

## **FEDERAL ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE AND ONLINE BANKING AND ESTATEMENT CUSTOMER NOTIFICATION AGREEMENT**

This Agreement governs your use of Academy Bank's Online Banking Service ("Service"). It also contains important disclosure information relating to electronic funds transfers made through the Service. By subscribing to the Service or using the Service to access Account information, or to make any transfer between Accounts or payment to a third party ("Payee(s)"), you agree to the terms of this Agreement. Access to Account information, transfers between Accounts and payments to Payees drawn on or debited against your Accounts, are referred to as "Transactions." "Services Guide" means any other instructions, software and manuals, including those online, relating to the Service. "Agreement" means this Online Banking Agreement and the Services Guide, as may be amended or replaced. In the event of a conflict between this Online Banking Agreement and the Services Guide, the Online Banking Agreement shall control. By using any new services that are made available, you agree to be bound by any terms and conditions that we communicate to you concerning the services.

"Account(s)" mean the checking, Money Market, savings accounts, or other accounts designated by you for access through the Service, including your designated Payment Account. In our sole discretion, we may refuse to include, or may exclude from continued use, an Account in the Service. The words "we", "us" and "our" refer to Academy Bank, N.A., the bank which holds the Deposit Accounts accessed by the Service, and any agent, independent contractor or assignee Academy Bank may, in its sole discretion, involve in the provision of the Service. The words "you" and "your" refer to each person subscribing to the Service and each person who uses the Service with the permission of the subscriber.

"Business Days" are Monday through Friday, except legal holidays. You can use the Service on the days and during the hours specified in the Services Guide, except during maintenance periods. However, we can process transactions only on Business Days. "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. Your continued use of the Service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically. The agreements that apply to your Accounts with us, including, but not limited to, The Deposit Account Agreement, the Zelle Terms of Service agreement, the Account to Account Transfers service agreement and this agreement, apply to all Transactions made on the Accounts through the Service.

You agree that we may obtain and review your credit bureau report, from time to time, in accordance with legal and/or regulatory permissible purpose requirements. We may obtain information regarding your accounts with Payees in order to facilitate proper handling and crediting of your payments.

**We encourage you to keep this Agreement for your records. If you have any questions, ask any Personal Banker or Client Care Representative for assistance.**

## **INFORMATION PRINCIPLES FOR INDIVIDUALS**

### **PROTECTING YOUR PRIVACY**

Protecting your financial and personal privacy is important to us. Visit our website ([www.academybank.com/privacy](http://www.academybank.com/privacy)) for a copy of our Privacy Policy.

### **PRIVACY INFORMATION SPECIFIC TO INTERNET USAGE**

1. When you visit our website ([www.academybank.com](http://www.academybank.com)), we want to assure you that we adhere to this Privacy Policy.
2. We collect and store information about "hits" on our website for internal review purposes only. Such information may include the name of the domain from which you access the Internet (such as Compuserve.com or att.net), the date and time you access our site, and the Internet address of the website from which you linked to us. This information enables us to see how you use our website and keep our website user-friendly.
3. In order to provide better service, we will occasionally use a "cookie." A cookie is a small piece of information, which a website stores on your PC for later retrieval. The cookie cannot be read by a website other than the one that set the cookie. We use cookies for a number of administrative purposes, for example, to store preferences for certain kinds of information or to store a password so that it does not have to be input for every visit someone makes to our site. Most cookies last only through a single session, or visit. None will contain information that will enable anyone to contact the visitor via telephone, e-mail, or regular mail. In addition, web browsers can be set to inform the visitor when cookies are set or to prevent cookies from being set.
4. We do not knowingly solicit information from children and we do not market specifically to children. We recognize that protecting children's identities and privacy on-line is important and that the responsibility to do so rests with parents and the on-line industry. You will be responsible for maintaining protection against unauthorized third-party access to your private information stored on or transmitted to and from your computer. Except as otherwise provided in the Deposit Account Agreement, the Bank will not be responsible for any loss.

### **PROTECTING ONLINE APPLICATIONS**

When you apply online for accounts or services, or enroll in online banking, you provide personal information that is necessary for us to process your application.

We, along with the outside companies with which we work, if applicable, may keep the information you provide to us, along with information we collect from outside sources, so that we can offer you accounts and services related to your financial needs.

### **HYPertext LINKS**

You may access other websites that have been selected by Academy Bank from our website through a hypertext link. When leaving the Academy Bank website through a hypertext link, a banner will

appear advising you that we do not endorse any information or additional information that may be on that website. These links are provided solely for client convenience.

#### HOW WE HANDLE E-MAIL

We preserve the content of your e-mail, your e-mail address and our response so that we can more efficiently handle any follow-up questions you may have. We also do this to meet legal and regulatory requirements. If we think that a particular Academy Bank account or service might apply to your situation, we may occasionally contact you at your e-mail address to inform you of potential benefits and availability.

