



Personal | Business | Wealth Management

## eBank Services Agreement

This Agreement is entered into between Busey Bank (referred to as "Busey", "we", "us", and/or "our") and any customer of Busey (referred to as "you" or "your") who subscribes to Busey eBank, our online banking service.

You seek to obtain certain banking services described herein by means of electronic Internet access through our eBank system. We are willing to provide access to the services described in this Agreement ("Services" or "eBank Services") on the terms and conditions set forth herein, which are accepted by you upon use of any eBank Service. In this Agreement, "Business Day" means any day other than a Saturday or a Sunday, or any holidays we observe. The time set for the end of the Business Day is determined by us from time to time based upon our standard banking procedures.

Any account you link to an eBank Service remains subject to the applicable account agreement. For our consumer customers, the Electronic Funds Transfer (EFT) Customer Agreement and Disclosure, included with Busey's Personal Account Disclosure, applies to your use of Electronic Funds Transfer Services. Our privacy policy is also included in the disclosure.

### 1. Busey eBank Services and Features

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

- A. Transfers:** The Transfer feature of the Services is a means by which you may initiate transfers between two of your accounts with Busey.
- B. Bill Pay:** The Bill Pay feature is a means by which you may direct payment of your bills on a one-time or recurring basis by use of collected funds in your designated checking account.
- C. Money Manager:** Money Manager is a tool that will help you see where you are spending your money so you may identify ways to cut costs, save money and manage your 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 periodic statements and disclosures electronically and eliminate the need to deliver paper statements 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 (each a "Mobile Device") and a means to deposit checks from your Mobile Device.
- F. External Transfer:** The External Transfer feature is a means to electronically transfer funds between checking or NOW accounts at Busey and checking or NOW accounts at other financial institutions with the same ownership. Funds may be transferred as a one-time event or on a recurring basis.
- G. Card Management:** The Card Management feature is a means to control debit card availability by allowing you to lock/unlock your card, mark your 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 we may modify or terminate any Service or feature 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 depository accounts, loans, credit agreements or other services you 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 your relationship with us.

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

The eBank and Busey Mobile Services made available to you are accessed via the Internet by use of certain third-party computer software or via an App on a Mobile Device. You will be required to assure any computer and browser software or Mobile Device used for accessing eBank and/or the Mobile Services meets the minimum requirements. We require your 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.

We make 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).

You are responsible for the installation, maintenance, and operation of your computer, Mobile Device, 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. We are not responsible for errors or failures from any malfunction of your computer, Mobile Device, or your software. We are 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. **WE MAKE NO WARRANTY TO YOU REGARDING THE COMPATIBILITY OF THE EBANK SYSTEM OR BUSEY MOBILE SERVICES WITH YOUR COMPUTER, MOBILE DEVICE, OR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

When you elect to use the Touch ID technology to access the Mobile App, you must contact us immediately to report any lost or stolen Mobile Device. In addition to contacting us, it is recommended to log into iCloud (<https://www.icloud.com/>) and remotely wipe the Mobile Device. You will be liable for any transactions performed until we are notified of the loss/theft.

## **4. Our Liability for Failure to Make Transfers and Disclaimer of Warranty**

We will use our best efforts at all times to cause prompt and efficient service to be provided; however, we make no warranties or representations regarding the Services and shall not incur liability to you or any other person for damages, losses, claims, liabilities or expenses, except those resulting from our own willful misconduct or gross negligence. We are not liable for, and you hereby release and waive any claims against us relating to, any damage, loss or cost you incur 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 a failure in performance or errors or omissions with respect to a transmission, our liability shall be limited to using our best efforts to correct or cause to be corrected such failure in performance or errors or omissions. **In no event shall we be liable to you or to any third party (including your customers, vendors, agents and employees) for any extraordinary, special, consequential or exemplary loss, damage, claim, liability, or expense**, even if we have been advised of the possibility of such loss, damage, claim, liability, or expense.

We specifically will NOT be liable:

- If, through no fault of ours, you do not have enough collected funds in the designated account to make the transfer.
- If the funds in your account are subject to legal process or other encumbrance restricting transfer.

- If circumstances beyond our control (such as fire, natural disaster, or technical malfunction) prevent the transfer, bill payment or other transaction, despite reasonable precautions that we have taken.
- If the hardware and/or software was not working properly, and you knew about the malfunction when you started the transfer.
- For any lost profits or consequential, special, or punitive damages arising out of, resulting from, or in any connection with, the performance or breach of this Agreement.

