

# PERSONAL ACCOUNT DISCLOSURE



This disclosure contains information about terms, fees and interest rates for the accounts we offer. Please refer to our rate sheet for additional disclosures.

## CHECKING PRODUCTS

### **FOUNDATION CHECKING**

- Minimum deposit to open the account is \$100.00.
- The monthly maintenance fee of \$5.00 will be waived with an ACH direct deposit or \$100 average deposit balance.
- No Minimum Balance required.
- Unlimited check writing.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.
- \$2 paper statement fee is charged monthly.

### **SENIOR CHECKING**

- Available to customers age 65 or older.
- To open account, select either a minimum initial deposit of \$100.00, or elect to have a monthly direct deposit.
- No minimum balance required.
- Unlimited check writing.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.

*Busey Online Bill Pay, Overdraft Advantage, and internal Pre-authorized Transfers to maintain a requested balance or prevent overdraft, are not available with this account.*

### **CONNECTION BANKING**

- Minimum deposit to open account is \$100.
- The monthly maintenance fee of \$5.00 will be reduced by \$0.20 for each debit card and POS transaction during statement cycle. Monthly maintenance fee will be waived for account holders under the age of 18.
- No minimum balance required.
- Unlimited check writing.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.
- \$2 paper statement fee is charged monthly.

### **TRANSITION CHECKING**

- Available for customers with adverse banking history reported to ChexSystems (loss of no more than \$1000).
- Minimum deposit to open account is \$25.
- No minimum balance required.
- Unlimited check writing.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.
- \$2 paper statement fee is charged monthly.

*Busey Overdraft Advantage will not be available with this account*

### **PILLAR BANKING**

- Minimum deposit to open the account is \$100.00.
- Minimum balance required is \$3,000 daily OR \$10,000 in total checking, savings, and money market account balance on each day in the monthly statement cycle (certificate of deposit/IRA balances do not count toward minimum balance requirement); if the account does not meet the minimum balance requirement, the maintenance fee will be \$12.00 per monthly statement cycle (Please note that this balance is different than the minimum balance required to open this account.).

- Unlimited check writing.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- Minimum balance required to earn interest is \$3000 daily.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the monthly statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.

### **HEALTH SAVINGS CHECKING**

- Minimum deposit to open the account is \$25.00.
- Minimum balance required is \$1500 daily. If the account does not meet the minimum balance requirement, the maintenance fee will be \$3.00 per monthly statement cycle (Please note that this balance is different than the minimum balance required to open this account.)
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the monthly statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.
- Contributions made to your Health Savings Account without a designation for the tax year intended (previous year or current year) will be deemed as current year contributions, in accordance with IRS guidelines.
- Reimbursements from insurance companies to be credited to your Health Savings Account must be taken to a Personal Banker for proper coding.

## **MONEY MARKET PRODUCTS**

### **MONEY MARKET ACCOUNT**

- Minimum deposit to open the account is \$100.00.
- Minimum balance required is \$2,500 daily balance. (Please note that this balance is different than the minimum balance required to open this account.)
- If the account does not meet the minimum balance requirement, the maintenance fee will be \$15.00 per monthly statement cycle.
- There is a \$6.00 charge for each preauthorized transfer over 6 per monthly statement cycle.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the monthly statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.

### **PILLAR MONEY MARKET ACCOUNT**

- Minimum deposit to open the account is \$100.00.
- Minimum balance required is \$2,500 daily balance. (Please note that the balance is different than the minimum balance required to open account)
- If the account does not meet the minimum balance requirement, the maintenance fee will be \$15.00 per monthly statement cycle.
- There is a \$6.00 charge for each preauthorized transfer over 6 per monthly statement cycle.
- Customer must maintain an **active** Pillar Banking Checking account\* to be eligible for Pillar Money Market. If an **active** Pillar Banking Checking account is not maintained then account will be converted to our standard money market account.

- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the monthly statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.

*\*Active Pillar Banking Checking account requires one ACH transaction monthly.*

## **SAVINGS PRODUCTS**

### **EVERYDAY SAVINGS**

- Minimum deposit to open is \$100.00 (\$25.00 to open a savings account for an individual under 21 years of age (minor)).
- Minimum balance required is \$300.00 daily balance. (This requirement does not apply to minors. Please note that this balance is different than the minimum balances required to open this account.)
- If the account does not meet the balance requirement the maintenance fee will be \$3.00 for that month. There is no minimum balance requirement for a minor savings account.
- A minor savings account will convert to an Everyday Savings account when minor reaches 21 years of age.
- There will be a \$1.00 fee for each withdrawal over 3 per month.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the balance in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the calendar quarter. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.

### **CORNERSTONE SAVINGS**

- Minimum deposit to open account is \$100.00.
- Customer must maintain an **active** Pillar Banking Checking account\* to be eligible for Cornerstone Savings. If an **active** Pillar Banking Checking account is not maintained then account will be converted to our Everyday Savings account.
- Minimum daily balance required is \$15,000.00.
- If the account does not meet the balance requirement the maintenance fee will be \$20.00 for that month.
- \$6 fee for each preauthorized transfer over 6 per statement cycle.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the balance in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the statement date each month. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.

