

Mobile Services Agreement

Thank you for using Amalgamated Bank of Chicago (ABOC) Mobile Banking combined with your handheld's text messaging capabilities. Message and Data rates may apply. For help, text "HELP" to 72080. To cancel, text "STOP" to 72080 at anytime. In case of questions please contact customer service at 312-822-3015 between 8:30 am and 4:00 pm CT or visit www.aboc.com.

Terms and Conditions

Program: ABOC offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS (Short Message Service)("text message"), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving a text message with a verification code, which the user will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Text Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 312-822-3015 between 8:30 am and 4:00 pm CT, or send a text message with the word "HELP" to: 72080. We can answer any questions you have about the program.

To stop the program: To stop the text messages from coming to your phone, you can opt out of the program. Just send a text message that says "STOP" to: 72080. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future text messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here:

You acknowledge that you have read and agreed to the ABOC Online Banking Services Agreement (the "Service Agreement"), which applies to, and supplements, this Mobile Services Agreement. Access to, and use of, your ABOC bank account ("Account") will continue to be governed by our deposit agreements that we have with you (your "Account Agreement") and any other agreements that you have with us. If this Agreement conflicts with the terms and conditions of your Account Agreement solely as they apply to Mobile Banking, this Agreement controls. This Agreement is not intended to replace or modify any disclosures of other terms in your Account Agreement or other disclosures that are required by law to be provided by us.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S.Cellular®, 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 ABOC or any service provider.

Privacy and User Information: You acknowledge that in connection with your use of Mobile Banking, ABOC and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of text messages, data files, and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. ABOC 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. ABOC 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.

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 you will only use Mobile Banking or the Software in compliance with all applicable laws, rules, and regulation, 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; (iii) material or data, that is illegal, or material or data, as determined by ABOC (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of ABOC or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult theme, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-

related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose ABOC, any third party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment of facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any software or services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) 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 (iv) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legalnotices_maps.html or other URLs as may be updated by Google.

**** Additional Terms**

Functions: Using Mobile Banking and Software, you can access any account of which you are an authorized signer or owner to include: (i) viewing your Account and transaction information, (ii) transferring funds among certain of your Accounts, including deposit Accounts and loan Accounts, (iii) making payments from your deposit Accounts to your loan Accounts, (iv) depositing checks remotely, (v) if you also sign up for the optional Online Bill Pay Service, depending on the type of mobile device carrier you have, you may have the ability to use your username and password to pay bills from your checking or money market savings Account to parties set up within your Online Bill Pay Service (the Terms and Conditions of the Online Bill Payment Service apply to these transactions). Text "HELP" to 72080 to see a list of text message functions.

Authorization: This Agreement applies to all persons that are party to the Account and contains the terms and conditions governing Mobile Banking, including disclosures required by federal law. Please read this Agreement carefully and keep a copy for your records. By responding with your activation code, you acknowledge that you have received and read this Agreement and agree to the terms and conditions.

Mobile Banking Limitations: Processing of payments and transfer instructions may take longer using Mobile Banking. We will not be liable for any delays or failures in your ability to access Mobile Banking service or in your receipt of any text messages. Internet access and messaging are subject to effective

transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the internet. Mobile Banking is provided by us on an AS IS AVAILABLE basis. We will attempt to make Mobile Banking available on a continuous basis. Maintenance requirements, however, whether scheduled or emergency, may result in system unavailability from time to time. We will try to conduct scheduled maintenance during non-peak hours. Mobile Banking accessibility may also be interrupted due to conditions beyond our control, including outages in internet or mobile device carrier. If that occurs, we will attempt to re-establish Mobile Banking as quickly as possible. Although we will attempt to provide accurate and current information about your Account, such information is not provided on a real-time basis and therefore there may be a delay between the time that a transaction occurs and when it appears on your Account, as viewed through Mobile Banking. Your Account records maintained by us provide the final and conclusive information about your Account and may include information in addition to that available to you as viewed through Mobile Banking. We are not responsible or liable for any problems you may experience as a result of any inconsistency or delays with respect to information about your Account.