As part of this agreement you agree we are permitted to send messages about bank products and services that may fit your needs to the e-mail address you provide in connection with online banking and eStatements. You may elect to not receive such messages at any point by calling us at 1-877-712-2265. Any such messages we send will also explain how you can stop receiving these messages.

For secure transmissions, your e-mails to us should be sent through our Secure Mail pages. You may also contact us by phone, U.S. mail or by visiting your nearest branch. See our Contact Us link and our branch locator web pages for additional information about contacting us.

#### WHAT WE DO WITH ONLINE SURVEYS

The information you provide on surveys and promotions on our web site/social media pages will be used for internal marketing purposes, including developing web site information and services that you may find helpful. In addition, we may inform you of new accounts and services we may offer in the future based on the information you provide to us.

#### NO DATA "CAPTURE" WITH PLANNING TOOLS

There are planning tools throughout the site to help you make the financial decisions that are right for you in the privacy of your home. We encourage you to try all your "what-if" scenarios as often as you like. Examples include the mortgage monthly payment calculator and the savings goal educational pages.

When you use planning tools on our Web site, the calculations run on your PC or our server. We do not capture the personal information you provide on these planning tools.

#### **MISCELLANEOUS**

**Consolidation Sites.** Please use caution when using consolidation sites. Consolidation sites are Internet sites which offer the ability to collect all your personal information on one site. For example, you may be encouraged to provide consolidation sites your personal finance information, such as

your Online ID, Access ID, PC Password or PIN for Online Banking. NEVER PROVIDE THIS INFORMATION TO A SITE THAT YOU DO NOT RECOGNIZE AND FULLY TRUST.

YOU SHOULD KNOW: ALL transactions initiated by a consolidation site using access information you provide are considered to be authorized by you, whether or not you were aware of the specific transaction. You may revoke this authority only by notifying us, and we may need to block your account until we issue new access codes.

We are committed to making sure that your Online Banking is safe and secure. With our own security infrastructure in place, we are confident that access to your accounts is private and secure; we are unable to provide similar assurances for other websites. While we work to protect your banking privacy, you also play a role in protecting your accounts. Only provide your Access ID or Online ID when your browser shows a secure connection directly to the Academy Bank website or to another site you have investigated and fully trust.

Information may also be exchanged with credit bureaus and similar organizations, provided when legally required or permitted, or in connection with a fraud investigation, an acquisition or the sale of your account to another financial institution.

Please note that since we cannot control information on other Internet sites, we are not responsible for the content of sites linked from [www.academybank.com](http://www.academybank.com).

### **COUNT ON OUR COMMITMENT TO YOUR PRIVACY**

You can count on us to keep you informed about how we protect your privacy and limit the sharing of information you provide to us - whether it's at a branch, over the phone or through the Internet.

### **Academy Bank RESERVES THE RIGHT TO CHANGE THIS POLICY AT ANY TIME.**

Questions concerning the privacy of your information at Academy Bank, N.A. should be directed to:

Academy Bank, N.A.

Privacy Officer

PO Box 26458

Kansas City, MO 64196-6458

Telephone: 1-877-712-2265

E-mail: [privacy@academybank.com](mailto:privacy@academybank.com)

**If you send e-mail to us, please remember that e-mail is not secure against interception. If your e-mail contains information that is very sensitive or includes personal information such as your account numbers, credit/debit card number, or social security number, you may want to send this information via postal mail.**

## **SECURITY**

Regardless of whether you are using a Public Computer or your own private computer, you are responsible for protecting the confidentiality of your User Name and Password. We urge you to use maximum caution in protecting this information.

When you opened your Account with Academy Bank, we provided you with a Deposit Account Agreement. Those are updated from time to time. We will provide the most recent version upon request. You can also view or download a copy from our website. The Deposit Account Agreement continues to apply to your Account and are incorporated by reference into this Agreement.

Internet connections can be insecure and may provide the opportunity for the unauthorized interception, diversion, access or disclosure of your private information. Computers are regularly subjected to attacks by third-parties attempting to obtain unauthorized access to your private information through malicious software, malware, spyware or other electronic means. You are responsible for maintaining protection against unauthorized third-party access to your private information stored on or transmitted to and from your computer or any Public Computer which you choose to use. Except as otherwise provided in our Deposit Account Agreement, we are not responsible for any loss, financial loss, injury or damage, whether direct or indirect, special or consequential, arising in any way out of the installation, use or maintenance of your PC, electronic device or related software, including without limitation that use of any information obtained by a third-party from your PC by any means including that obtained by the use of any malicious computer code or program.

## **PASSWORDS AND/OR PERSONAL IDENTIFICATION NUMBER (PIN)**

Passwords and/or Personal Identification Number(s) ("PIN") are provided for your use and protection. You must change the password and/or PIN to a unique number at the time you first use the Service. You agree to: (a) not disclose the password and/or PIN or otherwise make it available to anyone else; (b) use the password and/or PIN as instructed in the Services Guide; (c) immediately notify us of any loss or theft of the password and/or PIN; and (d) be liable for the password and/or PIN and for its authorized use and for its unauthorized use as described in this Agreement. Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your password and/or PIN as your authorization for any Transaction through the Service. You are responsible for all Transactions you initiate or authorize using the Service. **If you permit any other person to use the Service or your password and/or PIN, you will have authorized that person to access your Accounts and you are responsible for all Transactions that person initiates or authorizes from your Accounts.**

We reserve the right to implement additional security procedures, such as limiting the frequency and dollar amount of transactions from your Accounts for security reasons.

