

# PERSONAL ACCOUNT DISCLOSURE



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

## CHECKING PRODUCTS

### **BASIC CHECKING**

- Minimum deposit to open the account is \$50.00.
- No Minimum Balance required.
- The monthly maintenance fee of \$5.00 will be waived with a direct deposit, automatic payment or online statement delivery on this account.
- Unlimited check writing.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.
- Add PLUS Advantages for an additional \$6.00 per month.

### **SENIOR CHECKING**

- Available to customers age 65 or older.
- To open account, select either a minimum initial deposit of \$50, or elect to have a monthly direct deposit.
- No minimum balance required.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.
- Unlimited check writing

*PLUS Advantages, Busey Online Bill Payment, Overdraft Advantage, and internal Pre-authorized Transfers to maintain a requested balance or prevent overdraft, are not available with this account.*

### **PILLAR CHECKING**

- Minimum deposit to open the account is \$50.00.
- Minimum balance required is \$1,500 daily OR \$5,000 in total checking, savings, CD, money market, or IRA balances; if the account does not meet the minimum balance requirement, the maintenance fee will be \$12.00 per monthly statement cycle (Please note that this balance is different than the minimum balance required to open this account.).
- Unlimited check writing.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- Minimum balance required to earn interest is \$1500 daily.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the monthly statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.
- Add PLUS Advantages for an additional \$6.00 per month.
- Eligibility for this account type is limited by federal regulation to individuals, sole owners, public funds, trustees, estates, and not-for-profit corporations operated primarily for religious, philanthropic, charitable, educational, political or other similar purpose.

### **ACTIVE INTEREST CHECKING**

- Minimum deposit to open the account is \$50.00.
- Minimum balance required to earn interest and avoid the maintenance fee is \$750 daily. (Please note that this balance is different than the minimum balance required to open this account.) Account must have five (5) or more transactions per statement cycle.
- If the account does not meet the minimum balance requirement or the activity requirement, the maintenance fee will be \$15.00 per monthly statement cycle.

- Unlimited check writing.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the monthly statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.
- Add PLUS Advantages for an additional \$6.00 per month.
- Eligibility for this account type is limited by federal regulation to individuals, sole owners, public funds, trustees, estates, and not-for-profit corporations operated primarily for religious, philanthropic, charitable, educational, political or other similar purpose.

### **HEALTH SAVINGS CHECKING ACCOUNT**

- Minimum deposit to open the account is \$25.00.
- Minimum balance required is \$3000 daily. If the account does not meet the minimum balance requirement, the maintenance fee will be \$3.00 per monthly statement cycle (Please note that this balance is different than the minimum balance required to open this account.)
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the monthly statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.
- Contributions made to your Health Savings Account without a designation for the tax year intended (previous year or current year) will be deemed as current year contributions, in accordance with IRS guidelines.
- Reimbursements from insurance companies to be credited to your Health Savings Account are not accepted by Busey Bank. Busey Bank will not be responsible for recoding distributions/contributions to your Health Savings Account due to such reimbursement transactions.

## **MONEY MARKET PRODUCTS**

### **MONEY MARKET ACCOUNT**

- Minimum deposit to open the account is \$50.00.
- Minimum balance required is \$2,500 daily balance. (Please note that this balance is different than the minimum balance required to open this account.)
- If the account does not meet the minimum balance requirement, the maintenance fee will be \$15.00 per monthly statement cycle.
- There is a \$6.00 charge for each preauthorized transfer over 6 per monthly statement cycle.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the monthly statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.

### **PILLAR MONEY MARKET ACCOUNT**

- Minimum deposit to open the account is \$50.00.
- Minimum balance required is \$2,500 daily balance. (Please note that the balance is different than the minimum balance required to open account)

- If the account does not meet the minimum balance requirement, the maintenance fee will be \$15.00 per monthly statement cycle.
- There is a \$6.00 charge for each preauthorized transfer over 6 per monthly statement cycle.
- Customer must maintain an **active** Pillar Checking account\* to be eligible for Pillar Money Market. If an **active** Pillar Checking account is not maintained then account will be converted to our standard money market account.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the monthly statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.

\*Active Pillar Checking account requires one ACH transaction monthly.

