transfer on the scheduled transfer date; (ii) we notified you or you otherwise knew that the External Transfer Service was not working properly before you initiated the External Transfer; (iii) we refused the External Transfer as described in Section III.D.1.k (Refused Transfers) below; (iv) you have not provided us with correct information, such as the correct Eligible Transaction Account or External Account information; and/or (v) Circumstances Beyond Our Control prevent the proper execution of the External Transfer.

k. Refused Transfers

We reserve the right to refuse any External Transfer at our discretion. To the extent required by law, we will notify you promptly if we decide to refuse an External Transfer. This notification is not required if you attempt to make an External Transfer that is not allowed under this Agreement.

l. Returned or Failed Transfers

You understand and agree that External Transfers may be returned or fail for various reasons such as the External Account number not being valid. We may attempt to research the cause of a returned External Transfer and resend the External Transfer to the intended Account or External Account or void the External Transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Eligible Transaction Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

Domestic Wire Transfers

You may initiate a wire transfer from an eligible Consumer or Business Account to a Recipient located in the United States by providing us with the Recipient's name, address, U.S. bank account and routing number. You acknowledge that any bank involved in a wire transfer (including us) may rely exclusively on the Recipient information you provide. This section only applies to wire transfers initiated through our Digital Services.

A wire scheduled for a future date may be canceled or edited any time before the scheduled payment date. **A wire transfer is irrevocable once payment has been transmitted to the Recipient's bank.** At your request, we may ask the Recipient's bank to return funds previously transferred, but you acknowledge the Recipient's bank is under no obligation to comply with this request. **A wire transfer initiated for same-day processing cannot be canceled or edited.**

Security procedures

You acknowledge that the process for accessing digital wire transfer services, including providing your Log-in Credentials, one-time passcode, and any other authorization confirmation procedures that may be required, are a commercially reasonable method of securing against unauthorized digital wire transfers. You agree to be bound by these procedures, and to give us reasonable, timely notice of any possible unauthorized use of your Log-in Credentials.

We may process any wire transfer (as well as any permissible amendment or wire transfer cancellation request) that we believe you authorized if we act in compliance with our security procedures. Any such payment order will be deemed effective as if you made it, and you will be obligated to pay the amount of that order, even though you did not authorize or transmit the order.

Fees

Wire transfers incur a fee established by Esquire Bank, National Association. See your Fee Schedule for pricing information. The fee will also be displayed when you initiate a wire transfer. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process.

Scope of Service

Parameters for sending domestic digital wire transfers include, but are not limited to, the following:

Transfer: Wire transfers are non-repetitive payment orders, meaning an initiated wire transfer is only valid for a single transfer. A wire transfer may be initiated for same-day processing, or it may be scheduled in advance for any Business Day within the 15 calendar days before the wire is sent. The cutoff time is displayed before the payment is initiated. Payments initiated for same-day processing after the cutoff time are processed the following day.

Wire transfers are subject to amount and frequency limits, at our discretion. Limits will also be displayed when you initiate a wire transfer.

Geography: Transfers are limited to domestic (U.S.) Recipients only.

Currency: Digital wire transfers can be made in U.S. currency only.

Wire Method: Wires may be sent by the Fedwire or other payment system. Payment orders sent by Fedwire are subject to the Federal Reserve's Regulation J. Payment orders sent via other payment systems will be subject to the rules of those systems. We may route payment at our own discretion for each outgoing wire transfer.

Limits on liability

Your protections, and our liability, for unauthorized wire transfers are more limited than those for some other Digital Services described in this Agreement.

Your, and our, rights and obligations regarding wire transfers are governed by (a) your account agreement; (b) this Agreement and any other separate written agreement you may have with us related to wire transfers; and (c) to the extent not otherwise specified in any other agreement, Article 4A of the Uniform Commercial Code as enacted in the state in which you have an account with us. All transactions are also subject to possible limitations under federal law and regulation, including possible U.S. Treasury's Office of Foreign Assets Control restrictions.

