



Business | Wealth Management | Personal

## PERSONAL ACCOUNT DISCLOSURES

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

### CHECKING PRODUCTS

#### Foundation Checking

- Minimum deposit to open the account is \$100.00.
- No minimum balance required and no maintenance fee.
- Unlimited check writing.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.
- No fee for electronic statements; or \$4.00 paper statement fee is charged per statement cycle.

#### Senior Checking

- Available to customers age 65 or older.
- To open the account, select either a minimum initial deposit of \$100.00 or elect to have an ACH direct deposit that occurs within each statement cycle.
- No minimum balance required and no maintenance fee.
- Unlimited check writing.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.
- No fee for electronic or paper statements.
- Busey Overdraft Advantage® will not be available with this account.

#### Bridge Checking

- Minimum deposit to open the account is \$25.00.
- No minimum balance required and no maintenance fee.
- Check writing is not available with this account. Bank official checks are available for purchase, if needed.
- Debit card, online bill payment, wires and ACH transactions are available with this account.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.
- No fee for electronic statements; or \$2.00 paper statement fee is charged per statement cycle.
- No paid overdraft fees assessed.
- Busey Overdraft Advantage® will not be available with this account.

#### Pillar Banking

- Minimum deposit to open the account is \$100.00.
- The minimum balance required to avoid the \$15.00 maintenance fee per statement cycle is a combined balance of \$15,000.00 daily in eligible accounts for the Pillar Banking statement cycle. Eligible accounts include checking, savings, money market, certificate of deposit, IRA and the Pillar Banking account. Account ownership requirements for eligible accounts are driven by the primary accountholder's name assigned on the Pillar Banking account. Fiduciary accounts or any other account where the primary accountholder is not an owner are not included in the balance calculation. Please note that this minimum balance requirement to avoid the maintenance fee is different than the minimum balance required to open this account.
- Unlimited check writing.
- Minimum account balance required to earn interest is \$3,000.00. At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.

#### Busey Advantage Checking

- Available to employees of designated commercial clients that have been established in the Busey Bank Work Advantage program.

- No minimum deposit to open the account.
- The maintenance fee of \$5.00 will be waived with an ACH direct deposit or \$100.00 average deposit balance per statement cycle.
- Unlimited check writing.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.
- No fee for electronic statements; or \$4.00 paper statement fee is charged per statement cycle.

### Health Savings Checking

- Minimum deposit to open the account is \$25.00.
- No minimum balance required and no maintenance fee.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.
- Any transaction, including a remote transaction – such as an online, ATM or night deposit transaction – that results in a regular contribution to the HSA is considered a current tax year contribution unless specified for a different tax year, in accordance with IRS guidelines.
- Reimbursements from insurance companies to be credited to your Health Savings Account must be taken to a banker for proper coding.

### MONEY MARKET PRODUCTS

#### Money Market

- Minimum deposit to open the account is \$100.00.
- Minimum balance required is \$2,500.00 daily. Please note that this balance is different than the minimum balance required to open the account.
- If the account does not meet the minimum balance requirement, the maintenance fee will be \$15.00 per statement cycle.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.

#### Pillar Money Market

- Minimum deposit to open the account is \$100.00.
- Minimum balance required is \$2,500.00 daily. Please note that this balance is different than the minimum balance required to open the account.
- If the account does not meet the minimum balance requirement, the maintenance fee will be \$15.00 per statement cycle.
- Customer must maintain a Pillar Banking checking account to be eligible for the Pillar Money Market. If a Pillar Banking checking account is not maintained, the account will be converted to our standard Money Market.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.

## SAVINGS PRODUCTS

### Everyday Savings

- Minimum deposit to open the account is \$100.00.
- Minimum balance required is \$300.00 daily. Please note that this balance is different than the minimum balance required to open this account.
- If the account does not meet the minimum balance requirement, the maintenance fee will be \$3.00 for that calendar month.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the calendar quarter. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.

