

# DEPOSIT ACCOUNT AGREEMENT



Member  
**FDIC**

Important Legal Information, Disclosures and Terms you should know.  
August 2024

# WELCOME TO ACADEMY BANK

## **Thank you for banking with us.**

As your financial partner, we stand ready to assist you in meeting your financial needs.

Academy Bank offers a wide range of products and services to meet almost any need. Our family of banks offers a broad network of Banking Centers – many of which offer weekend and evening hours – plus digital and mobile banking that allows you to bank anytime, anywhere.

## **We are available when it is convenient for you.**

This Deposit Account Agreement provides the general and specific rules and policies that apply to the Account(s) you have with us. Additional rules and policies that apply to your Account(s) are provided in 1) other disclosures we give you when you open your Account (e.g., a Rate and Fee Schedule (“Schedule”)) and (2) information contained on your periodic statements. In addition, this Agreement applies, and you will be required to enter into certain other agreements, if you want to use additional products and services we offer for your Account including, without limitation, the agreements associated with our suite of Digital Banking services, such as mobile and online banking, person-to-person payments, business and eBusiness banking, and the agreements associated with other treasury management services we offer, such as positive pay, ACH and wire transfers. These Agreements and their rules and policies are provided to you by us through written documents by appropriate means such as directly from us by mail or electronic mail or as an enclosure with the statements you receive from us. Further, you understand and agree that some or all of the Items listed above, including this Agreement, Digital Banking enrollments and agreements, and the Federal Electronic Funds Transfer Act disclosures may be given to you only in electronic rather than paper form. This document, along with all the other material described in this paragraph, constitute a contractual agreement between you and us (the “Agreement”).

Please review this Agreement carefully and keep it as a reference for any time you have a question about your Account. You can also find the current version of this Agreement and other information to answer questions through Digital Banking, by logging into your account at [www.AcademyBank.com](http://www.AcademyBank.com) or by calling or visiting any Banking Center to speak directly to one of our Associates.

**By opening, using, and/or continuing to maintain an Account with us, you agree to the most recent version of this Agreement, which is available to you upon request, 24/7 through Digital Banking, by logging into your account online at [www.AcademyBank.com](http://www.AcademyBank.com) or at any of our Banking Centers.**

Welcome to Academy Bank.

Regards,

Paul Holewinski  
Chief Executive Officer

# TABLE OF CONTENTS

<b>WELCOME TO ACADEMY BANK</b>	<b>2</b>
<b>TABLE OF CONTENTS</b>	<b>3</b>
<b>WORDS WITH SPECIAL MEANING</b>	<b>4</b>
<b>INTRODUCTION</b>	<b>5</b>
<b>OPENING AN ACCOUNT</b>	<b>6</b>
<b>TIME DEPOSITS</b>	<b>6</b>
<b>DEPOSIT RULES</b>	<b>8</b>
<b>WITHDRAWAL RULES</b>	<b>9</b>
<b>FEES AND CHARGES</b>	<b>11</b>
<b>WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES</b>	<b>11</b>
<b>POSTING ORDER</b>	<b>16</b>
<b>STOP PAYMENT ORDERS</b>	<b>18</b>
<b>FINANCIAL INSTITUTION LIABILITY</b>	<b>18</b>
<b>ACCOUNT STATEMENTS</b>	<b>19</b>
<b>CHECK 21</b>	<b>20</b>
<b>WHOLESALE WIRE AND ACH TRANSACTIONS</b>	<b>21</b>
<b>NOTICES - (Amendments, Name and Address Changes, Marketing Communication Opt-Out , Closing Your Account)</b>	<b>24</b>
<b>RESOLUTION OF DISPUTES BY ARBITRATION</b>	<b>26</b>
<b>FUNDS AVAILABILITY POLICY</b>	<b>28</b>
<b>ELECTRONIC FUNDS TRANSFER PROVISIONS</b>	<b>29</b>
<b>THIRD PARTY SERVICERS</b>	<b>30</b>
<b>TELEBANK</b>	<b>34</b>
<b>MISCELLANEOUS PROVISIONS</b>	<b>34</b>
<b>OTHER ACCOUNT FEES - All Accounts</b>	<b>35</b>
<b>OTHER ACCOUNT FEES - Commercial Accounts</b>	<b>36</b>
<b>PRIVACY POLICY</b>	<b>37</b>

**NOTE: THIS DEPOSIT ACCOUNT AGREEMENT REQUIRES DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE AND WAIVER OF CLASS ACTION APPEAR ON PAGES 26 THROUGH 28 OF THIS AGREEMENT**

## WORDS WITH SPECIAL MEANING

In this Deposit Account Agreement, certain words have a special meaning and are therefore defined. The terms below will have the following meanings when used in the Agreement (whether or not they are capitalized) and except to the extent that any term is separately defined for purposes of a separate section hereof.

### Access Device

The term "Access Device" means debit cards, personal identification numbers (PINs), SAC (secure access code), telephone transfer and telephone bill payment codes, magnetic secure transmission methods such as Apple Pay, Google Wallet, Samsung Pay or other similar magnetic secure transmission methods, our Academy Bank mobile app and third-party peer-to-peer mobile applications such as PayPal, Zelle or Venmo and other means that may be used by a Client to initiate an Electronic Fund Transfer (EFT) to or from an Account.

### Account

The term "Account" means any and all deposit accounts, by whatever name or description, including without limitation, checking accounts, savings accounts, money market deposit accounts, time deposit Accounts and certificates of deposit. This Agreement applies to any and all Accounts you have or have had with us from time to time.

### Business Day

Our regular Business Days are Monday through Friday except when those days are designated as federal, or in some instances a state, holiday. In general, unless a notice otherwise is posted by us, our Business Days end no earlier than 6:00 p.m. local time ("Cut Off Time"). Although our branches may be open for business on weekends and some holidays, those days are not considered Business Days.

### Current Balance

Your Current Balance is the amount immediately available for use in a savings or checking Account. It is that portion of an Account balance on which the Bank has placed no limits, making it available for instant withdrawal. See Crediting of Deposits and Funds Availability Policy later in this Agreement for additional information.

### Cut Off Time

Cut Off Time means the deadline on each Business day by which a transaction must be completed for it to Post or Memo Post to your Account that same Business Day. To learn more about the Cut Off Time applicable to a transaction please refer to the section of the Agreement called "Cut Off Times."

### Debit Card

An electronic access device (plastic card) issued by the Bank which allows you to access to your Account to do certain transactions such as withdraw cash or pay a merchant or another individual for goods and services.

### Digital Banking

Our suite of banking services that occur on-line through an internet connection on your computer or through your Access Device. These include person-to-person, mobile applications, our mobile app, mobile and online banking agreements, business banking agreements, ACH agreements wire transfer agreements, and treasury management agreements. This list is by example and not exhaustive and may change from time-to-time with additions or deletions.

### Electronic Funds Transfer

An electronically initiated transfer of money to or from your Account by using an Access Device such as a Debit Card or by using your account number and our routing number to facilitate wire or ACH transfers to or from your Account.

### Final Settlement

A Final Settlement occurs when we receive notice that you have created a credit Item (such as depositing a check or cash into your Account) or a debit Item (such as an ATM or merchant transaction or a check drawn on your Account is presented to us for payment). A Final Settlement may be delayed for certain Items until a third-party (such as a restaurant) notifies us of the final amount of the transaction by submitting a Final Settlement request. Upon Final Settlement we Post an Item to your Account and your Account is debited or credited at that time for the

full amount of the Item plus any applicable fees (such as if the Item creates an Overdraft, or we return the Item as unpaid). You may also have heard or used the term “cleared” to describe a Final Settlement.

#### Item

A single transaction: for example, a check, ACH debit, debit card transaction, ATM withdrawal, Electronic Funds Transfer, fee, or deposit.

#### Memo Post

A temporary credit (an increase in the Current Balance) or debit (a decrease in the Current Balance) to an Account Prior to a Final Settlement. A Memo Post is usually associated with transactions where the final amount of a debit may be unknown (such as a debit card merchant authorization) or a circumstance where an amount deposited into an Account is not immediately available under our Funds Availability Policy.

#### Overdraft

A circumstance where the Current Balance of an Account is a negative number caused by attempts to process debits to an Account in an amount greater than the Current Balance. An overdraft occurs when your Current Balance is not enough to cover a transaction, but you have authorized us to use our sole discretion to pay the Item anyway and we, in our sole discretion, elect to do so, or the Item is returned but incurs a returned Item fee greater than the Current Balance.

#### PIN

Personal Identification Number. A secret number used with debit card transactions to verify your identity.

#### Post (or Posted, Posting)

We Post an Item to your Account as a debit or credit when there is a Final Settlement of the transaction. If there was a Memo Post of the Item previously, the Memo Post will become a Post at the time of Final Settlement. Posting usually happens over night with all other transactions that occurred on that Business Day.

#### Posting Order

The order in which transactions are added to and subtracted from your Account balance.

#### Provisional Credit

A temporary credit to your Account given by us to you with respect to an Item such as a debit card transaction or ACH or a dispute regarding such transactions where we have not yet received Final Settlement.

#### Ready Cash Reserve Line

A line of credit that is attached to a checking or Money Market Account which can be used to prevent Overdraft or return Item fees.

#### Transaction Code

A unique identifier to represent different types of transactions in the Bank’s software system. For example, a check and an Electronic Funds Transfer are both debit Items that reduce the Current Balance in an Account. Using different transaction codes to Post each Item helps us determine the correct sequence in the Posting order of each Item.

## INTRODUCTION

In this Agreement, the words “you” and “your” mean each Account owner or holder and anyone else with authority to deposit, withdraw or exercise control over an Account. If there is more than one owner or holder, then these words mean each Account owner or holder separately and all Account owners or holders jointly. Academy Bank is referred to as the “Bank”, “we”, “our”, and “us.” Each account holder, by opening, using and/or continuing to maintain an account with us, acknowledges receipt of this Agreement and agrees that the terms set forth in this Agreement, as amended from time to time, are binding on you. You agree that we may waive, at our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement. You further agree that we are not obligated to provide similar waivers in the future or to waive our rights to enforce the terms of the Agreement.

Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation Overdrafts and Account charges, and each of you jointly and severally promises to pay, upon demand, any and all debit balances, all fees and charges and our reasonable costs and expenses of collection, including reasonable attorneys' fees we incur trying to collect any amounts you owe us.

To the extent this Agreement conflicts with any applicable provision of the Uniform Commercial Code, this Agreement shall control; otherwise, this Agreement supplements but does not displace the Uniform Commercial Code. If any provision of this Agreement conflicts with any applicable disclosure statement we have given you pursuant to the requirements of any law, such as the Electronic Funds Transfer Act, the federal Truth-in-Savings Act, or the federal Expedited Funds Availability Act, the provisions of such disclosure statement shall control.

## **OPENING AN ACCOUNT**

### **CUSTOMER IDENTIFICATION PROGRAM NOTICE (USA PATRIOT ACT)**

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 is that when you open an Account, we will ask for your name, address, date of birth, and other information of all Account owners that will allow us to identify them. We may also ask to see other identifying documents like a driver's license or if the Account is to be opened by other than a natural person, documents showing your existence as a legal entity. Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records. If, for any reason, any owner is unable to provide the information necessary to verify their identity, the Account will not be opened and any Accounts already in existence may be either blocked until the required information is provided or closed. These actions may result in additional fees assessed to the Account(s).

## **TIME DEPOSITS**

If your Account is a time deposit such as a Certificate of Deposit (CD), you have agreed to keep your funds on deposit in the Time Deposit Account until that Account matures. If your Time Deposit Account has not matured, we will consider requests for early withdrawal, but any withdrawal of all or part of the funds from your Time Deposit Account may result in an early withdrawal penalty.

**Penalty.** The early withdrawal penalty applicable to your Time Deposit Account is disclosed on the Confirmation of Time Deposit that we provide you at the time you open the Account. Any penalty that is assessed will be deducted from Account, and if the Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. This may reduce your payout from the Time Deposit Account following an early withdrawal penalty to less than the amount that you deposited into the Time Deposit Account.

**Exceptions.** We may allow the withdrawal of all or part of your Account before maturity date without imposing an early withdrawal penalty in the following circumstances: (1) one or more of the Account holders dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; (2) where the Account is an Individual Retirement Account ("IRA"), and the IRA holder revokes the IRA within 7 days of the establishment of the plan document; (3) disability of the IRA holder under the requirements of the Internal Revenue Code; or (4) withdrawals paid directly to the beneficiary of a deceased IRA holder.