### **TRANSITION SAVINGS**

- Minimum deposit to open account is \$25.00
- No monthly maintenance fee.
- Customer must maintain a Transition Checking account to be eligible for Transition Savings.
- All deposits will be for the sole benefit of the financial institution(s) owed. Withdrawals will not be allowed until the balances are paid in full.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the balance in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the calendar quarter. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.
- Requires a monthly automatic transfer of \$25 or more from Transition Checking account.

### **PREAUTHORIZED TRANSFER LIMITATIONS FOR MONEY MARKET AND SAVINGS ACCOUNTS**

As required by federal regulations, certain transfer limitations apply to Money Market and Savings Accounts:

- Up to six preauthorized transfers are permitted per money market statement cycle and on a savings<sup>®</sup> account per calendar month. Preauthorized transfers include checks, ACH debits, Busey Mastercard<sup>®</sup> Debit Card purchases, online banking transfers, online bill payments, transfers requested over the phone, and other automatic transfers.
- Withdrawals of funds made in person or at an ATM and transfers made to pay loans that you have at Busey do not count toward this regulatory limit.
- If the number of transfers exceeds the regulatory limits, a hold may be placed on your account or your funds transferred to a non-interest bearing Checking Account.

## SERVICES and FEES

Overdraft 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.
Return Item Fee	\$35.00 per returned item. Items consist of, but are not limited to, checks and automatic electronic payments.
Extended Overdraft Fee	Accounts which are overdrawn 10 consecutive business days will be assessed a \$25 extended overdraft fee.
Dormant Account Fee	Accounts with balances equal to or less than \$300.00 will be charged \$5.00 per month after 13 consecutive months of inactivity for checking, 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
Written Account Verification	\$5.00 per request
Research	\$20.00 per hour and \$2.00 for each copy
Legal Notice Processing Fee	\$50.00 each
Escheat Fee	\$50.00 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	\$3.00 per item
Replacement Fee for Debit Card	\$10.00 per card for personal accounts
Express Delivery Fee- New or replacement Debit Card	\$35.00 per card for personal account
Closing Account by Mail	\$5.00 (If check issuance required for closing balance)
IRA Transfer Request	\$25.00
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	\$5.00 per check for customer
Check Cashing for Non-Customer	\$10.00 per check
Coin Counting	No charge for customer 10% of total for non-customer
Wire Transfer	Incoming - \$15.00 per wire; Outgoing - Domestic: \$30.00 per wire Outgoing - International: \$75.00 in foreign funds; \$75.00 in US funds
Collections	\$25.00 per item

ATM Foreign Transaction Fee	\$0.00
Medallion Signature Guarantee	\$30.00 per signature
ebank Bill Pay electronic overnight delivery	\$5.00
ebank Bill Pay overnight check delivery	\$25.00
ebank Bill Pay inactivity fee	\$5.00 per month will be assessed for each user enrolled in Bill Pay after no bill pay activity for two consecutive months.
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.
External Transfer Fees:	Standard Inbound-NC Standard Outbound-NC Express Inbound/Outbound Transaction-\$5.00 POP Money-NC POP Money Next Day-\$5.00 Request Money-\$1.00
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.

## **BUSEY BANK**

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

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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: 2:00 pm CT

Online Banking: 6:00 pm CT

Mobile Remote Deposit: 2:00 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 \$200 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 \$5,000 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 \$5,000 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 \$5,000 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 \$5,000 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 1st 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 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 Support 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.

## **BUSEY BANK ELECTRONIC FUNDS TRANSFER (EFT) CUSTOMER AGREEMENT AND DISCLOSURE**

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This agreement is entered into between Busey Bank (referred to as "Bank", "we", "us", and/or "our") and any customer (referred to as "you" or "your") of the Bank utilizing any of the electronic funds transfer services described in this agreement. Disclosures are made in compliance with the Electronic Funds Transfer Act and cover your and our rights and responsibilities if you utilize any of the electronic funds transfer services available through the Bank or elect to utilize any of these services in the future. If you currently utilize any of the electronic funds transfer services offered, this agreement replaces all previous Electronic Funds Transfer agreements and disclosures. Please read this disclosure carefully and keep a copy for future reference.

### **TYPES OF ELECTRONIC FUND TRANSFERS**

#### **ONLINE BANKING**

Online Banking Services are those services that allow you to access your accounts and pay bills by computer through the Internet. To subscribe to the Online Banking System, you must have at least one account with the Bank. You may use Online Banking for the following types of transactions and services:

- Transfer funds between specified checking, savings and loan accounts.
- External transfer of funds
- Obtain balance information on your deposit and loan accounts.
- Review account activity history.
- Bill Payment Service (optional)
- Place stop payments
- Access your Checking and Savings account statements (optional)
- Deposit checks using the optional mobile application

**Bill Pay:** If you elect to have the Bill Pay option, you may use online banking to make bill payments. A checking account is required for this service. Funds for all bill payments will be debited from your specified checking account on the day the payment is scheduled to be transmitted to the receiver. All online banking payments require sufficient time for the receiver to process the payment and credit your account. We recommend that you contact your individual payee(s) for restrictions that may apply. We are not liable for any service fees or late fees levied against you by payees you select to receive payments through the Bill Pay service. There is a limit of \$9,999.99 for a single bill payment and a daily limit of \$19,999.99 for all bill payments.

