

## Overdraft Advantage® Statement

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

Once your 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 collected (available) funds will be deducted from this limit.

The Bank is not obligated to pay any item presented for payment if your account does not contain sufficient collected (available) funds, and any payment by the Bank of any non-sufficient fund check or other item does not obligate it to pay any additional non-sufficient fund check or item, or to provide prior written notice of its decision to refuse to pay any additional non-sufficient fund 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 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.

You will receive a Non-Sufficient Funds notice when items totaling more than your available balance are presented. This notice will indicate whether each non-sufficient item will be returned or paid by the bank.

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

- Overdraft 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.

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®, 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.

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