### Minor Savings

- Minimum deposit to open the account is \$25.00.
- No minimum balance required and no maintenance fee.
- Minor Savings will convert to Everyday Savings upon the minor reaching the age of 21.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the calendar quarter. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.

### Bridge Savings

- Minimum deposit to open the account is \$25.00.
- No minimum balance required and no maintenance fee.
- No fee for electronic statements; or \$2.00 paper statement fee is charged per statement cycle.
- No paid overdraft fees assessed.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the calendar quarter. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.

### Cornerstone Savings

- Minimum deposit to open the account is \$100.00.
- Customer must maintain a Pillar Banking checking account to be eligible for Cornerstone Savings. If a Pillar Banking checking account is not maintained, the account will be converted to our Everyday Savings.
- Minimum balance required is \$15,000.00 daily.
- If the account does not meet the minimum balance requirement, the maintenance fee will be \$20.00 for that calendar month.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited each calendar month. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.

### Premium Savings

- Minimum deposit to open the account is \$25,000.00. Funds must originate from a financial institution other than Busey Bank or from a Busey Bank matured certificate of deposit.
- No minimum balance required and no maintenance fee.
- This is a tiered rate account. A minimum balance of \$100,000.00 is required to obtain the premium annual percentage yield offered. See the bank's current rate sheet for information regarding the minimum balance for each tier and corresponding annual percentage yields.
- No fee for electronic statements; or \$4.00 paper statement fee is charged per statement cycle.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the calendar quarter. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from automatically closing after 30 days with a zero balance.

## BANK SERVICES AND FEES

Overdraft Paid Item Fee	\$35.00 per paid item. Items consist of, but are not limited to, checks, in-person withdrawals, ATM withdrawals, or by other electronic means.
Request for Copy of Paid Check or Item	\$2.00 per item
Written Account Verification	\$5.00 per request
Research	\$20.00 per hour and \$2.00 for each copy
Legal Notice Processing Fee	\$100.00 each
Negotiable Instruments on Canadian Banks/Foreign Check Collection	\$10.00 per item
Debit Card Replacement Fee	\$10.00 per card. For mail order and instant issue debit card replacement requests.
Express Delivery Fee	\$45.00 per card. For new or replacement debit card express delivery requests.
Closing Account by Mail	\$5.00 (if check issuance required for closing balance)
Stop Payment Fee	\$35.00 per item. The stop payment order is effective for six months. A stop payment order may be renewed for an additional six months for a \$35.00 per item fee. This includes changes to recurring card payments.
Official Checks	\$6.00 per check for customer
Coin Counting	No charge for customer; 10% of total for non-customer
Wire Transfer	Incoming - \$15.00 per wire; Outgoing – Domestic: \$30.00 per wire; Outgoing – International: \$75.00 per wire.
Collections	\$30.00 per item
Out-of-Network ATM Fee	\$3.00 (Indiana cardholders are exempt from fee)
Busey Debit Mastercard®	Purchases made internationally will incur a cross border fee of 0.90% of the transaction amount, as well as a currency conversion fee of 0.20% where the transaction requires a currency exchange
Medallion Signature Guarantee	\$30.00 per signature; allow two business days for processing
eBank Bill Pay Express Delivery Fee (paper checks)	\$34.95 next day service; \$29.95 for two-day service
eBank Bill Pay Stop Pay	\$35.00 per item. The stop payment is effective for six months. A stop payment order may be renewed for an additional six months for a \$35.00 per item fee.

## BUSEY BANK CHECK CLEARING POLICIES, AVAILABILITY OF FUNDS AND COLLECTION OF CHECKS

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks which you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit after the cut-off times listed, or on a day that is not considered a business day, or on a day that we are not open, we will consider that the deposit was made on the next business day that we are open.

### Schedule of Cut-off Times:

- Branches: Close of business
- ATMs: 4:00 PM CST
- Online Banking: 6:00 PM CST
- Mobile Remote Deposit: 5:00 PM CST
- Anytime Line: 6:00 PM CST

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

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

**Longer Delays May Apply:** In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take the action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the prior six months.
- There is an emergency, such as failure of communications or computer equipment.

