



Personal | Business | Wealth Management

## ebank Services Agreement

This Agreement is entered into between Busey Bank ("Busey") and any customer of Busey ("Customer" or "you") who subscribes to Busey ebank, our online banking service.

Customer desires to obtain certain banking services described herein by means of electronic internet access through Busey ebank system. Busey is willing to provide access to the services as described in this Agreement ("Services" or "ebank Services") on the terms and conditions set forth herein, which are accepted by Customer upon use of the ebank Services.

### 1. Busey ebank Services

Subject to the provisions of this Agreement, Customer will have Internet access to the Services described below.

- A. Transfers:** the Transfer feature of the Services is a means by which Customer may initiate transfers between two of Customer's accounts with Busey.
- B. Bill Pay:** the Bill Pay feature is a means by which Customer may direct payment of Customer's bills by Busey on a one-time or recurring basis by use of collected funds in the designated checking account of Customer.
- C. Money Manager:** Money Manager is a tool that will help Customer see where they are spending their money so they can identify ways to cut costs, save money and manage their budget. It is also an Account Aggregation tool that allows information to be displayed from other financial institutions.
- D. eStatements:** the eStatement feature is a means to receive statements and disclosures electronically and will eliminate the need to deliver same on paper through the U. S. mail.
- E. Mobile Banking:** the Mobile Banking feature is a means to retrieve online banking information such as balances and transactions and to perform specific tasks like transfers and bill payments, through mobile internet access devices, subject to the ebank Services Agreement, and a means to deposit checks from your Mobile device, subject to the Mobile Remote Deposit Annex.
- F. External Transfer:** the External Transfer feature is a means to electronically transfer funds between Busey transaction deposit accounts and transaction deposit accounts at other financial institutions with the same ownership. Funds may be transferred as a one-time event or on a recurring basis. This feature is located in Bill Pay.
- G. Card Management:** the Card Management feature is a means to control debit card availability by allowing Customer to lock/unlock card, mark card as lost/stolen, reorder a new card and activate a new card within ebank.

Additional services may be offered under this Agreement from time to time by amendment hereto, and any of the Services may be modified or terminated by Busey from time to time.

## **2. Other Accounts, Loan Agreements and Services**

The terms and conditions contained in this Agreement are in addition to those which apply to any depository accounts, loans, credit agreements or other services Customer may have with Busey, or any additional services which may be obtained from Busey with such terms and conditions being contained on signature cards, disclosures, Agreements, fee schedules, terms and conditions or any other document related to the relationship with Busey.

## **3. Definitions**

For the purposes of this Agreement, the following definitions shall apply:

- A.** "Bill Pay Request" means a payment request in a form designated by Busey, whether on paper or electronically, for Busey to make a payment on Customer's behalf to a third party.
- B.** "Business Day" means any day other than a Saturday or a Sunday, or any holidays observed by Busey. The time set for the end of the Business Day is determined by Busey from time to time based upon its standard banking procedures.
- C.** "Payment Date" means the date on which Customer has requested that Busey make a scheduled payment. It is Customer's responsibility to schedule this date sufficiently in advance of the date the payment is due to be received by the payee to assure timely payment.
- D.** "Primary Account" means the personal account at Busey owned solely by Customer that is used for the ebank Services.

## **4. Computer, Mobile Device and Software**

The ebank and Busey Mobile Services made available by Busey which are utilized by Customer are accessed via the internet by use of certain third-party computer software or via an App on a Mobile device. Customer will be required to assure any computer and browser software or Mobile device used for accessing Busey ebank and/or Mobile Services meets the minimum requirements. Busey requires any browser software operate with a minimum of 128-bit encryption. The system will work with many browsers available on the market today but works best when using Google Chrome, Firefox, Safari or Microsoft Edge.

Busey makes no representations or warranties regarding the accuracy, functionality, or performance of any third-party software that may be used in connection with Busey ebank or Busey Mobile services (e.g., Browsers, Apps, Quicken, and Personal Financial Management Software).

Customer is responsible for the installation, maintenance, and operation of your Computer, Mobile devices or your software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate your Computer, Mobile Device or your software

correctly. Busey is not responsible for any errors or failures from any malfunction of your Computer, Mobile device or your software. Busey is not responsible for any Computer virus related problems or other defects including the risk of all misdirected communications that may be associated with the use of Busey ebank or Busey Mobile services. Busey shall have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your Computer, Mobile device or your software. BUSEY MAKES NO WARRANTY TO YOU REGARDING THE EBANK SYSTEM, BUSEY MOBILE SERVICES OR ITS COMPATIBILITY WITH YOUR COMPUTER, MOBILE DEVICE, OR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **5. Busey's Liability for Failure to Make Transfers and Disclaimer of Warranty**