## **OTHER ACCOUNTS**

**Individual Accounts.** An individual Account is an Account in the name of one depositor only. Only that person may make debit transactions against the Account or take actions to alter the terms of ownership of the Account.

**Joint Account.** An Account opened in the name of two or more owners is a joint Account. By policy, we do not offer joint ownership as tenants in common or tenancy by the entireties. Therefore, joint Account holders will be considered joint tenants with right of survivorship. Upon the death of one of the joint Account holders, that person's ownership interest in the joint Account will immediately pass to the other joint Account holder(s) in equal portions. Each joint Account holder, without the consent of any other joint Account holder, may, and hereby is, authorized by every other joint Account holder, to make any transaction permitted under the Agreement, including without limitation, (1) to withdraw all or any part of the joint Account funds; (2) to pledge joint Account funds as collateral to us for any obligation, whether that of one or more joint Account holders or a third party, (3) to deposit checks and other Items payable to any joint Account holder, (4) to give stop

payment orders on any check or Item drawn by any joint Account holder, and (5) to close the joint Account, with the disbursement of joint Account proceeds as instructed by that joint Account holder. Each joint Account holder is authorized to act for the other joint Account holder(s) and we may accept orders and instructions regarding the joint Account from any joint Account holder without having to determine whether all joint Account holders agree. If we believe there to be a dispute between joint Account holders or we receive inconsistent instructions from joint Account holders, we may suspend or close the joint Account, require a court order to act, and/or require that all joint Account holders agree in writing to any transaction concerning the joint Account.

Your obligations under the Agreement are joint and several such that each joint Account holder is fully and personally obligated under the terms of this Agreement in all respects, including liability for Overdrafts or fees. Further, the Account is subject to the right of setoff as set forth below.

**Totten Trust Account.** A Totten Trust Account is an informal trust Account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee. The beneficiaries have no right to any funds in the Account during the trustee's lifetime. As the owner of the Account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiary under the Account. When the trustee dies, the Account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint Account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the Account.

**P.O.D. Account.** A Payable on Death (P.O.D.) Account is an Account payable to the Account holder during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payees under the Account. When the Account holder dies, the Account is owned by the surviving P.O.D. payee(s). If there is more than one surviving P.O.D. payee, the Account shall be paid in equal shares to the surviving P.O.D. payee(s). If the P.O.D. Account is held by more than one person, it is owned as a multiple-party Account with right of survivorship. If there is no surviving P.O.D. payee upon the death of the last owner, the funds will belong to the estate of the last Account holder.

**Formal Trust Accounts.** A Formal Trust Account is an Account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the Account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s).

**Uniform Transfer to Minors.** If you have established an Account as a custodian for a minor beneficiary under the applicable version of the Uniform Transfer to Minors Act or the Uniform Gifts to Minors Act under applicable laws for the state location where you opened the Account (the "Act"), your rights and duties are governed by the Act and by this Agreement. You will not be allowed to pledge the Account as collateral for any loan to you. Deposits in the Account will be held by us for the exclusive right and benefit of the minor.

**Business Accounts.** If the Account is not owned by a natural person and instead is owned by an entity (for example, a corporation, partnership, sole proprietorship, unincorporated association, etc.) then the Account holder must provide us with evidence to our satisfaction of the authority of the individual(s) who open the account to act on behalf of the Account holder as well as such information as may be required by applicable law, such as identification of the beneficial owners of any such Account.

**Powers of Attorney.** Under certain circumstances, an Account may be controlled by a non-owner under a Power of Attorney. The person executing a power of attorney will be referred to as the principal and the person acting for the principal will be referred to as the agent or attorney-in-fact. A power of attorney must be provided to us in writing and accepted by us before it will be effective. We will not accept a power of attorney unless it is "durable". We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the power of attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. We will not permit the attorney-in-fact to process transactions for their own benefit unless the power of attorney explicitly states that such is permitted.

## INTEREST BEARING ACCOUNTS

If your Account earns interest, the following information applies:

**Calculation and Payment of Interest.** We will pay interest at the annual rate specified on the Rate and Fee Disclosure provided to you when you open an Account. The Schedule also sets forth the frequency of interest payments, how

frequently interest is compounded and credited, if at all, the interest accrual basis, the balance on which interest will be paid, and any minimum balance required to be eligible to receive interest. If the interest rate is applied to the “average daily balance”, such is determined by adding the full amount of principal in the Account for each day of the period and dividing that figure by the number of days in the period. If the interest rate is applied to the “daily balance”, such method applies a daily periodic rate to the full amount of principal in the Account each day. Interest may be compounded more frequently than interest is credited to your Account. We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest.

**Minimum Balance Requirements.** The Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Schedule.

**Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. The interest rate on your Account may change after the initial interest rate has been established. We reserve the right to pay interest at different rates, depending on the amount deposited and/or the type of depositor, and based on other economic factors that influence interest rates.

## DEPOSIT RULES

**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 the Account number to the Account where you'd like the check or other Item deposited. 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 nonconforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the Item for payment.

**Digital Banking and Mobile Deposit Endorsements.** You must physically endorse each paper check and ensure that all endorsements are obtained prior to creating a check image for transmission through Digital Banking. 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 Digital Banking include checks payable to someone other than the account owner, checks drawn on banks located outside the U.S., travelers checks, checks payable in a currency other than U.S. currency, savings bonds, and promissory notes. In addition, you may not deposit fraudulent checks or checks you should have known are fraudulent, stale dated checks, 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 Items that we determine from time to time to refuse to accept through Digital Banking. 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.

**Final Settlement and Payment.** All non-cash Items (for example, checks) deposited to your Account will Post subject to our receipt of a Final Settlement payment by the payer bank. Upon receipt of payment, the Item becomes a collected Item. If payment is not received or if any Item you have deposited or cashed is charged back to us by the payee bank 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 to you on that Item, and any other fee we pay or incur. We reserve the right to refuse any Item for deposit into your Account. Unless we receive written instructions from you to the contrary, we will automatically redeposit any Item you deposit upon its first unpaid return to us due to insufficient or uncollected funds.

**Direct Deposits.** We offer direct deposit services for automatic pre-authorized deposits to your Account (for example, your pay from your employer) and automatic transfers to your Account from your other Accounts you have with us. You must notify us at least thirty (30) days prior to the next scheduled pre-authorized transfer if you wish to cancel the transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account in the manner as provided in the section of this Agreement titled “Right of Setoff”.

**Crediting of Deposits.** The Funds Availability Policy section of this Agreement and the related disclosures provided to you reflect our policies relating to the availability of funds deposited to your Account. Funds may not be immediately available for you to withdraw and may not increase your Current Balance under some circumstances. Credit given by us to you with respect to an ACH or direct deposit credit Item (such as your pay from your employer or benefits from any federal or state



government) is a Provisional Credit and we may decide to give you Provisional Credit for the deposit and allow you to withdraw funds from your Account before we receive Final Settlement for such deposit through a Federal Reserve Bank. In the event we do allow you to withdraw funds Posted as a Provisional Credit and we do not receive Final Settlement, you agree that we are entitled to a refund by you of the amount credited to your Account in connection with such entry. If we do not receive a Final Settlement through a Federal Reserve Bank or any such deposit is required, for any reason, to be returned to the original sender, you agree that we are entitled to (i) return the deposit to the original sender, such as your employer or any agency or department of the government and (ii) a refund from you of all amounts provisionally credited to your Account in connection with such Item. In order to effectuate any refund from you to which we are entitled under this provision, you authorize us without prior notice to you (except where prior notice is required by applicable law) to deduct the amount of the deposit from the Account into which it was credited or from any other Account you have with us. We may also use any other legal remedy to recover from you the amount returned. **IN SUCH CIRCUMSTANCES YOU AGREE THAT YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES WE SUFFER OR INCUR IF EXERCISING OUR RIGHT OF RECLAMATION RESULTS IN INSUFFICIENT FUNDS IN THE ACCOUNT OR OTHER ACCOUNTS.**

**Substitute Checks (IRDs)** not printed by us will not be accepted for deposit without a prior separate written agreement.

## WITHDRAWAL RULES

**Preventing Unauthorized Withdrawals.** In order to minimize the risk of having unauthorized Items such as checks or drafts charged to your Account, you should **never** give your Account number or our routing number to any third party (such as telemarketer salespersons). **We will never call you and ask for this information. Any phone call you receive that requests this information is not from us or authorized by us no matter what the caller may tell you.**

**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. 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 this Agreement, in the Schedule, or by applicable law. We require that checks purchased or printed from sources other than the Bank contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band, and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

If your Account numbers appear on a check or draft drawn by a third party, we will presume that, by disclosing these numbers, you have authorized us, upon our Posting of the Item, to debit your Account for the amount of such Item. You understand and agree that after any such Item is Posted to your Account, we will not reverse the transaction by crediting the amount of such check or draft to your Account until relevant procedures under the Uniform Commercial Code relating to a determination of whether a reversal is appropriate are followed and completed.

**Withdrawal Restrictions and Overdrafts.** If there is an insufficient Current Balance to pay some of the Items presented against your Account, such Items will create an Overdraft and will be handled in accordance with the provisions of this Agreement. 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.

**Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings or Money Market Account. Although we usually pay withdrawals or checks without requiring you to give this notice on these Accounts, doing so does not mean that we give up this right to require you to give us notice.

**Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date on the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be Posted to your Account on the date we pay the check, even though that date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be given to us as provided for in the Stop Payment Orders section of this Agreement.

**Signatures.** We may use any specimen of your signature that you have provided to us, whether on a signature card or otherwise, when necessary to verify your signature on Items drawn on your Account. You authorize us to retain and store any signature card you may have provided to us and the information thereon and any other signature specimens in our records in any reasonable form we deem necessary, including any digitized process. If you use any form of facsimile signature device, you agree to deliver a sample to us and to indemnify and hold us harmless from any and all liability resulting from the use of the device, including all litigation costs, including without limitation any attorneys' fees we may incur.

**Restricted Transactions.** Certain state or federal laws prohibit us from processing transactions identified as being restricted. These transactions may include transactions concerning such matters as illegal drugs, drug paraphernalia, illegal gambling, gaming, lotteries or sweepstakes, counterfeit materials, and terrorist funding through any commercial Account or banking relationship. We will not open any Account intended for such purpose. In addition, if we obtain actual knowledge that you are using an Account for these or any other purpose that is restricted by law we will close the Account. In addition, certain legal actions such as a garnishment, a seizure warrant, tax lien or child support order may require us to restrict your ability to undertake some or all transactions on your Account.

**Levies, Garnishments and Other Legal Process.** We are a national bank chartered under the laws of the United States and have many locations in several states. You agree that for purposes of this part, we may treat your funds as existing at any and all locations where legal process can be served upon us or on an appointed agent of ours on our behalf. You understand and agree that a creditor or governmental agency may attach your Account by service of legal process on any of our locations, at any site designated by us for acceptance of service of process, on any appointed agent of ours, or any other method authorized by law, court rule, or regulation. We may accept and comply with legal process served by any means, whether in person, by mail, facsimile, electronic transmission, or other means. You agree that we need not contest such legal process.

If we are served with a garnishment, levy, execution, or other Legal Process of apparent validity (together referred to as "Legal Process"), you understand and agree that we will pay all amounts in the Account, or release information about your Account, in satisfaction of the Legal Process and in compliance with our understanding of applicable law. If your Account is a joint Account, then for purposes of responding to Legal Process, we will consider each joint owner to have an undivided interest in the entire Account. Therefore, you agree we may pay all amounts in the Account in satisfaction of any Legal Process, even if it attaches to the interest of fewer than all the Account owners. You agree that we may process a Legal Process served on us even if we do not process it on the same day it was received. If you believe your funds are exempt from Legal Process, or otherwise should not be subject to the Legal Process (for example, if you own funds and the Legal Process applies to another joint owner, you believe the court, garnisher, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense or challenge in court to the Legal Process against the party who originated the Legal Process or to seek reimbursement from a joint owner, and you agree that we have no obligation to do so.

If we are served with any Legal Process that tries to attach or in some way prevent you from freely using your funds, you give us the right, but we have no obligation, to hold any portion of the funds during any time necessary to determine to our satisfaction who has the legal right to the funds. If we are not able to determine whether the funds are subject to the Legal Process, you agree that we may deposit the funds with any court which we deem to have jurisdiction over us or the property in your Account and ask that court to determine to whom the funds belong. You consent to the jurisdiction of such court to determine the legal right to the property in your Account and agree to reimburse us for our expenses, including attorneys' fees and expenses, arising out of the service of the Legal Process on us and our response to it.