## SAVINGS PRODUCTS

### REGULAR SAVINGS

- Minimum deposit to open is \$50.00 (\$25.00 to open a savings account for an individual under 21 years of age (minor)).
- Minimum balance required is \$300.00 daily balance. (This requirement does not apply to minors. Please note that this balance is different than the minimum balances required to open this account.)
- If the account does not meet the balance requirement the maintenance fee will be \$3.00 for that month. There is no minimum balance requirement for a minor savings account.
- A minor savings account will convert to a Regular Savings account when minor reaches 21 years of age.
- There will be a \$1.00 fee for each withdrawal over 3 per month.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the balance in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on the last day of the calendar quarter. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.

### HOLIDAY CLUB ACCOUNT

- Minimum deposit to open is \$5.00.
- No Minimum Balance required.
- There will be a \$5.00 fee if the account is closed early.
- A monthly automatic transfer from a Busey account is required. On October 31 of each year, your specified Busey account will be credited. No periodic withdrawals may be made during the plan year without closing the account.
- At our discretion, the interest rate and annual percentage yield may change at any time.
- We use the daily balance method to calculate the interest on your account. This method applies the daily periodic rate to the balance in the account each day. Interest begins to accrue no later than the business day we receive credit for deposit of noncash items (for example, checks).
- Interest is compounded and credited on October 31 of each year. If you close your account before interest is credited, you will not receive the accrued interest.
- A positive balance is required to maintain the account and to prevent it from being automatically closed.

## PREAUTHORIZED TRANSFER LIMITATIONS FOR MONEY MARKET AND SAVINGS ACCOUNTS

As required by federal regulations, certain transfer limitations apply to Money Market and Savings Accounts:

- Up to six preauthorized transfers are permitted per money market statement cycle and on a savings account per calendar month. Preauthorized transfers include checks, ACH debits, Busey MasterCard® Debit Card purchases, online banking transfers, online bill payments, transfers requested over the phone, and other automatic transfers.
- Withdrawals of funds made in person or at an ATM and transfers made to pay loans that you have at Busey do not count toward this regulatory limit.
- If the number of transfers exceeds the regulatory limits, a hold may be placed on your account or your funds transferred to a non-interest bearing Checking Account.

## SERVICES and FEES

Overdraft Fee	\$30.00 per item. Items consist of, but are not limited to, checks, in-person withdrawals, ATM withdrawals, or by other electronic means. Accounts which are overdrawn 10 consecutive days will be assessed a one-time \$25 extended overdraft fee.
Dormant Account Fee	\$5.00 per month after 13 months of inactivity for checking, after 25 months of inactivity for savings.
Imaged Statement	No charge
Request for Paid Item	\$2.00 per item
Special Requested Statement	\$25.00
Online Printout	\$2.00
Account Reconciliation	\$20.00 per hour
Telephone Transfer	\$3.00 per transfer. No charge to transfer using Online Banking or Anytime Line
Preauthorized Transfer to Maintain a Requested Balance or Prevent Overdraft	\$5.00 per daily transfer
Written Account Verification	\$5.00 per request
Returned Deposit Item Fee	\$4.50 per item
Credit Reference	\$10.00 per reference
Research	\$20.00 per hour and \$2.00 for each copy
Tax Levy/Garnishment /Summons	\$50.00 each
Bankruptcy Order	\$5.00 per payment
Early Account Closing Fee	Accounts closed within 90 days of opening will be charged a service fee of \$20.00
Negotiable Instruments on Canadian Banks	\$25.00 per item
Replacement Fee for Debit Card or ATM Card	\$5.00 per card for personal accounts \$10.00 per card for business accounts
Closing Account by Mail	\$5.00
IRA Transfer Request	\$25.00
Stop Payment Order	\$30.00 per item. The stop payment order is effective for six (6) months. A stop payment order may be renewed for an additional six months if renewed during the effective time period.