Busey will use its best efforts at all times to cause prompt and efficient service to be provided; however, Busey makes no warranties or representations regarding the Services and shall not incur any liability to Customer or any other person for any damages, losses, claims, liabilities or expenses, except those resulting from its own willful misconduct or gross negligence. Customer agrees Busey shall not be liable for, and hereby releases and waives any claims against Busey relating to any damage, loss or cost incurred by Customer resulting from or arising out of the acts or omissions of any third parties, including, but not limited to any Federal Reserve Bank or any other financial institution or entity receiving or transmitting transactions or funds in connection therewith. Should there be any failure in performance or errors or omissions with respect to any transmission, unless otherwise provided herein, Busey's liability shall be limited to using its best efforts to correct or cause to be corrected such failure in performance or errors or omissions. **In no event shall Busey be liable to Customer or to any third party (including Customer's customers, vendors, agents and employees) for any extraordinary, special, consequential or exemplary loss, damage, claim, liability, or expense**, even if Busey has been advised of the possibility of such loss, damage, claim, liability, or expense, unless otherwise provided by law. Busey specifically will NOT be liable:

- If, through no fault of Busey, Customer does not have enough collected funds in the account to make the transfer.
- If the funds in Customer's account are subject to legal process or other encumbrance restricting transfer.
- If circumstances beyond Busey's control (such as fire, natural disaster or technical malfunction) prevent the transfer, bill payment or other transaction, despite reasonable precautions that Busey has taken.
- If the hardware and/or software was not working properly and Customer knew about the malfunction when it started the transfer.

#### **6. License Grant and Restrictions**

Customer is granted a personal, limited, non-exclusive, non-transferable license to electronically access and use ebank Services solely to Customer's benefit. In addition, ebank Services also include any other programs, tools, internet-based services, components and any "updates" (for example, maintenance, help content, bug fixes, or maintenance releases, etc.) of the ebank Services if and when they are made available to Customer by Busey or by third party vendors. Certain ebank Services may be accompanied by, and will be subject to, additional terms and conditions. Customer is not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way the material from the ebank Services; (iii)

permit any third party to benefit from the use or functionality of the ebank Services, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to Customer under this license; (v) work around any technical limitations in the ebank Services, use any tool to enable features or functionalities that are otherwise disabled in the ebank Services, or decompile, disassemble or otherwise reverse engineer the ebank Services except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the ebank Services, prevent access to or the use of ebank Services by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the ebank Services; or (vii) otherwise use the ebank Services except as expressly allowed under this Section.

## **7. Security Access Code**

Customer will be required to establish passwords or codes for use of the Services (collectively the "Access Code") and shall be responsible for maintaining the security for access to Customer's accounts. Customer acknowledges that any third party who obtains a copy of Customer's Access Code may be able to access Customer's accounts and the Services Customer can otherwise utilize pursuant to this Agreement, and it is therefore critical for Customer to keep its Access Code secure and confidential at all times. Customer agrees to take all necessary steps to ensure its Access Code is maintained securely and confidentially and is provided only to those individuals whom Customer has authorized to have access to Customer's accounts and the services hereunder. Customer acknowledges Busey will have no means of determining whether any individual accessing Customer's accounts and the Services hereunder is doing so without Customer's authority, and Busey will rely on the fact that any access obtained with Customer's Access Code is obtained with Customer's authority unless Customer otherwise notifies Busey in advance. Customer acknowledges that it will be liable for any unauthorized use of the Access Code, subject to the limitations of the Electronic Funds Transfer Act.

As an additional security measure, the Access Code will become dormant after 180 days of inactivity. Inactivity is described as not logging on to the system. You must log on at least once every 180 days to keep your Access Code active. To resume using Busey ebank once the codes are dormant, you will have to re-establish your Access Code by calling Busey Customer Care at 1-800-672-8739. Busey encourages you to routinely scan your Computer, diskettes, flash drives, and software using a reliable virus product to detect and remove any viruses found. Undetected or unrepaired viruses may alter, corrupt, damage, or destroy your programs, files, and even your Computer. Some viruses can steal your personal information including Access Code which would allow them access to your password protected systems including Busey ebank.

Touch ID for Mobile Access via Apple Devices-Busey provides an alternate method of identification using built-in, fingerprint-sensor technology for customers who have devices that support this service. Mobile Banking Apps cannot discern between the fingerprints of individuals that are enrolled on the device. Busey 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.

## 8. Customer Information and Account Data with Busey

Customer is responsible for (i) maintaining the confidentiality and security of Access Code, passwords, security questions, and answers, account numbers, login information and any other security or access information, used by the customer to access the ebank Services and Customer's accounts with Busey (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that Customer stores or uses in or with the ebank Services (collectively, "Account Data"). Customer is responsible for providing access and assigning passwords to other users, if any, under Customer's account for the ebank Services, and ensuring that such authorized users comply with this Agreement. Customer will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through the use of the Licensee Access Information were sent or authorized by Customer. Customer agrees to immediately notify Busey if Customer becomes aware of any loss, theft or unauthorized use of any Licensee Access Information. Busey reserves the right to deny Customer access to the ebank Services if Busey reasonably believes that any loss, theft or unauthorized use of the Licensee Access Information has occurred. Customer must inform Busey of, and hereby grants Busey and Busey's third party vendors' permission to use, Licensee Access Information to enable Busey to provide the ebank Services to Customer, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services Busey may provide to Customer in the future.