If the Legal Process requires us to release information about one or more Accounts for which combined statements are provided, we may release the entire combined statement even if other Accounts on the statement are not covered by the Legal Process.

Our cut-off time for determining priority between 1) checks that were presented the day before and 2) a writ of garnishment or levy is 2:00 p.m. Central Standard Time.

All Legal Process is subject to our rights, as described in the paragraph of this Agreement titled "Right of Setoff", and our security interest in your Account. We will assess a service fee against your Account for any Legal Process served on us, regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, we will set off or enforce our security interest against your Account for such fee prior to our honoring the Legal Process. We will not be liable to you if an attachment, a hold, or the payment of our fee from your Account leaves insufficient funds to cover

outstanding items. You agree to hold us harmless from any claim relating to or arising out of how we handle Legal Process pursuant to this part.

**Cut Off Times.** For transactions completed at one of our branches, the Cut Off Time on a Business Day is the time the branch closes. Different branches close at different times so you should consult your local branch for its closing time on any particular Business Day. Although our branches may be open for business on weekends and some holidays, those days are not considered Business Days. The applicable Cut Off Time on a day that is not a Business Day is the time the branch closed on the preceding Business Day. For transactions, such as mobile deposits or transferring funds from one of your Accounts to another Account through Digital Banking, our Cut Off Time is 7 p.m. central time. For transactions such as depositing cash or checks or transferring funds from one of your Accounts to another Account, which you conduct through one of our Smart ATM's or one of our Interactive Teller Machines ("ITM"), the Cut Off Time is 7:00pm central time.

## FEES AND CHARGES

Subject to applicable law, you agree to pay us, and you authorize us to deduct directly from your Account, certain fees and charges for Account and banking services. In addition, we may charge you for other services, whether or not related to your Account, such as incoming or outgoing wire transfers or for issuing a cashier's check or if you're making a payment to us on a loan. The fees and charges that are applicable to your Account are set forth on the Schedule that you received when you opened an Account. Other fees for services are listed in this Agreement under "Other Account Fees". You agree that the fees and charges may change. We will notify you of the changes to the extent required by law.

## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

Other than the circumstances described below in the section of this Agreement entitled "**Determining Whether You Will be Charged an Overdraft Fee on Intervening Debit Transactions**", we will not assess a fee or charge to your Account for paying an Electronic Funds Transaction such as an ATM withdrawal or everyday debit card transaction unless you agree and consent to us doing so. For us to pay these kinds of transactions even though they create an Overdraft in your Account, you must opt-in into our Standard Overdraft Protection, as described in detail below. You may opt-in in writing or, electronically if you have elected to receive information from us electronically.

If you decide to opt-in (a) we will provide you with confirmation of your consent; (b) you are entitled to revoke your consent at any time; and (c) we continue to reserve our right, in our sole discretion and as further described in this Agreement, to decline any Electronic Funds Transaction.

**If you want to revoke your opt-in at any time you may do so by contacting any Banking Center, through Digital Banking, by calling toll free 1-877-712-2265, or by emailing us at [ODOptOut@AcademyBank.com](mailto:ODOptOut@AcademyBank.com).**

- We have Standard Overdraft Practices that apply to our Accounts.
- We also offer, upon request, overdraft protection plans, such as either linking a second checking or savings account to transfer funds if necessary to prevent an Overdraft or providing a Ready Cash Reserve Line. Our overdraft protection plans may be less expensive than our Standard Overdraft Practices. (See below section on Overdraft Protection Transfers or our Ready Cash Reserve Line or contact us for additional details should this be of interest to you.)
- For the first thirty (30) days after you open your Account with us, even if you have opted-in to our Standard Overdraft Practices, no overdrafts will be allowed other than those which occur because we authorize a debit card transaction sent to us by a merchant and at the time of Final Settlement the transaction is greater than the balance available in your account. In addition, be aware that we will assess a Returned Item fee for any Item returned by us. Those fees could create an overdrawn balance.
- You may instruct us to never pay any Item that would result in an Overdraft. Opting out of all Overdrafts may still result in an Item being returned and a returned Items fee being assessed.
- You may opt out of all overdrafts by contacting any Banking Center, by sending a secure message through Digital Banking, or by emailing us at [ODOptOut@AcademyBank.com](mailto:ODOptOut@AcademyBank.com).

If you have given us permission to pay Overdrafts, ***we may pay an Overdraft at our sole discretion. This means we do not always authorize and pay every Item that may cause an Overdraft. We may refuse to pay any Item at any time if the payment of such Item creates an Overdraft even though we may have previously paid similar Items previously.***

***Our payment of Overdrafts represents a purely discretionary courtesy that we may provide you from time to time and which may be reduced, suspended, or permanently revoked by us at any time without notice and for any reason or cause.*** If we do not authorize and pay an overdraft, your transaction will be returned (which may result in a returned Item fee) or declined.

**Overdrafts or non-recurring shortages of funds may happen from time to time. However, frequent or ongoing use of Overdrafts should be avoided, and we will monitor the Overdraft activity in your Account. If we determine, in our sole discretion, that the Overdraft activity in your Account is approaching or has reached excessive levels, or that you are using Overdrafts as a continuing source of funds or a line of credit, we will initiate a review of your Account (including factors such as your year-to-date overdraft fees, the amount, frequency, and type of deposits to your Account, and the length of time your Account has been with us). As a result of this review, your ability to Overdraft could be reduced or suspended for any period of time we determine is necessary or appropriate. We may also reduce, suspend, or permanently revoke your overdraft privileges if we believe for any reason that you are not managing your Account in a responsible manner.**

Please be advised that if we permanently revoke or suspend our courtesy of paying Items that would create an Overdraft for any reason, we will not allow any Overdrafts in your Account. If this occurs, then even if you have opted into our Standard Overdraft Practices for ATM withdrawals and everyday debit card transactions, any checks, ACH Items, or Electronic Fund Transfers presented for payment without a sufficient Current Balance to pay them will be returned, and you will be charged a fee for each Item, as set forth in this Agreement. If the courtesy of paying Items that would create an Overdraft is reduced or suspended for any reason, and we have decided not to close your Account, we reserve the right to reinstate the privileges in whole or in part at our sole discretion.

Covering transactions under the Standard Overdraft Protections does not mean the Bank is making a loan to you. Pursuant to this Agreement, you are responsible for immediately repaying, in full, the amount of any Overdraft balance on your Account along with repaying all applicable fees and charges. This means you must bring your Account to a positive balance immediately after an Overdraft without the need for notice or demand from the Bank. Subsequent deposits will be applied first to any overdrawn balance.

#### **What are the Standard Overdraft Practices that come with my Account?**

We do authorize and pay Items that will create an Overdrafts for the following types of transactions. Our decision is based on the length of time your Account has been open and the activity in and your usage of the Account:

- Checks and other transactions made using your checking Account number such as ACH direct debits.
- Automatic bill payments.

We do not authorize and pay Items that will create an overdraft for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We will impose an Overdraft limit on your Account, which is the maximum dollar amount for which we will honor items that are overdrawn on your account. If a transaction would exceed the established Overdraft limit, it will be declined or returned. Our Overdraft limit for your Account continually changes based on algorithms, or a set of rules, that weigh numerous factors including account activity, the length of your relationship with the Bank, and prior Account usage patterns. The purpose in conducting these evaluations is to determine your ability to repay an overdrawn balance on your Account. Some aspects of this changing Overdraft limit of which you should be aware include:

- Your Overdraft limit may change as frequently as daily;
- Your current Overdraft limit may be lower or higher than a previous Overdraft limit; and
- Your Overdraft limit may be reduced to \$0.

You may contact us through Telebank IVR to receive your current Overdraft limit. This requires you to call us at (877) 712-2265 and enter your Telebank PIN. Any dollar limit that we provide to you is subject to change based on the rules the automated system uses to set your Overdraft limit. When our system sets an Overdraft limit of \$0 for your account, that does not mean that your transaction will automatically be returned or rejected since we may pay or return items at our discretion. However, a \$0 Overdraft limit does substantially increase the likelihood that we will not process an Overdraft against insufficient funds. An Overdraft limit of \$0 on a given day also does not mean that you have been

removed from the Overdraft program provided by the Bank because as long as your Account is eligible for Standard Overdraft Protection, the system will continue to evaluate your Account each day and may increase the Overdraft limit above \$0 on a future date.

**What fees will I be charged if Academy Bank pays my Item and doing so creates an Overdraft?**

Under our Standard Overdraft Practices:

- We will not charge you a fee if we pay an Item of \$5.00 or less.
- We will charge you a fee of up to \$20.00 each time we pay any other Item that creates an Overdraft, and \$20.00 each time we return an Item over \$5.00.
- The maximum amount of fees on any single Business Day that we will charge your Account for any combination of Items that we pay that create an Overdraft or that we return per Business Day is \$100.00.
- We will not charge you a fee more than once for the same item presented for payment multiple times.
- We will not charge you an overdraft fee when a pre-authorized debit card purchase or ATM withdrawal posts to your account if the transaction was authorized when you had sufficient funds in your account to cover the purchase/withdrawal.

**What if I want Academy Bank to authorize and pay Electronic Funds Transfer Items processed through my Access Device, such as ATM transactions and debit card transactions, that create an Overdraft?**

You may opt-in to this service by providing us your consent electronically, in writing, or by calling or visiting any Banking Center, or through Digital Banking.

**You may change that decision and revoke your consent at any time by contacting any Banking Center, through Digital Banking, by calling toll free 1-877-712-2265, or by emailing us at ODOptOut@AcademyBank.com.**

**AVOIDING EXCESSIVE OVERDRAFTS**

It is important for you to use and manage your Account in a responsible manner. It’s easy to see how much money you can save by closely managing your Account in a responsible manner. We also offer alternatives for you to consider that may help you avoid Overdraft or Return Item fees, such as those listed below, and which may be less expensive than our Standard Overdraft Practices.

These alternatives are offered as a convenience for you to cover non-recurring shortages of funds that may happen from time to time.

Ways to Avoid / Cover Overdrafts	Examples of Associated Fees <sup>1</sup>
Good Account Management	\$0
Overdraft Protection Transfer <sup>2</sup>	\$0
Ready Cash Reserve Line <sup>3</sup>	15.9% APR <sup>4</sup>
Overdraft Fee	\$20.00
Returned Item Fee	\$20.00

<sup>1</sup> See fee disclosures below.  
<sup>2</sup> See program details below.  
<sup>3</sup> See program details below. Credit approval required.  
<sup>4</sup> Rate subject to change.

Here are our suggestions on how to avoid Overdraft and returned Item fees from being assessed on your Account and our alternatives which may be available for you to consider:

- **Know your Current Balance.** We recommend you record all activity in your Account in a check register and regularly reconcile the balance in your Account records to the Current Balance shown in our records. You can check your Current Balance and monitor all activity on your Account anytime and as often as you want, without charge, using any of the following services from us:
  - 1) By using your Access Device to connect to our Digital Banking, which gives you access to tools like online banking.
  - 2) By using our mobile banking app.

- 3) By contacting the Client Care Center.
- 4) Or by calling the Automated Account Information Line, 1-877-712-2265, which is available 24 hours a day, 7 days a week, 365 days a year.

Keep in mind that your Current Balance through these sources will not reflect Items that have not yet been presented to us. Only you will know about these items. Such Items include, for example, the following:

- 1) Checks you have written that have not yet reached us for payment.
- 2) Previously scheduled Electronic Funds Transactions, such as ACH payments.