### **TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSACTIONS OR STOP PAYMENTS**

Tell us AT ONCE if your password and/or PIN has been lost or stolen. If you believe your password and/or PIN is subject to unauthorized use or that someone has transferred or may transfer money from your Account without your permission, call or write us at the telephone number and address listed below:

Academy Bank  
Online Banking Customer Service  
PO Box 26458  
Kansas City, MO 64196-6458  
1-877-712-2265

### **TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS - Account Access**

Upon request, you may use the Service to:

#### **Access your Account Online.**

You may obtain account balances and transaction information including access to your periodic statements, for your Accounts.

**Transfer funds between your Deposit Accounts.** A request to transfer funds between Accounts may not result in an immediate transfer or immediate funds availability because of the time required to process the files. If there are not available funds in the Deposit Account from which a transfer is being made at the time the transfer is processed, the transfer will be canceled, and we will not make the transfer at a later date. You may schedule transfers for future dates. Requests made after 9:30 p.m. Central Time or on a non-Business Day will be considered made for the next Business Day.

**Send electronic mail (e-mail) to us and receive e-mail from us.** We may not immediately receive e-mail that you send. We must have a reasonable opportunity to act before taking action on your e-mail requests. You cannot use e-mail to make a bill payment, account inquiry or funds transfer. You may not use e-mail to stop payment, report unauthorized use of your password and/or PIN, or to report an unauthorized Transaction. You must notify us by calling or writing us at the phone number or address listed above or through a secure message from inside online banking.

**Wire Transfers.** You may request an outbound wire transfer from your account based on limits established at the bank's discretion.

**Payments to Third Parties.** You may initiate funds transfers to third parties through Zelle. See the Zelle Terms of Service Agreement.

**Initiate transfers to or from your account at other financial institutions.** See the Account to Account Transfers Terms of Service Agreement. In some cases, we may allow transfers of funds to third parties through the service as described in the Account to Account Terms of Service Agreement.

**Online Bill Payment** You hereby authorize us to make payments from your designated checking Account "Payment Account" in the amounts you request to persons or businesses in the United States (each, a "Payee"). You further authorize us to make payments on your behalf by bank check ("Check Payments") or electronic funds transfers ("EFT Payments") drawn on or debited against your Payment Account. We will decide, in our sole discretion, which payment method to use on a case by case basis.

You must specify the date ("Payment Date") by which you want us to issue a Check Payment or EFT Payment. That day can be any Business Day up to 360 days in the future. You must give the bill payment instructions not less than 7 business days in advance of the day on which the payment is due to the Payee. If checks written and/or EFT transactions initiated by you are presented on a Payment Date, we will, in our sole discretion, determine the order in which these payments are processed.

While most Payees can be reached through the Service, we reserve the right to refuse to allow you to designate any particular Payee or classes of Payees. You may not make a payment of alimony, maintenance, child support, taxes, or other governmental fees or court-directed payments through the Service. We shall have a reasonable opportunity to act before changes to your Payee list are effective. Funds are available for transfers and payments in accordance with our Funds Availability Policy contained in your Deposit Account Agreement. If there are not sufficient available funds in the Payment Account to make payments you have authorized, we may either refuse to honor payment requests or may make the payment and thereby overdraw the Payment Account. In either event, you will pay on demand the negative balance and are responsible for any insufficient funds and return item charges. If you overdraw your account with us, and transfer funds from another account to cover the overdraft, you are bound by the rules and regulations which apply to that transfer or credit privilege. If we refuse to honor a payment request due to insufficient available funds, that particular payment will be canceled.

**It is your responsibility to transmit your bill payment authorizations in such a manner that your bills are paid on time. You are responsible for any late payment charge, finance**

**charge, penalty or default that may result from your failure to transmit payment authorizations in sufficient time.**

We will not be liable to you if a Payee cannot or will not accept a payment made through the Service. You agree to notify us promptly if you receive notice from a Payee that a payment you made using the Service has not been completed or remains unpaid. We will not be liable to you for any 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.

**Limitation on Dollar Amount and Frequency of Transactions.**

Subject to available Deposit Account balances, bill payments can be made for any amount up to \$10,000. Total payments during a business day may not exceed \$20,000. There are no limitations on the number of Transactions that can be made during any time period to or from any Account.

## **CHARGES FOR TRANSACTIONS OR RIGHT TO MAKE TRANSACTIONS**

Online banking and online bill payment are free services. However, if you elect to receive account alerts via text message, there may be costs associated with your cell phone carrier or your cell phone plan. You should check with your carrier to make sure you understand whether there are charges they impose.