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

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

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

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

**Special Rules for New Accounts:** If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

**What Is a Substitute Check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What Are My Rights Regarding Substitute Checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal.

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How Do I Make a Claim for a Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 1-800-67-BUSEY (672-8739) or by mail at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

## BUSEY BANK ELECTRONIC FUNDS TRANSFER (EFT) CUSTOMER AGREEMENT AND DISCLOSURE (FOR CONSUMER ACCOUNTS ONLY)

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

### TYPES OF ELECTRONIC FUND TRANSFERS

Generally, an EFT is any transfer of funds initiated through an electronic terminal, telephone/mobile device or our online banking service for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account. The term EFT includes but is not limited to:

- Point of sale ("POS") transfers
- Automated Teller Machine ("ATM") transfers
- Direct deposits or withdrawals of funds
- Transfers initiated by telephone and mobile device
- Transfers initiated by computer
- Transfers resulting from debit card transactions whether or not initiated through an electronic terminal
- Transfers where a check, draft or similar paper instrument is used as a source of information to initiate a one-time transfer of funds from consumer's account.

For the purposes of the Electronic Funds Transfer Act and Regulation E, these are not EFT transactions:

- Any transfer of funds initiated by a check, draft or similar paper instrument
- Any transfer of funds that guarantees payment or authorizes acceptance of any check, draft or similar paper instrument but does not directly result in a debit or a credit to a consumer's account
- Any transfer of funds by Fedwire or through a similar wire transfer system or similar system primarily for transfers between financial institutions or between businesses
- Transfer of funds the primary purpose of which is the purchase or sale of a security or commodity
- Individual transfers we initiate under an agreement with you but without your specific request (e.g., automatic savings and automatic loan payments to us from your account)
- Between a consumer's account and the account of a family member at Busey
- Between a consumer's account and an account at Busey
- Telephone transfers between a consumer and Busey that does not take place under a telephone bill payment or other written plan providing for periodic or recurring funds transfers.

The following sections describe the EFT Services we provide as of the date of this Agreement.

### ONLINE AND MOBILE BANKING SERVICES

Our online EFT Services are offered through Busey eBank, including its Bill Pay and External Transfer features, as described briefly below. Our mobile banking options are offered through Busey Mobile Banking, including Mobile Remote Deposit. In order to use these Services, you must enroll and agree to the eBank Services Agreement, to which this Agreement is supplemental for our consumer users.

#### BUSEY eBANK

Our online banking services are provided to you through Busey eBank and allow you to access your accounts and pay bills through the Internet.

You may use Busey eBank for the following types of transactions and Services:

- Transfer funds between specified checking, savings and loan accounts
- External transfer of funds
- Obtain balance information on your deposit and loan accounts
- Review account activity history
- Bill Payment Service (optional)
- Place stop payments (check transactions only)

- Access your checking and savings account statements (optional)
- Send money Person to Person (P2P) using Zelle®

**Bill Pay:** If you elect to use the Bill Pay option, you may use Busey eBank to make bill payments. A checking account is required for this Service. Funds for all electronic bill payments will be debited from your specified checking account on the day the payment is scheduled to be transmitted to the receiver. Funds for bill payments made by check on your behalf will be debited from your specified account when the check is negotiated. All online banking payments require sufficient time for the receiver to process the payment and credit your account. We recommend that you contact your individual payee(s) for restrictions that may apply. We are not liable for any service fees or late fees levied against you by payees you select to receive payments through the Bill Pay Service. There is a limit of \$30,000.00 for a single bill payment and a daily limit of \$60,000.00 for all bill payments.