- **Sign up for e.Alerts** e.Alerts send you an email or text message when your Account's Current Balance is running low, based on an amount you designate. (Message and data rates charged by your mobile phone carrier may apply). Knowing that your Current Balance is running low may give you enough time to deposit additional funds in the Account to cover Items that you know will be presented for payment in the future. Information on how to sign up for e.Alerts can be found in Digital Banking.
- **Overdraft Protection Transfers** We can, at your request, link a savings Account, Money Market, or another checking Account to your checking Account and automatically transfer funds from that linked Account into your checking Account in the event that you have an Item presented for payment which would result in an Overdraft. Only one existing Account may be linked to each checking Account for this service. When Items are presented for payment against your checking Account in amounts that would create an Overdraft or returned Item fee, we will automatically transfer funds from your linked Account in \$100 increments sufficient to prevent you from incurring the Overdraft or returned Item fee. There must be a Current Balance in the linked Account sufficient to permit the transfer. If the Current Balance in the linked Account is not sufficient to cover all the Items without incurring an Overdraft or returned Item fee, then all available funds from the linked Account will be transferred. You may be charged Overdraft fees or returned Item fees, as applicable, for any remaining Items in your checking Account that cannot be covered by funds transferred from the linked Account. Linking a secondary checking Account for overdraft protection transfers could result in Overdrafts or returned items in the secondary checking Account at a later date unless you replace any funds transferred from that secondary checking Account. Sign up for this service at any Banking Center or by logging in to Digital Banking and sending us a secure message.
- **Ready Cash Reserve** We offer a Ready Cash Reserve Line of credit that is attached to any checking or Money Market Account. A Ready Cash Reserve Line of credit is a loan in the form of a line of credit that will automatically advance funds to your checking Account to cover an Overdraft. Like any loan made by the Bank, a Ready Cash Reserve Line is subject to credit approval. Advances on the Ready Cash Reserve Line are in \$100 increments and are transferred automatically to cover a negative balance in your checking Account. In general, and based on credit qualification, Ready Cash Reserve Lines are available for a minimum of \$300 to a maximum of \$3,000, with an APR of 15.9%; interest is charged only for the number of days outstanding. A minimum monthly payment equal to the greater of 5% of the outstanding balance or \$25 will be auto-deducted from your Account. Additional or larger monthly payments may be made by you at any time through Digital Banking or by visiting a branch. You will be provided all the terms and additional disclosures upon credit qualification and preparation of the necessary legal documents evidencing the Ready Cash Reserve Line. You may visit any Banking Center or log into Digital Banking and send us a secure message to apply or obtain additional information.
- Visit our website ([www.AcademyBank.com](http://www.AcademyBank.com)) to learn more about managing your Account. We offer a variety of financial education tools.
- Contact us if you need assistance.

## Overdrafts and Debit Card Authorizations

When you use an Access Device to conduct an Electronic Funds Transaction, such as using your debit card to make a purchase or an ATM withdrawal, the merchant/ATM owner may make an authorization request to us for approval of a specific amount. In certain circumstances, the final amount of the transaction is unknown at the time the merchant submits its authorization request. In those circumstances, the merchant may be allowed to submit an authorization request based on its estimate as to the amount of the actual final transaction. This estimate may not exactly match the final transaction amount. Examples of this include when a restaurant adds an estimated amount to the bill for an expected gratuity, when a hotel submits a request with an estimate for incidentals that may be charged to a room, or an estimated amount from an auto rental company. We have no say or input into the amount the merchant submits as the authorization request, and our

involvement at the time the authorization request is made by the merchant is to either accept or reject the authorization request. Whether we approve or deny the authorization must be decided instantly. Our decision is based on various factors, including, but not limited to, your Current Balance, prior Account activity, and our Standard Overdraft Practices.

In general, if

- Your Account does **not** have a sufficient Current Balance for the full amount of the authorization request submitted by the merchant such that our approval of the authorization request would result in a nonsufficient funds (NSF) transaction **and** you **have not** opted-in to our Standard Overdraft Practices, we will decline the merchant's authorization request, and you will **not** be able to complete your debit card transaction with the merchant. You will not be charged a fee under our Standard Overdraft Practices.
- Your account has a sufficient Current Balance to pay the full amount of the authorization request submitted by the merchant, we will approve the authorization request amount. You are then able to immediately complete your Electronic Funds Transaction with the merchant. You will not be charged an overdraft fee even if at the time of final settlement your current balance is overdrawn.
- Your Account does **not** have a sufficient Current Balance for the full amount of the authorization request and you **have** opted-in to our Standard Overdraft Practices, we may or may not approve the authorization request. Whether we approve or deny the authorization request will be based on various factors including your Current Balance and our Standard Overdraft Practices. If we approve the authorization request, you are then able to immediately complete your debit card transaction. You will not be charged an overdraft fee even if at the time of final settlement your current balance is overdrawn.

## Final Settlement

If we approve the authorization request made by the merchant, we immediately reduce your Current Balance with a Memo Post debit to your Account. Even though your Current Balance has been reduced, a Memo Post debit does not remove the funds from your Account. Once we have approved the authorization request from the merchant, we are required to pay the merchant when they submit a Final Settlement request, which is an instruction from the merchant for us to deduct an exact amount of funds from your Account.

While in most instances the Final Settlement request is made by the merchant to us within one or two Business Days, the actual timing of the Final Settlement request rests exclusively with the merchant. With some exceptions\*\* (examples noted below), if no Final Settlement request is received by us from the merchant by the end of the third Business Day the Memo Post on your Account will be deleted, and the funds restored to your Current Balance. However, even if the Final Settlement request is not received within the three business days and the Memo Post debit is removed, a final settlement request by the merchant could still be received by us at a later date and will be paid by us as required by Visa regulations. At that time a debit in the amount of the Final Settlement request amount will Post to your Account and will reduce your Current Balance.

Only upon our receipt of the merchant's Final Settlement request and our Posting of the debit to your Account are funds permanently deducted from your Account. If the original authorization request and Memo Post debit was greater than the final settlement amount, any excess amount is restored to your Current Balance.

Transactions at certain merchants (for example, a rental car company or hotel) may remain as a Memo Post reduction of your Current Balance for an extended period of time dictated by the length of the rental period or hotel stay. If you use your PIN for a debit card transaction when you pay for gas at the pump, the merchant must send us the Final Settlement request within two (2) hours.

## Determining Whether You Will be Charged an Overdraft Fee on Intervening Debit Transactions

It is possible and perhaps even likely that your Current Balance will change in the period of time between when we approve a merchant authorization request and the Memo Post debit reduces your Current Balance and when we receive a final settlement request from the merchant. This period of time is often two or more Business Days. For example, there may be credits such as deposits that increase your Current Balance, and there may be debit items authorized by you and paid by us (such as checks you have written, pre-authorized ACH transactions, ATM transactions or other Electronic Funds Transactions) which you authorized and which reduced your Current Balance when the Item Posts to your Account.

As noted above, the reduction in your Current Balance by a Memo Post debit does not remove funds from your account; it

only reduces the amount of your then Current Balance.

Accordingly, if during the period of time between when the Memo Post debit Item reduces your Current Balance and prior to our receipt of the Final Settlement request on that transaction from the merchant, we receive a Final Settlement request on an intervening debit Item (such as a check, preauthorized ACH, a final payment request on a previous or subsequent debit card purchase or ATM withdrawal) which is for an amount greater than your Current Balance and you have opted-in to our Standard Overdraft Practices, or if the transaction was previously authorized with sufficient funds, then the Final Settlement will be processed and may result in your account balance going negative. You will not be charged an Overdraft fee, however, if there were sufficient funds in your account at the time the transaction was authorized regardless of the current balance at Final Settlement.

## POSTING ORDER

Generally, for each Business Day, we process transactions that took place before the Cut Off Time such that we Post deposits and other credits to your Account that increase your Current Balance before we process and Post other Items such as checks, Electronic Funds Transaction debits, and other debit transactions that reduce your Current Balance. We will process and Post to your account credit Items that we receive for payment in any order that we determine at our sole discretion – regardless of the time during the Business Day in which each Item occurred or that an Item is received by us.

The order in which we process and Post debit items to your Account can be affected by the manner in which we receive those Items and whether we authorized those items for payment at or before the time that we received them. For example, we authorize some Electronic Payment Transaction Items, such as debit card purchases and ATM withdrawals, at the time you initiate the transaction, but we may not receive those Items to Post to your Account from the merchant for several Business Days. Other items we might not be aware of and are not asked to approve at the time of the transaction, such as checks you've written or ACH payments you've initiated. We don't know about those transactions until we receive them.

In connection with the order in which Items are Posted to your Account as set forth below, we have the right to establish the (a) categories for posting different types of items, (b) posting order among categories of items, and (c) different posting orders for Items within each category. We make our best effort to consistently Post Items in accordance with the posting order below, but there may be occasional exceptions due to human error, computer errors such as misreads of the magnetic ink character recognition (MICR) data on checks, and other exceptions beyond our control. We will make our best effort to correct these exceptions as they are identified. If you believe that an Item on your statement was not Posted in accordance with the posting order below and you were charged a fee due to this exception, please contact us immediately to discuss your concern over a posting order and to request a refund of that fee.

In some instances, the Posting of an Item to your Account is only a Provisional Credit subject to either confirmation upon Final Settlement or reversal if we do not receive Final Settlement from a Federal Reserve Bank.

We will Post items to your Account at the end of each Business Day, first by category and then within each category as stated in the table below:

Category Sequence	Transaction Type	Balance Increase or Decrease	Posting Order based on:
First (1)	Deposits and other credits to your Account including credits from Overdraft Protection transfers	Increase	Low-to-high amount
Second (2)	Returned deposited Items, deposit corrections that reduce the amount of the deposit, garnishments* and levies, direct deposit (ACH) reclamations	Decrease	Low-to-high amount
Third (3)	Outbound wire transfers	Decrease	Low-to-high amount
Fourth (4)	Checks or withdrawals cashed by our tellers	Decrease	Low-to-high amount
Fifth (5)	ATM withdrawals and debit card purchases, Zelle Instant Payments	Decrease	Low-to-high amount
Sixth (6)	Pre-authorized loan payments to us.	Decrease	Low-to-high amount



Seventh (7)	Transfers to another account at Academy Bank including loan payments to us initiated through Digital Banking or Telebank	Decrease	Low-to-high amount
Eighth (8)	ACH debits, Zelle next-day Payments	Decrease	Low-to-high amount
Ninth (9)	Checks not cashed by our tellers	Decrease	Low-to-high amount
Tenth (10)	Fees	Decrease	Low-to-high amount
Eleventh (11)	Savings Cents Transfers	Decrease	Low-to-high amount
Last	Interest paid on an interest-bearing account.	Increase	Low-to-high amount

\*Our cut-off time for determining priority between (a) checks that were presented the Business Day before and (b) a writ of garnishment or levy is 2:00 p.m. Central Standard Time.

**\*\*In the following Item Posting example, a check and an ACH debit are assigned different Transaction Codes based on the source of the Item. Even though both Items reduce the balance, using separate Transaction Codes differentiates between the Items and determines the Items sequence in the posting order.**

**Transaction Posting Example:**

Assumes the following items were received today for processing:	
Item Description:	Posting Order Category sequence from above chart:
Check #320 in the amount of \$75.00	9
Debit Card purchase for \$8.95	5
ACH debit from Insurance company for \$49.95	8
Direct deposit for \$30.00	1
ATM withdrawal for \$100.00	5
Beginning Current Balance:	\$175.00
Direct deposit	+\$30.00
Debit card purchase	-\$8.95
ATM withdrawal	-\$100.00
ACH debit	-\$49.95
Check #320	-\$75.00
End of day Current Balance is overdrawn	-\$28.90**
<p>**The Bank will determine in its sole discretion whether the item that caused the Account balance to be overdrawn will be paid or returned. (In this example, the \$75 check caused the Account balance to be negative.) An overdraft fee of \$20.00 per item or a returned item fee of \$20.00 per item may be assessed. The maximum amount of fees charged for any combination of returned Items or Overdraft Items per single Business Day is \$100.00. See "What you need to know about Overdrafts and Overdraft fees" for additional information.</p>	

## **ADMINISTRATIVE SUSPENSION OF CERTAIN ACCOUNT PRIVILEGES**

Should your Account maintain a negative balance of any amount for no less than 58 consecutive days, then we reserve the right to administratively suspend your use of the Account until the negative balance has been repaid in full. During any period of administrative suspension, we will cease providing written or electronic statements and will forbid you access to the Account until such negative balance has been repaid in full. Any deposit(s) made to an Account while it is administratively suspended, including any deposit by electronic means from any source, including government sources, will be accepted by us. Such deposit(s) will be deemed by us as your good faith effort to retire any negative balance and will be applied against the negative balance in such amounts as are necessary to repay the negative balance in full. Any deposit(s) in excess of the amount necessary to repay the negative balance will remain in your account until claimed by you. In the event any deposit is made, we will provide a paper statement for the period in which the deposit is made to the most recent address associated with the Account or notice that an electronic statement is available in Digital Banking to the email address you have provided if you have elected electronic communications and we will continue to do so until the Account is otherwise closed by you or again administratively suspended. Your access to Digital Banking will be restricted to view only during Administrative suspension.