You may not make payments to federal, state or local tax agencies or payments of alimony, child support or other governmental fees or court-directed payments using Bill Pay.

You agree to promptly notify us at the address(es) set forth in the section entitled "In Case of Errors or Questions About Your Electronic Transfers" if you receive notice from a payee that a payment you made using Bill Pay has not been completed or remains unpaid. We will not be liable to you for any damages (including, but not limited to, actual, direct, indirect, special or consequential damages) to the extent that your failure or delay in notifying us that a bill payment was not made prevents us from avoiding or alleviating such damages.

You are responsible for any monetary loss or penalty that you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account to pay a bill payment that you have requested.

You agree to notify us in writing if you decide to discontinue the Bill Pay service.

**Limitation of Amount and Frequency of Mobile Deposit Transactions:** Mobile deposit of checks is limited to a single deposit of \$2,000.00 and an aggregate total of \$2,000.00 per business day and \$6,000.00 in a rolling 30-day period. Higher limits may be requested and granted if the account meets certain conditions: The account must be opened at least twelve months, must have regularly monthly deposits and must have Mobile Deposit transaction history. Higher limits if granted would be deposit of checks limited to a single deposit of \$5,000.00 and an aggregate total of \$5,000.00 per business day and \$25,000.00 in a rolling 30-day period.

**Limitation of Amount and Frequency of External Transfer Transactions:**

*General External Transfer:* Busey offers External Transfer services by means of electronic transfers. These services include both one-time transfers and recurring transfers.

To subscribe to External Transfer:

- Customer must have at least one checking, savings or money market account with Busey.
- Customer must make each External Transfer request for an amount not to exceed \$2,000.00 with a cumulative rolling 30 day period not to exceed \$6,000.00.

*External Transfer Options:*

- Standard External Transfer both Inbound and Outbound, require a minimum of 3 business-days for the transfer to be completed.
- Next Day External Transfer, both Inbound and Outbound, require a minimum of 1 business-day for the transfer to be completed.

*Qualification Requirements for the Next Day External Transfer:*

- Customer must have no history of negative activity or NSF items related to External Transfer.
- Customer must have completed a Standard External Transfer in the amount of at least \$500 and 60 days must have passed since the date of the Standard External Transfer.
- For Outbound Next Day External Transfer Busey account must have an available balance of \$750 over the amount of the requested Transfer.

*"POP" Money External Transfer:* Busey offers the ability to electronically transfer to individuals using the recipient's email address, mobile phone number or account information.

- Customer must make each "POP" money request for an amount not to exceed \$2000 per transaction with a maximum of \$2,000 limit per day with a cumulative rolling 30 day period total not to exceed \$6,000.00.
- The Recipient must complete the process in order to obtain the money within 30 days or the funds will be returned to Customer.

*External Transfer fees include:*

o Standard Inbound	NC
o Standard Outbound	NC
o Express Inbound/Outbound	\$5.00
o POP Money	NC
o POP Money/next day	\$5.00
o Request Money	\$1.00

**Request for Password:** You hereby request and apply to us to activate a Password to be used by you to make transfers by use of a computer between accounts now or later designated by you and us through our Online Banking System. You will be asked to create your own Password during New User registration. If you forget your password, and if you have a phone number on file under Security Contacts, you may utilize the "Forgotten Password" feature in order to reset your password. If you elect to use this feature you may be required to obtain a one-time passcode which will be sent to you by text message or automated voice call. Once you enter your temporary password and one time passcode (if required) you must select a new password before proceeding to your account. If you choose not to use the Forgotten Password feature, you must contact the Bank to obtain a temporary password that you will then be required to change.

**Touch ID for Mobile Access via Apple Devices:** Busey provides an alternate method of identification using built-in, fingerprint-sensory technology for customers who have the following devices: iPhone 5s running iOS 8 or higher, iPhone 6, iPhone 6 Plus, iPad Air 2, or iPad Mini 3. Mobile Banking Apps cannot discern between the fingerprints of individuals that are enrolled on the device. The Bank is only informed whether or not the fingerprint is valid, which means that it was successfully added to the device's fingerprint repository and not whether that fingerprint belongs to the owner of a certain username. Customers are informed of this limitation directly within the Mobile Banking App. The security model is based on the assumption that that device's owner trusts all individuals who access their device and use Touch ID. If the customer has multiple unique logins with Busey, Touch ID can only be used with a single login per device. End users who log in with Touch ID will have the same level of access to the app as if they had entered a valid username and password. If a customer gives someone Touch ID access to your device, you are authorizing that person to use your Mobile App service, and you are responsible for all transactions that person performs while using your Mobile App service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions.