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

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

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

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

**External Transfers:** If you elect one or more of our External Transfer Services:

- You must have at least one checking, savings or money market account with us and accept the eBank Service Agreement and, if applicable, the Zelle® Agreement.
- You must make each External Transfer request for an amount not to exceed \$2,000.00 per day.
- External Transfer both Inbound and Outbound, require a minimum of three (3) Business Days for the transfer to be completed.
- Person to Person (P2P) Transfers: We offer the ability to electronically transfer to individuals using the recipient's email address, mobile phone number or account information.
- You must make each "P2P" money request for an amount not to exceed \$5,000.00 per day though eBank (the Zelle® Service has a \$500.00 per day limit).
- The Recipient must complete the process in order to obtain the money within thirty (30) days or the funds will be returned to you.

**Busey Mobile Banking and Mobile Remote Deposit:** 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.

### ADDITIONAL EFT SERVICES

#### CARD SERVICES

Card Services are those Services that allow you to access your accounts using a card at an Electronic Funds Transfer Terminal, including a POS terminal and ATM ("Terminals"). You may use your Busey Mastercard® Debit Card ("Card") to do the following:

- Make withdrawals from specified checking and savings accounts
- Make deposits to specified checking and savings accounts at specified Terminals
- Make transfers of funds between specified checking and savings accounts
- Obtain balance information from your designated accounts
- Pay for purchases from merchants that have agreed to accept the Card at a POS terminal
- Obtain a checking account cash advance at any financial institution that honors Mastercard®.

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

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

We have the right to refuse a transaction on your account when your Card has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

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

**Request for Card and Personal Identification Number (PIN):** You hereby request and apply to us to activate and issue a Card together with a PIN to be used by you to make transactions at Terminals or merchants that have agreed to accept the Card at a point of sale.

**Limitations of Amount and Frequency of Transactions:** As a security measure, when using your Card at an ATM or a merchant, we will limit the amount that may be withdrawn from your account over certain periods of time. Debit Card and ATM transactions are authorized from the available balance in your checking account plus any available Overdraft Advantage limit, if applicable. Purchases requiring either your signature or a PIN and cash authorizations are limited to a total of \$2,000.00 each 24-hour period. You may make ATM withdrawals in an amount of up to \$500.00 per 24-hour period. For security reasons, there may be times when we further limit the amount and frequency of your Card transactions. The privilege of using the Card in no way constitutes an absolute right to withdraw all funds from your account through the use of the Card.

**Fees and Charges:** There is no charge for ATM withdrawals at machines owned by us. There will be a \$3.00 charge for each transaction at ATMs not owned by us. This fee does not apply to the checking accounts of customers with the Pillar Banking checking product or who opened their Busey checking account in the state of Indiana. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

We reserve the right, upon twenty-one (21) days' written notice, to change any fee pertaining to EFT Services.

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

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

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

- A .20% (twenty basis points) Currency Conversion Fee will be assessed on International transactions where Cirrus®, Mastercard® or Maestro® has performed a currency conversion function.
- This fee will be based on either a government mandated exchange rate, or a wholesale exchange rate selected by Cirrus®, Mastercard®, or Maestro® and the rate used will be the applicable rate on the day the transaction was processed, which may differ from the date of the transaction or when it posted to the cardholder's account.

- A .90% (ninety basis points) Cross Border Fee will be assessed on all International transactions whether or not a currency conversion function was performed by Cirrus®, Mastercard®, or Maestro®.

**Documentation:** You can get a receipt at the time you make any transfer greater than \$15.00 to or from your account at Terminals.

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

#### **BANK BY PHONE**

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

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

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

#### **PREAUTHORIZED TRANSFERS**

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

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

**Right to Stop Payment and Procedure for Doing So:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us at 1-800-67- BUSEY (672-8739) or write to us at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$35.00 for each stop payment order you give.

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

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

#### **ELECTRONIC CHECK CONVERSIONS**

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

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

## GENERAL PROVISIONS

**Authorization of Transactions:** Each (i) use of the Card and PIN (if applicable), (ii) use of a password for Busey eBank or (iii) delivery of your written authorization shall be deemed your written signature authorization, and an order for us to make the transaction or transactions designated by you. You agree to be liable to us for all transactions done by, for, or on your behalf by use of any EFT Service.