Hardware and Software Requirements: To use Mobile Banking, you will need a Mobile Banking compatible and supported mobile device which you are responsible for providing. The mobile device that you use may be subject to unauthorized tracking or other manipulation due to “spyware” or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your software and hardware is at your own risk. We do not guarantee functionality or availability of Mobile Banking on all mobile devices.

Your Obligations: You accept responsibility for making sure that you know how to properly use your mobile device and we will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device. You acknowledge that the use of a modified device to use Mobile Banking is expressly prohibited, constitutes a violation of the terms of this Agreement, and is grounds for termination of your Account.

Mobile Device Carrier: You agree that any use by you of Mobile Banking may be also subject to the terms and conditions of any agreements you have with third party service providers, such as your mobile device carrier, and that this Agreement does not amend or supersede any of those agreements. Those agreements may contain requirements and limitations, including your responsibility for fees and charges, which may impact your use of Mobile Banking. You agree that you are solely responsible for all such fees, service charges, limitations, and restrictions. Only your mobile device carrier is responsible for its products and services. You agree to resolve any problems with your wireless provider directly without involving us. We assume no responsibility for the operation, security, functionality, or availability of any wireless phone device or mobile network which you utilize to access Mobile Banking. Mobile Banking may not be accessible over

some mobile networks. We recommend that you review your contract with your individual mobile device carrier service provider before enrolling in Mobile Banking.

Indemnification: Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold us, our affiliates, employees, and agents, harmless from any and all third party claims, liability, damages, expenses, and costs caused or arising from a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with your use of Mobile Banking or your violation of any law or rights of a third party.

Exclusion of Liability and Warranties: Mobile Banking makes use of a private network, intended for authorized users only. We have confidence in the security measures we employ, however, this is not an invitation for individuals to attempt unauthorized access. By using Mobile Banking, you agree to accept complete responsibility; therefore, we and our officers, directors, employees, agents, and service provider, disclaim any and all liability, whether now known or otherwise, with respect to your use, authorized or unauthorized, of Mobile Banking, and we further specifically disclaim any and all warranties with respect thereto, including but not limited to the warranties of merchantability and/or fitness for a particular purpose.

Mobile Banking Access. Not all of our Online Banking services or the functionality of our Online Banking website are available when you use a mobile device. Mobile Banking and functionality available to you may vary based on the type of mobile device you use and its operating system version. Our Online Banking services available through your mobile device may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access our Online Banking services through your mobile device.

Our Liability for Failure to Process Funds Transfer: We strive to make all your funds transfers according to your instructions. We will, however, incur no liability if we are unable to complete any transfer initiated by you through Mobile Banking because of the existence of any one or more of the following circumstances: (i) if the funds transfer would exceed the maximum permitted funds transfer amount or exceed your available balance, the amount available for your use on your line of credit after taking into effect your daily balance or daily ending balance, or your Account has been re-titled, closed, blocked for security reasons, or subject to legal process or other encumbrances restricting the transfer, (ii) if the funds transfer processing center is not working properly, and you know or have been advised by us about the malfunction before you execute a transaction, (iii) if circumstances beyond your control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of a transaction, and we have taken reasonable precautions to avoid those circumstances, (iv) if you have not properly followed the instructions for using Mobile Banking, (v) if your mobile device or operating system is not properly installed or functioning properly, (vi) for errors or

failures from any malfunctions of your browser, internet service provider, wireless provider, computer virus, or other problems relating to the computer or mobile device you use with Mobile Banking, including, without limitation, your inability to access Mobile Banking or any part of Mobile Banking, (vii) for a failure to provide access or for interruptions of access to Mobile Banking due to a system failure, or (viii) other exceptions stated in this Agreement or in our other agreements with you.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Account, we will be responsible for returning the improperly transferred funds to your Account. If we cause funds from your Account to be directed to an incorrect payee, you agree to help us recover funds that we were directed to the incorrect payee.