**Computer Requirements:** You are responsible for the installation, maintenance and operation of your computer and your software. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. The Bank is not responsible for any computer virus related problems that may be associated with the use of the Online Banking system. The Bank shall have no liability to you for any damage or other loss, direct or consequential, that you may suffer or incur by reason of your use of your computer or your software. The Bank makes no warranty to you regarding your computer or your software, including any warranty of merchantability or fitness for a particular purpose.

**Third Party Software; Virus Protection:** The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with Online Banking (e.g., Quicken). The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your computer, diskettes and software using a reliable virus product to detect and remove any viruses found. Undetected viruses may alter corrupt, damage or destroy your programs, files and even your computer. Additionally, you may unintentionally transmit the virus to other computers, diskettes and software.

## **CARD SERVICES**

Card Services are those services that allow you to access your accounts using a card at an Electronic Funds Transfer Terminal ("Terminal"). You may use your Busey MasterCard® Debit Card ("Card") to do the following:

- Make withdrawals from specified checking and savings accounts;
- Make deposits to specified checking and savings accounts at specified terminals;
- Make transfers of funds between specified checking and savings accounts;
- Obtain balance information from your designated accounts;
- Pay for purchases from merchants that have agreed to accept the Card at a point of sale ("POS transaction");
- Obtain a checking account cash advance at any financial institution that honors MasterCard®.

Some of these services may not be available at all Terminals or merchants or with all Cards. Other banking services may be made available through use of the Card in the future. Your Card may not be used for illegal transactions.

For POS transactions, the Bank has the right to place a temporary hold on your account in an amount equal to the authorization amount received through the MasterCard® system. In certain circumstances, MasterCard® permits the authorization amount to be estimated and the amount may exceed or be less than the final amount of the transaction.

The Bank has the right to refuse a transaction on your account when your Card has been reported lost or stolen or when the Bank reasonably believes there is unusual activity on your account.

You understand and agree that payments may not be stopped on any Card transaction.

**Request for Card and Personal Identification Number:** You hereby request and apply to us to activate and issue a Card together with a Personal Identification Number ("PIN") to be used by you to make transactions at Terminals or merchants that have agreed to accept the Card at a point of sale. A new account must have a minimum balance of \$100.00 for a debit card to be issued.

**Limitations of Amount and Frequency of Transactions:** As a security measure, when using your Card at an ATM or a merchant, the Bank will limit the amount that may be withdrawn from your account over certain periods of time. Debit Card and ATM transactions are authorized from the available balance in your checking account plus any available Overdraft Advantage limit, if applicable. Purchases requiring either your signature or a PIN and cash authorizations are limited to a total of \$2000 each 24 hour period. You may make ATM withdrawals in an amount of up to \$500 per 24 hour period. For security reasons, there may be times when we further limit the amount and frequency of your Card transactions. The privilege of using the Card in no way constitutes an absolute right to withdraw all funds from your account through the use of the Card.

**Fees and Charges:** There is no charge for ATM withdrawals at machines owned by us. There will be a \$1 charge for each transaction at Automated Teller Machines (ATMs) not owned by us. This fee does not apply to the checking accounts of customers with the Pillar Checking product. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Up to six preauthorized transfers are permitted per statement cycle for Money Market or Savings Accounts.

- Preauthorized transfers include checks, ACH debits, Busey MasterCard Debit Card purchases, online banking transfers, online bill payments, transfers requested over the phone, and other automatic transfers.
- Withdrawals of funds made in person or at an ATM and transfers made to pay loans that you have at Busey do not count toward this regulatory limit.

The following Fees and Charges apply if the transaction limitations are exceeded:

- \$6.00 charge for each preauthorized transfer over six (6) per monthly statement cycle from the Money Market account.
- \$1.00 charge for each withdrawal over three (3) per month for Regular Savings or Minor Savings accounts.

We reserve the right, upon twenty one (21) days' written notice, to change any fee pertaining to electronic funds transfer services.

**Payment:** Each time you use your Card, the amount of the transaction will be debited from your account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for Card transactions. We may, but do not have to, allow transactions that exceed your available account balance or available line of credit. If the Bank authorizes a transaction that overdraws your account, the Bank may assess a fee for any overdraft. If you use your card to access an account that is no longer available to complete a transaction, the Bank may, at its sole discretion, charge or credit the transaction to another account.

**International Transactions for MasterCard® Debit Card:** International transactions made with your MasterCard® Debit Card may be processed by either the MasterCard® or Cirrus network. Each time you use the Card to purchase goods or services or to obtain cash from your Account, you authorize the Bank to debit or credit your Account in the same way other transactions for your Account are handled. If you have transactions using the Card in a currency other than U.S. Dollars, they will be posted to your Account and converted to U.S. Dollars at a rate selected by MasterCard® or Cirrus from the range of rates available in wholesale currency markets for the applicable central processing date. The rate may vary from the rate MasterCard® or Cirrus itself receives or the government-mandated rate in effect for the applicable central processing date.