## **STOP PAYMENT ORDERS**

Except as set forth below, you may order us to stop payment on any check or other Item payable from your Account; whether drawn by you or by any other Account holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. Stop payment orders may be written or oral. In either case, the order will be in effect for as long as your Account is open or until you request us to remove the stop payment order. Whether the stop payment order is written or oral, we will require you to provide the date, the amount, the number of the Item, and the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the Item. Our acceptance of a stop payment order will not constitute a representation that the Item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not request a stop payment order on any of the following (i) a certified check or a cashier's check; (ii) checks governed by separate agreement; (iii) a preauthorized debit card transaction; and (iv) any Item once we have accepted the Item.

## **FINANCIAL INSTITUTION LIABILITY**

You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving Items from you for withdrawal or deposit, we act only as your agent and reserve the right to refuse any Item for deposit or to reverse credit for any deposited Items or to charge your Account for Items should they become lost in the collection process.

## **RIGHT OF SETOFF / SECURITY INTEREST**

Subject to applicable law, we may exercise our right of setoff against any and all of your Accounts without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from Overdrafts, endorsements, guarantees, loans, Account service charges, overdraft or returned Item or any other charges or fees assessed to your Account. Our right of setoff applies to any and all Items presented for payment or funds deposited into your Account including, without limitation, automatic preauthorized electronic direct deposits from any source including government benefit funds of any kind. Each joint Account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account holder.

**IN ANY INSTANCE IN WHICH WE EXERCISE OUR RIGHT OF SETOFF YOU AGREE THAT YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES WE SUFFER OR INCUR IF EXERCISING OUR RIGHTS RESULTS IN INSUFFICIENT FUNDS IN THE ACCOUNT OR IN OTHER ACCOUNTS RESULT IN ITEMS BEING RETURNED AS UNPAID OR IN THE IMPOSITION OF FEES AS THE RESULT OF OVERDRAFTS.**

In addition to the right of setoff, you grant us a security interest in the Account and any Item we hold or that we process as security for payment of any obligations you have to the Bank, including payment of any Overdraft balances, fees, or charges. By opening and maintain the Account, you consent to our security interest in the Account. This security interest is different from, and in addition to, the right of setoff. The Bank's rights in this security interest granted herein are also separate from, and in addition to, any other security interest you may have granted us in any other asset you own. This security interest does not apply to the following: (i) Accounts that are an IRA, HSA, or other tax-deferred retirement account; (ii) debts that are created by a consumer credit transaction under a credit card plan; (iii) Accounts for which you are acting in a fiduciary capacity and the debt to the Bank arises from a transaction in which you acted solely in your personal capacity; or (iv) if the security interest would otherwise be prohibited by applicable law.

## **COLLECTION COSTS AND FEES / INDEMNIFICATION**

You agree to reimburse us for any and all claims, damages, losses, liabilities, expenses and, to the extent permitted by law, costs including reasonable attorneys' fees and collection agencies' fees, we incur with respect to the collection of Overdrafts or other amounts due from you under this Agreement or otherwise owed to the Bank in connection with your Account. You agree to pay our attorneys' fees and costs, in addition to any obligations described above, in the event that we shall prevail in any legal proceeding that you initiate arising out of your Account or this Agreement. You also agree to indemnify, defend, and hold us harmless from any and all claims, damages, losses, liabilities, expenses, and costs including attorneys' fees, arising in connection with services provided under this Agreement, except to the extent arising out of our gross negligence or willful misconduct. We will not be responsible for any acts or omissions of a third party not under our direct control, including without limitation, a clearinghouse, service provider, or Federal Reserve Bank. In no event shall we be liable to you for special, punitive, or consequential damages from the performance of services in connection with the Account or this Agreement. There are no third party beneficiaries of this Agreement and we will not be responsible to any third party for services performed in connection with this Account.

## **DORMANT AND INACTIVE ACCOUNTS / ESCHEAT LAWS**

We consider an Account "inactive" when there is no customer initiated activity on the Account for twelve (12) months unless applicable state law prescribes a different period. Examples of customer-initiated activity include the following: (i) making a deposit; (ii) withdrawing funds; and (iii) making a one-time debit card purchase; The Account will remain "inactive" until you resume customer-initiated activity on the Account.

An Account becomes "dormant" if there is no customer initiated activity on the Account for a period of thirty-six (36) months unless applicable state law requires a different period of time. Access to inactive and dormant accounts will be restricted, for your protection, until you re-establish contact with us and request that your Account either be reactivated or closed.

Dormant and Inactive Accounts will continue to incur all applicable fees and charges. Additionally, we may assess a fee on all Dormant or Inactive Accounts, as permitted by applicable law.

If the Account remains dormant for a period of time specified by applicable law (5 years in Missouri) and we have received returned mail sent to your address of record, then your Account is considered "abandoned" and we will be required to deliver your Account funds to the State of Missouri under a process known as "escheatment". Any communications we send to you regarding escheatment of an Account will be sent by mail to the last address you provided to us for your Account. If you reside in a foreign country or a U.S. Territory, the funds from the abandoned Account will be escheated to the State of Missouri. Upon delivery of the funds to the state, your Account will be closed and will no longer accrue interest (if such Account was an interest-bearing Account). To recover these funds, you will be required to file a claim with the state to which the funds were remitted. We may charge you a fee if state law requires us to send you any notices or to conduct due diligence on the status of any abandoned Accounts.

## **ACCOUNT STATEMENTS**

You are responsible for promptly examining your statement each statement period and reporting any irregularities to us.

For most Accounts, you have the right to receive statements and other account-related notices in hardcopy by mail. There is a charge associated with receiving statements and notices by mail, but you may avoid those charges by electing to access electronic versions of the statements and notices pertaining to your Account. Generally, the cycle time for your e-statements will be the same frequency as your paper statements.

Once you enroll in the electronic presentment of any document, you will no longer receive paper versions of the selected documents unless you specifically request it. Contact us to request a paper copy of any disclosure, notice or other document. Copies of required regulatory disclosures and tax statements will be mailed at no charge. Reverting to paper delivery of account statements, requesting copies of previously issued account statements, and requesting copies of checks or other account-specific items may incur a fee.

When you elect to receive electronic periodic statements, you will receive an email alert each time a statement or other notice regarding your Account is available. These alerts will be sent in accordance with your notification preferences. You agree that this alert constitutes the date of delivery of your periodic Account statement or other notice. The statute of limitations regarding claims related to any items disclosed in the statement for your Account begins on the date we notify

you that an electronic statement is available. Any failure to access, view, print and/or save an e-statement will not impact the statute of limitations.

The periodic statement will be considered correct for all purposes, and we will not be liable for any problem or error in connection with your Account (such as forged, unauthorized, or missing signatures or endorsements, material alterations; missing or diverted deposits, an unauthorized fee or charge to your Account, fraudulent transactions such as a wire transfer or ACH, or any kind of error or discrepancy) unless you notify us in writing within thirty (30) calendar days (60 calendar days for electronic transfers – see Electronic Funds Transfer Provisions section) after your Account statement is made available to you whether by mail or electronically as described above. Whether or not we provide images of your Items does not change or alter your responsibility or the allowed time frame for reviewing your statement.

In order to provide prompt check processing at competitive prices, we process checks mechanically rather than reviewing each check manually. Even though the risks of forgery loss is somewhat higher than it would be if we manually examined each check, you understand and agree that your risk of suffering forgery losses is low compared to the fees you would have to pay if we examined each check manually. In addition to the disclosures and acknowledgements in the “Check 21” section below, you agree that we will not be liable to you for forgery losses you may suffer because we honor checks or other Items:

- bearing facsimile signatures.
- bearing manual signatures, which are so cleverly forged that a reasonable Bank employee could not detect the forgery.
- that we never have a chance to view because of truncation.
- which are processed mechanically in a manner consistent with industry standard practice. Both of us agree that the foregoing limits on our liability for forgery losses will not excuse us from negligent or bad-faith action or inaction.

## CHECK 21

Check processing is getting faster as banks begin to process checks “electronically.” We are required by law to provide the notice in the following section (“SUBSTITUTE CHECKS AND YOUR RIGHTS”), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

### 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 the 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 the substitute check as proof of payment just like the original check. Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws 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, overdraft 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 are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within ten 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 by contacting any Banking Center, by sending a secure message through Digital Banking or calling us. You must contact us within 40 calendar days of the date that we provided you the substitute check in question or the account statement showing that the substitute check was Posted to your account, whichever is later.

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 or identifying information such as the check number and the name of the person to whom you wrote the check.

## **ACH AND WIRE TRANSFERS**

### **WHOLESALE WIRE AND ACH TRANSACTIONS**

From time to time you may be a party to an Automated Clearing House (“ACH”) entry or a wholesale(wire) funds transfer which may be credited to your Account. The Uniform Commercial Code Article 4A governs wholesale wire transfers as well as any commercial ACH credit entry excluded from the Electronic Funds Transfer Act.

### **BUSINESS ACCOUNT WIRE TRANSFERS**

You may initiate wire transfers of funds from your Account by contacting a member of our Treasury Management team and executing an eBusiness Banking Agreement and a Wire Transfer Agreement. Those documents will set forth all of the rules, terms and conditions which apply to wire transfers from your business Account.

### **CONSUMER WIRE TRANSFERS**

#### **Wire Transfer Limits.**

For wire transfers initiated through Digital Banking, if your Account has been open with us for less than a year you are limited to a maximum of \$3,000 per wire and \$6,000 per day. After your Account has been open for more than one year, you are limited to a maximum of \$50,000 per wire transfer and \$50,000 per day for wire requests initiated through Digital Banking.

For wire requests made by phone through Customer Care Center, you are limited to a maximum of \$20,000 per wire and per day regardless of the amount of time your Account has been open.

For wires initiated through our banking centers you are limited to \$5,000 per wire and per day regardless of the amount of time your Account has been open.

Under certain limited circumstances the Bank may approve, in its sole discretion, approve wire transfer requests for an amount greater than what’s provided above. These circumstances may include, without limitation, wire transfers made to mortgage or title insurance companies.

**Initiation of a Consumer Account Wire Transfer Request at a Branch.** You may initiate a wire transfer of funds from your Account by visiting one of our branches in person and executing a Consumer Wire Transfer Agreement (CWTA). You will be required to present valid, non expired, signed photo identification. You may not initiate a wire transfer until the CWTA has been executed by you and accepted by us. The terms of the CWTA shall govern any wire transfer initiated by you. As part of the CWTA, we require that you establish a code word at the time you execute the CWTA (“Wire Code”). You may choose any word or sequence of letters and/or numbers of your choice and enter it on the CWTA.

**Initiation of a Consumer Account Wire Transfer Request by Phone.** You may also, under certain circumstances, once you have executed and we have accepted a CWTA, initiate a wire transfer by calling us. A wire request made by you to us by phone will require you to provide the Wire Code you selected and set forth in the executed CWTA and will require additional special verification procedures which may include, without limitation, questions intended to verify your identity. For any wire transfer requested by phone, the Bank will obtain separate, additional confirmation of the authenticity of the request and the validity of the wire transfer instructions by calling you back using the phone

information already on file with the Bank. The phone information already on file with the Bank may differ from the phone number from which you called us. If the Bank is unable to reach you by phone at the number already in our records to complete the authentication process, including confirming your Wire Code, we will not initiate the requested wire transfer.

**Initiation of a Consumer Account Wire Transfer Request Through Digital Banking.** Subject to the following rules, terms, and conditions you may also initiate a wire transfer of funds from your Account by logging into your Account through Digital Banking.

**Security Procedures.** All wire requests submitted in Digital Banking require entry of complete and accurate information regarding the recipient of the intended wire, the financial institution and the specific account information designated for receipt of the wired funds, and entry of a secure access code ("SAC") you will receive which is unique to the contemplated transaction. In each instance, the SAC will be delivered by phone, text message, or email using the contact information previously provided to us by you.

For any wire request that is equal to or in excess of \$10,000, and, in some instances in the Bank's sole discretion for wire transfer requests in amounts less than \$10,000, the Bank will obtain separate additional confirmation of the authenticity of the request and the validity of the wire transfer instructions by phone by calling you back using the phone information already on file with the Bank. If the Bank is unable to reach you by phone to complete the authentication process, we will not initiate the requested wire transfer.