Specific limits on our liability include, but are not limited to, the following:

We have no duty to detect any mistake in the Recipient information you provide and are not liable for any resulting transfer errors or loss of funds.

You expressly agree that we are liable only for our negligent performance or non-performance of a wire transfer, and our responsibility is limited to exercising reasonable and ordinary care in processing your transaction. We also are not liable for any error, delay, or any other commission or omission by any third party we use in facilitating a wire transfer.

If we make an error in the transfer amount resulting in sending an amount different from the amount you requested – either transferring more or less than you requested, our liability is limited to correcting the error. If we transfer more than the amount requested, we will refund the amount erroneously paid, with any limited interest required.

Unless otherwise required by law, we will not be liable for special, indirect, or consequential damages of any kind. We also are not liable for attorney's fees, except where required by law.

Loan Transfers

Eligible Loan Transfer Accounts. Accounts eligible for loan transfers ("Loan Transfers") will be determined in our discretion. You agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized pursuant to this Agreement. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements.

One-Time Advance/Payment. You can use the Loan Transfer feature to make recurring and non-recurring "on-us" loan Account advances ("Loan Advance(s)") and payments ("Loan Payment(s)"). The Loan Transfer will be processed on the Loan Transfer processing date ("Loan Payment Processing Date"); provided that the Loan Payment Processing Date selected by you is a business day and you submit your one time Loan Transfer instruction prior to the Loan Transfer cutoff hour for that date. If you select a Loan Payment Processing Date that is not a business day or submit your Loan Transfer instruction after the Loan Transfer cutoff hour for that date, then the Loan Payment Processing Date may be the next business day. Loan Advances will only occur to the extent there are sufficient available funds on the eligible loan Account, as determined by the terms and conditions of the applicable loan documents and agreements, including, but not limited to, the promissory note, governing the loan Account.

Loan Payments. You may designate the Loan Payment as a regular installment or an interest/principal only payment. If funds transferred will be applied as a reduction in principal only, funds will be applied as unscheduled reductions of principal and as such will not satisfy the installment obligations under the payment schedule for the loan Account or pay accrued interest. If funds transferred will be applied as a regular installment payment, you are responsible for ensuring that you initiate a Loan Payment instruction in time for the payment to be received by us before its due date. We are not responsible for any damages, costs or fees you may suffer if you do not allow sufficient time between the Processing Date and the due date.

Loan Transfer Changes and Cancellation. You may change or cancel a Loan Transfer instruction via the Service as long as you submit the change or cancellation request prior to the loan transfer cutoff time for that date and you follow the Loan Transfer instructions provided by the Loan Transfer feature for changes and cancellations.

Provisional Credit. You agree that any credit by us to you for any Loan Transfer is provisional until we have received final settlement for such Loan Transfer. We may delay availability of provisional credit at our discretion. If final settlement is not received, we are entitled to and you agree to pay a refund of the amount credited; we may charge your account for the amount due.

Zelle Network® Standard Terms Addendum to Esquire Bank, National Association Mobile Banking Enrollment Terms and Conditions ("Esquire Bank, National Association Zelle Addendum")

1. Description of Services

- a. We have partnered with the Zelle Network® ("Zelle®") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with Zelle® as "Network Banks."
- b. 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.

2. Eligibility and User Profile

When you enroll to use the Service you agree to the terms and conditions of this *Agreement*. You represent that you have the authority to authorize debits and credits to the enrolled bank account(s). 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 authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

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. We further reserve the right to suspend

or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

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

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle® tag." You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a

Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

This *Agreement* constitutes the final and complete agreement and supersedes all other oral or written agreements, understandings and representations with respect to the subject matter hereof. Bank may amend (add, delete or change) the terms of the *Agreement*, including applicable fees. Bank may make such amendments, additions, changes or deletions, at any time and at Bank's sole discretion. Bank will notify Client of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Client's continued use of Zelle® will evidence Client's consent to any amendments, including additions, changes or deletions.