Online Account Access/Bill Payment – there is no monthly service charge for this service. However, if there are insufficient funds in the Payment Account, we may debit any Deposit Account for the amount of fees and service charges owed for use of the Service. Fees may be assessed for optional services selected. We may change or add fees, without notice unless required by law. The fees in our Deposit Account Agreement also apply.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your Account or the Transactions you make: When it is necessary for completing Transactions; or in order to verify the existence and condition of your Account for a third party, such as a credit bureau, merchant, Payee or holder of a check issued through the Service; or in order to comply with government agency or court orders, or to give information to any governmental entity having legal authority to request such information.

## **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**



You will receive a monthly statement if you have an Account upon which checks or drafts may be drawn. You will receive a savings statement quarterly unless there are electronic transactions during the month. A savings statement will be provided monthly for accounts with electronic transactions.

### **RIGHT TO STOP PAYMENT, PROCEDURE FOR DOING SO, AND BANK'S LIABILITY FOR FAILURE TO STOP PAYMENT**

Canceling Online Payments through the Service. After a payment request is transmitted, you are unable to cancel a payment through the Service, if, for example, the payment date or payment amount is incorrect. See your Deposit Account Agreement for other provisions relating to stop payments.

### **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. However, there are some exceptions. We will NOT be liable for instance –

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- The transfer would be over the limit of your available credit limit.
- You have not properly followed instructions for using the Online Banking Service, or if your computer, software, related equipment, electrical power or telephone service fails or malfunctions.
- The Payee information necessary to complete the payment stored on your PC's hard drive and/or the host has been lost or corrupted.
- You do not authorize a payment soon enough for your payment to be received by the Payee by the time it is due.
- Withdrawals from any of your accounts have been prohibited by a court order such as a garnishment or other legal process, or the account is in dispute or restricted for any other reason.
- The Online Banking Service was not working properly, and you knew about the breakdown when you started the transfer.
- A Payee does not accept, mishandles or delays handling payments.
- You have not provided the correct and complete Payee Name, address, or account information or payment amount.
- Circumstances beyond our control (such as fire, telecommunication outages and malfunctions, strikes or natural disasters) prevent the processing of a transfer.
- Delays or losses of payments caused by the U.S. Postal Service or other commercial delivery service.
- If your account is frozen because of a delinquent loan.
- There may be other exceptions stated in our Deposit Account Agreement with you.

### **LIMITATION OF LIABILITY**

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use of the Service or arising in any way out of the installation, operation, or maintenance of your computer or related equipment.

## **LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe there has been an unauthorized transaction from your Account. Telephoning is the best way of keeping possible losses down. If you tell us within 2 Business Days after you learn of the loss or theft of your access device, you can lose no more than \$50 if someone deposited, withdrew or transferred funds without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your access device and we can prove we could have stopped someone from transferring funds without your permission if you had told us, you could lose as much as \$500. Also, if your Account statement shows Transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

## **ERROR RESOLUTION PROCEDURES**

Tell us AT ONCE if you believe your ATM or VISA debit card or PIN has been lost or stolen. If you tell us within two (2) business days after you learn of a loss or theft of your card or PIN, you can lose a maximum of \$50.00 if someone uses your card and/or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. VISA rules limit your liability if you report a lost or stolen VISA debit card. Visa rules limitations do not apply if you are grossly negligent, for instance, by writing your PIN on the card.

Also, if your statement shows any transfer that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after sixty (60) days if we can prove that we could have stopped someone from making the unauthorized transfers if you had told us in time. If you believe that your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address set forth below. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call; 1-877-712-2265 or write: Card Management Dept., P.O. Box 26458 Kansas City, MO 64196-6458

**In case of Errors or Questions About Your Electronic Transfers:** Telephone us at 1-877-712-2265 and press 0 to speak to a Client Care Representative as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the

statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. You will not receive provisional credit until we receive your written complaint.

We will determine whether an error occurred within 10 business days (5 business days for VISA debit card point of sale transactions) 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 (5 business days for VISA debit card point of sale transactions) 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 (5 business days for VISA debit card point of sale transactions), 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 in 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.

### **INTERNET CONNECTION**

We use SSL technology to protect the integrity of your communications to us. Even though this technology provides the most secure communications available to the public, it is possible for unauthorized persons to gain access to your computer systems, networks, and any and all information stored therein. **If unauthorized persons gain access to your personal information despite our best efforts to prevent such access, you understand and agree that we are not responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.**

### **ESTATEMENT CUSTOMER NOTIFICATION:**

You are consenting to receive Bank eStatements to replace your mailed (paper) statement with an electronic version (PDF) that you can view, save to your computer or print at your convenience. Your eStatement will replace all of your future paper account statements. You are consenting to electronic delivery of account-related notices and other regulatory information that you would normally receive in the envelope with your paper account statements (collectively, "regulatory inserts"). You understand and agree that we may provide to you in electronic format only, by posting the information through Online Banking or via email, all agreements, disclosures, notices, statements and other information and communications regarding your current and future accounts, services and products.