**The following fees will be assessed on all International Busey MasterCard® Debit Card transactions:**

- A .20% (twenty basis points) Currency Conversion Fee will be assessed on International transactions where Cirrus, MasterCard or Maestro has performed a currency conversion function.
- This fee will be based on either a government mandated exchange rate, or a wholesale exchange rate selected by Cirrus, MasterCard, or Maestro and the rate used will be the applicable rate on the day the transaction was processed, which may differ from the date of the transaction or when it posted to the cardholder's account.
- A .90% (90 basis points) Cross Border Fee will be assessed on all International transactions whether or not a currency conversion function was performed by Cirrus, MasterCard, or Maestro.

**Documentation:** You can get a receipt at the time you make any transfer greater than \$15 to or from your account at a Terminal or Point of Sale.

**Card Ownership and Cancellation:** You acknowledge that the Card has been issued by us and remains our property and may be revoked or cancelled at any time without prior notice to you. You agree to surrender immediately the Card to us upon demand. You may elect to cancel at any time by surrendering and returning the Card. Cancellation by you shall not become effective until the Card is actually received by us. The Card may be closed by the bank if not activated within 90 days of issue or if not used at least once during any consecutive twelve (12) months period.

## **BANK BY PHONE**

Telephone Transfer Services are those services that allow you to transfer funds between your accounts by use of a telephone. This includes use of our Anytime Line (automated 24 hour telephone access) and your transfer requests made by telephone to one of our associates. You may access your deposit accounts by using a personal identification number (PIN) assigned to you and your account number when calling our Anytime Line. At the present time, you may use the system to:

- Make transfers of funds between specified checking and savings accounts;
- Make loan payments between specified loan, checking and savings accounts;

**Request for Personal Identification Number:** You hereby request and apply to us to activate a PIN to be used by you to make transfers by use of a telephone between accounts now or later designated by you and us through our Anytime Line.

## **PREAUTHORIZED TRANSFERS**

A Preauthorized Electronic Funds Transfer is any transfer of money performed by means of a computer or other electronic means that you authorize a third party in advance to make through the Bank at substantially regular intervals. By proper written authorization, you may perform the following types of preauthorized Electronic Transfers with respect to checking or saving accounts now or later designated by you and us through our Funds Transfer System:

- Direct deposit of amounts from your employer, U.S. Treasury Department, or other financial institutions to your specified checking or savings account;
- Make loan payments by having amounts sent directly to us for application to specified loans with us;
- Make transfers (such as bill payments) from your accounts with us to persons authorized to receive them; and
- Make other Electronic Funds Transfers that are acceptable to us.

Some of these services will not be available with certain employers. Other banking services may be made available through the use of Preauthorized Electronic Funds Transfers in the future.

We reserve the right, upon twenty one (21) days' written notice, to change any fee pertaining to electronic funds transfer services.

**Right to Stop Payment and Procedure for Doing So:** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Call us at 1-800-67-BUSEY (672-8739) or write to us at Busey Bank, Attention: Customer Support Center, P.O. Box 4028, Champaign, IL 61824 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we shall also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you our normal stop payment fee for each stop payment order you give. You may also be able to stop payment on certain other electronic transfers, such as those you authorize individually by telephone or on the Internet, or transactions resulting from conversion of your checks, provided you notify us in time to act on your request.

**Notice of Varying Amounts:** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfer:** If you properly order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages.

#### **Pre-Authorized Transfer Limitations for Money Market and Savings Accounts**

**Fees and Charges:** Up to six preauthorized transfers are permitted per statement cycle for Money Market or Savings Accounts.

- Preauthorized transfers include checks, ACH debits, Busey MasterCard Debit Card purchases, online banking transfers, online bill payments, transfers requested over the phone, and other automatic transfers.
- Withdrawals of funds made in person or at an ATM and transfers made to pay loans that you have at Busey do not count toward this regulatory limit.

**The following Fees and Charges apply if the transaction limitations are exceeded:**

- \$6.00 charge for each preauthorized transfer over six (6) per monthly statement cycle from the Money Market account.
- \$1.00 charge for each withdrawal over three (3) per month for Regular Savings or Minor Savings accounts.

## **ELECTRONIC CHECK CONVERSIONS**

Your check can result in an electronic funds transfer. This can happen in several ways. For example, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases;
- Pay bills.

At the time you offer a check to the merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds.

## GENERAL PROVISIONS

**Authorization of Transactions:** Each use of the Card and PIN (if applicable), or delivery of your written authorization, shall be deemed your written signature authorization, and an order for us to make the transaction or transactions designated by you. You agree to be liable to us for all transactions done by, for, or on behalf of you by use of an electronic funds transfer service.