Customers electing to use the Touch ID technology to access the Mobile App, must contact Busey immediately to report any lost or stolen device. In addition to contacting Busey, it is recommended to log into iCloud (<https://www.icloud.com/>) and remotely wipe their device. The customer will be liable for any transactions performed until Busey is notified of the loss/theft.

Busey will disclose information to third parties about Customer's account or online transactions:

- When it is necessary to complete transfers or bill payment or to investigate or resolve a problem related to a transfer or bill payment,
- To verify the existence and condition of the account for a third party, such as a merchant or credit bureau,
- To comply with a government agency or court orders or at the request of a Busey regulator,
- If Customer gives Busey permission.

Busey may use anonymous, aggregate information, which it collects and stores, or which is collected and stored on Busey's behalf by third party vendors, to conduct certain analytical research and help Busey to create new offerings and services for Customer. As Busey makes additional offerings and online banking services available to Customer, some of which may rely on banking information maintained in Customers' accounts, Customer will have the opportunity to participate in the services if Customer chooses. If Customer chooses not to participate, Customer does not need to notify Busey. Busey may also use anonymous, aggregate information which Busey collects and stores, or which is collected and stored on Busey's behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect Customer's interest and needs.

**9. Transaction Posting**

Customer acknowledges that Busey will process transactions only on Business Days. On Business Days, Busey will accept Transfer transactions until 6:00 PM CT. Any transactions submitted after 6:00 PM CT will be posted to the next business day's activities. See Mobile Remote Deposit Annex for deposit processing times.

**10. Customer Liability**

Customer is responsible for all transactions initiated by use of Customer's Access Code, whether or not Customer has authorized such use for the specific transaction subject to the limitations of the Electronic Funds Transfer Act. All risk with regard to proper operation of Customer's computer and browser software, the security of Customer's information (other than the information within the computer system of Busey), the presence or effect of any software viruses or other defects, and the risk of all misdirected communication shall be borne solely by Customer. Busey shall have no liability with regard to any of the foregoing, directly or indirectly.

**11. Recording and Information Downloading**

Customer acknowledges that Busey may record electronic access to accounts by means of the Services and may also record telephone communications with representatives of Busey, and Customer hereby consents to recording of all such information. Customer further agrees that Busey may download information into Customer's computer for purposes of efficient operation of Busey's website, and Customer authorizes this activity.

**12. Transaction Authorization**

Customer acknowledges that by utilizing the Services available under this Agreement Customer will be entitled to authorize various transactions electronically that otherwise would require written authorization. Customer agrees that Busey is authorized to complete each transaction initiated electronically by means of the Internet, including but not limited to transfer of funds, extension of credit under notes and issuance of checks or electronic payment.

**13. Third Party Services and Websites**

In connection with Customer's use of ebank Services, Customer may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If Customer decides to use Third Party Services, Customer is responsible for reviewing and understanding the terms and conditions governing any Third-Party Services. Customer agrees that the third party is responsible for the performance of the Third-Party Services.

The ebank Services may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are

not under Busey's control. Busey is not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. Busey does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites and the inclusion of any link in the ebank Services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by Busey of any information contained in any third party Website.

In no event will Busey be responsible for the information contained in any Third-Party Website or for Customer's use of or inability to use such website. Access to any Third-Party Website is at Customer's own risk, and Customer acknowledges and understands that linked Third Party Websites may contain terms and privacy policies that are different from Busey's. Busey is not responsible for such provisions, and expressly disclaims any liability for them.

## **14. Bill Pay**

### **General Bill Pay**

Busey offers Bill Pay services by means of electronic transfers and/or checks. These services include both single payment and recurring payment types of bill pay services. Single payment services are one-time transactions in which a single electronic transfer or check is issued upon advance request. Recurring payment services are for transfers or checks arranged in advance to be paid on two or more future dates. Customer acknowledges that Busey utilizes a third-party provider for bill pay services.

Enrollment in this service is optional. Customer is bound by the Terms and Conditions supplied by our third-party Bill Pay provider and available on the website.

### **A. Processing Requirements**

The following requirements apply to any Bill Pay request by Customer:

- i. To subscribe to Bill Pay, Customer must have at least one Primary Account with Busey. An account that requires two or more signatures to make withdrawals may not be designated as a Primary Account.
- ii. Customer must make each Bill Pay Request for an amount not to exceed \$30,000 with an accumulative daily total not to exceed \$60,000.
- iii. Customer must provide complete information about the party to whom the payment is to be made (the "Payee") to allow Busey to properly direct a payment to the Payee. Customer must also properly identify itself and the account from which such payment is to be made. Customer will schedule all Bill Pay Requests by providing the information required on-line.
- iv. Using Bill Pay, Customer can only pay payees with United States addresses. While most payments can be made using Bill Pay, Busey reserves the right to refuse to pay certain payees. Busey also reserves the right to terminate your use of the Bill Pay service. Bill Pay can be cancelled by contacting any Busey location or Customer Care.
- v. Customer must set each Payment Date at least five (5) Business Days in advance of the date on which Customer's payment is due, without regard to whether the payment is made electronically or by check. Bill Pay Requests may be specified for any Business Day. Any Bill Pay Request specifying a Payment

Date which falls on a day other than a Business Day will be scheduled by Busey to be made according to Customer choice of the following/prior Business Day.