The receipt and use of eStatements requires that you have (i) access to a computer with an active internet connection and required browser; (ii) from which you can access your personal e-mail; and (iii) in a location where you are comfortable viewing personal financial information. It is not recommended that you use a computer to which other individuals or members of the general public also have access ("Public Computer") because of an increased information security risks and the increased likelihood that your confidential information may be made available to others. Although not necessary for review of eStatements, having a computer that is private allows you to download your eStatements and save them to the hard drive. Finally, having a printer available is also not necessary, but helpful.

E-mail delivery of the notification for your account statement(s) can offer significant advantages in terms of speed and convenience. Generally, we can deliver eStatements to you within two business days of the end of the statement period. You will be able to print eStatements in print-friendly Portable Document Format ("PDF"), provided that your computer has a browser that is able to view and print dynamically generated PDF. You may save eStatements by downloading and saving the documents in PDF format the way you would any other file from the Web. In order to generate the PDF version, you will need to have Adobe Acrobat Reader on your computer.

#### DESCRIPTION OF SERVICE

E-mail notices will be sent for accounts with online delivery. We will maintain online access to each eStatement for a period of up to 18 months from the date on which your eStatement is made available.

You understand that an eStatement will consist of what you currently receive in the mail. If you currently receive imaged copies of checks with your paper statement, then the same will be available with your eStatement. If you currently do not receive images of checks with your paper statement, then check images will not be available with your eStatement.

We often include with your paper account statement other periodic notices. We refer to these as "regulatory inserts." When you consent to electronic delivery of your account statements, you will also be consenting to electronic delivery of regulatory inserts. This includes required disclosures such as changes to Bank client policies (e.g., account maintenance fees or privacy policy), summaries of updated account features, and amendments to your account agreements.

You can turn off eStatement delivery at any time by contacting Us and will not be charged a fee for doing so. When you turn off eStatements, you will automatically begin receiving mailed (paper) statements with your next statement cycle. Additional fees, which may be then in effect for paper (mailed) statements, will apply.

#### E-MAIL COMMUNICATIONS

You must provide us a correct e-mail address that will be used to deliver e-mail notifications when a new statement is available to view online.

By accepting this eStatement Delivery Agreement and Disclosure, you are verifying that as of the date of your acceptance, you have provided us with your most current email and physical address and mailing address (if different) information, and you agree to promptly notify us of any change to any of those addresses. You agree that we will be deemed to have acted reasonably if we attempt to deliver the e-mail notice to the e-mail address you have provided.

Should you change your e-mail address for any reason, you agree to notify us immediately to ensure that your Service and our communication are not interrupted. You may change your e-mail address within Online Banking, by calling our Client Care Center at 1-877-712-2265 or writing to Academy Bank, N.A. PO Box 26458, Kansas City, MO 64196-6458.

#### EQUIPMENT AND ACCESS

You understand that you are responsible for installation, maintenance and operation of your computer and its software. We are not responsible for any errors or failures to your computer or its software. You are responsible for accessing, opening and reading statements. It is your responsibility to notify us if any statement is not accessible, is incomplete or is unreadable. In the event any of the above problems exist and you are unable to retrieve a copy of your statement, we will supply a paper copy of your statement at your request; however, a fee may apply subject to our current schedule of fees and we may not be able to provide you with that statement if a substantial period of time has passed from when that statement was first made available to you. We are not accepting any responsibility to archive your statement beyond the time required by applicable law.

You understand that you must complete the entire registration process to affirm your ability to receive, open and view your eStatement electronically.

## **MOBILE BANKING**

By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Mobile Banking and any software you may obtain from Mobile Banking ("software") may not be available at any time for any reason outside of the reasonable control of Academy Bank or any service provider. Our participating carriers include (but are not limited to) AT&T, Sprint, T-Mobile, U.S. Cellular, Verizon Wireless. You acknowledge that Mobile Banking is dependent upon the availability and quality of the wireless network through which you are accessing Mobile Banking and, as a result, Mobile Banking may not be accessible or have limited utility depending upon your choice of wireless network and the availability of data services provided by your mobile carrier. For example, a text message may be delayed or may fail to reach your mobile device. We cannot guarantee and are not responsible for the availability or utility of your wireless service. You may be charged fees by your mobile carrier. When you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with your service providers, including but not limited to, your mobile service provider and their Agreement does not amend or replace any of our agreements. You agree that only your mobile service provider is responsible for its products and services. You agree to resolve any problems with your provider directly without involving us.

We do not warrant that Mobile Banking will meet your requirements, operate without interruption or be error-free, and we will not be liable for any loss or damage caused by the unavailability or improper functioning of Mobile Banking, or for any actions you take in reliance on Mobile Banking, including without limitation, service interruption, inaccuracies, delays, or loss of data.