**Security of Card, PIN and Passwords:** You understand and acknowledge that the security of any Account accessible through use of the Card depends upon maintaining possession of such Card and the secrecy of the assigned PIN, and that the security of any Account accessed through Online Banking depends upon maintaining the secrecy of the chosen Password. You agree not to disclose or otherwise make your Card, PIN, or Password available to anyone not authorized to sign on your accounts. You also agree not to write the PIN on the Card or on any item kept with the Card. If you authorize anyone to use your Card, PIN, or Password that authority shall continue until you specifically revoke such authority by notifying the Bank. If you fail to maintain the security of your Card, PIN or Password, and the Bank suffers a loss, we may terminate your EFT services immediately. Unless you initiate the phone call, under no circumstances should a Bank employee request your Pin or Password through Online Banking, over the Internet or through other contact. Do not respond to any such request, even if the person claims to represent the Bank.

**Overdrafts:** If an overdraft is inadvertently created in any account due to an electronic funds transfer service, you agree to repay the overdraft immediately, plus the usual overdraft/return item fees and extended overdraft fee. If improper overdrafts become a frequent occurrence, we may cancel this Agreement.

**Periodic Statements:** You will be provided a monthly account statement, unless there are no transfers in a particular month. In any case, the statement will be provided at least quarterly.

**Preauthorized Credits:** If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, you can call us at the telephone number listed in this brochure to find out whether or not the deposit has been made.

**Time of Transaction:** All transactions are subject to additional proof and verification, which may result in a delay of posting transactions to your account. Additional delay of payments, or the posting of transactions, may occur when the transactions are made on a Saturday, Sunday or Bank holiday, or on any other day after our business day cutoff time; usually such transactions will be effective on the next banking day.

Any demand item, for example, a check, that is included in a deposit or payment transaction shall not be considered to have been presented for payment until after the demand item has been processed, physically removed from the Terminal (if applicable) and an attempt to collect the items is made.

**Business Day:** Our business days for purposes of this Agreement, including processing of claims of errors or performing other internal functions, are Monday through Friday. Holidays are not included.

**Transactions Subject to Account Rules:** Each electronic funds transfer shall be governed by this Agreement and subject to the rules, regulations and agreements existing from time to time between you and us with respect to each account to which the transaction relates. Such rules, regulations and agreements are incorporated herein by reference.

**Joint and Several Obligations:** You agree that the obligations assumed by you in the Agreement shall be the joint and several obligations of all account holders of any designated account.

**Your Liability for Unauthorized Electronic Transfers:** Tell us at once if your Card, PIN or Password has been lost or stolen or you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of minimizing possible losses. You could lose all the money in your Account plus the maximum authorized credit amount on lines of credit. If you tell us within two (2) business days after you learn of the theft of



your Card, PIN, or Password, you can lose no more than \$50 if someone used your Card, PIN or Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss of your Card, PIN or Password, and we can prove we could have stopped someone from using your Card, PIN or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods.

**Additional Limit on Liability for Debit MasterCard®:** You will not be liable for any unauthorized transactions using your lost or stolen Debit MasterCard® provided that:

- You must notify us promptly (generally within two (2) business days) after learning of the loss of your Card, PIN or Password.
- You have exercised reasonable care in safeguarding your card.
- This additional limit of liability does not apply to commercial cards.

**Telephone Number and Address to Be Notified in the Event of Unauthorized Transfer:** If you believe your Card, PIN or Password has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call 1-800-67-BUSEY (672-8739) or write to us at Busey Bank, Attention: Customer Support Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission. Any other notice to us permitted or required by this Agreement should be addressed to us at the address indicated.

**Our Liability for Failure to Make Transfers:** If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages, as the law requires. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money available for use in your account to make the transfer, or if your Card is damaged.
- If the transfer would go over the credit limit on your overdraft line or your authorized Line of Credit.
- If the Terminal where you are making the transfer does not have enough cash.
- If the account is frozen because of a court order or other similar reasons.
- If circumstances beyond our control (such as a fire or flood) prevent the transfer despite reasonable precautions we have taken.
- If necessary authorizations are terminated by operation of law in certain circumstances such as death or legal disability.
- If the Terminal was not working properly and you knew of the breakdown when you started the transfer.
- If we do not receive the necessary transfer data from a third party.
- If the transfer data we receive from a third party is erroneous or incomplete.
- If equipment necessary to process and post your deposit mal functions or breaks down.

**Notices and Communication:** Except as otherwise noted in this Agreement, all notices required to be sent to you will be effective when we mail them to the last known address that we have for you in our records or when we make such notices available to you through our Online Banking System or at the last known email address that we have for you in our records. Notices from you will be effective when received by mail at the address specified in this Agreement.

**Disclosure of Account Information to Third Parties:** We will disclose information to third parties about your account or the transfers you make: (1) when it is necessary to complete transfers; or (2) to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (3) in order to comply with government agency or court orders; or (4) if you give us your written permission; or (5) to provide information regarding improper use of an account or Card.

**Modification or Termination of Customer Agreement:** You agree that we may amend or modify the terms and conditions of this Agreement at any time, including partial or complete termination, upon prior written notice to you mailed to the address indicated in our account records. We agree to provide you at least twenty-one (21) days' written notice for any change which would result in increased liability for you, fewer types of available Electronic Funds Transfers or stricter limitations on the frequency or dollar amount of transfers. However, we may make an immediate change without notice if necessary to maintain or restore the security of this System or any account. If such a change is to be made permanent, written notice will be provided to you within 30 days after the change has been made permanent unless disclosure would jeopardize the security of the System or Account.

