

## MOBILE REMOTE DEPOSIT SERVICES ADDENDUM

Mobile Remote Deposit is designed to allow you to make deposits of checks ("Original Checks") to your Accounts with BankFinancial, NA ("Bank") from home or other remote locations by scanning the Original Checks and delivering the digital images and associated deposit information ("images") to us or our processor ("Processor") with your Mobile Device. The terms "Bank" and "Processor" may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto.

You may enroll for Mobile Deposit by logging in to Mobile Banking and completing the Enrollment procedures. As a subscriber to Mobile Remote Deposit (the "Service"), you agree to be legally bound by this Addendum ("Addendum"), which becomes a part of our Online Banking Agreement and supplements our Customer Agreement and Disclosure Statement.

This Addendum and other separate documents relating to your BankFinancial, NA Account, including, but not limited to, the Customer Agreement and Disclosure Statement, the Online Banking Agreement, our Funds Availability Policy, the Privacy Principles that our Board of Directors has adopted, our Truth in Savings Disclosure, our Electronic Funds Transfer Disclosure, our Customer Fee Schedule and your Signature Card(s) are collectively referred to in this Addendum as the "Account Documentation" between BankFinancial, NA ("Bank") and you ("Customer," "you," "your," "yours"). The terms of the Account Documentation are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby.

You acknowledge and agree that Mobile Remote Deposits that you make using this Service is not an "Electronic Fund Transfer" as that term is defined in Federal Reserve Board Regulation E.

By clicking the "I Agree" button at the conclusion of this Addendum or by using or continuing to use the Service, you agree to this Addendum. In the event of a conflict between this Addendum and the Account Documentation, this Addendum will govern with respect to the Service and your use of the Service.

1. **Limits.** Mobile Deposits are limited in amount to \$2,500.00 per day, with a rolling 30-day limit of \$5,000.00.
2. **Eligible Items.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check that is transmitted to Bank (each such check and other item is referred to in this Addendum as a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Service to deposit any Checks or other items that: (a) are payable to any person or entity other than yourself, (b)

are drawn, or otherwise issued, by you on any of your Accounts maintained at another financial institution, (c) are prohibited by Bank's then current procedures pertaining to the Service or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the Account on which the Checks are drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (g) are not acceptable to Bank for deposit into a deposit Account as provided in the Customer Agreement and Disclosure Statement (Checks described in clauses (a) through (g) are referred to in this Addendum individually as a "Prohibited Check" and, collectively, as "Prohibited Checks").

If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute Check for deposit into an Account instead of an Original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

3. Requirements. You understand you must, and hereby agree to, at your sole cost and expense, use a mobile device that meets all technical requirements for the proper delivery of the Service and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of the Service, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Bank hereby advises you, and you hereby agree to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

Each image must provide all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your Account number and "FOR MOBILE DEPOSIT." Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

4. Security Interest. You grant Bank a security interest in all of your Accounts or other deposits (whether general or special) at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Addendum. This security interest will survive termination of this Addendum.

5. Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under the Customer Agreement and Disclosure Statement, the Online Banking Agreement and the other Account Documentation. When we receive an image, we will attempt to confirm receipt via email to you to an email address that you designate to us. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us.

We shall have no liability to you for the rejection of a Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your Account. We will notify you of rejected images.

6. Original Checks. After you receive confirmation that we have received an image, you must securely store the Original Check for 10 days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within 2 business days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your Account. Promptly after such period expires, you must destroy the Original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the image will be the sole evidence of the Original Check.

You agree that you will never deposit the Original Check or present the Original Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.

7. Returned Deposits. Any credit to your Account for checks deposited using Mobile Deposit is Provisional. As used herein, "Provisional" means that the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Customer Agreement and Disclosure Statement. If Original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an image of the Original Check, a paper reproduction of the Original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you.

We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

8. Your Warranties. You make the following warranties and representations with respect to each image:

Each image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.

The amount, payee(s), signature(s), and endorsement(s) on the image and on the Original Check are legible, genuine, and accurate.

You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.

There are no other duplicate images of the Original Check.

The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check.

You are authorized to enforce and obtain payment of the Original Check.

You have possession of the Original Check and no party will submit the Original Check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**9. Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by Bank for processing of transactions.

You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting Checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Addendum and the Rules, the Rules will control.

**10. Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs or by mailing the Original Check to: BankFinancial, NA, 6415 W. 95th St., Chicago Ridge, IL. 60415. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the Service.

**11. Funds Availability.** The Cut-Off Time applicable to Mobile Deposits is Monday through Friday at 4:00 p.m. Chicago, Illinois Time. Mobile Deposits confirmed as received before 4:00 p.m. Chicago, Illinois Time on Monday through Friday will be considered deposited on that day. Mobile Deposits confirmed as received after 4:00 p.m. Chicago, Illinois Time and deposits confirmed received on a Saturday, Sunday or holiday at any time will be considered deposited on the next Business Day as defined in the Customer Agreement and Disclosure Statement. Funds from mobile deposits will be available to you within two Business Days from the date we provide you provisional credit for the Mobile Deposit.

**12. Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized

deposits. You will notify us immediately by telephone at 800-894-6900 if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Addendum.

**13. Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. ("Intuit") and Vertifi Software, LLC ("Vertifi"), retain all rights, title and interests in and to the Services, software and development made available to you.

**14. Your Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Addendum. You understand and agree that this paragraph shall survive the termination of this Addendum.

You understand and agree that you are required to and will indemnify our technology partners, including but not limited to Intuit (as defined above) and Vertifi (as defined above), and hold harmless Intuit, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to the Bank's or End User's use of the Services, Vertifi or Intuit Applications, unless such claim directly results from an action or omission made by Intuit or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Addendum.

**15. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE, 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 ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

16. **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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW. ANY PROVISION IN THIS ADDENDUM, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND BANK'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS.

17. **Amendments.** Bank may amend the terms of this Addendum at any time, in its sole discretion, by giving notice to you or as provided in the Customer Agreement and Disclosure Statement. If required by this Addendum or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing, by Bank.

18. **MISCELLANEOUS PROVISIONS.**

**HEADINGS.** The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

**SEVERABILITY.** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

**WAIVER.** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

**BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

**TRANSFERS AND ASSIGNMENTS.** You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.