

Online Banking Access Agreement

This Online Banking Access Agreement (the "**Agreement**") governs your use of Urban Partnership Bank's Online Banking Services, for consumer or business customers ("**Online Banking**"). The terms and conditions of the Business Deposit Account or the Consumer Deposit Account Agreement, as may be applicable for your account (each, an "**Account Agreement**") are each fully incorporated into and made of this Agreement as if fully set forth herein; in the event of any conflict between the terms of the Account Agreement and this Agreement, the terms of this Agreement shall be controlling. Any term used but not defined in this Agreement shall have the meaning as set forth in the Account Agreement.

In this Agreement, "you" and "your" refers to each person or authorized agent that accesses Online Banking, as "we", "us", or "our" refer to Urban Partnership Bank.

Your use of our Online Banking will evidence your acknowledgement and agreement of the terms and conditions set forth in this Agreement. The words and phrases in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

All times referenced in this Agreement are Central Time (CT).

Eligibility

In order to activate Online Banking, you must have an account with us. When you activate your account you warrant to us that you are eighteen years of age or older.

Access

You will gain access to your accounts with us online through the use of your internet enabled device, your internet service provider, plus your login id and password ("**Security Credentials**"). We may also utilize uniquely identifying information to confirm your identity. There may be additional or optional security measures instituted by us from time to time. You may access our Online Banking 24 hours a day, 7 days a week; except during system maintenance and upgrades. All online transactions received after 5:00 pm on any Business Day, or on Saturdays, Sundays and holidays will be processed on the next Business Day. Please refer to the below link for general information regarding how online banking works.

Transactions and Functions

You may use Online Banking to utilize the services described below (the "**Services**"):

- 1) Access your checking, savings, certificate of deposits, and loans.
- 2) Transfer funds between accounts with us, or your accounts at other institutions.
- 3) Transfer funds from your account with us to another person that has an account with us.
- 4) Transfer from your checking or savings account with us to make loan payments.
- 5) Review transaction history.
- 6) Enroll to receive electronic statements.
- 7) Request or retrieve a copy of a paid check or past statements on linked accounts.
- 8) Re-order checks.
- 9) Mobile Banking.
- 10) Send us a secure email message and questions regarding your accounts.

You can also access optional services. Please refer to those agreements for the specific terms and conditions.

Some of the above Services and optional services may not be available for certain accounts, customers, or if you access the Services or optional services through Mobile Banking. New services may be introduced for this Agreement from time to time. In addition, we will notify you of the existence of these new services.

Protecting Your Personal Information and Security Credentials

In addition to protecting your Security Credentials, you should also take precautions to protect your personal identification information, such as your driver's license, social security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking.

We may require the use of a security device with respect to any present or future services accessed via the internet. Any security device, if provided, shall remain our property. To prevent unauthorized access to your accounts you agree to protect and keep confidential your Security Credentials. When you use or access, or permit any other person to use or access Online Banking and/or Services you agree to the terms and conditions of this Agreement. Anyone to whom you allow to use or access your Online Banking will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full use and access to any other of your accounts, which are accessed by those Security Credentials, even if those accounts are in your name with another person.

None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your personal information or your Security Credentials. If you are contacted by anyone requesting this information, **please contact us immediately at 800.905.7725 or send us an email to: customerservice@upbnk.com.** For business customers, any login id, password, or token provided is provided to representative of the business entity registered with the applicable service only and may not be retained by representative after termination of your relations with such business entity. You agree to inform us immediately if a person with access to a password leaves the employ of the business.

You acknowledge and agree that we have no duty or obligation to determine whether you are the one utilizing any token or Security Credentials to access Online Banking or the Services.

For business customers only, you agree that you shall bear the entire risk of unauthorized use of any token or use of your Security Credentials whether or not you are negligent.

Equipment and System Requirements

It is your responsibility to obtain, maintain and update as may be required from time to time all software and hardware or other equipment necessary for you to access and use Online Banking, including but not limited to, an Internet Service provider, current web-browsers, the best commercially available encryption, anti-virus and internet security software ("**Systems**") in order to ensure your online communications link to our Online Banking complies with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining internet services via the internet service provider of your choice, and you are responsible for any and all fees imposed by such Internet service provider and any associated communication provider charges. By registering a mobile phone number through the enrollment process, you are certifying that you are the account holder for the mobile phone account or have the account holder's express permission to register the number. Messaging and data rates may apply.

Authorized Users (Applies Solely to Business Customers)

This section applies solely to business customers that authorize other individuals to access Online Banking. To the extent provisions of this section conflict with any other provisions of this Agreement, the provisions of this section shall prevail. If you wish to grant others access to your Online Banking, please contact us as provided for in the

Notice section of this Agreement.

