



Brickyard Bank Business Mobile Banking Service Agreement and Disclosure

This Business Mobile Banking Service Agreement and Disclosure states the terms and conditions that you agree to by using Brickyard Bank's services. This Agreement supplements our Deposit Account Agreement and Disclosures, Business Online Banking Agreement and Disclosures and any other agreement between you and the "Bank".

Before using these services you must both consent to receive notices and disclosures electronically and read and accept this Agreement. You also must enroll in the services. By selecting the "agree" button you consent and accept the requirements of this Agreement. Each time you log into Business Mobile Banking Services to conduct a transaction you automatically consent and accept to this Agreement.

Terms Used in this Agreement:

- "We", "us" and "our" refer to "Bank"
- "You" and "your" refer to our customer who is entering into this Agreement
- "Business Mobile Banking Services" means a suite of services that we make available, enabling you to conduct banking transactions with us by using a mobile device.
- "Mobile Device" means a cellular telephone or similar wireless communications device:
 - That is installed with our Mobile Banking Service software that you have downloaded in order to conduct Mobile Banking Service transactions, or
 - That is capable of conducting Mobile Banking Services transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging). We reserve the right to change the software and other protocols that we allow for Mobile Banking Services at any time without prior notice.

Terms and Conditions:

CONSENT TO RECEIVE DISCLOSURES AND NOTICES ELECTRONICALLY

For certain consumer transactions, we are required to disclose certain information in writing. With prior consent, however, we may instead provide that information electronically. We also need general consent to use electronic records for certain transactions in providing the Business Mobile Banking Service to business customers. By accepting this Agreement, you hereby:

- Consent to receiving such notices and disclosures (including this Agreement and disclosures that are otherwise required to be in writing) as well as those concerning Mobile Banking Services, Online Banking, and your enrolled bank accounts electronically, including using a mobile device or e-mail; and
- Consent to using electronic records and communications in connection with the Mobile Banking Services. We require this consent as a condition of providing the Mobile Banking Service to you. You must enter your e-mail address for such disclosures and notices when first enrolling in Mobile Banking Services. You are solely responsible for immediately updating your e-mail address if it changes. You must update your e-mail address by logging into your Online Banking account, accessing the options page for managing your email address or accessing the Mobile Banking Services page to update your mobile device phone number and entering your new electronic address. If you need assistance updating your e-mail address, you may call us at 847-679-2265

Business Mobile Banking Service:

A. Description of Service. Business Mobile Banking Services is offered as a convenience and supplemental service to our Business Online Banking services. The Service is not intended to replace access to Business Online Banking from your personal computer or other methods you use for managing your accounts and services with us. The Service allows you to access your Brickyard Bank account information, make deposits, make payments, transfer funds and conduct other banking transactions.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through the Service. We may also reserve the right to modify the scope of the Service at any time.



This Service may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all devices. "Bank" cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

B. Use of Service. In order to properly use the Service, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use the Service in accordance with the online instructions and agree that you will contact us directly if you have any problems with it. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the Service as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the Service or your device.

C. You must enroll the particular mobile device(s) that you wish to use with the Service. You must also un-register any mobile device(s) that you will no longer use with the Service and download the Software and enroll any new devices. When you access the Service with your mobile device, you will see a menu of available Service functions (e.g., view balances; view or search for transactions; locate branches; execute specific types of internal funds transfers; mobile remote deposit; etc.). From time to time we will add, and may modify or delete particular functions or geographic areas served. We may make such changes in functions or geographic service with or without prior notice. We reserve the right to refuse to accept any transaction that you may request through the Service.

Not all functions that are described in your Business Online Banking Agreement or available through the Business Online Banking service website are available with Business Mobile Banking Services. All terms and conditions in your Business Online Banking Agreement or on our Business Online Banking service's website that limit or govern your use of Business Online Banking functions will also limit and govern your use of those functions through Business Mobile Banking Services.

Business Mobile Banking Service Availability:

We will use reasonable efforts to make the Service available for your use on a continuous basis. We do not guarantee functionality of the Services on all mobile devices, on all communications networks, in all geographic regions, or at all times. The Service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours but we may conduct maintenance at any time. In addition, your accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish service in those instances but we do not promise the Service will always be available for your use.

We may elect to discontinue the Service at any time; however, if we choose to discontinue it we will provide you with reasonable notice. In the case of a disaster, the Service may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of the Services, or your inability to access it or to execute any functions.

Fees Charged by Us:

Currently, we are not charging fees to enroll in or use the Service itself. However, we can assess fees:

- Set forth in the other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees), or
- For products and services that you may purchase through the Service (such as Bill Pay per- transaction fees by customers, and mobile remote deposit transaction fees).