As part of our Mobile Banking service, Academy Bank offers access to your account information (to obtain balances and last transactions) over SMS, as well as the option to set up alerts based on certain activity in your accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verifications done by the user receiving an SMS message with a verification code which you will have to enter on the website. Additionally, you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered. This program will be ongoing. **Message & data rates may apply.** Customers may unenroll at any time.

You may choose to access the Service using an Internet-enabled mobile device. Some function(s) of the Service may not be available through the Web browser. We reserve the right to modify, delete or add services at any time. We may also limit the types and number of accounts eligible for Mobile

Banking and may choose not to complete any transaction you request through Mobile Banking. For security purposes, we may also limit the type, frequency and amount of transactions we will permit using Mobile Banking and may change or impose the limits without notice to you.

**Questions:** You can contact us at 1-877-712-2265 or send a text message with the word "**HELP**" to **392265**. We can answer any questions you have about Mobile Banking.

**To stop** messages from coming to your phone, you can opt out of the program via SMS. Just send a text with the word "**STOP**" to **392265**. You will receive a confirmation text message. After that, you will not receive any future messages.

#### PRIVACY AND USER INFORMATION

You understand that data transmitted to mobile devices is not encrypted, meaning that others may be able to intercept transmissions of data relating to your Accounts. You agree to take precautions to protect the security and integrity of your Accounts when using Mobile Banking, including but not limited to (a) not leaving your mobile device unattended while logged into Mobile Banking; (b) logging off immediately after using Mobile Banking; (c) not providing your user name, password, or other access information to any unauthorized person. You agree that you are solely responsible for all transactions made with respect to your Accounts by any person you allow to use your mobile device, login information or other means of accessing Mobile Banking.

You acknowledge that in connection with your use of Mobile Banking, Academy Bank and its affiliates and service providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Academy Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Academy Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions, and any applicable license, but disclaims any obligation to monitor, filter, or edit any content.

#### RESTRICTIONS ON USE

You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and

regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Academy Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Academy Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms or bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Academy Bank or any third-party service provider involved in providing Mobile Banking, or any other third-party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third-party. You agree that you will not attempt to (a) access any software or services for which your use has not been authorized; (b) use or attempt to use a third party's account; (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

#### USE OF GOOGLE MAPS

You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.



## CONSUMER MOBILE DEPOSIT AGREEMENT

This Agreement governs your use of Academy Bank's Mobile Deposit Service (the "Service"). The Service allows you to make deposits to your Accounts remotely by sending images of checks to us for deposit through your smart phone. By enrolling in the Service or using the Service, you agree to the terms of this Agreement. Your Accounts are also subject to the terms of the agreements governing your Accounts relating to the Service, including the Deposit Account Agreement and the Online Banking Terms and Conditions. Deposits are subject to verification and are not available for immediate withdrawal. Deposit limits and restrictions apply.

In this Agreement, the words "we", "us" and "our" refer to Academy Bank and any agent, independent contractor or assignee Academy Bank may, in its sole discretion, involve in the delivery of the Service. The words "you" and "your" refer to each person subscribing to the Service and each person who uses the Service with the permission of the subscriber. Additional capitalized terms shall have the meaning set forth below.

### DEFINITION

- "Agreement" means this Consumer Mobile Deposit Agreement, as they may be amended or replaced from time to time.
- "Account(s)" mean the checking, money market, savings, or other account(s) that you access through the Service.
- "Business Days" are Monday through Friday, except legal holidays.
- "Check Image" means an electronic image of an original paper check.
- "MICR Data" means information from the Magnetic Ink Character Recognition printed on the bottom of checks which includes routing, transit, account and check numbers.
- "Regulation CC" means Regulation CC as adopted by the Federal Reserve Board, set forth at 12 C.F.R. Part 229.
- "Remotely Created Checks" mean remotely created checks as defined in Regulation CC, and include checks that, among other things, do not bear the signature of the person on whose account the check is drawn.
- "Substitute Check" means a paper document that is created from an image and meets the definition of a "substitute check" under Regulation CC.

### THE SERVICE

In order to participate in the Service, you must at all times maintain an Account with us. The Service permits you to take an image of a check with your smart phone and deliver that image to us for deposit, in accordance with our requirements. You retain the original paper check after you make the deposit. If we accept a Check Image for collection, we will attempt to collect the item by presenting the Check Image or converting the Check Image to a Substitute Check, or in any other manner. The manner in which the Check Image or Substitute Check is presented for payment, cleared and collected will be determined by us, in our discretion. You agree that all Check Images you deposit

through the Service will be considered "items" and "instruments" under the Uniform Commercial Code, as if they were the original paper items. We may terminate the Service or change, modify, add or remove requirements or functionality in connection with the Service at any time, without notice to you. You understand that in the event the item you submitted for deposit is returned unpaid, you will receive only a copy of the Check Image, the Substitute Check, or other information available to us, depending on the manner of presentment.