You may authorize others to access your Online Banking business accounts as described below. Access to Online Banking by the Administrator (described below) and/or Authorized Signer will continue until such time as you have given us written notice of any changes to the Administrator and/or Authorized Signer and until we have commercially reasonable time to act upon such notice. We may at our option and without liability to you, suspend access to Online Banking and/or any Services or other online services you applied for to any Administrator and/or Authorized Signer at any time, without prior notice, if we deem it to be reasonably necessary under the circumstances to do so.

You ratify and confirm any and all activities of the Administrator and/or Authorized Signer conducted through Online Banking whether or not such activities are within the scope of authority you granted to the Administrator or Authorizes Signer, including any delegated authority from the Administrator to anyone else. You are solely responsible for the administration, monitoring, and control of any Administrator and/or Authorized Signer in connection with their use of Online Banking.

For purposes of this Agreement an Administrator is defined as the owner of the business account or the individual authorized in a business resolution to manage Online Banking for the business customer, including without limitation, authorizing additional Authorized Signers, assigning levels of online access, and deleting authorizations of any Authorized Signer and communication with us on the business account using Online Banking.

Transfer of Funds Between Your Accounts

Fund transfers between your accounts can be made on a one-time or recurring basis. One-time fund transfers may be immediate or scheduled for a future date. The recurring fund transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 funds transfer done from a checking to a savings account, which occurs every two weeks.

Internal fund transfers will be posted to any internal account with us from which it is made, and to any other internal account with us that is involved in the transaction, on the Business Day on which the fund transfer is made. Each transfer you make on a non-Business Day, or after our Online Banking cut-off time on any Business Day, will be considered made on the following Business Day. Information you obtain about your accounts using our Services may not reflect transactions that have not yet been

posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Preauthorized recurring fund transfers, to the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount. Please remember that you are limited to six transfers or electronic (automatic) debits from any savings account during any monthly statement cycle.

External transfers allow you to transfer funds to or from your accounts at another financial institution. We may allow you to link external accounts that you own or for which you have unlimited authority to initiate deposits and withdrawals. By linking an external account, you authorize us to initiate automated clearinghouse ("ACH") debit or credit entries to such external account. By linking an external account, you also represent and warrant to us that you are an owner or authorized on the external account with unlimited withdrawal or deposit rights on the depository institution's records, to originate transfers to or from the account. You agree to provide us written documentation of your ownership of or unlimited authority regarding such external linked accounts, as applicable, upon our request. You are required to notify us if any external linked account is closed or your withdrawal rights are limited or removed so such external linked account may be un-linked from Online Banking. You acknowledge that all transactions involving external linked accounts must comply with applicable law. The offsetting entries for any fund transfer to or from an external linked account must be made to or from one of our accounts. Fund transfers between external linked accounts are prohibited. When initiating a transfer to or from an external linked account, if you are not an owner of such account, you represent and warrant that you have full authority to initiate such transfer and that such fund transfer has been authorized.

Person To Person Transfers (Does Not Apply To Transfers Outside OUR Financial Institution)

Person to Person allows you to transfer funds from your account with us to another person who has an account with us. These transfers can be made on a one-time or recurring basis. One-time fund transfers may be immediate or scheduled for a future date. The recurring fund transfer feature may be used when a set amount is transferred at regular intervals.

Limits on All Online Funds Transfers

You must have enough Available Funds in any account from which you instruct us to make a fund transfer. All fund transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking. We also reserve the right to limit or suspend access to our Online Banking, as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than six in any month or statement cycle. The kinds of withdrawals covered by this limitation are those made by means of preauthorized, automatic, telephonic or internet transfer to another account of yours or to a third party or by check, debit card, wire transfer to a third party or to another account of yours at another institution, or similar order to a third party. Fund transfers between your deposit accounts with us are subject to the terms of the Account Agreement.

Transfers Involving Insufficient Funds

If you instruct us to make a funds transfer and you do not have a sufficient balance in the account from which you are making the fund transfer, we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a fund transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the fund transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize. If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the Account Agreement.

Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the Business Day the transfer is scheduled to be

made, and either delete it or make the change.

Mobile Banking Service

After your enrollment in Online Banking, you may enroll in our Mobile Banking Service ("**Mobile Banking**") to access financial services and products and the functions now or in the future, made available by us. By using Mobile Banking you agree to the following; you agree to provide a valid phone number, email address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Banking. You agree to receive information relative to Mobile Banking through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity.

Account Ownership/Accurate Information. You represent and warrant that you are the legal owner of the account and other financial information, which may be accessed via the Mobile Banking. You represent, warrant, and agree that all information you provide to us in connection with the Mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Banking. You agree not to misrepresent your identity or your Account information. You agree to keep your account information up to date and accurate.

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

User Conduct. You agree not to use the Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in any software associated with the Mobile

Banking; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking to impersonate another person or entity; (c) 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); (d) be false, misleading or inaccurate; (e) 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; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Mobile Banking; (i) interfere with or disrupt the use of the Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

Summary of Terms. By entering your phone number, you acknowledge that you agree to the terms of service and are subscribed until you request for the services to stop by notifying us as stated in the Notice section of this Agreement.

