

## SMALL BUSINESS ACCOUNT DISCLOSURE



## SERVICES AND FEES

Overdraft Item Fee	\$35.00 per paid item. Items consist of, but are not limited to, checks, in-person withdrawals, ATM withdrawals, or by other electronic means.
Insufficient Funds Charge/Return Item Fee	\$35.00 per returned item. Items consist of, but are not limited to, checks and automatic electronic payments.
Continuous Overdraft Charge	Accounts which are overdrawn 15 consecutive business days will be assessed a \$1.00 daily continuous overdraft fee
Dormant Account Fee	Account balances equal to or less than \$300.00 will be charged \$5.00 per month after 13 consecutive months of inactivity for checking and money market, after 25 consecutive months of inactivity for savings
Request for Paid Item	\$2.00 per item
Preauthorized Transfer to Prevent Overdraft	\$10.00 per daily transfer
Returned Mail Fee	\$2.00
Written Account Verification	\$5.00 per request
Returned Deposit Item Fee	\$10.00 per item
Research	\$20.00 per hour and \$2.00 for each copy
Legal Notice Processing Fee	\$100.00 each
Escheated Funds Fee	\$75.00 each
Bankruptcy Order	\$5.00 per payment
Early Account Closing Fee	Accounts closed within 90 days of opening will be charged a service fee of \$25.00
Negotiable Instruments on Canadian Banks/Foreign Check Collection	\$10.00 per item
Replacement Fee for Debit Card	\$10.00 per card
Express Delivery Fee – New or Replacement Debit Card	\$35.00 per card
Closing Account by Mail	\$5.00 (if check issuance required for closing balance)
Stop Payment Order	\$35.00 per item. The stop payment order is effective for six (6) months. A stop payment order may be renewed for an additional six months if renewed during the effective time period.
Official Checks	\$6.00 per check for customer
Coin Counting	No charge for customer; 10% of total for non-customer
MasterCard® Gift Cards	Special order only – see teller for details
Night Drop Services	Zipper Bag – \$5.00 per bag; Locking Bag – \$25.00 per bag; Lost Key – \$10.00 per key
Collections	\$30.00 per item
ATM Foreign Transaction Fee	\$1.00 (Indiana cardholders are exempt from fee)
Busey Debit MasterCard®	Purchases made internationally will incur a cross border fee of 0.90% of the transaction amount, as well as a currency conversion fee of 0.20% where the transaction requires a currency exchange
Medallion Signature Guarantee	\$30.00 per signature; allow 2 business days for processing
eBank Bill Pay Overnight Delivery (Electronic)	\$4.95
eBank Bill Pay Express Delivery (Paper Checks)	\$19.95 next day service; \$14.95 for two-day service
eBank Bill Pay Stop Pay	\$35.00 per item. The stop payment order is effective for six (6) months. A stop payment order may be renewed for an additional six months if renewed during the effective time period.

# **BUSEY BANK**

## **CHECK CLEARING POLICIES, AVAILABILITY OF FUNDS AND COLLECTION OF CHECKS**

---

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks which you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit after the cut-off times listed, or on a day that is not considered a business day, or on a day that we are not open, we will consider that the deposit was made on the next business day that we are open.

Schedule of Cut-off Times:

- Branches: Close of business
- ATMs: 4:00 pm CT
- Online Banking: 6:00 pm CT
- Mobile Remote Deposit: 5:00 pm CT
- Anytime Line: 6:00 pm CT

Funds mailed to us will be considered deposited on the business day they are received and processed by us. Funds deposited to a night depository, lock box or similar facility will be considered deposited on the business day they are removed from such facility and processed.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit which are returned to us unpaid and for any other problems regarding your deposit.

### **Longer Delays May Apply**

In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take the action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the prior six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### **Holds on Other Funds**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **Deposits at Automated Teller Machines**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

### **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on Busey Bank will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

### **What Is a Substitute Check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What Are My Rights Regarding Substitute Checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal.

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 1-800-67-BUSEY (672-8739) or by mail at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: account number, check number, the name of the person to whom you wrote the check, and the amount of the check.

## Overdraft Advantage® Statement

---

*The Terms and Conditions of Your Account controls the duties, obligations and rights of the accountholder and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account, and Busey Bank ("Bank") with regard to your checking account. The Terms and Conditions is incorporated herein for all purposes as if it were set forth verbatim, and its terms shall control any possible conflict between any provision of the Overdraft Advantage® Statement and the Terms and Conditions.*

Once your business account has been opened, a review will determine if your account is eligible for our Overdraft Advantage service. Under this service, the Bank may approve your reasonable overdrafts that occur. The approval of reasonable overdrafts is a courtesy and not a right or obligation. In order to be eligible for the approval of an overdraft, the account must be in good standing, which includes at least:

- making regular deposits consistent with your past practices;
- not being in default on any loan obligation to the Bank;
- not being subject to any legal or administrative order or levy.