Official Checks	\$4.00 per check for customer
Check Cashing for Non-Customer	\$10.00 per check
Coin Counting	No charge for customer 10% of total for non-customer
Temporary Checks	\$0.50 each
MasterCard Travel Card	\$9.95 per card
MasterCard Gift Cards	\$4.95 per card
Night Drop Service	Zipper Bag - \$5.00 per bag Locking Bag - \$25.00 per bag Lost Key - \$10.00 per key
Bond Coupon Collection	\$8.00 and up
Wire Transfer	Domestic: Incoming - \$10.00 per wire; Outgoing - \$25.00 per wire Foreign: US - \$45.00 per wire; Foreign - 40.00 per wire
Collections	\$25.00 per item
Other Foreign Transactions	Drafts - \$40.00 per draft
Fax Charges	\$5.00 for customer (5 page limit)
ATM Foreign Transaction Fee	\$1.00
Notary Fees	\$1.00 per signature
ebank Bill Payment electronic overnight delivery	\$5.00
ebank Bill Payment overnight check delivery	\$25.00
ebank Bill Payment inactivity fee	\$5.00 per month will be assessed for each user enrolled in Bill Payment if at least one Bill Payment is not completed every calendar month
Dual Signature Verification Fee	\$5.00 per month on accounts requiring two signatures
Multiple Statement Mailing Fee	\$3.00 per month
External Transfer Fees:	Standard Inbound (\$0-\$5000) - NC; Standard Outbound (\$0-\$5000) -\$3.00; Express (Inbound/Outbound Transaction-\$2000 Maximum)-\$6.00; Pay a Person (\$2000 Maximum)-\$3.00
Busey Debit MasterCard	Purchases made internationally will incur a cross border fee of 0.80% of the transaction, as well as a currency convert fee of 0.20% where the transaction requires a currency change.

## **BUSEY BANK**

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

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

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

Schedule of Cut-off Times:  
Branches: Close of business  
ATMs: 2:00 pm CT  
Online Banking: 6:00 CT  
Anytime Line: 6:00 CT

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

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

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

In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 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 \$5,000 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 \$5,000 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 \$5,000 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 \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on Busey Bank will be available on the 1st business day after the day of your deposit.

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

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

### **What Is a Substitute Check?**

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

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

### **What Are My Rights Regarding Substitute Checks?**

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

### **How Do I Make a Claim for a Refund?**

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



Your claim must include:

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

## **BUSEY BANK ELECTRONIC FUNDS TRANSFER (EFT) CUSTOMER AGREEMENT AND DISCLOSURE**

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

### **TYPES OF ELECTRONIC FUND TRANSFERS**

#### **ONLINE BANKING**

Online Banking Services are those services that allow you to access your accounts and pay bills by computer through the Internet. To subscribe to the Online Banking System, you must have at least one account with the Bank. You may use Online Banking for the following types of transactions and services:

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

If you elect to have the Bill Payment option, you may use online banking to make bill payments. A checking account is required for this service. Funds for all bill payments will be debited from your specified checking account on the day the payment is scheduled to be transmitted to the receiver. 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 Payment service.

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

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 Payment 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 (e.g., non-sufficient funds fee) 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 Payment service.

**Request for Password:** You hereby request and apply to us to activate a Password to be used by you to make transfers by use of a computer between accounts now or later designated by you and us through our Online Banking System. You will be



asked to select your own Password the first time you sign on to the Online Banking System. If you forget your password, you may utilize the "Forgotten Password" feature in order to reset your password. If you elect to use this feature you will be required to obtain a one-time passcode which will be sent to you electronically. Once you enter your one-time passcode you must select a new password before proceeding to your account. If you choose not to use the Forgotten Password feature, you must contact the Bank to obtain your passcode.

**Fees and Charges:** Up to six preauthorized transfers are permitted per statement cycle for Money Market or Savings Accounts.

- Preauthorized transfers include checks, ACH debits, Busey MasterCard Debit Card purchases, online banking transfers, online bill payments, transfers requested over the phone, and other automatic transfers.
- Withdrawals of funds made in person or at an ATM and transfers made to pay loans that you have at Busey do not count toward this regulatory limit.

The following Fees and Charges apply if the transaction limitations are exceeded:

- \$6.00 charge for each preauthorized transfer over six (6) per monthly statement cycle from the Money Market account.
- \$1.00 charge for each withdrawal over three (3) per month for Regular Savings or Minor Savings accounts.
- External Transfer fees include:

o Standard Inbound (\$0-\$5000)	NC
o Standard Outbound (\$0-\$5000)	\$3.00
o Express (Inbound/Outbound Transaction-\$2000 Maximum)	\$6.00
o Pay a Person (\$2000 Maximum)	\$3.00

We reserve the right, upon twenty one (21) days' written notice, to change any fee pertaining to electronic funds transfer services.