We reserve the right to institute or change fees for the Service after sending you prior notice.



Mobile Device and Mobile Communications:

You are responsible for providing your own mobile device that supports 128-bit encryption. Business Mobile Banking Services users must download, install and use certain software systems and programs developed by us, our licensors or other third parties. We are not responsible for any damage to your mobile device resulting from those activities; and you will be engaging in those activities at your own risk.

To download the Business Mobile Banking Services software, please follow the instructions found in the Business Mobile Banking Services section of your Online Banking website. Depending on its make and model, your device may need to be capable of receiving an SMS text message to initiate the download.

You are responsible for obtaining your own mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages, so please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using our Service. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any mobile device, hardware, software or other any product or service you may purchase from others relating to your use of the Services. This Agreement does not amend or supersede any agreements that you have with third parties (such as your mobile device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your mobile device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

Your mobile device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

Permitted Mobile Banking Transfers:

You may use the Service to transfer funds between your eligible Brickyard Bank accounts ("Internal Transfer"). You may not transfer to or from an Account at another Banking institution using the Service. You must have sufficient funds available in the selected account at the time the transfer request is received. We will not process transfers that exceed your available balance.

Federal regulations require Banking institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a money market or savings account using the Service is counted as one of the six limited transactions permitted during each monthly statement cycle for money market accounts and quarterly for savings accounts, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account when using the Service or any other methods outlined in your Deposit Account Agreement and Disclosures. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

Your Responsibilities:

You represent and agree to the following by enrolling in or using the Service:

A. Account Ownership/Accurate Information.

- You represent that you are the legal owner of the Accounts and other Banking information, which may be accessed via the Service.
- You represent and agree that all information you provide to us in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us.



- You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- You represent that you are an authorized user of the device you will use to access the Service.

B. User Security.

- You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using the Service.
- You agree not to leave your device unattended while logged into the Service and to log off immediately at the completion of each access.
- You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access the Service, you are responsible for any transactions they authorize and we will not be liable for any resulting damages.
- You agree not to use any personally identifiable information when creating shortcuts to your Account.
- We make no representation that any content or use of the Service is available for use in locations outside of the United States. Accessing the Service from locations outside of the United States is at your own risk.

C. User Conduct. You agree not to use the Service or the content or information delivered through the Service in any way that would:

- Infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software;
- Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity;
- Violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- Be false, misleading or inaccurate;
- Create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers;
- Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable;
- Interfere with or disrupt computer networks connected to the Service;
- Interfere with or disrupt the use of the Service by any other user; or
- Use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that the Service is only for business use of individuals authorized to access your account information. You agree not to make any commercial use of the Service or resell, lease, rent or distribute access to the Service.

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Brickyard Bank, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by 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 the Service;
- Your violation of any law or rights of a third party; or
- Your use, or use by a third party, of the Service.

Lost or Stolen Mobile Device or Password, Unauthorized Transactions, Errors or Questions about Your Account:

If you believe your mobile device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at 847-679-2265. For additional information regarding your and our rights and responsibilities



regarding unauthorized transactions, please review your Business Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

Security:

While we have implemented security controls and processes on our end to protect your information and our information systems, you are responsible for ensuring the security of your mobile device, connectivity, and account. To help ensure security:

- Do not jail break or “root” your device.
- Do not install applications or software from unknown sources.
- Keep the mobile device operating system (OS) up to date with the most current version offered by your provider.
- Enable encryption, firewalls, and anti-virus/anti-malware software as available and keep them up to date with the current version.
- Do not use unsecure or public wireless connections.
- Enable an access password or passcode for access to your mobile device.
- Lock the device when not in use and/or enable an automatic timeout/device lock.

MOBILE REMOTE DEPOSIT CAPTURE:

This Section contains the terms and conditions that are specific to the mobile remote deposit capture (mRDC) feature we have added to our Business Mobile Banking Services. mRDC is also subject to all the other Sections of this Agreement.

mRDC allows you to make deposits to your checking, savings or money market accounts with us using your camera-enabled mobile device capable of capturing check images and information, and electronically delivering the images and associated information to our designated processor or us. The mobile device must capture an image of the front and back of each check to be deposited, including the magnetic ink character recognition line on each check, and such other information as required by this Agreement or applicable law. Such other information includes, but is not limited to, certain technical information such as your IP Address, mobile device identifier, and may also include your longitude and latitude at the time the image is transferred to us.