If your account is eligible for the approval of overdrafts, we will assign an Overdraft Advantage limit based on your deposit and transaction history. The limit may be increased or decreased at the Bank's discretion based on the activity in your account. Approved items presented for payment when your account does not contain sufficient funds will be deducted from this limit.

### Current and Available Balance

It is important to understand the difference between what is listed as your current balance and your available balance. These are not always the same figures.

- Your Available Balance is the amount of money immediately available for withdrawal. This balance includes transactions that have posted to your account as well as any "pending" debit card transactions. Your available balance is reduced by the amount requested for authorization from the merchant and shows as "pending" until the merchant presents the transaction for settlement. At that time, your balances are reduced by the transaction amount. This typically takes one to three business days.
- Your Current Balance is the amount of money in your account after transactions have officially posted. These would include cleared checks as well as debit card transactions that have been finalized. Pending and memo posted transactions are not included.

The following fees will be assessed for items presented for payment when your account does not contain sufficient funds (current balance) and will be deducted from the limit:

- Overdraft Fee/Non-Sufficient Funds Fee (per paid item) = \$35.00
- Return Item Fee (per returned item) = \$35.00
- Continuous Overdraft charge = If an account is overdrawn for 15 consecutive business days, a fee of \$1.00 per day will be assessed until the account returns to a positive balance.

In addition, other applicable Bank fees and charges may also be deducted from the limit when assessed.

The Bank is not obligated to pay any item presented for payment if your account does not contain sufficient funds, and any payment by the Bank of any non-sufficient funds check or other item does not obligate it to pay any additional non-sufficient funds check or item, or to provide prior written notice of its decision to refuse to pay any additional non-sufficient funds check or item. Other items may consist of checks cashed at our banking centers, withdrawals, checks presented for payment, preauthorized automatic debits, telephone-initiated transfers, or other electronic transfers. ATM withdrawals and everyday Debit MasterCard® purchases may also be included if the depositor has elected (opted-in) to have these items paid when there are non-sufficient funds in the account.

Transactions may not be processed in the order in which they occurred and the order in which they are paid may affect the total of overdraft fees. As a general practice, the transactions will be processed by type of transaction from smallest dollar amount to largest dollar amount in the following order:

- Express or scheduled transfers initiated through eBank, the Anytime Line or through Busey Mobile app for iPad®, iPhone® and Android®, the smallest dollar amount to largest dollar amount.
- ATM Withdrawals and debit card transactions processed with a PIN, smallest dollar amount to largest dollar amount
- On-us checks and debit card transactions processed without a PIN, whether or not a signature is required, smallest dollar amount to largest dollar amount

- Automatic Clearing House (ACH) transactions, transit checks and transfers initiated with a Busey associate, smallest dollar amount to largest dollar amount.

Generally, the Bank may limit this service to only one account per household. The payment of overdrafts under the Bank's Overdraft Advantage service is within the Bank's sole and absolute discretion, and can cease at any time without prior written notice or reason or cause. Credit agencies may be notified if overdrafts are not paid as agreed. This program is automatically provided, and customers have the right to opt-out at any time by contacting the Bank in writing.

To learn more about Overdraft Advantage®, visit any of our branches or call us at 1-800-67- BUSEY (672-8739) or visit our website at [www.busey.com](http://www.busey.com). Overdraft Advantage® is a registered trademark of First Busey Corp. and licensed for use.

*Reviewed May 2021*



Reviewed October 2019

FACTS	WHAT DOES BUSEY DO WITH YOUR PERSONAL INFORMATION?		
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number, assets, or income</li> <li>■ payment history and account balances</li> <li>■ credit history and credit scores</li> </ul>		
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Busey chooses to share; and whether you can limit this sharing.		
	Reasons we can share your personal information	Does Busey share?	Can you limit this sharing?
	<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
	<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
	<b>For joint marketing with other financial companies</b>	Yes	No
	<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
	<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
	<b>For our affiliates to market to you</b>	Yes	Yes
	<b>For nonaffiliates to market to you</b>	No	We don't share
<b>To limit our sharing</b>	<p>■ Call 800-672-8739 and select the option for customer support.</p> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
<b>Questions?</b>	Call 800-672-8739 or go to <a href="http://www.busey.com">www.busey.com</a>		

Who we are	
Who is providing this notice?	Busey and its affiliates: Busey Bank, Busey Capital Management and FirsTech.

What we do	
How does Busey protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Busey collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or apply for a loan</li> <li>■ seek financial or tax advice or enter into an investment advisory contract</li> <li>■ pay your bills</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include financial companies such as Busey Bank, Busey Capital Management and FirsTech.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Busey does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include credit card companies and investment companies.</i></li> </ul>