**Computer Requirements:** You are responsible for the installation, maintenance and operation of your computer and your software. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. The Bank is not responsible for any computer virus related problems that may be associated with the use of the Online Banking system. The Bank shall have no liability to you for any damage or other loss, direct or consequential, that you may suffer or incur by reason of your use of your computer or your software. The Bank makes no warranty to you regarding your computer or your software, including any warranty of merchantability or fitness for a particular purpose.

**Third Party Software; Virus Protection:** The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with Online Banking (e.g., Quicken, Microsoft Money).

The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your computer, diskettes and software using a reliable virus product to detect and remove any viruses found. Undetected viruses may alter corrupt, damage or destroy your programs, files and even your computer. Additionally, you may unintentionally transmit the virus to other computers, diskettes and software.

## CARD SERVICES

Card Services are those services that allow you to access your accounts using a card at an Electronic Funds Transfer Terminal ("Terminal"). You may use your Busey MasterCard<sup>®</sup> Debit Card or Busey ATM Card ("Card") to do the following:

- Make withdrawals from specified checking and savings accounts;
- Make deposits to specified checking and savings accounts at specified terminals;
- Make transfers of funds between specified checking and savings accounts;
- Obtain balance information from your designated accounts;
- Pay for purchases from merchants that have agreed to accept the Card at a point of sale ("POS transaction");
- Obtain a checking account cash advance at any financial institution that honors MasterCard<sup>®</sup>.

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

For POS transactions, the Bank has the right to place a temporary hold on your account in an amount equal to the authorization amount received through the MasterCard<sup>®</sup> system. In certain circumstances, MasterCard<sup>®</sup> permits the authorization amount to be estimated and the amount may exceed or be less than the final amount of the transaction.

The Bank has the right to refuse a transaction on your account when your Card has been reported lost or stolen or when the Bank reasonably believes there is unusual activity on your account.

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

**Request for Card and Personal Identification Number:** You hereby request and apply to us to activate and issue a Card together with a Personal Identification Number ("PIN") to be used by you to make transactions at Terminals or merchants that have agreed to accept the Card at a point of sale. A new account must have a minimum balance of \$50.00 for a debit card to be issued.

**Limitations of Amount and Frequency of Transactions:** As a security measure, when using your Card at an ATM or a merchant, the Bank will limit the amount that may be withdrawn from your account over certain periods of time. Debit Card and ATM transactions are authorized from the available balance in your checking account plus any available Overdraft Advantage limit, if applicable. Purchases requiring either your signature or a PIN and cash authorizations are limited to a total of \$2000 each 24 hour period. You may make ATM withdrawals in an amount of up to \$510 per 24 hour period. For security reasons, there may be times when we further limit the amount and frequency of your Card transactions. The privilege of using the Card in no way constitutes an absolute right to withdraw all funds from your account through the use of the Card.

**Fees and Charges:** There is no charge for ATM withdrawals at machines owned by us. There will be a \$1 charge for each transaction at Automated Teller Machines (ATMs) not owned by us. This fee does not apply to the checking accounts of customers with the Pillar Checking product. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Up to six preauthorized transfers are permitted per statement cycle for Money Market or Savings Accounts.

- Preauthorized transfers include checks, ACH debits, Busey MasterCard Debit Card purchases, online banking transfers, online bill payments, transfers requested over the phone, and other automatic transfers.
- Withdrawals of funds made in person or at an ATM and transfers made to pay loans that you have at Busey do not count toward this regulatory limit.

The following Fees and Charges apply if the transaction limitations are exceeded:

- \$6.00 charge for each preauthorized transfer over six (6) per monthly statement cycle from the Money Market account.
- \$1.00 charge for each withdrawal over three (3) per month for Regular Savings or Minor Savings accounts.

We reserve the right, upon twenty one (21) days' written notice, to change any fee pertaining to electronic funds transfer services.

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

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

**Documentation:** You can get a receipt at the time you make any transfer greater than \$15 to or from your account at a Terminal or Point of Sale.