## **5. License Grant and Restrictions**

You are hereby granted a personal, limited, non-exclusive, non-transferable license to electronically access and use the eBank Services and Mobile Services solely to your benefit. In addition, the eBank Services 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 you by us or by third-party vendors. Certain eBank Services may be accompanied by, and will be subject to, additional terms and conditions. You are 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 or features provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you 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 hereunder.

## **SECURITY AND CONFIDENTIALITY**

### **6. Security Access Code**

You 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 your accounts. You acknowledge that any third party who obtains a copy of your Access Code may be able to access your accounts and the Services you may otherwise utilize pursuant to this Agreement, and it is therefore critical for you to keep your Access Code secure and confidential at all times. You agree to take all necessary steps to ensure your Access Code is maintained securely and confidentially and is provided only to those individuals whom you have authorized to have access to your accounts and the Services hereunder. You acknowledge we will have no means of determining whether any individual accessing your accounts and the Services hereunder is doing so without your authority, and we will rely on the fact that access obtained with your Access Code is obtained with your authority unless you otherwise notify us in advance. You acknowledge that you 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 code is dormant, you will have to re-establish your Access Code by calling Busey Customer Care at 1-800-672-8739. We encourage 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.

### **7. Biometric Login for Mobile Access Through Android and iOS Devices**

We provide an alternate method of identification using built-in, biometric fingerprint-sensory

technology and facial recognition for our customers who have Mobile Devices that enable this technology. Mobile banking apps cannot discern between the biometric login of individuals that are enrolled in the Mobile Device. We are only informed whether or not the biometric login was valid, which means that it was successfully added to the Mobile Device's biometric repository and whether that biometric ID belongs to the owner of a certain username. You are informed of this limitation directly within the Mobile App. The security model is based on the assumption that the Mobile Device's owner trusts all individuals who access their Mobile Device and use a biometric login. If you have multiple unique logins with us, a biometric login can only be used with a single login per Mobile Device. End users who login using a biometric login will have the same level of access to the App as if they had entered a valid username and password. If you give someone biometric access to the Mobile Device, you are authorizing that person to use your Mobile App, and you are responsible for all transactions that person performs while using the App. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions.

#### **8. Short Message Service "SMS" Texting – SMS Short Code [28739]**

We may send SMS messages to you based upon the instructions you provide at the time you request the SMS Service. For instance, you may set an alert for a low balance threshold. Each SMS message is sent to you without being encrypted and will include certain information requested on the applicable account(s). It is your responsibility to determine if your wireless carrier supports text messaging and whether the Mobile Device is capable of receiving text messages. Our SMS messages are subject to the terms and conditions of your agreement with the wireless carrier and use of the SMS Service may result in additional or changed fees.

You must provide a valid mobile number for this Service so that we may send information about your applicable account. Once you activate the SMS Service through eBank, you are responsible for keeping any personal information in the Mobile Device secure. For your protection, you agree to:

- Login to eBank and cancel the SMS Alert Service if your Mobile Device is lost or stolen and contact us immediately;
- Login to eBank and cancel or edit the SMS Alert Service if there are changes to your wireless carrier or Mobile Device number (cell phone number); and
- Erase "Sent Messages" and "Inbox" that may contain your SMS Short Code or other personal information.

You acknowledge, agree and understand that receipt of SMS messages may be delayed or prevented by factor(s) affecting the wireless carrier and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s).

Nothing about SMS Messaging creates new or different liability for us beyond what is already applicable under this Agreement. We are not liable for any losses, damages or costs that may arise in whole or in part, from: non-delivery, delayed delivery, or the misdirected delivery of any message; inaccurate or incomplete content in any message; or your reliance on or use of the information provided in any SMS Service message for any purpose.

We provide this Service as a convenience. An SMS message does not constitute an official record for the account to which it pertains. We reserve the right to terminate this function or begin charging a fee for this function at any time without prior notice, except where required by law.

You may cancel the SMS Service at any time. Just text "STOP" to the SMS Short Code, after which we will send you an SMS message to confirm cancellation. After this, you will no longer receive SMS messages from us. To rejoin, just sign up again.

If you are experiencing issues with SMS messaging, reply with the keyword HELP for assistance, or get help directly at [customersupport@busey.com](mailto:customersupport@busey.com); 800-672-8739 (option 2).