We reserve the right to suspend or terminate your use of the Service if we believe, in our sole discretion, that you are using the Service for other purposes, or if we believe you are using the Service in a manner that exposes Esquire Bank, National Association or Zelle® to liability, reputational harm or brand damage, including but not limited to using the Service to request, send or receive money related to any of the following:

Illegal or brand damaging activities include, but are not limited to:

- Any activity that is illegal under federal or applicable state law (e.g., drugs, gambling, counterfeit goods);
- Firearms, ammunition and other weapons;
- Sexual activities or materials;
- Pornography;
- Materials that promote intolerance, violence or hate;
- Ponzi schemes;
- Traveler's checks, money orders, equities, annuities, or currencies;
- Digital currencies such as bitcoins;
- Terrorist funding;
- Money laundering
- Use of the Zelle® Payments Service in a manner for which it was not intended, or in a way that another customer finds harassing or inappropriate (e.g., use of memo fields to communicate with another customer with no intention of processing a Payment).
- Fraud, for example:
 - Unauthorized Payments that occur in instances of account takeover, lost/stolen debit cards or account information, etc.;
- Scams – Recipient convinces a Sender to send money with Zelle® by
 - (i). pretending to be or to represent another person or entity; or
 - (ii). offering to provide a good, service, or additional funds while intending to provide nothing in return.

- We may determine other eligibility criteria in our sole discretion.

3. Consent to Share Personal Information (Including Account Information)

In addition to the Section above entitled "Information Authorization", you hereby consent to our disclosure of your personal information (including bank account information) to Zelle, other Network Financial Institutions and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a) as necessary to resolve a problem related to a transfer or payment between you and another User;
- b) to verify the existence of your bank account, or debit card, as applicable;
- c) to comply with government agency or court orders;
- d) to our affiliates, as permitted by law;
- e) to verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f) to comply with inquiries in connection with fraud prevention or any investigation;
- g) for our general business purposes, including without limitation data analysis and audits; or
- h) as otherwise permitted by the terms of our Privacy Policy

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our *Privacy Notice* at <https://signature.esquirebank.com/privacy-policy-terms/> which is incorporated into and made a part of this *Agreement* by this reference.

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.

6. Enrolling for the Service

- a. 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 that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
 - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. 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.

- d. 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®.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, 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, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this *[Agreement]*. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle® may 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:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. 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.
- e. To cancel text messaging from us, send STOP to 89549. For help or information regarding text messaging, send HELP to 89549 or contact our customer service at info@signature.esquirebank.com or 773-467-5600. You expressly consent to receipt of a text message to confirm your “STOP” request.
- f. Supported Carriers: All Major Carriers

8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag 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 the bank account you have enrolled.

Most transfers 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 may need 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 to 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 this *Agreement* and the procedures of the business or government agency that is sending you the payment.

9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this *Agreement*, and (ii) your

express authorization at the time of the transaction for us to initiate a debit entry to your bank 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 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.

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.

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.

10. Liability

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any

failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos 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 WITH OR RECIPIENTS YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH 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).

11. Send Limits

Transfers to established recipients from a Esquire Bank, National Association Funding Account may be made up to a weekly dollar limit of \$5,000.00, a daily dollar limit of \$3,000.00 and a transaction limit of \$2,500.00. Higher limits may apply in certain transactions. **Please note:** the amount of money you can send a new recipient may be initially lower; however, we may adjust the transfer limit when you send subsequent payments to the same recipient.

Zelle® send limits are set at the customer profile and apply to all accounts visible in the “From” dropdown when initiating a Zelle® payment.

12. 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 nor Zelle® accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this *Agreement*, 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 indemnify, defend and hold harmless 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 attorney’s fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other 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.