**Applicability of Federal and State Law:** Busey Bank is an Illinois State Banking Corporation with its main office located in Illinois. As a result, to the greatest extent allowed by law, the terms and conditions of your deposit accounts and services will be governed by applicable federal laws and regulations and the laws of the State of Illinois, including (but not limited to) the Uniform Commercial Code of Illinois. To the extent not allowed by applicable federal and Illinois law, the laws of the state where your account is maintained will govern. These laws and regulations as applied to your deposit accounts are called "Applicable Law."

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us, or write us, at the telephone number or address listed below as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we mailed or otherwise made available to you the first periodic statement on which the problem or error appeared.

Call: 1-800-67-BUSEY (672-8739)  
Write: Busey Bank  
Attention: Customer Support Center  
P.O. Box 4028, Champaign, IL 61824

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, it must be to the specified telephone number, and we may require that you send us your complaint or question in writing within 10 business days, using forms supplied by us. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation; we may charge you a reasonable fee for that service.

The resolution of errors concerning advances from credit accounts or other lines of credit shall be governed by the terms of the credit line agreement.

## Overdraft Advantage® Statement

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*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 personal account (one primarily used for personal and household purposes) has been open for at least 30 days, 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. **Please note that this review and the process to make your account eligible could take up to 2 weeks.** 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/NSF Fee (per paid item) = \$35.00
- Return Item Fee (per returned item) = \$35.00
- Maximum Overdraft/NSF fees and Returned Item fees daily = \$175 for consumer accounts (No maximum for Business coded accounts)
- Extended Overdraft fee = If an account is overdrawn for 10 consecutive business days a fee of \$25 will be assessed

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, small business ebank, the Anytime Line or through Busey Mobile and the 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 dollaramount.

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.

# Terms and Conditions of Your Account

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**(11 Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**(21 Agreement.** This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue

to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Indiana and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common **transactions;**
2. establish rules to cover transactions or events which the law does not regulate;

3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**(3) Liability.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs

and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**(4) Deposits.** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. A tual credit for deposits of: or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

#### **(5) Withdrawals.**

**Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we

approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A Temporary Debit Authorization Hold Affects Your Account Balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction

will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on **ATM** and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an **ACH** debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can **NOT** rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid

overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

#### **(6) Ownership of Account and Beneficiary**

**Designation.** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account.** This is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common).** This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common).** This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust Account/In Trust For (pursuant to the Multiple Party Account statutes in Indiana Code ch. 32-17-11 et. seq.).** If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Pay-on-Death Account with LDPS (pursuant to the Transfer on Death Property Act statutes in Indiana Code ch. 32-17-14 et. seq.).** If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless all persons creating the account die. If a named beneficiary does not survive all persons that created the account, that beneficiary's right to a transfer on death transfer belongs to that beneficiary's lineal descendants per stirpes (LDPS) who survive all persons that created the account. LDPS means that group of people that are the lineal descendants of a beneficiary who will take, in place of the beneficiary they have survived, the beneficiary's share as determined under Indiana law. In order for a lineal descendant to take in place of a beneficiary, the lineal descendant must survive the death of that beneficiary. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Pay-on-Death Account No LDPS (pursuant to the Transfer on Death Property Act statutes in Indiana Code ch. 32-17-14 et. seq.).** If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares unless otherwise designated in writing, without right of survivorship. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.



**Additional Transfer on Death Property Act Rules. If**

there are multiple primary beneficiaries and a primary beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving primary beneficiary is allocated among the surviving primary beneficiaries in the proportion that their shares bear to each other. If there are no surviving primary beneficiaries and there are no substitutes for the nonsurviving primary beneficiaries under the LDPS rules, the property belongs to the surviving contingent beneficiaries in equal shares or according to the percentages or fractional shares stated in the designation. If there are multiple contingent beneficiaries and a contingent beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving contingent beneficiary is allocated among the surviving contingent beneficiaries in the proportion that their shares bear to each other. If no beneficiary survives all persons creating the account, the property belongs to the estate of the owner unless directed to a substitute beneficiary under the LDPS rules.

**(7) Business, Organization, and Association**

**Accounts.** Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity,

**(8) Stop Payments.** Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If

the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires, A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item, Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item),

**(9) Telephone Transfers.** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**(10) Amendments and Termination.** We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law, We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice, If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**(11) Notices.** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided

elsewhere, if any, We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

#### (121 Statements.

**Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries.** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the **circumstances, but will not, in any circumstance, exceed** a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your Duty to Report Other Errors.** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors Relating to Electronic Fund Transfers or Substitute Checks** (*For consumer accounts only*), For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights,

**(131 Direct Deposits.** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**( 141 Temporary Account Agreement.** If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time,

**( 151 Setoff.** We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date,

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**( 161 Check Processing.** We process items mechanically by relying solely on the information encoded in magnetic

ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

(171 Check Cashing. We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**( 181 Truncation, Substitute Checks, and Other Check Images.** If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**( 191 Remotely Created Checks.** Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**(201 Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

(21 I ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**(221 Facsimile Signatures.** Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**(231 Authorized Signer (Individual Accounts only).** A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner.