**Card Ownership and Cancellation:** You acknowledge that the Card has been issued by us and remains our property and may be revoked or cancelled at any time without prior notice to you. You agree to surrender immediately the Card to us upon demand. You may elect to cancel at any time by surrendering and returning the Card. Cancellation by you shall not become effective until the Card is actually received by us.

## BANK BY PHONE

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

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

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

**Fees and Charges:** There is a \$3.00 charge for each transfer request when you call an associate directly.

Up to six preauthorized transfers are permitted per statement cycle for Money Market or Savings Accounts.

- Preauthorized transfers include checks, ACH debits, Busey MasterCard Debit Card purchases, online banking transfers, online bill payments, transfers requested over the phone, and other automatic transfers.
- Withdrawals of funds made in person or at an ATM and transfers made to pay loans that you have at Busey do not count toward this regulatory limit.

The following Fees and Charges apply if the transaction limitations are exceeded:

- \$6.00 charge for each preauthorized transfer over six (6) per monthly statement cycle from the Money Market account.
- \$1.00 charge for each withdrawal over three (3) per month for Regular Savings or Minor Savings accounts.

We reserve the right, upon twenty one (21) days' written notice, to change any fee pertaining to electronic funds transfer services.

## PREAUTHORIZED TRANSFERS

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

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

**Fees and Charges:** Up to six preauthorized transfers are permitted per statement cycle for Money Market or Savings Accounts.

- Preauthorized transfers include checks, ACH debits, Busey MasterCard Debit Card purchases, online banking transfers, online bill payments, transfers requested over the phone, and other automatic transfers.
- Withdrawals of funds made in person or at an ATM and transfers made to pay loans that you have at Busey do not count toward this regulatory limit.

The following Fees and Charges apply if the transaction limitations are exceeded:

- \$6.00 charge for each preauthorized transfer over six (6) per monthly statement cycle from the Money Market account.
- \$1.00 charge for each withdrawal over three (3) per month for Regular Savings or Minor Savings accounts.

We reserve the right, upon twenty one (21) days' written notice, to change any fee pertaining to electronic funds transfer services.

**Right to Stop Payment and Procedure for Doing So:** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Call us at 1-800-67-BUSEY (672-8739) or write to us at Busey Bank, Attention: Customer Support Center, P.O. Box 4028, Champaign, IL 61824 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we shall also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you our normal stop payment fee for each stop payment order you give. You may also be able to stop payment on certain other electronic transfers, such as those you authorize

individually by telephone or on the Internet, or transactions resulting from conversion of your checks, provided you notify us in time to act on your request.

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

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

## ELECTRONIC CHECK CONVERSIONS

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

- Pay for purchases;
- Pay bills.

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

## GENERAL PROVISIONS

**Authorization of Transactions:** Each use of the Card and PIN (if applicable), or delivery of your written authorization, shall be deemed your written signature authorization, and an order for us to make the transaction or transactions designated by you. You agree to be liable to us for all transactions done by, for, or on behalf of you by use of an electronic funds transfer service.

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

**Overdrafts:** If an overdraft is inadvertently created in any account due to an electronic funds transfer service, you agree to repay the overdraft immediately, plus the usual non-sufficient funds fee. If improper overdrafts become a frequent occurrence, we may cancel this Agreement.

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

**Preauthorized Credits:** If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, you can call us at the telephone number listed in this brochure to find out whether or not the deposit has been made.

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

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

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

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

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

**Your Liability for Unauthorized Electronic Transfers:** Tell us at once if your Card, PIN or Password has been lost or stolen or you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of minimizing possible losses. You could lose all the money in your Account plus the maximum authorized credit amount on lines of credit. If you tell us within two (2) business days after you learn of the theft of your Card, PIN, or Password, you can lose no more than \$50 if someone used your Card, PIN or Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss of your Card, PIN or Password, and we can prove we could have stopped someone from using your Card, PIN or Password without your permission if you had told us, you could lose as much as \$500.

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

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

- Your account is in good standing.
- You have exercised reasonable care in safeguarding your card.
- You have not reported two or more unauthorized events in the past 12 months.
- This additional limit of liability does not apply to ATM transactions, to transactions using your PIN, which are not processed by MasterCard®, or 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 Support Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission. Any other notice to us permitted or required by this Agreement should be addressed to us at the address indicated.

