

iBusinessBanking™ ONLINE TERMS AND CONDITIONS

Thank you for using iBusinessBanking™ for your business. This Service provides online banking access for the purposes of viewing, monitoring and transferring funds in Customer's Accounts. In case of questions please contact Treasury Management Support at 847.939.9050.

The iBusinessBanking™ Service is subject to the Treasury Management Agreement between Customer and the Bank named above. Please review the iBusinessBanking™ Service Terms and Conditions contained therein for the contractual terms relating to use of the Service.

iBusinessBanking™ is provided to Customer by the Bank and is powered by a third party technology solution ("Licensor"). The following is a legal agreement between Customer and its Authorized Representatives/Security Administrators (also called "End Users") and the Licensor.

END USER LICENSE AGREEMENT TERMS

To be agreed to by End User Prior to Use of the Service:

1. Ownership. You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the technology and software that powers the online system and the computer programs contained therein in machine readable object code form as well as any accompanying End User documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

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5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR

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7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state where the Bank's main office is located without reference to the chosen state's provisions regarding conflicts of law. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of the state where the Bank's main office is located, and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

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