However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**(241 Restrictive Legends or Endorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**(251 Account Transfer.** This account may not be transferred or assigned without our prior written consent.

**(261 Endorsements.** We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

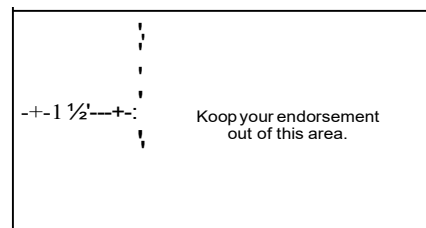
As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.

Name	7654
Address, City, State	----- ○'O -----
Pay to the order of	\$ _ dollars
Bank Name and Location	
Memo	
1:12:11,si,;?aci,:	1i,s1,

LRONTCEFCHECK

;:=====TRAILING EDGE

YOUR ENDORSEMENT MUST  
'BE WITHIN THIS AREA



BACK OF CHECK

It is important that you confine the endorsement information to this area since the remaining blank space **will** be used by others in the processing of the check to place additional needed endorsements and information. You agree that you **will** indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

**(271 Death or Incompetence.** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**(281 Fiduciary Accounts.** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**(29) Credit Verification.** You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**(30) Legal Actions Affecting Your Account.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**(31) Security.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our

negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**(32) Telephonic Instructions.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**(33) Monitoring and Recording Telephone Calls and Consent to Receive Communications.** Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to your account, and as authorized by applicable law and regulations.
- ◆ Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**(34) Claim of Loss.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit

containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**(35) Early Withdrawal Penalties** *(and involuntary withdrawals)*. We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**(36) Address or Name Changes.** You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We **will** attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**(37) Resolving Account Disputes.** We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**(38) Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we

do not have to notify you unless required by federal Regulation CC or other law.

**(39) Additional Terms.**

# BUSEY BANK

## ADDITIONAL TERMS AND CONDITIONS OF YOUR ACCOUNT

**Notifying Us of Inaccurate Information Reported to the Credit Bureau.** You have the right to notify us if we report any inaccurate information about your account to the credit bureaus. Such notice should be sent in writing to us at Busey Bank, Attention: Customer Support Center, P.O. Box 4028, Champaign, IL 61824.

**Restructuring of Checking Accounts for Federal Reserve Regulation D:** From time to time, the Bank may restructure your checking account for purposes of Federal Reserve Regulation D. This will not affect the availability of funds of your checking account. Your checking account may consist of two sub-accounts, a transaction account and a non-transaction account. Busey Bank may make transfers between your checking account's two sub-accounts based on your account's activity. Your account statement will reflect the account as a single account and will not reflect the sub-accounts or transfers between sub-accounts in any way.

**Account Statements.** If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

**Deposit Rules.** The following terms apply to deposits made to your Account: (a) Endorsements. You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1 1/2 inches from the left side of the item when looking at it from the front. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. (b) Final Payment. All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your Account.

**Withdrawal Rules.** The following terms apply to withdrawals from your Account: (a) Manner of Withdrawal. You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law. (b) Withdrawal Restrictions and Overdrafts. We do not have to allow you to make a withdrawal from your Account if you don't have sufficient available funds in your Account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all, of the withdrawals or other debits (such as charges) to your Account, we may post those withdrawals or other debits for which there are sufficient available funds in any order we may choose at our sole discretion. If there are insufficient available funds to cover some of the withdrawals or debits presented against your Account, such items will be handled in accordance with our overdraft procedures or in accordance with any other agreement you may have with us (such as an overdraft protection program). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. Checks or other items drawn on your Account against insufficient available funds may be subject to a service charge. We also may refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.

**Stale Checks.** We reserve the right to pay or dishonor a check more than six months old without prior notice to you.

**Miscellaneous Provisions.** If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for this Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

## **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

**USA PATRIOT Act Section 326:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

*What this means for you:* When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.





FACTS	WHAT DOES BUSEY DO WITH YOUR PERSONAL INFORMATION?	
Why?	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.	
What?	<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>	
How?	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?
	<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
	<b>For our marketing purposes—</b> to offer our products and services to you	Yes
	<b>For joint marketing with other financial companies</b>	Yes
	<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes
	<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes
	<b>For our affiliates to market to you</b>	Yes
	<b>For nonaffiliates to market to you</b>	No
	<p><b>Can you limit this sharing?</b></p> <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>	
Questions?	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?

We collect your personal information, for example, when you

- open an account or apply for a loan
- seek financial or tax advice or enter into an investment advisory contract
- pay your bills

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

### 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

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies such as Busey Bank, Busey Capital Management and FirsTech.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Busey does not share with nonaffiliates so they can market to you.*

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include credit card companies and investment companies.*