ELIGIBLE ITEMS:

You agree only to capture images of “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image is converted to an Image Replacement Document (IRD) for subsequent presentment and collection, it shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree to not capture images of any of the following types of checks or other items, which shall be considered ineligible items:

- Checks payable to anyone other than the owner of the account into which it is being deposited;
- Checks drawn or issued by you; or drawn by others against an account on which you are a joint owner or authorized signer;
- Checks containing any unauthorized alteration;
- Checks payable jointly, unless deposited into an account with the names of all payees;
- Checks previously converted to a substitute check, as defined in Reg. CC;
- Checks drawn on a foreign bank and/or that are not payable in United States currency;
- Checks that are payable on sight or payable through drafts, as defined in Reg. CC, or are remotely created checks, as defined in Reg. CC;
- Checks that are undated, post-dated, or are dated more than 6 months prior to the date of deposit;
- Checks with any endorsement on the back other than that specified in this Agreement;
- Checks that have previously been deposited by any remote capture or physical delivery;
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department;
- Checks that have previously been returned unpaid for any reason;
- Travelers Checks;



- Checks payable to “Cash”;
- Checks transmitted from outside the United States;
- Registered government warrants;
- Money Orders; or
- Checks that are prohibited by our current procedures relating to the mobile remote deposit capture feature or which are otherwise not acceptable under your deposit account agreement or as we may otherwise determine in our sole discretion; or
- Government checks of any type, state or federal.

We may in our sole discretion, and without liability to you, refuse any check for any or no reason, or elect to take the check on a collection basis only. We reserve the right to charge back to your account, at any time, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item Endorsements and Procedures.

You agree to restrictively endorse any item transmitted through mRDC as follows: be sure it is endorsed with your signature, and write “For Brickyard Bank Mobile Deposit Only,” or as otherwise instructed by us. Any item not properly endorsed will be suspended and you will be contacted to resubmit with the proper endorsement. You agree to follow any and all other procedures and instructions for use of the Deposit Service as we may establish from time to time.

Image Quality:

The image of a check or item transmitted to us using mRDC must be legible and must comply with the requirements established from time to time by us, applicable law, or clearing house or association rule. We shall not be liable to you for failure to process or improperly processing any item for which you have not provided an accurate and legible image, and we reserve the right to reject any deposit.

Receipt, Security and Errors in Transmission:

Use of mRDC involves the electronic transmission of information across the networks of your wireless service provider and others that we do not operate or control. You accept the risk, and we bear no responsibility or liability, for the quality, privacy, security or act or actual delivery of wireless data transmissions, or the disclosure of information through such errors. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account.

Keeping and Destroying Checks After Imaging:

Upon your receipt of a confirmation from us that we received an image you transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check, mark it “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to us upon request. You also agree to securely store the item until it is destroyed.

Availability of Funds:

In general, if an image of an item you transmit through mRDC is received and accepted before 3:00 p.m. CST on a business day that we are open, we consider that day to be the day of your deposit, subject to the other terms and conditions herein. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using mRDC will generally be made available the next business day after the day of deposit. We may delay the availability of your funds at our discretion if we deem it appropriate in accordance with our policies and procedures.



Deposit Limits:

We have elected to establish limits on the dollar amount of deposits. If you attempt to initiate a deposit in excess of these limits, the system will suspend and reject your deposit. If we permit you to make a deposit in excess of these limits, the deposit will still be subject to this Agreement, and we will not be obligated to allow such a deposit at other times. We will inform you of the deposit limits applicable to Mobile Deposits is a daily limit of \$10,000 total or individual check for \$10,000. The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion and subject to the agreements and disclosures governing your deposit account.

Termination. We may terminate your use of mRDC at any time and for any reason, although your representations, warranties and obligations shall remain in full force and effect nonetheless. Without limiting the foregoing, your use of mRDC may be terminated if you breach any term of this Agreement, if you use mRDC for any unauthorized or illegal purposes, or you use mRDC in a manner inconsistent with the terms of any other agreement you may have with us.

Fees:

A fee may be charged for using mRDC. We may change that fee amount from time to time, but the current amount will be disclosed before you choose to submit your deposit transaction. You authorize us to deduct any such fees from any account in your name with us.

User Warranties and Indemnification:

You warrant to us that:

- You will only transmit eligible items;
- Images will meet our image quality standards;
- You will not transmit duplicate items;
- You will not re-deposit or re-present any original item;
- All information you provide to us is accurate, true and correct;
- You will comply with this Agreement and all applicable rules, laws and regulations;
- With respect to each check image that you transmit, you are deemed to have made any representation or warranty that would have applied had you deposited a paper check by other means;
- You agree to indemnify and hold us harmless from any loss for breach of this warranty provision.