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

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

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

**Preauthorized Credits:** If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, you can call us at 1-800-67-BUSEY (672-8739) to find out whether or not the deposit has been made.

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

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

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

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

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

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

**Modification or Termination of Agreement:** You agree that we may amend or modify the terms and conditions of this Agreement at any time, including partial or complete termination, upon prior written notice to you mailed to the address indicated in our account records. We agree to provide you at least twenty-one (21) days' written notice for any change which would result in increased liability for you, fewer types of available EFT Services or stricter

limitations on the frequency or dollar amount of transfers. However, we may make an immediate change without notice if necessary to maintain or restore the security of our system or any account. If such a change is to be made permanent, written notice will be provided to you within thirty (30) days after the change has been made permanent unless disclosure would jeopardize the security of the system or account.

**Changes in Fees:** We reserve the right, upon twenty-one (21) days' written notice, to change any fee pertaining to EFT Services.

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

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

## EFT RIGHTS AND RESPONSIBILITIES

**Your Liability for Unauthorized Electronic Transfers:** Tell us at once if you believe your Card, PIN, or Password has been lost or stolen or you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of minimizing possible losses. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card, PIN, or Password, you can lose no more than \$50.00 if someone used your Card, PIN, or Password without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card, PIN, or Password, and we can prove we could have stopped someone from using your Card, PIN, or Password without your permission if you had told us, you could lose as much as \$500.00.

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

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

- You must notify us promptly (generally within two (2) Business Days) after learning of the loss of your Card, PIN, or Password.
- You have exercised reasonable care in safeguarding your Card.

This additional limit of liability does not apply to commercial cards.

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

**Our Liability for Failure to Make Transfers:** If we do not complete a transfer to or from your account on time or in the correct account according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line of credit.
- If the Terminal where you are making the transfer does not have enough cash.

- If the Terminal was not working properly and you knew of the breakdown when you started the transfer.
- If circumstances beyond our control (such as a fire or flood) prevent the transfer despite reasonable precautions we have taken.

There may be other exceptions stated in our agreements with you.

**Disclosure of Account Information to Third Parties:** We will disclose information to third parties about your account or the transfers you make: (i) when it is necessary to complete transfers; or (ii) to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (iii) in order to comply with government agency or court orders; or (iv) if you give us your written permission.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFER

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

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

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) Business Days, we may not credit your account.

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

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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### OVERDRAFT ADVANTAGE® STATEMENT

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

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

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

If your account is eligible for the approval of overdrafts, we will assign an Overdraft Advantage® limit based on your deposit and transaction history. The limit may be increased or decreased at the Bank's discretion based on

the activity in your account. Approved items presented for payment when your account does not contain sufficient funds will be deducted from this limit. If an overdraft is inadvertently created in any account, you agree to repay the overdraft immediately, plus the usual overdraft paid item fees. Items consist of, but are not limited to, checks, in-person withdrawals, ATM withdrawals, or by other electronic means.

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

- Overdraft Paid Item Fee (per paid item) = \$35.00
- Maximum Overdraft Paid Item Fee daily = \$210.00 for consumer accounts; no maximum for business accounts

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

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

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

*Overdraft Advantage® Statement Last Reviewed May 2024*

## BUSEY PRIVACY NOTICE

FACTS	WHAT DOES BUSEY DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social security number, assets, or income</li> <li>• payment history and account balances</li> <li>• credit history and credit scores</li> </ul>
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Busey chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Busey share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

To limit our sharing	Call 800-672-8739 and select the option for customer support. <b>Please note:</b> If you are a <i>new</i> customer, we begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit.
Questions?	Call 800-672-8739 or go to <a href="http://www.busey.com">www.busey.com</a>

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

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



Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial or nonfinancial companies.</p> <p><i>Our affiliates include financial companies such as Busey Bank, Busey Capital Management and FirsTech.</i></p>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Busey does not share information with nonaffiliates so they can market to you.</i></p>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p><i>Our joint marketing partners include credit card companies and investment companies.</i></p>