As always, message and data rates may apply for any messages we send you and to us from you. If you have any questions about your text plan or data plan, it is best to contact the wireless carrier.

## **9. Your Liability**

You are responsible for all transactions initiated by use of your Access Code, whether you have 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 your computer and browser software, the security of your information (other than the information within our computer system), the presence or effect of any software viruses or other defects, and the risk of all misdirected communication shall be borne solely by Customer. We shall have no liability with regard to any of the foregoing, directly or indirectly.

## **10. Customer Information and Account Data**

You are responsible for (i) maintaining the confidentiality and security of your Access Code, passwords, security questions, and answers, account numbers, login information and any other security or access information, you use to access the eBank Services and your accounts with Busey (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the eBank Services (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the eBank Services, and ensuring that such authorized users comply with this Agreement. You 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 using the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft, or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the eBank Services if we reasonably believe that any loss, theft, or unauthorized use of the Licensee Access Information has occurred. You must inform us of, and hereby grant us and our third-party vendors' permission to use, Licensee Access Information to enable us to provide the eBank Services, including updating and maintaining Account Data, addressing errors or Service interruptions, and to enhance the types of data and Services we may provide to you in the future.

We will disclose information to third parties about your 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 you give us permission.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third-party vendors, to conduct certain analytical research and help us to create new offerings and services for you. As we make additional offerings and online banking services available, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the Services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our 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 your interest and needs.

## **TRANSACTIONS AND ACCESS**

### **11. Transaction Posting**

You acknowledge that we will process transactions only on Business Days. On Business Days, we 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.

### **12. Recording and Information Downloading**

You acknowledge that we may record electronic access to accounts by means of the Services

and may also record telephone communications with our representatives, and you hereby consent to recording of all such information. You further agree that we may download information into your computer for purposes of efficient operation of our website, and you authorize this activity.

### **13. Transaction Authorization**

You acknowledge that by utilizing the Services available under this Agreement you will be entitled to authorize various transactions electronically that otherwise would require written authorization. You agree that we are 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.

### **14. No Signature Required**

When using Busey eBank to pay bills, you agree that we, without prior notice to you, may debit any payment account(s) to pay checks that you have 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, you agree that we, without prior notice to you, may take any action required to obtain cash advances on your behalf, including charging your linked credit account at Busey without your handwritten or legally acceptable electronic signature.

### **15. Third-Party Services and Websites**

In connection with your use of eBank Services, you may be made aware of Services, products, offers, and promotions provided by third parties ("Third-Party Services"). If you decide to use Third-Party Services, you are responsible for reviewing and understanding the terms and conditions governing such Third-Party Services. You agree that the third party is responsible for the performance of its 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 our control. We are not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. We do 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 us of any information contained in a Third-Party Website.

In no event will we be responsible for the information contained in any Third-Party Website or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third-Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaims any liability for them.

## **eBANK SERVICES**

### **16. Bill Pay**

#### **A. Definitions**

For the purposes of this Section, the following definitions apply:

"Bill Pay Request" means a payment request in a form designated by us, whether on paper or electronically, for us to make a payment on your behalf to a third party.

"Payment Date" means the date on which you have requested that we make a scheduled payment. It is your 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.

"Primary Account" means the personal account at Busey owned solely by you that is used for the eBank Services.

#### **B. General**

We offer 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. You acknowledge that we utilize a third-party provider for Bill Pay Services.

Enrollment in this Service is optional.

### **C. Processing Requirements**

The following requirements apply to any Bill Pay request:

- i. To subscribe to Bill Pay, you must have at least one Primary Account with us. An account that requires two or more signatures to make withdrawals may not be designated as a Primary Account.
- ii. You 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. You must provide complete information about the party to whom the payment is to be made (the "Payee") to allow us to properly direct a payment to the Payee. You must also properly identify yourself and the account from which such payment is to be made. You will schedule all Bill Pay Requests by providing the information required online.  
Using Bill Pay, you can only pay Payees with United States addresses. While most payments can be made using Bill Pay, we reserve the right to refuse to pay certain Payees. We also reserve the right to terminate your use of the Bill Pay Service. Bill Pay can be cancelled by contacting any of our locations or Busey Customer Care.
- iv. You must set each Payment Date at least five (5) Business Days in advance of the date on which your 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 us to be made according to your choice of the following/prior Business Day.
- v. You must have sufficient funds in the Primary 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 your account with payment deducted when the check is presented to the customer's account.