#### YOUR ELIGIBILITY FOR THE SERVICE

We will determine from time to time at our discretion if you are eligible for the Service. We may impose limits from time to time on the amount or number of deposits you make through the Service and in our sole discretion, we may refuse to permit you to make deposits to a particular Account through the Service. We may suspend or terminate your use of the Service at any time and without prior notice to you. You must at all times maintain an Account with us. You may not use the Service at a location outside the United States. We reserve the right to review your use of the Service and your security practices and may require you to implement reasonable and necessary controls in order to continue to use the Service.

#### ITEMS ELIGIBLE FOR THE SERVICE

We may decline to accept any Check Image you submit through the Service, in our sole discretion. Only a check, (as defined in Regulation CC) payable on demand and drawn on or payable at an office of a United States bank is eligible for deposit as a Check Image through the Service. You must physically endorse each paper check and ensure that all endorsements are obtained prior to creating a Check Image for transmission to us. Your endorsement must state "For Mobile Deposit at Academy Bank. Your name and your account number." Checks received without a complete endorsement may be rejected. Examples of items that are not eligible for deposit through the Service include: checks drawn on banks located outside the U.S., travelers checks, checks payable in a currency other than U.S. currency, savings bonds, money orders, promissory notes. In addition, you may not deposit any of the following through the Service: checks payable to a person other than you (even if the check is endorsed over to you), fraudulent checks, or checks you should have known are fraudulent, stale checks (more than 6 months old), checks that have been previously deposited with us or at another financial institution, Substitute Checks, Remotely Created Checks, checks containing alterations of any kind, or any other type of item that we determine from time to time to refuse to accept through the Service. If you scan and attempt to deposit one of the items that are not eligible for deposit, we may, at our option, reject the deposit and notify you that it is rejected. In such a case, we are not required to return the image of the item that you attempted to deposit.

## TECHNICAL REQUIREMENTS/ACCURACY OF IMAGES

In order to use the Service, the mobile phone you use must meet the technical requirements we specify from time to time. We have no responsibility for any technical difficulties you may have with accessing the Service, including difficulties with your phone or your mobile carrier.

You are solely responsible for accurately capturing a clear and complete image of each paper check, including MICR Data. If your Smart phone produces Check Images that we determine are not of acceptable quality, we may, at our option, reject your deposit (although we have no obligation to inspect the Check Images you submit for deposit). You are required to inspect all Check Images to ensure the legibility of the Check Image, including without limitation the dollar amount of the check, the signatures of the persons signing and endorsing the check and the MICR Data.

You are responsible for any errors as a result of your failure to follow our guidelines or requirements when submitting a Check Image for deposit. We have no liability to you for any failure to process a deposit of a Check Image for which you have not provided us (i) full and correct information from the original paper check, (ii) an accurate and legible image of the original paper check, or (iii) a Check Image in compliance with our formatting standards and other guidelines we have made available to you.

## OUR RECEIPT OF CHECK IMAGES

Any transmission of a Check Image for deposit made after the cut-off time we establish from time to time will be deemed to be received by us at the opening of the next Business Day. A Check Image transmitted for deposit using the Service is received when the entire transmission in which the Check Image is contained is received and approved by us.

We are not responsible for Check Images that we do not receive for any reason, including a transmission error. A Check Image is deemed to be received by us only when we send you confirmation that we have received the Check Image. Even after we confirm receipt, the Check Image may be rejected by us for any reason, in our sole discretion.

You understand that we have no obligation to verify the accuracy or quality of any Check Image prior to processing the deposit. We may, in our discretion, reject a Check Image at any time before we submit it for collection. We have no obligation to reject, repair, alter, amend, or re-format in any manner a Check Image that you transmit to us for deposit.

## YOUR REPRESENTATIONS AND WARRANTIES

Each time you submit a Check Image to us for deposit to an Account through the Service, you are deemed to have made the same representations or warranties to us that would have applied if you

had deposited the original paper check, and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a Substitute Check created from the Check Image. In addition, you make the following specific representations and warranties:

- The Check Image is a complete and accurate representation of the front and back of a check which is eligible for deposit under this Agreement, including the MICR Data.
- The original check used to create the Check Image has not been previously deposited with us or at any other financial institution, duplicated or used to create another image or electronic fund transfer.
- The Check Image satisfies our image quality standards, as we may establish them from time to time.
- All information you have provided to us is accurate and complete.
- No subsequent transferees of the Check Image, or any Substitute Check created from the Check Image (including Academy Bank, a collecting or returning bank, drawer, drawee, payee or endorser) shall sustain a loss as the result of the fact that the Check Image or Substitute Check was presented for payment or returned instead of the original paper check.
- You are a person entitled to endorse the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you and you have no knowledge of any insolvency proceeding against the drawer.
- You are acting in compliance with this Agreement, your deposit account agreement and all applicable laws and regulations.