- vi. Customer must have sufficient funds in the designated account for the requested bill payment at the time of withdrawal. Withdrawal of the amount specified in each electronic Bill Pay Request will be made the day the payment is to be processed if scheduled by 2:00 p.m. Payments scheduled after 2:00 p.m. will be processed and the funds withdrawn the next business day. Payments that are unable to be sent electronically will be sent by a customer draft (check) drawn off Customer's account with payment deducted when the check is presented to the customer's account.
- vii. Customer may not make payments to federal, state or local tax agencies or payments of alimony, child support or other governmental fees or court-ordered payments using Bill Pay.
- viii. Payment instructions must be submitted by 2:00 p.m. CT in order to begin processing on that Business Day. Payment instructions submitted after the cut-off time, will process on the next Business Day.

**B. Customer Bill Pay Liability**

Customer is responsible for prompt and timely payment of Customer's bills. Customer agrees that the methods of forwarding payments by either mail or electronic transfer are reasonable. Customer acknowledges that Busey will not be liable for any late payment charges or other charges on Customer's account due to any delayed or lost payments and shall not be liable for any losses due to causes beyond Busey's control. Customer must not permit any other party to use its account, to have access to its funds, or to make Bill Pay Requests. Customer is responsible for all bill payments authorized or made from its account, including inadvertent, unintentional or mistaken payments. Customer is also responsible for any costs to Busey related to the use of, or access to, Customer's accounts by a third party.

Customer is responsible for all fees and expenses related to a Bill Pay Request resulting from the fact that Customer has insufficient funds in Customer's account. Busey may refuse to make any requested payment in the event there are insufficient funds in the designated account, or Busey may, in its discretion, attempt to make electronic payments three additional times following the Payment Date. If it has not already done so, Busey will then cancel the scheduled electronic payment if insufficient funds are available in Customer's account at the time of the third attempt to make the requested payment. Busey may charge an NSF fee any time a Bill Pay Request is made and sufficient funds are not available in Customer's account at the time withdrawal of funds for the scheduled payment is to be made.

Customer will be charged a non-usage fee (defined in Exhibit A, Fee Schedule) if no bills are paid within two calendar months. The non-usage fee will automatically terminate when Customer cancels the Bill Pay service or starts paying bills using the Bill Pay service. If no bills are paid with the Bill Pay Service for any 6 consecutive months, Customer will be deactivated from the Bill Pay Service. Customer may reapply for Bill Pay; however, Customer will need to re-establish payees and ebills.

**C. Modifications and Stop Payment Requests**

Customer may modify or stop any Bill Pay Request on-line prior to the date it is sent



("Processing Date"). Customer acknowledges that on the Processing Date, an electronic Bill Pay Request cannot be modified or in most situations stopped after 2:00 p.m. CT. If the Bill Pay Request has been fulfilled by check Customer may request that the bill payment be stopped by contacting Busey Customer Care. In the event a stop payment can be placed, Busey's standard Stop Payment Fee will apply.

#### **15. No Signature Required**

When using Busey ebank to pay bills, Customer agrees that Busey, without prior notice to Customer, may debit any payment account(s) to pay checks that Customer has not signed by hand or by a legally acceptable form of electronic signature (e.g., digital signature). When using Busey ebank to make transfers from credit accounts, Customer agrees that Busey, without prior notice to Customer, may take any action required to obtain cash advances on Customer's behalf, including charging your linked credit account at Busey without your handwritten or legally acceptable electronic signature.

#### **16. Money Manager**

The Money Manager service provides Customers with the opportunity to aggregate account information from outside financial institutions, manage and categorize transactions, and to establish a budget system.

##### **Customer's Information and Account Data with Other Financial Institutions**

Busey financial management tools allow Customer to view accounts that Customer may have outside Busey (this is a process called "aggregation"). When Customer chooses to use online financial services which are applicable to data that Customer has transacted with other financial institutions or card issuers, Customer is consenting to Busey accessing and aggregating the data from those outside financial institutions. That data includes Customers' financial institution account access numbers, passwords, security questions, and answers, account numbers, login information, and any other security or access information used to access Customer's accounts with other financial institutions, and the actual data in your accounts with such financial institutions such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, Customer is agreeing that Busey, or a third party vendor on Busey's behalf, may use, copy and retain all non-personally identifiable information of Customer's for the following purposes: (i) as pertains to the use, function, or performance of the services which Customer has selected; (ii) as necessary or useful in helping Busey or third parties on Busey's behalf, to diagnose or correct errors, problems, or defects in the services Customer has selected; (iii) for measuring downloads, acceptance, or use of the services Customer has selected; (iv) for the security or protection of the services Customer has selected; (v) for the evaluation, introduction, implementation, or testing of these services that Customer has selected, or their upgrade, improvement or enhancement; (vi) to assist Busey in performing its obligations to Customer in providing the services Customer has selected.