You 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.

### **D. Your Bill Pay Liability**

You are responsible for prompt and timely payment of your bills. You agree that the methods of forwarding payments by either mail or electronic transfer are reasonable. You acknowledge that we will not be liable for any late payment charges or other charges on your account due to any delayed or lost payments and shall not be liable for any losses due to causes beyond our control. You must not permit any other party to use your account, to have access to your funds, or to make Bill Pay Requests. You are responsible for all Bill Payments authorized or made from your account, including inadvertent, unintentional, or mistaken payments. You are also responsible for any costs to us related to the use of, or access to, your accounts by a third party.

You are responsible for all fees and expenses related to a Bill Pay Request resulting from the fact that you have insufficient funds in your account. We may refuse to make any requested payment in the event there are insufficient funds in the designated account, or we may, in our discretion, attempt to make electronic payments three additional times following the Payment Date. If we have not already done so, we will then cancel the scheduled electronic payment if insufficient funds are available in your

account at the time of the third attempt to make the requested payment. We may charge an NSF fee any time a Bill Pay Request is made, and sufficient funds are not available in your account at the time withdrawal of funds for the scheduled payment is to be made.

**E. Modifications and Stop Payment Requests**

You may modify or stop any Bill Pay Request online prior to the date it is sent ("Processing Date"). You acknowledge 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, you may request that the bill payment be stopped by contacting Busey Customer Care. In the event a stop payment can be placed, our standard Stop Payment Fee will apply.

**F. Your Indemnity**

You hereby agree to indemnify and hold us harmless from any cost, liability or expense, including reasonable attorney's fees, arising out of any claim against us by a third party for any reason arising with respect to our actions 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 our failure to exercise ordinary care or act in good faith.

**17. Money Manager**

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

**A. Your Information and Account Data with Other Financial Institutions**

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

If we makes additional online financial services available that are applicable to data that you have with other financial institutions or card issuers, and which we will aggregate at Busey eBank, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select Services that are offered by third parties or merchants through such offers or on your behalf, you will be agreeing that we has your consent to give such third parties or merchants your 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 you and permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your identifiable personal financial information.



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

We shall have the right, in our sole discretion and with reasonable notice posted on the Money Manager site and/or sent to your 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 you have available through Money Manager at any time, and (ii) the number of times (and the maximum duration for which) you may access the Money Manager in a given period of time. We reserve 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 you with electronic or written notice within twenty-one (21) days after such change. Your continued use of the Money Manager Service or any related Services will constitute your 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 we cannot guarantee that such notice will be provided.

## **C. Export Restrictions**

You acknowledge that Money Manager may contain or use software that is subject to the U.S. Export Administration Regulations (15CFR, Chapter VII) and that you will comply with these regulations. You 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 you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

## **18. eStatements**

The eStatement Service provides you with an alternative to receiving statements through the mail. Your consent is required to begin sending statements electronically. You will need to read and accept the eStatement Agreement. By agreeing to receive statements electronically, we will no longer send the statement or cancelled checks through the U.S. mail.

Your consent will authorize us to provide a periodic statement in electronic form along with any other disclosures that we might send with a statement, such as required disclosures relating to your accounts. When it is applicable, accounts will be combined on a single statement.

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

## **19. External Transfer**

### **A. General External Transfer**

We offer External Transfer Services, including 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. You must be the owner of the account at Busey and the account at the other institution. You hereby acknowledge and accept that we utilize a third-party provider for external transfer Services.

Enrollment in this Service is optional.

## **B. Processing Requirements**

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

You 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.

You are required to complete the verification process for each account held outside of Busey that will be utilized with the External Transfer feature to allow us to transfer funds to or from the account held at Busey.

## **C. External Transfer Options**

For standard External Transfer both Inbound and Outbound, we require a minimum of three (3) Business Days for the transfer to be completed. We reserve the right to refuse to complete transfer requests using External Transfer. We also reserve 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 Busey Customer Care to reactive the Service.

You 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)**

We offer 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.

You acknowledge that we utilize a third-party provider for P2P Payment Service. Any Customer who registers for Bill Pay will have access to the P2P Payment Service. This does not include P2P payments utilizing Zelle.

You 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 to obtain the money within ten (10) days or the funds will be returned to you.