You acknowledge and agree that these security procedures for wire requests are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

**Processing Wire Transfers.** We shall process transfer requests based solely upon information received from you. We may, at our discretion, process wire transfer requests through either the Federal Reserve Bank System or a correspondent bank. At the time we initiate a wire, you agree to pay us with available funds on deposit for the amount of the transfer plus the current Wire Transfer Fee as listed in our fee schedule. If you fail to pay those fees, we may request cancellation of the transfer, or undertake any other legal means to collect the transferred amount if we are unable to cancel it, including exercise of right of offset as detailed in this Deposit Account Agreement.

**Reconciliation.** All transfers will appear on your regular Account statement and are subject to the other provisions of this Agreement regarding your obligations to examine each statement within the time limitations set forth herein for any discrepancy concerning wire transfers you requested. If you fail to notify us of any such discrepancy within the applicable time limitations, we will not be liable for and loss you may suffer.

**Liability.** Provided we comply with the security procedures outlined herein, you shall be liable for payment of the transferred amount plus current Wire Transfer Fee as listed in our fee schedule, even if you did not in fact authorize the transaction. If we do not comply with the security procedures outlined herein but can demonstrate that you originated the wire transfer request, you will still be liable for the transfer amount plus current Wire Transfer Fee as listed in our fee schedule. You authorize us to record electronically or otherwise any telephone calls relating to wire transfer requests that you may make from time to time. Wire transfer requests made through our customer service call center may be made orally. We will not initiate the wire transfer until we have satisfactorily confirmed your request. We are responsible for performing the funds transfer services contemplated in this Agreement, and we are only liable for our own gross negligence or willful misconduct in performing these services. We are not liable for your acts or omissions or the acts or

omissions of any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's financial institution, and any beneficiary, none of which are our agent.

**Effect of Delay / Failure In Processing Wire.** We are excused from delaying or failing to act on a wire transfer request if:

- You do not have a sufficient Current Balance in your Account.
- We are prevented or delayed by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond our control.
- We are unable to complete a transaction as the result of some regulatory or other applicable legal limitation to which we are required to adhere.
- We determine, in our sole discretion, that concerns regarding information obtained through our Security Procedures, or our inability to contact you to confirm information makes it prudent to delay or cancel the transaction.

In no event are we liable for any consequential, special, punitive, or indirect losses or damages you may incur such as subsequent wrongful dishonor because of our acts or omissions.

We have no liability to you as a result of our rejection of any transfer request.

Our liability for loss of interest resulting from our error or delay shall be calculated using a rate equal to the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. Payment will be made by crediting the Account from which the wire transfer was to have occurred.

**Your Liability.** You are liable to us and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses resulting from your acts, omissions, or provision of invalid or inaccurate data, including without limitation: a) our debiting an Account at your request; and b) any financial institution other than us fails to act or delays action in connection with a wire transfer request.

#### **Errors and Rejections by Us.**

If a wire transfer request erroneously provides us an incorrect bank name or identifying number, destination account name or number, and we process the wire based upon the information you erroneously provided, your obligations to us and the beneficiary will not be excused in these circumstances.

We shall reject any transfer request which does not conform to the limitations, security procedures, and/or other requirements of this agreement, such as availability of funds on deposit. Except when prohibited by law, we may reject, at our sole discretion, any transfer request from you for any reason. We will notify you of our rejection of the transfer request by telephone, electronic message, or U.S. mail.

We will comply with regulations issued by the Office of Foreign Assets Control (OFAC). If any transfer request is to a recipient listed on OFAC's list of Specially Designated Nationals and Blocked Persons, we shall not complete the transfer and shall "block" the funds until such time OFAC sends us a written release.

**Third Party Rejection of Transfer Request.** If we receive notice that a wire transfer that we initiated at your request was rejected by a third party, we will notify you and include the reason given for rejection by telephone, electronic message, or U.S. mail. We will have no further obligation to transmit the rejected wire transfer if it complied with this agreement with respect to the original transfer request.

**Cancellation and Change by You of a Wire Request.** You have no right to cancel or amend any transfer request after we receive it, except as provided under Regulation E for international wires in foreign currency. For international wires in foreign currency, you have 30 minutes to cancel a request after it's submitted to us. However, we will use reasonable efforts to act on a cancellation or change request as long as we receive it in accordance with the security procedures.

We have no liability if the cancellation or change is not effected except as provided under Regulation E and disclosed to you at the time the wire is initiated.

**Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. WE AND OUR VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOR PURPOSES OF THIS AGREEMENT, "VENDOR(S)" MEANS ANY THIRD-PARTY SERVICE PROVIDER, NETWORK OR PARTNER FINANCIAL INSTITUTION WE MAY ENGAGE TO PERFORM FUNCTIONS FOR US UNDER THIS AGREEMENT. NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, WARRANT THAT THE WEB SITE, OR THE SERVER THAT MAKES THEM AVAILABLE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

**Further Limitations of Our Liability.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR OUR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. FURTHER, WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR FAILURE TO EXECUTE ANY TRANSFER OR PERFORM A RELATED ACT IF SUCH FAILURE IS DUE TO CAUSES OR CONDITIONS BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, STRIKES, RIOTS, INSURRECTION, WAR, MILITARY OR NATIONAL EMERGENCIES, ACTS OF GOD, NATURAL DISASTERS. FIRE, OUTAGES OF COMPUTERS OR ASSOCIATED EQUIPMENT, QUARANTINES, PANDEMICS. OR FAILURE OF TRANSPORTATION OR COMMUNICATION METHODS OR POWER SUPPLIES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

**International Transactions.** As the result of time zones and other circumstances, international transactions, including both deposits and withdrawals, may take place over the course of several Business Days. In certain circumstances, such as returned Items, an international transaction may take place on multiple Business Days over the course of a lengthy period of time (more than 30 Business Days). International transactions are always subject to changes in the currency exchange rate, which fluctuates on a daily basis. Changes in the currency exchange rate are likely to create a difference between the Provisional Credit we Memo Post at the time of the transaction and the actual amount received from the other institution at the time of Final Settlement of the Item. We reserve the right to adjust the Provisional Credit to consider these fluctuations in the currency exchange rate which under certain circumstances may result in you owing us more if, for example, an international transaction results in an Overdraft because of the fluctuation in the exchange rate between the time of the credit to your Account and the Final Settlement.

## NOTICES

**Notice of Amendments.** You agree that the terms and conditions of this Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by



applicable law. With respect to disclosures required by federal regulations, we will provide prior written notice to you of any change in accordance with the notice requirements of each such federal regulation.

Except as otherwise provided by applicable law, and/or except as otherwise provided in any notice we furnish, any other changes to this Agreement will be effective on the date which is 10 days after providing you with the notice by any of the following methods:

- including the notice with or on your paper or electronic statement.
- sending it to you in a separate mailing.
- making it available when you access your Account or when you access your statement in our Digital Banking services; or
- any other means or method described in this Agreement. You agree that a summary of the change in terms is sufficient notice.

**If we notify you that the terms of your Account have changed and you continue to hold your Account after the effective date of the amendment, you have agreed to the revised terms.**

Notices will be sent to the most recent postal mail address or a notice will be made available to you in electronic format if you have enrolled in Digital Banking services so that you can log into your account retrieve the information in Digital Banking. In the case of joint Account holders, notice will be given to only one of the named joint Account holders.

**Name and Address Changes.** It is your responsibility to notify us of any change in your mail or email address or your legal name. You can do so in Digital Banking, by visiting one of our branches, or by calling us. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address(es) provided to us.

**Marketing Communication Opt Out:** For general communication purposes, including marketing, we may deliver pre-recorded or autodialed messages to you via SMS text (mobile carrier message and data fees may apply) or by telephone to a designated number previously provided to us by you. Messages may include information and offers related to Academy Bank products and services. You may optout of receiving SMS text or telephone marketing messages at any time by contacting us.

## **CLOSING YOUR ACCOUNT**

We can close your Account or your Debit Card for any reason or for no reason at all. Our reasons for closing your Account may include, without limitation, the following in which you have:

- made too many transfers from an Account which limits the number of transfers in any period.
- engaged on any occasion in conduct with our Associates that is threatening, aggressive, unethical, criminal, or otherwise inappropriate.
- taken or threatened to take legal actions that we consider inconsistent with our business interests.
- taken or threaten to take positions put our reputation at risk.
- used your Account to conduct restricted transactions or in violation of any statute or regulation.
- given us concerns that we are no longer certain of your identity.
- committed or attempted to commit any fraudulent transaction.
- violated any provision of this Agreement or any other agreement between us and you; or
- violated any applicable banking statute, law, or regulation.

If we close your Account for any of the above reasons or for other abuse, neglect, negative balance, or dormancy, we may report your Account information to services such as ChexSystems, Inc., or other reporting agencies. Account information that might be provided includes, but is not limited to, your name, address, tax identification number, driver's license number, and circumstances related to the closing of your Account. The reporting agencies may report this information to other third parties. This information may adversely impact your ability to open an account at another financial institution.

For security reasons, we may require you to close your Account and to open a new Account if (a) there is a change in authorized signers; (b) there has been a forgery or fraud reported or committed involving your Account; (c) any Account checks, Debit Card or Access Device is lost or stolen.

In the event we close your Account, we will send you the Available Balance by mail to the last address you provided to us for your Account. Regardless of whether your Account is closed by you or us, we are not responsible for payment of any Item once your Account is closed.

You may close your account at any time regardless of the balance by notifying us. We will complete your request within 5 Business Days.

If you close your account, you are

- still responsible for transactions you arranged for, including those that arrive after the Account is closed.
- required to make all necessary arrangements so that pre-authorized electronic deposits to your Account and payments from your Account are rerouted to another account with us or another financial institution, if necessary.

You should not close your account until all the transactions you arranged for have been Posted, and you should leave enough funds in the Account so that any remaining transactions will Post without creating an Overdraft.

If the Account is an interest-bearing Account, accrued interest will not be paid.

## **GOVERNING LAW**

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. In addition, we are subject to certain federal and state regulations and local clearinghouse rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, then such law, regulation, or rule will prevail. We reserve all of our rights with respect to the preemptive effect of any applicable federal laws and/or regulations.

## **RESOLUTION OF DISPUTES BY ARBITRATION**

### **PLEASE READ THIS PROVISION CAREFULLY.**

**If a Claim is arbitrated, neither you nor we will have the right to:**

- **have a court or a jury decide the Claim.**
- **engage in information-gathering (discovery) to the same extent as in court.**
- **participate in a class action, private attorney general or other representative action in court or in arbitration.**
- **join or consolidate a Claim with those of any other person**

**This Arbitration Provision will survive the termination of this Agreement. See further details below.**

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related thereto.

**Agreement to Arbitrate:** Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

**Claims Covered By Arbitration:** A "Claim" subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement, your Account or Accounts, the events leading up to your becoming an Account holder (for example, advertisements or promotions), any feature or service provided in connection with your Account, or any transaction conducted with us related to any of your Accounts. Claims include Claims that arose after closing of your Account or Accounts and after termination of this Agreement. The term Claim includes any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver such that any determination regarding such will be made by an arbitrator.

**Claims Not Covered by Arbitration:** Claims subject to this provision shall not include any Claim you file in a small claims court, so long as the Claim remains in such court and such Claim is seeking only an individual claim for relief.

**Commencing an Arbitration:** If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the "Notice"). Your Notice to us shall be sent to P.O. Box 26458, Kansas City, MO 64196, Attn: Legal Department, Notice of Arbitration (the "Notice Address"). Our Notice to you shall be sent to the most recent address for you in our files. In addition, the party initiating arbitration must commence an arbitration under the applicable rules for doing so with one of the following arbitration forums:

- The American Arbitration Association ("AAA") under AAA's Consumer Arbitration Rules, except as modified by this Agreement. AAA's Rules may be obtained from [www.adr.org](http://www.adr.org) or 1-800-778-7879 (toll-free).
- JAMS/Endispute ("JAMS") under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards, except as modified by this Agreement. JAMS' Class Action Procedures shall not apply. JAMS' rules may be obtained from [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267 (toll-free).

If the chosen arbitration forum is for any reason unable to serve, the Claim shall be arbitrated by the other choice under this provision. If neither of the above arbitration forums is able to serve, the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

**Arbitration Procedure:** The arbitration shall be decided by a single neutral arbitrator if the amount in controversy is less than \$1,000,000 and by a panel of three neutral arbitrators if the amount in controversy is equal to or greater than \$1,000,000. Such arbitrators shall be selected in accordance with AAA's or JAMS' rules, as applicable. The arbitrator(s) will decide the dispute in accordance with the terms of our Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the either us or the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration.