**Our Liability for Failure to Make Transfers:** If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages, as the law requires. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money available for use in your account to make the transfer, or if your Card is damaged.
- If the transfer would go over the credit limit on your overdraft line or your authorized Line of Credit.
- If the Terminal where you are making the transfer does not have enough cash.
- If the account is frozen because of a court order or other similar reasons.
- If circumstances beyond our control (such as a fire or flood) prevent the transfer despite reasonable precautions we have taken.
- If necessary authorizations are terminated by operation of law in certain circumstances such as death or legal disability.
- If the Terminal was not working properly and you knew of the breakdown when you started the transfer.
- If we do not receive the necessary transfer data from a third party.
- If the transfer data we receive from a third party is erroneous or incomplete.
- If equipment necessary to process and post your deposit mal functions or breaks down.

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

**Disclosure of Account Information to Third Parties:** We will disclose information to third parties about your account or the transfers you make: (1) when it is necessary to complete transfers; or (2) to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (3) in order to comply with government agency or court orders; or (4) if you give us your written permission; or (5) to provide information regarding improper use of an account or Card.

**Modification or Termination of Customer Agreement:** You agree that we may amend or modify the terms and conditions of this Agreement at any time, including partial or complete termination, upon prior written notice to you mailed to the address indicated in our account records. We agree to provide you at least twenty-one (21) days' written notice for any change which would result in increased liability for you, fewer types of available Electronic Funds Transfers or stricter limitations on the frequency or dollar amount of transfers. However, we may make an immediate change without notice if necessary to maintain or restore the security of this System or any account. If such a change is to be made permanent, written notice will be provided to you within 30 days after the change has been made permanent unless disclosure would jeopardize the security of the System or Account.

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

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

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

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

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

If you tell us orally, it must be to the specified telephone number, and we may require that you send us your complaint or question in writing within 10 business days, using forms supplied by us. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit your account.

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation; we may charge you a reasonable fee for that service.



The resolution of errors concerning advances from credit accounts or other lines of credit shall be governed by the terms of the credit line agreement.

## **BUSEY BANK** **Overdraft Advantage® Statement**

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It is the policy of Busey Bank, (hereafter known as "Bank") to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Depositor's Account Agreement controls the duties, obligations and rights of the Depositor, the Authorized Signatories and the Bank with regard to your checking account. The Depositor's Account Agreement is incorporated herein for all purposes as if it were set forth verbatim, and its terms shall control any possible conflict, if any, between any provision of the Overdraft Advantage® Statement and the Depositor's Account Agreement.

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

Items may consist of checks cashed at our banking centers, withdrawals, checks presented for payment, preauthorized automatic debits, telephone-initiated transfers, or other electronic transfers. ATM withdrawals and Debit MasterCard purchases may also be included if the depositor has Opted-In to have these items paid when there are non-sufficient funds in the account.

Pursuant to the Bank's commitment to always provide excellent customer service, if your personal account (primarily used for personal and household purposes) has been open for at least 45 days the Bank will consider, as a discretionary courtesy and not a right or obligation, approving your reasonable overdrafts when your account is 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
- We assign an overdraft advantage limit based on the age of your account, the average collected balance over the last 3 months, and the number of times the account has been overdrawn on the current and the past year. The limit may be automatically increased or decreased based on these factors and may also be increased or decreased at the Bank's discretion. Of course, any and all bank fees and charges including without limitation, overdraft fees as described below will be deducted from the limit:
  - Overdraft Fee = \$30.00
  - If an account is overdrawn for 10 consecutive days a one-time \$25 extended overdraft fee will be assessed
- The total of the courtesy overdraft (negative) balance, including any and all bank fees and charges, including all overdraft/non-sufficient fees, is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable for such amounts, as described in the Depositor's Account Agreement.

Transactions may not be processed in the order in which they occurred and the order in which they are paid may affect the total of overdraft fees. As a general practice the transactions will clear in the following order:

- Express or scheduled transfers initiated through ebank, small business ebank, the Anytime Line or through Busey Mobile and the Busey Mobile app for iPad®, iPhone® and Android®, smallest dollar amount to largest dollar amount
- ATM Withdrawals and debit card transactions processed with a PIN, smallest dollar amount to largest dollar amount
- On-us checks and debit card transactions processed without a PIN, whether or not a signature is required, smallest dollar amount to largest dollar amount
- Automatic Clearing House (ACH) transactions, transit checks and transfers initiated with a Busey associate, smallest dollar amount to largest dollar amount

Generally the Bank may limit this courtesy to only one account per household.