If Busey makes additional online financial services available to Customer which are applicable to data that Customer has transacted with other financial institutions or card issuers, and which Busey will aggregate at Busey ebank, Busey will separately ask for Customer's consent to collect and use that information to provide Customer with relevant offers and services. If Customer gives Busey Customer's consent, Customer will be agreeing to permit Busey to use Financial Account Data to help Busey suggest savings opportunities or additional products and services to Customer.

If Customer selects services that are offered by third parties or merchants through such offers or on Busey's behalf, Customer will be agreeing that Busey has Customer's consent to give such third parties or merchants Customer's geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or

merchants to make their offerings and services available to Customer and permit Busey to use Financial Account Data to help Busey suggest savings opportunities or additional products and services to you. Except as specified here, Busey and the third parties or merchants acting on Busey's behalf shall not use or keep any of Customer's identifiable personal financial information.

#### **A. Use, Storage and Access**

Busey shall have the right, in Busey's sole discretion and with reasonable notice posted on the Money Manager site and/or sent to Customer's email address to establish or change limits concerning the use of the Money Manager product and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space Customer has available through Money Manager at any time, and (ii) the number of times (and the maximum duration for which) Customer may access the Money Manager in a given period of time. Busey reserves the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide Customer with electronic or written notice within thirty (30) days after such change. Customer's continued use of the Money Manager service or any related services will constitute Customer's acceptance of and agreement to such changes. Maintenance of the Money Manager service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such ebank Services. Attempts to provide prior notice of scheduled maintenance will be made, but Busey cannot guarantee that such notice will be provided.

#### **B. Export Restrictions**

Customer acknowledges that Money Manager may contain or use software that is subject to the U.S. Export Administration Regulations (15CFR, Chapter VII) and that Customer will comply with these regulations. Customer will not export or re-export Money Manager, directly or indirectly, to: (i) any countries that are subject to US export restrictions; (ii) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (iii) any end user who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. Customer further acknowledges that this product may include technical data subject to export and re-export restrictions imposed by US law.

- 17. eStatements** The eStatement service provides Customer with an alternative to receiving statements through the mail. Customer consent is required to begin sending Busey statement electronically. Customer will need to read and accept the eStatement Agreement. By agreeing to receive Busey statement electronically, Busey will no longer send the statement or cancelled checks through the U.S. mail.

Customer consent will authorize Busey to provide a periodic Busey statement in electronic format along with any other disclosures that Busey might send with Busey statement, such as Electronic Funds Disclosures or other required disclosures relating to Customers' accounts. When it is applicable, accounts will be combined on a single statement.

The same terms apply with respect to electronically delivered Busey statements as for those delivered in paper form and the deposit Agreements and disclosures previously received from Busey remain in effect. Busey may change, suspend or eliminate any or all aspects of this delivery service upon notice to Customer.

#### **18. External Transfer**

- **General External Transfer**

Busey offers External Transfer services by means of electronic transfers. These services include both one-time transfers and recurring transfers. A one-time External Transfer transaction is an electronic transfer request that is a single transaction without instructions to repeat at a future date. Recurring transfers are for transfers arranged in advance to be paid on two or more future dates. The External Transfer service allows for both inbound and outbound transfers. Inbound transfers are initiated through this service and deposited to an account held at Busey from an account at another institution. Outbound transfers are initiated through this service to send funds from an account held at Busey to an account at another institution. Customer must be the owner of the account at Busey and the account at the other institution. The customer hereby acknowledges and accepts that Busey utilizes a third-party provider for External Transfer services.

Enrollment in this service is optional. Customer is bound by the Terms and Conditions supplied by our third-party External Transfer provider. These terms and conditions are provided at the time the service is requested.

- **Processing Requirements**

To subscribe to External Transfer, Customer must have at least one checking, savings or money market account with Busey. An account that requires two or more signatures to make withdrawals may not be designated for use with this service.

- Customer must make each External Transfer request for an amount not to exceed \$2,000.00 with a daily limit not to exceed \$2,000.00.
- Customer is required to complete the verification process for each account held outside of Busey that will be utilized with the External Transfer feature to allow Busey to transfer funds to or from their account held at Busey.

- **External Transfer Options:**

- Standard External Transfer both Inbound and Outbound, require a minimum of 3 Business Days for the transfer to be completed.

Busey reserves the right to refuse to complete transfer requests using External Transfer. Busey also reserves the right to terminate the use of the External Transfer service. Customers who do not log in to ebank within a 180-day period are put in an inactive status. You will need to contact Customer Care to reactive the service.

Customer must have sufficient funds in the designated account for the requested External Transfer at the time of withdrawal. If sufficient funds are not available to complete the External Transfer, the transfer request will not be fulfilled and the External Transfer feature may be suspended or terminated.

**D. External Transfer to another individual (P2P Payments)**

Busey offers the ability to electronically transfer money to individuals using the recipient's email address or by text to a mobile phone number. This service provides one-time transactions in which a single electronic transfer is issued upon advance request. Customer acknowledges that Busey utilizes a third-party provider for P2P Payment services. Any Customer who registers for Bill Pay will have access to the P2P Payment Service.

