



Mobile Banking Addendum

Effective March 17, 2015

This is an addendum to the First American Bank Online Banking Agreement setting forth the additional terms and conditions for use of Mobile Banking Services offered by First American Bank ("we", "our", "us") for the use of its customer ("Customer", "you", "your"). The Online Banking Agreement remains in effect except where modified by this Addendum and together with the Rules and Regulations Governing First American Bank Deposit Accounts (the "Rules") constitutes the entire agreement between us and you relating to Mobile Banking. If there is a conflict between the Online Banking Agreement, the Rules and any other disclosures we have provided to you and this Addendum, the terms in this Addendum will govern your use of the Mobile Banking Service.

1. **ACCEPTANCE OF ADDENDUM.** When you register for Mobile Banking or by using Mobile Banking, you agree to the terms and conditions of this Addendum as it may be modified from time to time.
2. **Description of Services.** Mobile Banking is a financial information service that may allow you to access certain First American Bank account information, transfer money between First American Bank accounts, Pay Bills, deposit images of certain checks, as further defined in the Remote Deposit Agreement, set up alerts, and make such other banking transactions as are fully described on our Web site (currently, firstambank.com). You may use Mobile Banking with compatible and supported mobile wireless devices (including phones, "Wireless Devices") by registering your Wireless Device(s). We reserve the right to modify the scope of Mobile Banking at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.
3. **Use of Services.** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and then that you always use Mobile Banking in accordance with the instructions posted on our Web site. You also accept responsibility for making sure that you know how to properly use your Wireless Device. We may modify or upgrade Mobile Banking from time to time. In the event of such modifications or upgrades, you are responsible for making sure that you understand how to use Mobile Banking as modified or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.
4. **Relationship to Other Agreements.** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for the use of your Wireless Device with Mobile Banking, including receiving or sending Mobile Banking text messages). You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.
5. **YOUR OBLIGATIONS.** When you use Mobile Banking to access accounts at First American Bank you agree to the following:
 - a. That you are the legal owner or an Authorized Signer on the accounts and authorized to access other information which may be accessed via Online Banking and Mobile Banking. You represent and agree that all information you provide to us in connection with your access to Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information and you agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by text message service, e-mail, and other methods, communications relating to Mobile Banking and your accounts with us, including without limitation, welcome messages, information, and requests for information relating to your use of Mobile Banking and your accounts with us. You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your account statements and transactions regularly, to report any errors to us promptly by calling us at (847) 952-3700, and to cancel immediately your participation in Mobile Banking as set out in Section 7 below if you observe any material errors in Mobile Banking.
 - b. You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other mobile phone applications associated with Mobile Banking.
 - c. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (iii) 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); (iv) be false, misleading or inaccurate; (v) 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; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to Mobile Banking; (ix) interfere with or disrupt the use of Mobile Banking by any other user; or (x) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
 - d. You agree that Mobile Banking is for personal use only. You agree not to resell or make commercial use of Mobile Banking.
 - e. You agree to indemnify, defend, and hold us and any affiliated entities, parents, subsidiaries, shareholders, directors, officers, employees and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Addendum or any other agreement you have with us, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.
 - f. You agree to pay for Mobile Banking in accordance with our current Schedule of Fees as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with the Schedule of Fees.
6. **ADDITIONAL PROVISIONS - MOBILE BANKING LIMITATIONS.**
 - a. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.
 - b. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking.
 - c. You agree that we are not responsible for the unavailability of Mobile Banking due to any failure or unavailability of your carrier's network, including when you are traveling through an area without wireless network coverage of any kind.
 - d. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
 - e. Information about account activity is synchronized between Mobile Banking and our website. Information available via Mobile Banking may differ from the information that is available directly through our website. Information available directly through our website may not be available via Mobile Banking, may be described using different terminology, or may be more current than the information available via Mobile Banking, including but not

limited to transaction and account balance information. The method of entering instructions via Mobile Banking also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of Mobile Banking. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

7. **Changes or Cancellation.** You may cancel your participation in Mobile Banking by contacting us at (847) 952-3700. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.
8. **Use of Data.** We will use information you provide for purposes of providing the Mobile Banking and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).
9. **Limitations and Warranty Disclaimers.** We disclaim all warranties relating to Mobile Banking or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. We will not be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we have been advised of, or had reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will our total liability to you in connection with Mobile Banking or otherwise under this Addendum exceed the lesser of \$100.00 or the amount of all fees we have collected from you during the 90 days immediately preceding any event you may allege as giving rise to a claim.
10. **Disputes.** All claims, causes of action, or other disputes concerning this Agreement shall be resolved in accordance with procedures set forth in the Rules and Regulations Governing First American Bank Deposit Accounts, as it may be amended from time to time.
11. **Severability.** If any provision of this Addendum is declared invalid by a court or other tribunal of competent jurisdiction then, except to the extent set forth in the Disputes section above, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Addendum shall be valid and enforceable to the fullest extent permitted by applicable law.

[Schedule of Fees](#)

[Rules and Regulations Governing First American Bank Deposit Accounts](#)

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