You 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. Your Liability for External Transfer**

You agree that the methods of electronic external transfer are reasonable. You acknowledge that we will not be liable for any late payment charges or other charges to your account due to any delayed or lost transfers, and we shall not be liable for any losses due to causes beyond our control. You must not permit any other party to use your account, to have access to your funds, or to make External Transfers or P2P Payment requests. You are responsible for all transfers initiated through the External Transfer Service and authorized or made from your account, including inadvertent, unintentional, or mistaken transfers. You are also responsible for any costs we incur related to the use of, or access to, your accounts by a third party.

You are responsible for all fees and expenses related to our External Transfer Services resulting from insufficient funds in your account. We may refuse to make any requested transfer in the event there are insufficient funds in the designated account, or we may, in our discretion, attempt to make the transfer three additional times following the Payment Date. If it has not already done so, we will then cancel the transfer if sufficient funds are not available in your account at the time of the third attempt to make the requested payment. We may charge an NSF fee any time an External Transfer request is made,

and sufficient funds are not available in your account at the time withdrawal of funds for the transfer is to be made. If we return the requested transfer as insufficient funds, your External Transfer access will be suspended, and no pending or future dated transfers will be processed.

## **20. Mobile Remote Deposit Service**

After you login to Mobile Banking, you may apply for Mobile Remote Deposit\*. With this Service, you may deposit funds in your linked account by capturing checks through a mobile App and sending images of the front and back of those checks ("Check Images") to us in accordance with this Section (funds deposited in your linked 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 Service that would cause your linked account balance to exceed the maximum balance allowed on your linked account. In addition, if we have notified you that you are terminated or suspended from using the Service, you may not submit a Check Image for depositing to your linked account.

### **A. Checks Eligible for Mobile Deposit**

To be eligible to be transmitted to us through the Service, a check must meet all 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 in the United States;
- The paper check must not be dated more than thirty (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 at Busey Bank";
- The paper check must not have been previously deposited with any financial institution, or deposited to the linked account or any other prepaid linked 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 postdated.

Examples of items that are not eligible for the 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 Service.

### **B. 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.

### **C. 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 App. 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.

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

### **E. 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 that is eligible for Electronic Check Deposit under these Services Agreement.
- 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 linked 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 Section and all applicable laws and regulations.

#### **F. Retention of Original Check**

When the Check Image you have submitted to us for electronic deposit has been credited to your linked 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 sixty (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 ten (10) days of our request during the sixty (60)-day period, you authorize us to deduct the amount in question from your linked account, regardless of whether such deduction may result in a negative balance on your linked account, and to pay any associated fees. At the expiration of the sixty (60)-day period, you must securely destroy the original paper check by cross-shredding or another commercially reasonable means of destruction.

#### **G. Returned Checks**

You agree that we may debit your linked account for any Check Image that is returned to us unpaid.

#### **H. Your 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 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 Service or processing of items under this Section, including without limitation (a) your breach of any provision, representation or warranty of this Section, (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 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 this Section 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 this Section, 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 FI or End User's 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.

### **DISCLAIMERS AND LIMIT OF LIABILITY**

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY ONLINE OR MOBILE 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 ONLINE OR MOBILE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY ONLINE OR

MOBILE 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 ONLINE 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 ONLINE OR MOBILE 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.

## MISCELLANEOUS

### 21. Notice

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

### 22. 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.

### 23. Fees

Fees payable by you for access to and use of the Services shall be as specified by our Services and Fee Schedule and may be modified from time to time as provided below. You agree that we may deduct all such fees from any of your accounts with us; however, you can request that we first deduct such fees from an account you specify.

### 24. Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least twenty-one (21) days (or such longer time as may be required by law) 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. 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, we will notify you of the change in terms within twenty-one (21) days after the change becomes effective. Your continued use of any part of or the entire eBank System indicates acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations.

### 25. Access to Services

You acknowledge that we may deny access to any of the Services at our sole discretion from time to time as a result of credit issues, for security purposes or as otherwise determined by us, and may also implement restrictions on the continued use of such Services.

### 26. Termination

This Agreement will remain in effect until it is terminated by you or us. You 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. You must immediately confirm a telephone cancellation in writing. We 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 we provide, nor will it affect any of your obligations under this Agreement.

**27. Arbitration**

For the resolution of all claims hereunder, we each agree to binding arbitration in accordance with the Dispute Resolution by Binding Arbitration provision in Busey's Terms and Conditions of Your Account.

**28. 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 our rights hereunder.

Revised 07/2022