Notwithstanding any other provision in this Agreement, unless otherwise prohibited by law, the foregoing shall constitute our entire liability and your exclusive remedy. Except as specifically provided for herein, in no event shall we be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in connection with or in any way related to Mobile Banking.

Your Liability: All your payments and funds transfers will appear on your monthly statement, you must PROMPTLY tell us if you believe your mobile device, username and/or password has been lost, stolen, or otherwise become available to an unauthorized person. Please contact us immediately by telephone at 312-822-3015 between 8:30 am and 4:00 pm CT or in writing at Amalgamated Bank of Chicago, 30 N. LaSalle Street, Chicago, Illinois 60602. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if you have such a line) subject to the limitations below.

If you tell us within two (2) Business Days after you learn of the loss or theft of your mobile device, username and/or password, you can lose no more than \$50 if someone used your mobile device, username and/or password without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your mobile device, username and/or password, and we can prove that we could have stopped someone from using your mobile device, username and/or password without your permission you could lose as much as \$500. For purposes of this Agreement, our Business Days are Monday through Friday. Bank holidays are not included.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement on which the problem or error appeared was mailed to you, you may not get any money you lost after sixty (60) days if we show that we could have stopped someone from taking the money

if you would have told in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Contact in Event of Unauthorized Access: If you believe your password has been lost or stolen or that someone may have fraudulently accessed your Account without your permission, contact us by phone (866-440-2086), write us at Amalgamated Bank of Chicago, Attn: Retail Banking, PO Box 800, Chicago, IL 60690, or contact us via secure messaging.

Third Parties: You understand that support and services relating to Mobile Banking are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

Information Authorization: In order to facilitate Mobile Banking or to investigate fraud related to Mobile Banking, it may be necessary to obtain additional information from other financial institutions, consumer credit reporting companies, or merchants. By accepting and using Mobile Banking, you agree that we have the right to request a review of your credit rating at your expense through an authorized bureau. In addition, you authorize us to obtain information regarding your Mobile Banking related transactions from a merchant or other payee to resolve payment pending problems.

Fees: We do not currently charge any additional fees for using Mobile Banking. If we start charging fees in the future for Mobile Banking, you will be provided with prior notice regarding any fees. You authorize us to automatically charge your Account for all such fees incurred regarding Mobile Banking. Message and data rates may apply to your use of Mobile Banking. Check your carrier plan for details.

Notification of Change in Name, Address, or Mobile Device: You agree to notify us promptly in writing of any change to your name, address (including email address), or mobile device to Amalgamated Bank of Chicago, Attn: Retail Banking, PO Box 800, Chicago, Illinois 60690.

Assignment: You may not assign your rights and obligations under this Agreement to any other party. We may assign our rights and obligations under this Agreement to our successor in interest or to any, directly or indirectly, affiliated company. We may also assign or delegate certain of our rights and responsibilities under other agreements we have entered into in connection with Mobile Banking to independent contractors or other third parties.

Termination and Change in Terms: We reserve the right to terminate this Agreement and your access to Mobile Banking in whole or in part or to change the terms described in this Agreement at any time without prior notice. When changes are made, we will notify you. We reserve the right to terminate and purge Mobile Banking customers who have not accessed or utilized the services for an extended period of time. You may terminate your use of Mobile Banking at anytime by

sending a text message that says "STOP" to: 72080. This termination will become effective when we receive notice from you as provided above and apply ONLY to Mobile Banking and does not terminate any other agreement you may have with us.

No Waiver: We shall not be deemed to have waived any of our rights or remedies hereunder 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.

Governing Law: This Agreement sets forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposit, loan, or other business relationships with us. Your use of Mobile Banking is governed by this Agreement. Your use of Mobile Banking is also governed by applicable clearinghouse rules, state laws, federal laws, and regulations (in each case to the extent that such have not been varied by this Agreement). This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Illinois.