Customer must make each request for an amount not to exceed \$5,000.00 per transaction with a maximum of \$5,000.00 limit per day.

The Recipient must complete the process in order to obtain the money within 10 days or the funds will be returned to Customer.

Customer must have sufficient funds in the designated account for the requested P2P Transfer at the time of withdrawal. If sufficient funds are not available to complete the P2P Transfer, the transfer request will not be fulfilled.

**E. Customer Liability for External Transfer**

Customer agrees that the methods of electronic External Transfer are reasonable. Customer acknowledges that Busey will not be liable for any late payment charges or other charges to Customer's account due to any delayed or lost transfers, and Busey shall not be liable for any losses due to causes beyond Busey's control. Customer must not permit any other party to use its account, to have access to its funds, or to make External Transfer or P2P Payment requests. Customer is responsible for all transfers initiated through External Transfer authorized or made from its account, including inadvertent, unintentional or mistaken transfers. Customer is also responsible for any costs to Busey related to the use of, or access to, Customer's accounts by a third party.

Customer is responsible for all fees and expenses related to Busey's External Transfer services resulting from insufficient funds in Customer's account. Busey may refuse to make any requested transfer in the event there are insufficient funds in the designated account, or Busey may, in its discretion, attempt to make the transfer three additional times following the Payment Date. If it has not already done so, Busey will then cancel the transfer if sufficient funds are not available in Customer's account at the time of the third attempt to make the requested payment. Busey may charge an NSF fee any time an External Transfer request is made and sufficient funds are not available in Customer's account at the time withdrawal of funds for the transfer is to be made. If Busey returns the requested transfer as insufficient funds, Customer's External Transfer access will be suspended and no pending or future dated transfers will be processed.

**YOUR RIGHTS AS A CONSUMER:** Sections 20 and 21 apply only to individuals who access the Service for personal, family and household purposes.

**19. In Case of Errors or Questions about Electronic Transfers, including Bill Payments**

In the event Customer desires to report unauthorized access or unauthorized transactions, loss or other disclosure of its Access Code, the need to change Access Code or other time specific problems, Customer should contact Busey immediately by telephone at: **800-672-8739**, option 2. Customer should not rely on electronic communication of such report for primary notice, but should instead provide written confirming notice by mail, or by personal delivery to the following address:

Busey Bank  
Attn: Customer Care Center  
P.O. Box 4028  
Champaign, IL 61824

Busey must hear from you no later than 60 days after Busey communicated the FIRST statement on which the problem or error appeared.

- Tell Busey your name and account number.
- Describe the error or the transaction 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 Busey the date and dollar amount of the suspected error.

If you tell Busey orally, Busey may require that you send your complaint or question in writing within 10 Business Days.

Generally, Busey will tell you the results of its investigation within 10 Business Days after Busey hears from you and will correct any error promptly. If Busey needs more time however, Busey may take up to 45 calendar days to investigate your complaint or question. If Busey decides to do this, it will credit your account within 10 Business Days for the amount you think is in error so that you will have use of the money during the time it takes Busey to complete its investigation. If Busey asks you to put your complaint or question in writing and Busey does not receive it within 10 Business Days, Busey may not credit your account. Busey will tell you the results within three Business days after Busey finishes its investigation. If Busey decides that there was no error, it will send you a written explanation and debit any money previously credited to your account. You may ask for copies of documents that Busey used in its investigation.

## **20. Customer Liability for Unauthorized Transfer**

Tell Busey AT ONCE if you believe your Access Code have been compromised or stolen or if you believe that an electronic transfer has been made using the information from your check without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell Busey within two Business Days after you learn of the loss or theft of your Access Code, you can lose no more than \$50 if someone used your Access Code without your permission. If you do NOT tell Busey within two Business Days after you learn of the loss or theft of your Access Code, and Busey can prove that Busey could have stopped someone from using your Access Code without your permission if you had told Busey, you could lose as much as \$500.

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

## **21. Mobile Remote Deposit Service**

After you login to Mobile Banking, you may apply for Mobile Remote Deposit\*, subject to this Annex and the general terms of the ebank Services Agreement. With this service, you may deposit funds in your account ("Mobile Account") by capturing checks through a Mobile Application and sending images of the front and back of those checks ("Check Images") to us in accordance with this Annex (funds deposited in your Mobile Account through the transmission of Check Images are "Electronic Check Deposits"). We may impose limits from time to time on the amount or number of Electronic Check Deposits you are permitted to make. We may suspend, revoke or terminate your ability to use this Service without prior notice for reasons including, but not limited to, suspected fraud; or checks returned as non-negotiable. You may not initiate Electronic Check Deposits from a location outside the United States. You may not deposit funds through the Electronic Check Deposit Service that would cause your Mobile Account balance to exceed the maximum balance allowed on your Mobile Account. In addition, if we have notified you that you are terminated or suspended from using the Electronic Check Deposit Service, you may not submit a Check Image for depositing to your Mobile Account. **Account must be open and in good standing for at least 45 days before the application will be approved for the service.**