Again, approval of reasonable overdrafts by the Bank on personal accounts in good standing (as described above) is only a courtesy, and not a right or obligation and 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.



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As a courtesy, this program is automatically provided, and customers have the right to opt-out at any time by contacting the Bank in writing.

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

Updated 02.01.13

## YOUR DEPOSIT ACCOUNT TERMS AND CONDITIONS

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of Florida (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

### **OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION -**

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Single-Party Account** - Such an account is owned by one party. **Multiple-Party Account** - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned. **Multiple-Party Account - Tenancy by the Entireties** - The parties to the account are husband and wife and hold the account as tenants by the entirety. **RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate. **Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to the surviving party or parties. **Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate. **Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate. **Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS -**

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

**STATEMENTS - Your Duty to Report Unauthorized Signatures, Alterations and Forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your Duty to Report Other Errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors Relating to Electronic Fund Transfers or Substitute Checks** (For consumer accounts only) - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only)** - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. Only the owner may designate, substitute, or remove an agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**CHECK PROCESSING** - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a

signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

## BUSEY BANK

### ADDITIONAL TERMS AND CONDITIONS OF YOUR ACCOUNT

Notifying Us of Inaccurate Information Reported to the Credit Bureau. You have the right to notify us if we report any inaccurate information about your account to the credit bureaus. Such notice should be sent in writing to us at Busey Bank, Attention: Customer Support Center, P.O. Box 4028, Champaign, IL 61824.

Restructuring of Checking Accounts for Federal Reserve Regulation D: From time to time, the Bank may restructure your checking account for purposes of Federal Reserve Regulation D. This will not affect the availability of funds of your checking account. Your checking account may consist of two sub-accounts, a transaction account and a non-transaction account. Busey Bank may make transfers between your checking account's two sub-accounts based on your account's activity. Your account statement will reflect the account as a single account and will not reflect the sub-accounts or transfers between sub-accounts in any way.

Account Statements. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

Deposit Rules. The following terms apply to deposits made to your Account: (a) Endorsements. You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1 1/2 inches from the left side of the item when looking at it from the front. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. (b) Final Payment. All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. We reserve the the right to refuse any item for deposit into your Account.

Withdrawal Rules. The following terms apply to withdrawals from your Account: (a) Manner of Withdrawal. You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law. (b) Withdrawal

**Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your Account if you don't have sufficient available funds in your Account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all, of the withdrawals or other debits (such as charges) to your Account, we may post those withdrawals or other debits for which there are sufficient available funds in any order we may choose at our sole discretion. If there are insufficient available funds to cover some of the withdrawals or debits presented against your Account, such items will be handled in accordance with our overdraft procedures or in accordance with any other agreement you may have with us (such as an overdraft protection program). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. Checks or other items drawn on your Account against insufficient available funds may be subject to a service charge. We also may refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.

**Stale Checks.** We reserve the right to pay or dishonor a check more than six months old without prior notice to you.

**Miscellaneous Provisions.** If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for this Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

**USA PATRIOT Act Section 326:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.





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.		
	<b>Reasons we can share your personal information</b>	<b>Does Busey share?</b>	<b>Can you limit this sharing?</b>
	<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
	<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
	<b>For joint marketing with other financial companies</b>	Yes	No
	<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	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	<ul style="list-style-type: none"> <li>■ Call 800-672-8739 and select the option for customer information.</li> </ul> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
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 Wealth Management, Busey Trust Company, Busey Capital Management, Inc., and Trevett Capital Partners.
What we do	
How does Busey protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Busey collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or apply for a loan</li> <li>■ seek financial or tax advice or enter into an investment advisory contract</li> <li>■ pay your bills</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include financial companies such as Busey Bank, Busey Wealth Management, Busey Trust Company, Busey Capital Management, Inc., and Trevett Capital Partners.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Busey does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include credit card companies and investment companies.</i></li> </ul>