13. Transaction Errors

In Case of Errors or Questions About Your Electronic Transfers, call (773) 467-5600 or write us at: Esquire Bank, National Association, 7292 W. Devon Ave., Chicago, IL 60631 immediately, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

14. Your Liability for Unauthorized Transfers

Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

- a) If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
- b) If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of: \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
- c) You must report an unauthorized EFT which appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
- d) If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is

in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

- e) If you permit other persons to use the Service or your Password, you are responsible for any transactions they authorize from your accounts. If you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us AT ONCE.
- f) You may notify the Bank by telephone, writing, or in person. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
- g) Telephone Numbers and Addresses. In case of errors or questions regarding a transfer, call (773) 467-5600 or write us at: Esquire Bank, National Association, 7292 W. Devon Ave., Chicago, IL 60631. We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:
 - 1. Your name and account number
 - 2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
 - 3. The dollar amount of the suspected error and date on which it occurred.
- h) Except as otherwise provided in this *Agreement*, neither we nor Zelle® shall have liability to you for any transfers of money under the Service, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

NOTE: The service is intended for sending money to family, friends and others whom you trust. You should not use Zelle® to send money to recipients with whom you are not familiar with or you do not trust. Neither we nor Zelle® offer a protection program for authorized payments made through 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 otherwise not what you expected).

15. Liability for Failure to Complete Transfers

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate and is not

binding on us. You understand and agree that we have no control over the actions of others, or of other financial institutions, that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- a) the recipient does not enroll with the Transfer Service; or,
- b) the recipient does not enroll with the Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a recipient cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the Transfer Transaction is not completed, we will notify you to contact your intended recipient.

If you do not have enough money in your Funding Account to make a Transfer Transaction, we may reject your request to initiate the Transfer Transaction.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any recipient or from a recipient's Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that recipient or customers of that institution.

16. Fees

We do not charge a fee for using the Transfer Service. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. Account fees (e.g., monthly service, overdraft) may also apply to your account(s) that you use for the Transfer Service. In addition, fees may apply if you use the Transfer Service through another financial institution or through Zelle®'s separate transfer service website or mobile app. We reserve the right to assess fees in connection with the Transfer Service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the Funding Account used for the Transfer Transaction.

17. Use of Our On-line Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Digital Banking Agreement.

18. Cancellation of the Service

You may cancel the Service by calling (773) 467-5600 or online. By canceling the Service, any Pending, Repeating and Future Dated transfers, will also be terminated, however any transfer that is In Process cannot be cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of service fees, if any. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

19. Right to Terminate Access

We may terminate or suspend this *Agreement*, or terminate, suspend or limit your access privileges to or use of the Service in whole or part, at any time for any reason without prior notice, including for reasons involving your use of the Service which we may deem to be illegal or potentially brand damaging, and when you no longer have an eligible Esquire Bank, National Association Account. The

obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this *Agreement* for all purposes. If your Esquire Bank, National Association Account is not in good standing, that account will not be eligible to be used in Zelle® transactions. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in Zelle® network or with a particular financial institution at any time.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE® MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE® EXPRESSLY DISCLAIMS 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. ZELLE® DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL 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 (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE®’S SERVICE OR WITH THE TERMS OF THIS [AGREEMENT], 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 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).

22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this *Agreement*, you agree to indemnify, defend and hold harmless 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 your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this *Agreement*.

23. Governing Law; Choice of Law; Severability

This *Agreement* and its enforcement shall be governed by the laws of the State of Illinois, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via

the Service shall be governed by laws of the applicable account agreements. We will not be deemed to have waived any of our rights or remedies under this *Agreement* unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. If any provision of this *Agreement* conflicts with the law under which this *Agreement* is to be construed or if any provision of this *Agreement* is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this *Agreement* and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

24. Miscellaneous

Subject to the terms of this *Agreement*, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®'s control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.