### **Checks Eligible for the Electronic Check Deposit Service**

In order to be eligible to be transmitted to us through the Electronic Check Deposit Service, a check must meet all of the following requirements:

- The check must be a paper check made payable only to you;
- The paper check must be payable on demand and drawn on or payable in U.S. dollars at a Financial Institution whose corporate headquarters is located in the United States;
- The paper check must not be dated more than 30 days from the date you submit the Check;
- The paper check must be properly endorsed by you in a manner substantially similar to the following: the date of endorsement, your signature, and the words "For Mobile Deposit Only";

- The paper check must not have been previously deposited with any financial institution, or deposited to the Mobile Account or any other prepaid Mobile Account or used as a source document for any electronic image that has been transmitted to any financial institution; and
- The paper check cannot be future or post-dated.

Examples of items that are not eligible for the Electronic Check Deposit Service include: third-party checks, incomplete items, non-negotiable items, returned checks, altered checks, foreign checks, savings bonds, stale-dated checks, travelers checks, checks payable in a currency other than U.S. currency, promissory notes, warrants, gift certificates, customer appreciation certificates, counter checks, starter checks, conditional endorsement offers ("by endorsing this check, you agree to purchase a product and/or service"), fraudulent checks or checks you should have known are fraudulent, checks we believe may not be paid by the paying bank or any other type of item that we determine from time to time to refuse to accept through the Electronic Check Deposit Service.

### **Requirements**

Each Check Image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, copy or reproduce all or any part of the technology or service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Jack Henry & Associates, retain all rights, title and interests in and to the Services, Software and Development made available to you.

### **Receipt of Deposit**

All Check Images processed for deposit through Mobile Remote Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive a Check Image, we will confirm receipt via notice within the Mobile Application. We will not be deemed to have received the image for deposit until we have confirmed receipt to you.

Confirmation does not mean that the Check Image contains no errors. We are not responsible for any Check Image that we do not receive. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

**All Electronic Check Deposits are subject to our verification and final inspection and may be rejected by us for any reason.**

### **Your Representations and Warranties**

Each time you transmit a Check Image to us for Electronic Check Deposit, you are deemed to have made the same representations or warranties to us that would have applied if you had negotiated the original paper check to us, and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a substitute check created from the Check Image. In addition, you make the following specific representations and warranties:

- The Check Image is a complete and accurate representation of the front and back of a check which is eligible for Electronic Check Deposit under these Terms and Conditions.
- The original check used to create the Check Image has not been previously transmitted to us as an Electronic Check Deposit or deposited with any other financial institution or loaded to any other prepaid Mobile Account, duplicated or used to create another image or electronic fund transfer.

- The Check Image satisfies our image quality standards, as we may establish them from time to time.
- All information you have provided to us is accurate and complete.
- No subsequent transferees of the Check Image or any substitute check (including without limitation, a collecting or returning bank, drawer, drawee, payee or endorser) shall sustain a loss as the result of the fact that the Check Image or substitute check was presented for payment or returned instead of the original paper check.
- You are a person entitled to enforce the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, and you have no knowledge of any insolvency proceeding against the drawer.
- You are acting in compliance with this Annex and all applicable laws and regulations.

### **Retention of Original Check**

When the Check Image you have submitted to us for electronic deposit has been credited to your Mobile Account, you must mark the original check with the word "VOID" in ink which cannot be erased, and you must retain the physical check securely for a period of 60 days. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request at any time. If you fail to produce the original check within 10 days of our request during the 60-day period, you authorize us to deduct the amount in question from your Mobile Account, regardless of whether such deduction may result in a negative balance on your Mobile Account, and to pay any associated fees. At the expiration of the 60-day period, you must securely destroy the original paper check by cross-shredding or another commercially reasonable means of destruction.

### **Returned Checks**

You agree that we may debit your Mobile Account for the amount of any Check Image that is returned to us unpaid.

### **Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing upon request and without further cost, any originals or copies of checks deposited through the service in your possession and your records relating to such checks and transmissions.

### **Limitations of Service**

When using the service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

### **Customer Indemnification**

With respect to the use of Electronic Check Deposits and each Check Image you transmit to us, in addition to any other indemnification obligations that you may have pursuant to other agreements with us, you will indemnify and hold us harmless, our licensors and providers of the Electronic Check Deposit Service, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) your wrongful acts or omissions, or any person acting on your behalf (including without limitation your authorized processor, if any), in connection with your use of the Electronic Check Deposit Service or processing of items under these Terms and Conditions, including without limitation (a) your breach of any provision, representation or warranty of these Terms and Conditions, (b) the negligence or willful misconduct (whether by act or omission) by you or any third party on your behalf, (c) any misuse of the Electronic Check Deposit Service by you, or any third party within the control or on your behalf, (d) your failure to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on us by, any clearing house, or any governmental entity, arising out of or connected with any item processed by us at your instruction; (ii) any act or omission by us that is in accordance with these Terms and Conditions or instructions you; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Check Image to us; (iv) any loss or corruption of data in transit from you to us; (v) any claim by any recipient of a substitute check corresponding to a Check submitted by you under these Terms and Conditions, that such recipient incurred loss due to the receipt of the substitute check instead of the original Check; or (vi) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of this Service.