Text-Services

Your enrollment in Mobile Banking includes access to mobile text messaging related services (collectively, "**Text Services**"). By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. Messages may be delayed or impacted by factor(s) pertaining to your phone carriers or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Text Services. There is no service fee for the Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data

rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences. To cancel the Text Services, send STOP to 226563 at any time.

Termination

We can terminate your Online Banking and any services provided under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Account Agreement governing your accounts, or your accounts are not maintained in good standing.

If you want to cancel your Online Banking, you must notify us and provide your name online and the effective date to stop the service. When the service is terminated, any pre-scheduled bill payments made through our Online Banking will also be terminated.

LIMITATIONS ON OUR LIABILITY/WARRANTIES

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSERS AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF OUR ONLINE BANKING. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR ONLINE BANKING IS AT YOUR SOLE RISK AND THAT OUR ONLINE BANKING AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS" "WHERE IS" AND "WHERE AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT OUR ONLINE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE UNLESS EXPRESSLY STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT

(INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

LIMITATIONS ON OUR LIABILITY FOR BUSINESS CUSTOMERS ONLY

WE WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTION MADE USING YOUR SECURITY CREDENTIALS THAT OCCUR BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. YOU SHALL ASSUME THE ENTIRE RISK FOR ANY AND ALL FRAUDULENT, UNAUTHORIZED, OR OTHERWISE IMPROPER USE OF YOUR SECURITY CREDENTIALS. WE ARE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY YOUR SECURITY CREDENTIALS AND TO ACT ON SUCH INSTRUCTIONS. If we fail or delay in making a transaction pursuant to your instructions, or if we make a transactions in an erroneous amount that is less than or more than the amount per your instructions, unless otherwise required by law, we shall not be liable to you. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Errors for Business Customers Only

You are responsible for reviewing your Online Banking transactions and you must notify us of any errors, unauthorized signatures, alterations, forgeries, fraud or other claims as soon as possible but in no case more than thirty (30) calendar days after we provided or otherwise made available to you the first statement on which the problem or error first appeared. If you do not notify us by then, you waive all claims you may have against us regarding these problems.

Records Online Banking Services

Any Online Banking records are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting, and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file, or entry until ten Business Days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

Statements

You will continue to receive your regular account statement depending on the type of account and frequency you requested. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Communications and Amendments

Except as otherwise provided in this Agreement, all communications and amendments to this Agreement that are required to be sent to you will be effective when we make available to you via Online Banking or our website or mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means.

Electronic Notices/E-Mail

You may use e-mail through our secure messaging system to contact us about inquiries, maintenance, and/or certain problem resolution issues. Regular e-mail may not be a secure method of communication; therefore, we recommend you do not contact us regular e-mail. There may be times when you need to speak with someone immediately (especially to report lost or stolen Security Credentials or a lost or stolen mobile access device, including without limitation your mobile phone, tablet or computer, or for a stop payment). In those cases, do not use e-mail (secured or regular); **please contact us immediately at 800.905.7725** or you can write to us at:

Urban Partnership Bank
Attention: Customer Service
PO Box 19260
Chicago, Illinois 60619-0260

Address or Other Changes

It is your sole responsibility to ensure that the contact information with us is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses.

Governing law

Regardless of where you live or work or where you access our Online Banking, this Agreement is subject to the federal law of the United States of America and the laws of the State of Illinois. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

Third Party Indemnification

Except to the extent that we are liable under the terms of this Agreement, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or other costs (including attorneys' fees) arising from:

- 1) A third-party claim, action, or allegation of infringement, misuse, or misappropriation, based on information, data, files, or other materials submitted by you to us.
- 2) Any fraud, misrepresentation, manipulation, or other breach of this Agreement.
- 3) Your violation of any law or rights of a third party.

Third Party Links

Our Online Banking may offer links to other sites not operated by us. These links are provided for your convenience and only are offered for your use at your own discretion. We cannot attest to the content or accuracy of information provided by these linked sites, and does not provide, endorse, or accept responsibility for the product, service, or overall content available on third party websites. We do not represent you or the third party site in any transaction you may enter into with the third party. The privacy and security policies of the third party website to which you are linking may differ from ours. You should review the privacy or security disclosures on each third party site for further information. Third party websites may provide less security than websites operated and maintained by us.

Waivers

No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

Recording

You agree that we may tape record any telephone conversations you have with us regarding the Services. However, we are not obligated to do so and may choose not to in our sole discretion.

Fee Schedule

Refer to our schedule of banking fees

Privacy

We protect the confidentiality of your financial information. We do not disclose information about your account or transactions in your account except to an owner or authorized agent as required or permitted under applicable law and as set forth in the terms of our Privacy Policy, which was provided to you and can be found [here](#).