In any arbitration, the arbitrator will take reasonable steps to protect confidential account information and proprietary or confidential business information.

Any arbitration hearing shall take place in the federal judicial district that includes your home address unless you and we agree in writing to a different location or the arbitrator so orders.

If the aggregate value of all Claims asserted are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which any award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction. If the arbitrator finds that a Claim is frivolous or commenced in bad faith or for an improper purpose, the arbitrator may award the payment of all fees, costs and expenses to the defending party.

**No Class Action:**

**If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. The parties acknowledge that the Class Action Waiver is**

**material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

## **SELF-HELP AND PROVISIONAL REMEDIES**

The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including us if we are the plaintiff, to submit the controversy to arbitration if any other party contests such action for judicial relief. No provision of this section shall limit the right of any party to this agreement to exercise self-help remedies such as setoff, to foreclose against or sell any real or personal property, collateral or security, or obtaining provisional or ancillary remedies from a court of competent jurisdiction before, after, or during any arbitration.

## **FUNDS AVAILABILITY POLICY**

**Policy Applicability.** This Funds Availability Policy applies to deposits made to a transaction Account to one of our tellers or through an ATM. Deposits made to non-transaction Accounts are subject to holds at our sole discretion. Our transaction Accounts include all personal and business checking Accounts. Our non-transaction Accounts include all money market Accounts, savings Accounts and time deposit (CD or IRA) Accounts.

We are not liable for transactions you initiate before the funds are available for your use. Until you receive confirmation that the funds are made available, you may not withdraw the funds in cash and we may not use the funds to pay Items that are submitted for payment. If we pay Items that you have written or honor other withdrawals before the funds are available to you, you may incur a fee if the transactions Overdraw your account.

**Funds Availability and Your Ability to Withdraw Funds.** Our policy is to make funds from your cash and check deposits available to you on the Business Day we receive your deposit. In some cases, operational constraints may delay availability of these funds until the next Business Day after we receive your deposit. We will only provide you with a notice if we delay availability of these funds beyond the next Business Day as discussed below in the section headed "Longer Delays May Apply". Electronic direct deposits will be made provisionally available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written. The rules regarding provisional credit and the circumstances under which you may be obligated to repay those funds to us are found elsewhere in this Agreement.

If you make a deposit before our Cutoff Time on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after our Cutoff Time on a Business Day or on a day on which we are not open or which is not a Business Day, we will consider that the deposit as having been made on the next Business Day.

**Longer Delays May Apply.** State and federal laws and regulations allow us to delay for longer periods of time certain funds you deposit by check. In those circumstances, we will tell you the reason why there will be a delay and when the funds will be available to you. We will give you that information in writing or by a separate notice for deposits made through an ATM or through a teller. Factors we are allowed to consider in making our decision to delay the availability of deposited funds include the following:

- The amount of the Item presented for deposit
- The amount of time the Account has been open
- The source and/or appearance of the Item presented for deposit.
- Whether we have a reason to believe the Item will not be paid based upon other transactions in your Account.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been previously returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

Funds will generally be available no later than the seventh Business Day after the day of your deposit.

## **Special Rules for New Accounts**

If you are a new client and your Account has been open for 30 days or less, we may delay the availability of any deposit you make other than cash until the ninth (9<sup>th</sup>) Business Day after the day of your deposit.

### **Holds on Other Funds (Check Cashing)**

If we agree to give you cash for a check made payable to 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.

### **Holds on Other Funds (Other Accounts)**

If we accept for deposit an Item that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but restrict your ability to withdraw a corresponding amount of funds that you have on deposit in another Account with us for the same amount of time that would apply to the original Item.

Mobile Deposit Funds. Checks deposited through mobile deposit are subject to verification before funds will be made available. Once the deposit has been received, you'll be able to view the pending transaction online or on your Mobile Device. While there may be exceptions, such as the ones set forth above, mobile deposit of checks received by the Cut Off time on a Business Day will usually Post and become part of your Available Balance in your Account on the same or the next Business Day. If we delay the availability of deposited funds, we will notify you through Digital Banking via a secure message.

## **ELECTRONIC FUNDS TRANSFER PROVISIONS**

These Electronic Funds Transfer Provisions are provided in compliance with federal law regulating electronic funds transfer ("EFT") services set forth your and our rights and responsibilities concerning the electronic funds transfers. The Electronic Funds Transfer Provisions and the Deposit Account Agreement govern your use of the EFT services. In this section of the Agreement, the words "you" and "your" also mean those who sign as applicant or any authorized user(s).

**ATM Card:** You may use your ATM card and personal identification number (PIN) to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. At present, you may use your card as follows (some of these services may not be available at all ATMs):

#### **Types of Transfers:**

- Withdraw cash from checking, savings, or Money Market Account.
- Transfer funds between your checking and savings Accounts.
- Obtain balance information on your deposit Accounts.
- Transfers to a third party, such as a merchant, from your checking or Money Market Account through point of sale ("POS") terminals.
- Make deposits and cash checks at certain ATMs owned by us.

#### **Limitations on Frequency and Amount:**

- As long as you have a sufficient Current Balance, you may withdraw up to a maximum of \$750.00 per day.

#### **Fees and Charges for ATM Transactions:**

- There is no charge for ATM withdrawals at machines owned by us.
- There is a \$2.75 charge for each ATM withdrawal, balance inquiry or transfer at machines we do not own. This fee is waived if the primary Account on the card is eligible to participate in the MoneyPass network. The debit card will bear a MoneyPass logo on the back and the ATM will have a MoneyPass logo on it.
- There is a \$2.75 charge for ATM withdrawals, balance inquiry, or transfer outside the United States.
- There is a \$0.50 charge for denied transactions at ATMs we do not own. This fee is waived if the primary Account on the card is eligible to participate in the MoneyPass network. The debit card will bear a MoneyPass logo on the back and the ATM will have a MoneyPass logo on it.

**Foreign Automated Teller Usage Fee Disclosure:** If you use your VISA debit card or ATM card at an automated teller machine which is not owned by us (a "foreign ATM"), the operator of the foreign ATM and any national, regional, or local network utilized to affect the transaction may charge you a fee.

**VISA Debit Card:** You may use your VISA debit card and personal identification number (PIN) to initiate transactions at an ATM of ours, ATMs within the networks identified on your card, and such other facilities as we may designate from time to time. At present, you may use your card as follows:

#### **Types of Transfers:**

- Withdraw cash from your checking, savings, or money market Account.
- Transfer funds between your checking and savings Accounts.
- Obtain balance information on your deposit Accounts.
- Make transfers and purchases from your checking or Money Market Account at merchants who accept VISA cards with or without your PIN.
- Make deposits and cash checks at certain ATMs owned by us.
- Make cash deposits with your PIN at any Wal-Mart Cashier and other retail locations. This service is not available for business debit card users or in Vermont due to state law. We will continue to add merchants to the locations you can make a cash deposit. Please visit our website or speak with any banking center associate for a current list.

**Limitations on Frequency and Amount:**

As long as you have a sufficient Current Balance, you may withdraw up to \$750.00 from an ATM and make purchases up to \$3,000 in goods and services each day using your VISA debit card.

Cash deposits at a Wal-Mart Cashier and other retail locations are limited to \$999.99 daily in up to 4 transactions; \$3,500 weekly in up to 7 transactions; \$5,000 monthly in up to 20 transactions.

**Fees and Charges for VISA Debit Card transaction:**

- There is no charge for ATM withdrawals at ATMs owned by us.
- There is no charge for VISA debit card purchases.
- There is a \$2.75 charge for each ATM withdrawal, balance inquiry, or transfer at machines we do not own. This fee is waived if the primary Account on the card is eligible to participate in the MoneyPass network. The debit card will bear a MoneyPass logo on the back and the ATM will have a MoneyPass logo on it.
- There is a \$2.75 fee for ATM withdrawals, balance inquiries or transfers performed outside the United States.
- There is a \$0.50 charge for denied transactions at ATMs we do not own. This fee is waived if the primary Account on the card is eligible to participate in the MoneyPass network. The debit card will bear a MoneyPass logo on the back and the ATM will have a MoneyPass logo on it.
- There is a \$10.00 fee to replace a Visa Debit Card.
- There is a \$4.95 per transaction fee to make a cash deposit using your debit card at a Wal-Mart cashier or other approved location according to our published list.

**Foreign Automated Teller Usage Fee Disclosure:** If you use your VISA debit card or ATM card at an automated teller machine which is not owned by us (a "foreign ATM"), the operator of the foreign ATM and any national, regional, or local network utilized to affect the transaction may charge you a fee.

**Mobile Device Transfers:** You may use your mobile device to initiate a transaction to transfer through one or more financial applications or apps. You are responsible for all mobile device transfer payments to recipients using recipient information generated by you.

**Types of Transfers:**

- Transfer to another person through an app such as Zelle, Cash, Venmo or PayPal.
- Transfer to an Account at another financial institution through an app such as Zelle, Venmo or PayPal
- Transfer to or from another financial institution through our Academy Bank mobile app or digital banking
- Mobile Wallet – The storage and usage of your payment card number (and credentials corresponding to your payment card number) in this mobile wallet remain subject to the terms and conditions of this agreement, as amended from time to time.

**THIRD PARTY SERVICERS:**

**Third Party Servicers are defined as transfers through apps such as Apple Pay, Google Pay, Zelle, Venmo or PayPal.**

**Activating and Using an app of a Third-Party Servicer-** By adding or attempting to add your Visa debit card to a Third-Party Servicer, you agree to their terms of use, as they may be modified from time to time.

**Applicable Fees** – We will not charge you any fees for adding your Visa debit card to a Third-Party Servicer. Any applicable fees or other charges associated with your Visa debit card are disclosed in this Deposit Account Agreement.

**Your Security Responsibility-** You agree to protect and keep confidential your Third-Party User ID, passwords, and all other information required to use the Third-Party Servicer. We will not be liable for any losses you incur except as specifically described in the Deposit Account Agreement or as otherwise provided by law.

**Billing Errors: Identity Theft** – You are responsible for identifying and notifying the Third-Party Servicer of any billing errors that occur as the result of your use of your Visa debit card through a Third-Party Servicer. Refer to the account terms of use for further information on reporting billing errors and procedures.

**Governing Law and Disputes** – Third Party Servicers are governed by federal law and, to the extent that state law applies, the laws of the applicable state regardless of where you may reside or use the Third-Party Servicer at any time. Disputes arising out of or relating to the Third-Party Servicer's terms of use are subject to the dispute resolution provisions in, as applicable, in this Deposit Account Agreement.

**Our Commitment to Your Privacy** – Our Privacy Notice is outlined in this Agreement. We are not responsible for any loss, injury, or other harm you suffer in connection with the Third-Party Servicer's use of your information.

### **VISA International Service Assessment**

VISA charges a fee for any international transaction completed with the use of a VISA branded card. These fees are passed directly to you by their inclusion in the transaction amount deducted from your Account. The amount of the fee is determined by whether or not there is a currency conversion. The fee is 1% for transactions involving a single currency or multiple currencies.

VISA defines an international transaction as a transaction where the financial institution that issued the card is in a different country from the merchant that is accepting the card. This means that an Internet transaction could qualify as an international transaction.

### **Types of Pre-authorized Transfers:**

You may arrange for us to complete the following pre-authorized transfers to your deposit Accounts.

- Accept direct deposits from your employer, U.S. Treasury Department, or other financial institutions to your checking or savings Account.
- Pay certain recurring bills from your checking or savings Account.
- Other types of funds transfers – You authorize us to process electronic check conversions, electronic payment or returned checks and charges, and other Automated Clearing House transactions authorized by you and initiated by third parties.

### **Electronic check conversion:**

- You may authorize a merchant to make a one-time electronic payment from your checking Account using information from your check to pay for purchases or pay bills.

### **Fees and Charges:**

- We do not charge for any pre-authorized EFTs.
- We will charge \$35.00 for each stop-payment order. If you initiate the stop payment order through Digital Banking, then the fee is reduced to \$25.