You understand and agree that you are required to indemnify our technology partners, including but not limited to, Jack Henry & Associates, and hold harmless Jack Henry & Associates, its affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Busey or your use of the Services unless such claim directly results from an action or omission made by Jack Henry & Associates in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

## **22. Notice**

Any notice to Busey permitted or required under this Agreement shall be effective upon receipt by Busey. Notice to Customer shall be deemed effective upon being mailed, postage pre-paid by first class mail, or upon transmission to Customer's email address last provided to Busey or when made available on Busey's website. Customer is advised that email communications are not secure and therefore Customer should not attempt to convey any confidential information or convey its Access Code via email.

## **23. Effect of Agreements**

Customer acknowledges this Agreement and the other Agreements referenced herein are in addition to any other Agreements now or hereafter in existence between Busey and Customer, including any disclosures, signature cards and corporate resolutions in effect from time to time with respect to any account of Customer with Busey. All such Agreements shall be interpreted to be mutually consistent to the fullest extent possible.

## **24. Understanding**

This Agreement, together with other written Agreements between the parties referred to herein, and applicable Busey rules and regulations, represent the entire understanding of the parties. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, only such unenforceable provisions shall be stricken and all remaining portions shall be given full force and effect.

## **25. Fees**

fee schedule attached as Exhibit A hereto, and may be modified from time to time as provided below. Customer agrees Busey may deduct all such fees from any account of Customer with Busey; however Customer can request that Busey first deduct such fees from an account specified by Customer. Fees payable by Customer for access to and use of the Services shall be as specified by Busey's



**26. Change in Terms**

Busey may change any term of this Agreement at any time. If the change would result in increased fees for any Service, increased liability for Customer, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, Busey agrees to give Customer notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or the electronic fund transfer system. Busey will post any required notice of the change in terms on Busey Bank website or forward by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, Busey will notify Customer of the change in terms within 30 days after the change becomes effective. Customer's continued use of any part of or the entire ebank System indicates acceptance of the change in terms. Busey reserves the right to waive, reduce or reverse charges or fees in individual situations.

**27. Laws and Regulations**

Customer acknowledges that portions of the Services are governed by the Electronic Funds Transfer Act and regulations there under, and other federal and state laws and regulations may apply from time to time. Customer acknowledges that the internet access allowed under this Agreement is simply a different means of accessing customer's accounts.

**28. Access to Services**

Customer acknowledges that Busey may deny access to any of the Services at Busey's sole discretion from time to time as a result of credit issues, for security purposes or as otherwise determined by Busey, and may also implement restrictions on the continued use of such Services.

**29. Information Authorization**

Customer agrees that Busey reserves the right to request a review of Customer's credit rating at its own expense through an authorized bureau. In addition, Customer agrees that Busey reserves the right to obtain financial information regarding Customer account(s) from a merchant or other institution to resolve payment posting problems.

**30. Customer Indemnity**

Customer hereby agrees to indemnify and hold Busey harmless from any cost, liability or expense, including reasonable attorney's fees, arising out of any claim against Busey by a third party for any reason arising with respect to the actions of Busey related to this Agreement or those of any third party providing the Bill Pay services, except and only to the extent such claim is the result of Busey's failure to exercise ordinary care or act in good faith.

**31. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**32. Termination**

This Agreement will remain in effect until it is terminated by Busey or Customer. Customer may request termination of this Agreement at any time by telephone or in writing, but any pending transactions and/or payments must be finalized before the Agreement will be terminated. Customer must immediately confirm a telephone cancellation in writing. Busey may modify or terminate this Agreement in whole or in part at any time without prior notice. Any termination of this Agreement will not affect any other services provided by Busey, nor will it affect any of Customer's obligations under this Agreement.

**33. Jurisdiction and Venue**

**Customer hereby agrees that any litigation brought by Busey hereunder shall be brought exclusively in the state or federal court located in Champaign County, Illinois, and Customer waives any objection it may have based on improper venue or forum non conveniens to the conduct of any such proceeding.**

**34. Waiver of Jury Trial**

**Both parties agree to waive the right to a jury trial in the resolution of any dispute or claim between them.**

**35. Attorney's Fees**

In the event of a breach by one party to this Agreement, the non-breaching party shall be entitled to recover all costs, including reasonable attorney's fees, incurred in enforcing its rights hereunder.

Rev. 01/2020

**Exhibit A**

**Fee Schedule**

Busey ebank	No Charge
Transfers	No Charge
Bill Pay	No Charge*
*Bill Pay Non-Usage Fee	\$5 per month
*Bill Pay-Expedited Payment-Over-Night Check	\$19.99
*Bill Pay Stop Payment Fee	\$35 per item
eStatements	No Charge
Mobile Banking	No Charge
Money Manager	No Charge

Rev. 01/2020