System Updates: In order to use Mobile Banking, you must install the Software and any and all updates thereto to continue to use Mobile Banking.

Information Security: You understand and agree that text messages received using Mobile Banking may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless provider's name, account information and activity, and the status of your accounts and other information that you or we may provide. Your wireless provider or other entities may also collect data from your use of Mobile Banking, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of wireless providers or other entities that are not our service providers. We will only use the information you provide to us through your use of Mobile Banking in a manner which is consistent with the privacy policy we have previously provided to you in connection with your Account. You can find links to our privacy policy at www.aboc.com. Subject to applicable law, we reserve the right at all times to disclose any information you provide using Mobile Banking as reasonably necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us with information in connection with Mobile Banking, you agree to provide accurate, complete, and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, or non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the text messages sent in connection with Mobile Banking. We have implemented technical and organizational measures designed to secure your personal information from

accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized parties will never be able to defeat those measures or use your personal information for improper purposes.

Additional Terms for Remote Deposit Services: “Remote Deposit Service” is a Mobile Banking service that allows you to make deposits of the electronic image of a check or substitute check (as defined by federal law) (each an “Item”) to your eligible checking, savings, or money market Accounts with us by capturing an electronic image of the Item with the capture device (such as a camera) on your mobile device and submitting images and information about the Item to us for processing.

Eligible Items: You agree that you will not use the Remote Deposit Service to deposit any of the following Items: (i) items that have already been presented to, or paid by, another person, company, or depository institution, (ii) items payable to any person or entity other than you, (iii) items drawn on a financial institution located outside the United States, (iv) items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent, or (v) items prohibited by our current procedures relating to the Remote Deposit Service or which are otherwise not acceptable under the terms of your applicable checking, savings, or money market account and related agreement with us.

Item Image Quality: The image of an Item transmitted using the Remote Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established and updated by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System, and any other applicable regulatory agency.

Endorsement of Items: You must endorse all Items before submitting them using the Remote Deposit Service.

Processing Time and Availability of Funds: If we receive the image of an Item for deposit on or before 6:00 p.m. Central Time (CT) on a Business Day (as defined below), we will consider that day the day of deposit. If we receive the image of an Item for deposit after 6:00 p.m. CT or on a weekend or on a non-Business Day, we will consider the next Business Day as the day of deposit. For Items deposited into checking accounts, the first \$200 of the deposit will be available one Business Day after the date of deposit. Any amount in excess of \$200] will be available two Business Days after the day of deposit. For items deposited into savings or money market accounts, all funds will be available five Business Days after the day of deposit. For purposes of this Agreement, our Business Days are Monday through Friday. Bank holidays are not included.

Disposal of Transmitted Items: You agree to safeguard and keep the original Item for 15 Business Days after you have transmitted the Item. After 15 Business Days following the deposit using the Remote Deposit Service, if you have verified that the funds have been credited to your account, you agree to mark the item as “VOID” and properly dispose of it to ensure it is not presented for deposit again. If you fail to follow these procedures and you or any third party cashes or re-deposits the Item, you may be liable to us for the amount of the Item.

Restrictions and Limitations on Items: You agree: (i) only items that originated as paper items and no third party or electronic checks may be deposited using the Remote Deposit Service, (ii) after you submit an Item for deposit using the Remote Deposit Service, you will not redeposit or otherwise transfer or negotiate the original Item, (iii) not to deposit Items into your Account unless you have authority to do so, (iv) the total amount of deposits that you capture and submit using the Remote Deposit Service will not exceed \$1,000 for each Item and will not exceed \$3,000 in the aggregate for all Items for each Business Day, (v) after you submit an item for deposit you are solely responsible for the storage or destruction of the original Item, (vi) the electronic image of the Item will become the legal representation of the item for all purposes; and any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn, and (vii) we may return or refuse to accept all or any part of a deposit to your account using the Remote Deposit Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned.

Amalgamated Bank of Chicago, Member FDIC