#### INDEMNIFICATION

With respect to your use of the Service and each Check Image that you transmit to us, in addition to any other indemnification obligations that you may have pursuant to other agreements with us, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including without limitation, reasonable attorney's fees and court costs) (collectively, "Claims") arising directly or indirectly from or relating to your use of the Service or your breach of the representations, warranties or covenants set forth in this Agreement, including without limitation any such Claims relating to (a) any duplicate, fraudulent, altered or unauthorized check, Check Image or Substitute Check, (b) our acceptance of or creation of a Check Image or Substitute Check rather than requiring presentment of the original physical check, (c) your attempt to duplicate the presentation to us or any other depository institution of a Check Image through the presentation of the original physical check or any Check Image or Substitute Check derived from the original physical check, or (d) our inability to qualify as a holder in due course of any physical check or the Check Image of a physical check under the Uniform Commercial Code.

#### RETENTION OF ORIGINAL CHECK

When the Check Image you have submitted to us for electronic deposit has been credited to your account, you must mark the original check with the word "VOID MOBILE DEPOSIT MM/DD/YY" in ink

which cannot be erased, and you must retain the physical check securely for period of ten (10) days. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request at any time. If you fail to produce the original check upon our request during the ten (10) day period, you authorize us to deduct the amount in question from your account, regardless of whether such deduction may cause your account to become overdrawn, and to pay any associated fees. At the expiration of the ten (10) day period, you must destroy the original paper check.

#### FUNDS AVAILABILITY

You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 7:00 p.m. Central time on a business day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in five (5) business days from the day of the deposit. We may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction and experience information and other such factors that the Bank, in its sole discretion, deems relevant. If we delay availability of funds from your deposit, we will notify you by email at the email address provided through your Online Banking enrollment. You may update your phone, physical address or email address at anytime through Online Banking.

#### SECURITY PROCEDURES

You are solely responsible for the security of your access to the Service. You should not provide access to the Service to anyone other than an owner of the Account. You must comply with the security procedures or practices we require from time to time. You are also solely responsible for safeguarding the security and confidentiality of any information obtained through your use of the Service, for physical checks which you have imaged and for preventing errors or unauthorized access to the Service and/or your Accounts.

#### AVAILABILITY OF THE SERVICE

We will use reasonable efforts to make the Service available; however, the Service may be unavailable from time to time for maintenance or other reasons. If the Service is unavailable or any reason, you must make your deposits in another manner. We make no representations or warranties about the availability of the Service. In addition, we will not be liable for any inaccurate or incomplete transmissions deposits you have attempted to make through the Service which were not completely processed or posted.

## **NO WARRANTY**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **LIMITATION OF LIABILITY**

WE WILL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICE, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## **CHANGES TO THE AGREEMENT**

Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. Your continued use of the Service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically.

## **NOTICES**

Except as otherwise provided in the Agreement, all notices required to be sent to you will be effective when we mail or deliver them to your last known mail or e-mail address that we have for you in our records. You agree that we may send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic messages sent to you and will not attempt to avoid receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you. Except as otherwise provided in this Agreement, any notice that you send to us shall be effective 5 Business Days after our receipt of your notice.

## **ASSIGNMENT**

You may not assign the Agreement to any other party. We may assign the Agreement or delegate any or all of our rights and responsibilities under the Agreement to any third parties.

## **REMEDIES**

No delay or omission by us in exercising any rights or remedies under the Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of any other right or remedy. No waiver shall be valid unless signed in writing by us.

### **AMENDMENT AND CANCELLATION RIGHTS**

You may discontinue the electronic delivery of statements through Academy Bank by requesting this change through a Bank Representative. We reserve the right to continue sending e-mail notices of amendments to any electronic agreement at the e-mail address the customer has provided. Academy Bank will not impose any fees for the cancellation of eStatement delivery; however, certain statement fees may apply subject to our current fee schedule.

### **TERMINATION OF THIS AGREEMENT**

**You may terminate your use of the Service at any time by writing Academy Bank, PO Box 26458, Kansas City, MO 64196-6458. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if the Account is closed, or access to the Account is restricted for any reason.**

If you terminate the Service, you authorize us to continue making transfers and payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice, not to be less than 5 Business Days. Once we have acted upon your termination notice, we will make no further transfer or payment from your Account, including any transfer or payment you have previously authorized. If we terminate your use of the Service, we reserve the right to make no further transfers or payments from your Accounts, including any Transactions you have previously authorized. If you would like to transfer the Service to a different account with us, you must provide 10 Business Days advance written notice. Termination will not affect your liability or obligations under the Agreement.

### **GOVERNING LAW/SEVERABILITY**

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Missouri. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

### **ACCEPTANCE OF TERMS AND CONDITIONS**

By selecting "Accept", you agree that you have read and understood the terms and conditions set forth in this agreement and you accept this agreement without modification. By accepting this agreement, you consent to the electronic delivery of statements and other bank related documents. You understand this agreement is effective at the date and time of the Bank's receipt of this

electronic agreement and signature. If you do not agree to the terms and conditions of this agreement, you should select "Decline" and you will not be enrolled in this Service.

**ENTIRE AGREEMENT**

The Agreement is the complete and exclusive agreement between you and us relating to the Services.