**In addition to the limitations set forth above, the following limitations may be applicable to your Accounts:**

**Liability for Unauthorized Transfers.** You have a critical role when it comes to detecting errors and in protecting your Account from fraud and fraudulent activity. You are responsible for safeguarding your checkbook, check stock, ATM or VISA debit cards, any PIN or Access Device used to access your Account, and all your Digital Banking credentials and passwords. Tell us AT ONCE if you believe your ATM or VISA debit card, PIN or Access Device has been lost or stolen, or if you believe your Digital Banking credentials have been stolen or compromised, or if you believe that an EFT (Electronic Funds Transfer) has been made without your consent. If you tell us within two (2) business days after you learn of a loss or theft of your card, Access Device, 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 consent 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 immediately.

Also, if your statement shows any transfer that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement is made available to you, you may not get back any money you lost after the 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 debit card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call **1.844.214.6758** or write to us at: **Card Management Dept., P.O. Box 26365, Kansas City, MO 64196**. If sufficient, exigent circumstances caused your delay in notifying us of an unauthorized transaction, we may consider extending the time periods set forth above.

While we may use fraud detection systems to review Items or other debits presented on your Account, you agree that our use of such systems does not excuse your primary obligation to review all transactions on your Account, on a timely and frequent basis, for accuracy. In using these fraud detection systems, we may return or refuse to pay Items or debits that reasonably appear to be fictitious, forged, counterfeit, altered, improperly endorsed, missing endorsements, improperly encoded or otherwise irregular. You agree that our refusal to pay these Items or to return the suspicious Items or debits, even if the suspicious activity was detected using fraud detection systems, will not be considered wrongful. We will not be liable for refusing to honor Items, debits, or other instructions or transactions if we believe in good faith that the signature appearing on such Items or instructions is not genuine or if other facts surrounding the transaction suggest fraud or suspicious activity.

**Periodic Statement.** You will have access to a monthly Account statement from us either by mail or electronically if you have so elected unless there are no transactions in a particular month. You will have access to a monthly statement on all checking and Money Market Accounts. If your Account has no activity for 6 months, you will receive a quarterly statement. If activity resumes, you will again have access to monthly statements. You will have access to a savings statement no less than quarterly; and will have access monthly if there are any Electronic Funds Transactions.

**Terminal Receipt.** You may receive a terminal receipt at the time you make any transaction at an ATM terminal.

**Direct Deposits.** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, access Digital Banking to find out whether or not the deposit has been made.

**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.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your Account is subject to legal process or other claim.
- If your Account is frozen because of a delinquent loan.
- If there are other exceptions as established by us.

**In case of Errors or Questions About Your Electronic Transfers.** Telephone us at **1-877-712-2265** 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 make available to you the FIRST statement on 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 (3) Business Days after completing our investigation. If we decide that there was no error, we will make available to you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Account Information Disclosure.** We will disclose information to third parties about your Account or the transfers you make:

- As necessary to complete transfers; or
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

**Personal Identification Number (PIN).** The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your Accounts.

**Notices.** All notices from us will be effective when you have electronic access to them or we have mailed them to your last known address on our records. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which the service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your Account and any future changes to those regulations.

**Termination of ATM or VISA Debit Card Services.** You agree that we may terminate this Agreement and your use of the ATM Card or Visa Debit Card services, if:

- You, or any authorized user, of your card and PIN breach this or any other agreement with us.
- We have reason to believe that there has been an unauthorized use of your card and PIN.
- We notify you or any other party to your Account that we have canceled or will cancel this Agreement. You or any other party to your Account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Stop Payment Rights.** If you have arranged in advance to make regular Electronic Fund Transfers out of your Account(s) for money you owe others, you may stop payment of pre-authorized transfer(s) from your Account. You must notify us orally or in writing at any time up to three (3) Business Days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment shall cease to be binding fourteen (14) days after it has been made.

**Notice of Varying Amounts.** If these regular Electronic Fund Transfers may vary in amount, the person or company you are going to pay is required to provide you notice of the amount of the payment at least ten (10) days before each payment will be made.

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 Pre-authorized Transfers.** If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review the Funds Availability Policy section of this Agreement to determine the availability of the funds deposited. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an Account below a required balance, or otherwise require us to increase our required reserve on the Account.

## TELEBANK

You may use TeleBank, our 24-hour automated Account information service, to:

- Obtain current Account balances.
- Verify last deposit(s).
- Determine what checks have cleared your Account.
- Hear your current overdraft limit.
- See what interest has been paid to your Account.
- Transfer funds between Accounts (Cut-Off Time for same Business Day transfer is 7:00 p.m. CST).
- Make loan payments from checking or savings Accounts.
- Opt in or Opt out of our Standard Overdraft practices for ATM withdrawals and everyday debit card purchases.

## FURTHER MATTERS

**CELLULAR PHONE CONTACT POLICY.** By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to us or our service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

**MONITORING AND RECORDING COMMUNICATIONS.** You acknowledge and agree that we, or anyone acting on our behalf, may monitor and/or record any communication between you and us, or anyone acting on our behalf, for quality control and other purposes. You also acknowledge and agree that this monitoring or recording may be done without any further notice to you. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

## MISCELLANEOUS PROVISIONS

You must notify us promptly after you discover that any of your checks were lost or stolen.

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 or collecting any amount you owe us with respect to your Account, or for any other legitimate business purpose.

You authorize us to disclose information about your Account to a credit reporting agency at our discretion if your Account was closed by us.

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.

In the event either party brings a legal action to enforce the Agreement, the Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal.

If a court finds any provision of the Agreement to be invalid or unenforceable, such findings 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 provisions cannot be modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

## OTHER ACCOUNT FEES – All Accounts

**The following fees may apply to all Consumer and Commercial Checking, Money Market, and Savings Accounts:**

Account closing within 90 days of opening	\$25.00
ATM or Debit card replacement for lost or damaged cards	\$10.00
ATM Transaction Denied	\$0.50 at an ATM that we do not own. This fee is waived if the primary Account on the card is eligible to participate in the MoneyPass network. The debit card will bear a MoneyPass logo on the back.
ATM Withdrawal, Transfer, or Inquiry Fee	\$2.75 at an ATM that we do not own. This fee is waived if the primary Account on the card is eligible to participate in the MoneyPass network. The debit card will bear a MoneyPass logo on the back.
ATM Withdrawal, Transfer, or Inquiry Fee	\$2.75 at an ATM outside of the United States
Cash deposit at Wal-Mart cashier or other merchant	\$4.95 per transaction
Cashier's Check	\$7.00
Collection Item-Incoming	\$20.00
Collection Item-Outgoing	\$20.00
Collection Item-Foreign	\$20.00 plus exchange
Counter Checks	\$1.00
Excessive Reject Fee	\$1 per item
Fee for Printed Checks	Prices vary depending on style
Foreign Currency Drafts	Cost plus \$5.00
Garnishment & Levy Processing	\$100.00 or state fee
Inactivity Fee (Money Market & Savings Account excluded)	\$5.00 per month after 12 months of no client-initiated activity
Dormant Account Fee	\$10.00 per month after 36 months of no client-initiated activity
Excessive withdrawal Fee – applies to Money Market Deposit Accounts	\$75.00 fee to escheat the balance as Unclaimed Property
IRA transfer fee (external outgoing)	\$10 per withdrawal or transfer over 6 per statement cycle, maximum fee of \$60 per monthly statement period. Is Withdrawals at our tellers and ATMs do not count towards the 6 per cycle limit
Notary Fee	\$25
Overdraft Fee (Applies to checks, in-person withdrawals, ATM withdrawals, or transactions by other electronic means that result in either an overdraft or are returned because the item would create an overdraft if paid)	\$10.00 or state fee
Returned Item Fee (Applies to checks, in-person withdrawals, or transactions by other electronic means that result in an overdraft and are returned.)	\$20.00 per item, Maximum charge \$100.00 per single business day for any combination of Overdraft Fees and Returned Item Fees. If an item is presented multiple times, this fee will apply only the first time the item is presented for payment. You will not be charged an Overdraft Fee if your account had a positive balance at the time of initial approval but was subsequently overdrawn at the time of Final Settlement.
Returned Item Fee (Applies to checks, in-person withdrawals, or transactions by other electronic means that result in an overdraft and are returned.)	\$20.00 per item, Maximum charge \$100.00 per single business day for any combination of Overdraft Fees and Returned Item Fees. If an item is presented multiple times, this fee will apply only the first time the item is presented for payment.

Paper Statement Fee	\$5.00 per statement cycle
Research (per Hour)	\$25.00 per hour – one hour minimum
Research Copies (Each)	\$5.00
Returned Deposit Item	No fee
Returned Deposit Item – Reclear	No fee
Safe Deposit Annual Rental fee (select branch locations)	\$45 - \$110 (based on box size)
Special Statement	\$5.00
Statement Copy	\$5.00
Stop Payment Fee	\$35.00 per item
Stop Payment Fee- initiated via Digital or Mobile Banking	\$25.00 per item
Undeliverable Statement Fee	\$5.00
Verification of Accounts	\$20.00
Wire Transfer – Incoming	\$8.75
Wire Transfer – Outgoing	\$30.00
Wire Transfer – Outgoing initiated through Digital Banking	\$20.00
Wire Transfer-International	\$50.00
Transfer NOW – Account to Account payment	\$3 each for next day transfers and \$5 each for instant transfers. Standard 2 –3-day transfers remain free.

## OTHER ACCOUNT FEES – Commercial Accounts

### The following fees apply to Commercial Accounts in addition to those previously listed:

Audit Confirmations	\$20.00
Duplicate advice on return items	\$2.00
ebusiness Banking- Essentials package	No monthly fee
ebusiness Banking- Pro package	\$15.00 per month
ebusiness Select package	\$7.00 per month
Business Bill Pay	\$10 per month, \$7 per month with ebusiness Select
Business Mobile Deposit	\$0.50 per deposit
Paper Statement w/Images Fee	\$5.00
Returned Deposit Item Fee	No fee
Returned Deposit Item Reclear Fee	No fee
Undeliverable Statement Fee	\$5.00
Wire transfer- incoming with no special handling	\$10.00
Wire transfer – incoming International	\$15.00
Wire transfer- outgoing not initiated online	\$35.00
Wire transfer – outgoing initiated in Digital Banking	\$17.00
Wire transfer- outgoing international initiated online	\$40.00
Wire transfer – outgoing international not initiated online	\$50.00
Zero balance Account maintenance fee	\$35.00
Loan Sweep Fee	\$150.00

ebusiness Select clients pay an additional \$7 per month for domestic wire origination plus \$7 per wire. Limits apply.

This is not a complete list of Commercial Account Fees. Other fees based on products utilized will apply.

# FACTS

## WHAT DOES ACADEMY BANK 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?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number and Income
- Account Balance and Payment History
- Credit History and Credit Scores

### 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 Academy Bank chooses to share; and whether you can limit this sharing.

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

### To limit our sharing

- Call 877.712.2265 and speak to a customer care representative.

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we make this notice available to you. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

## Who we are

**Who is providing this notice?**

Academy Bank

## What we do

**How does Academy Bank 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 Academy Bank collect my personal information?**

We collect your personal information, for example, when you

- Open an Account or deposit money
- Pay your bills or apply for a loan
- Use your Credit or Debit Card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

**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

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include Dickinson Financial Corporation and Armed Forces Bank, N.A.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Academy Bank does not share with nonaffiliates for purposes of allowing them to market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include financial service companies.*

**Questions?**

Call 877.712.2265 or go to [AcademyBank.com](http://AcademyBank.com)

## Other important information

Privacy Policy  
Rev. 09/2022

We follow state law where state law provides you with additional privacy protections.

*For California residents:* Except as permitted by California law, we will not sell, share, transfer, or otherwise disclose nonpublic personal information to or with any nonaffiliated third parties without your explicit prior consent.

*For Vermont residents:* Except as permitted by Vermont law, we will not sell, share, transfer, or otherwise disclose nonpublic personal information to or with any nonaffiliated third parties without your explicit prior consent.

*For Nevada residents:* This notice is being provided pursuant to Nevada law. You may be placed on our internal Do Not Call List by following the directions in the To limit our sharing section. Nevada law requires that we also provide you with the following contact information: Office of the Nevada Attorney General, Grant Sawyer Building, 555 E. Washington Ave., Ste 3900, Las Vegas, NV 89101; telephone: 1-888-434-9989; electronically via [http://ag.nv.gov/complaints/file\\_complaint](http://ag.nv.gov/complaints/file_complaint). Academy Bank, N.A., P.O. Box 26458, Kansas City, MO 64196; telephone: 1-877-712-2265.