

# 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 and no monthly maintenance fee.
- 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.*

### **STUDENT CHECKING**

- Available to customers age 26 and under. Customers under age 18 must have an adult co-applicant on the account.
- Minimum deposit to open account is \$25.00.
- No minimum balance required and no monthly maintenance fee.
- 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*

### **STARTFRESH CHECKING**

- Available for customers with adverse banking history reported to ChexSystems (loss of no more than \$3000).
- Minimum deposit to open account is \$50.
- The monthly maintenance fee of \$9.95 is reduced to \$6.95 with a direct deposit each statement cycle.
- 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 to maintain the account is \$1.00.
- 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 \$10.00 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 \$10.00 charge for each preauthorized transfer over 6 per monthly statement cycle.
- Customer must maintain a Pillar Banking Checking account to be eligible for Pillar Money Market. If a 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 anytime.
- 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.

## **SAVINGS PRODUCTS**

### **EVERYDAY SAVINGS**

- Minimum deposit to open is \$100.00.
- Minimum balance required is \$300.00 daily balance. (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 will be a \$10.00 fee for each withdrawal over 6 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.

### **MINOR SAVINGS**

- Minimum deposit to open is \$25.00.
- No minimum balance required and no monthly maintenance fee.
- Minor Savings will convert to Everyday Savings upon the minor reaching the age of 21.
- There will be a \$10.00 fee for each withdrawal over 6 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 a Pillar Banking Checking account\* to be eligible for Cornerstone Savings. If a 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.
- \$10 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.

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

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 account per calendar month. 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 limit.

## 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 15 consecutive business days will be assessed a \$1 daily 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	\$100.00 each
Escheat Fee	\$75.00 each
Bankruptcy Order	\$5.00 per payment
Early Account Closing Fee	Accounts closed within 90 days of opening will be charged a service fee of \$25.00
Negotiable Instruments on Canadian Banks/Foreign Check Collection	\$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	\$50.00
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	\$6.00 per check for customer
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
Busey Debit Mastercard®	Purchases made internationally will incur a cross border fee of 0.90% of the transaction amount as well as a currency conversion fee of 0.20% where the transaction requires a currency exchange.
Medallion Signature Guarantee	\$30.00 per signature; allow 2 business days for processing.
<b>eBank Online Services</b>	For users of Busey's eBank Services
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 Express Delivery fee (paper checks)	\$19.95 next day service \$14.95 for 2- day service
eBank Bill Pay Stop Pay	\$35.00 per item. The stop payment order is effective for six (6) months. A stop payment order may be renewed for an additional six months if renewed during the effective time period.

## **BUSEY BANK**

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

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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: 4:00 pm CT

Online Banking: 6:00 pm CT

Mobile Remote Deposit: 5:00 pm CT

Anytime Line: 6:00 pm CT

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

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

#### **Longer Delays May Apply**

In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take the action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the prior six months.
- There is an emergency, such as failure of communications or computer equipment.

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

### **Holds on Other Funds**

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

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

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

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

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

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

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 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 Care Center, P.O. Box 4028, Champaign, IL 61824. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

**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 specified in the Busey eBank Bill Pay service agreement. 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.

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 an aggregate total of \$2,000.00 per business day and \$10,000.00 in a rolling 30-day period. Higher limits may be requested and are granted to qualifying accounts.

**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 per day.
- External Transfer both Inbound and Outbound, require a minimum of 3 business- days for the transfer to be completed.
- Person to Person (P2P) Transfers: 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 "P2P" money request for an amount not to exceed \$5000.00 per day.
- The Recipient must complete the process in order to obtain the money within 30 days or the funds will be returned to Customer.

**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 Banking 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.

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 TransferSystem:

- 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 Care 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.

## 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 Care 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 breakdown.

**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 Care 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

*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 weresetforth verbatim, and its terms shall control any possible conflict between any provision of the Overdraft AdvantageStatement and the Terms and Conditions.*

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

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

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

### Current and Available Balance

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

- Your Available Balance is the amount of money immediately available for withdrawal. This balance includes transactions that have posted to your account as well as any "pending" debit card transactions. Your available balance is reduced by the amount requested for authorization from the merchant and shows as "pending" until the merchant presents the transaction for settlement. At that time, your balances are reduced by the transaction amount. This typically takes one to three businessdays.
- 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 = \$210 for consumer accounts (No maximum for Business coded accounts)
- Extended Overdraft fee = If an account is overdrawn for 15 consecutive business days a fee of \$1 per day will be assessed until the account returns to a positive balance.

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

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

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

- Express or scheduled transfers initiated through eBank, the Anytime Line or through Busey- Mobile app for iPad®, iPhone® and Android®, the smallest dollar amount to largest dollar amount.

- ATM Withdrawals and debit card transactions processed with a PIN, smallest dollar amount to largest dollar amount
- On-us checks and debit card transactions processed without a PIN, whether or not a signature is required, smallest dollar amount to largest dollar amount
- Automatic Clearing House (ACH) transactions, transit checks and transfers initiated with a Busey associate, smallest dollar amount to largest dollar amount.

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

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



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

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

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

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