



**ACADEMYBANK**

**Deposit Account Agreement**

Important Legal Information, Disclosures and Terms you should know.  
Effective: November 2017

# 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 online 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 rules that apply to the account(s) you have with us, including policies, account information and legal statements. Additional rules may be provided in: (1) disclosures we give you when you open your account (e.g. a Rate and Fee Schedule (“Schedule”), (2) disclosures we give you when you use certain additional products and services associated with your account, (3) periodic statements, and (4) any appropriate means such as direct communication from us by mail or electronic mail or a notice on or with the statements you receive from us. This booklet, along with each of these items and the signature card you signed when you opened your account, together constitute an agreement between you and us (the “Agreement”).

Please review this booklet carefully and keep it as a reference any time you have a questions about your account. You can also speak directly to one of our Customer Care Associates by calling 877.712.2265. We are available to visit with you Monday through Friday from 8:00 a.m. - 7:00 p.m. CST and Saturday from 9:00 a.m. – 5:00 p.m. You can also visit us at [www.academybank.com](http://www.academybank.com).

**By providing a written or electronic signature on a signature card, 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 online, at any of our Banking Centers or by calling us at 877.712.2265.**

Welcome to Academy Bank.

Regards,

Paul Holewinski  
Chief Executive Officer

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# 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.

## 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. Although we 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.

## Debit Card

An electronic access device (plastic card) issued by the Bank which allows Bank customers access to their account to withdraw cash or pay for goods and services.

## Item

A single transaction: for example a check, ACH debit, debit card transaction, ATM withdrawal, transfer of funds, fee or deposit.

## Overdraft

A deficit in a bank account caused by drawing more money than the account holds. An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway at our sole discretion. We will provide you with a notice when your account becomes overdrawn or an item is returned.

## PIN

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

## Post

When a transaction is actually credited to or debited from an account. This usually happens over night with all of that day's transactions.

## Posting Order

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

## Transaction Code

This term is usually referenced in a discussion about posting order. It is a unique identifier to represent different types of transactions in the Bank's software system. For example, a check and an electronic debit both reduce the account balance. Using different transaction codes to post each allows different descriptions, and potentially a different sequence in the posting order.

# 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 of you signing a signature card for an account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. 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, and we are not obligated to provide similar waivers in the future or 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 attorney’s 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.

## INTEREST

If your account earns interest, the following information applies:

**(a) Payment of Interest.** We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding. The Schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements.

**(b) 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.

**(c) 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. We reserve the right to pay interest at different rates, depending on the amount deposited and/or the type of depositor.

**(d) Interest Compounding and Crediting.** The Schedule will indicate the interest compounding and crediting frequency for your account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your account.

**(e) Interest Accrual.** 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.

## 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 wire transfers of funds or issuing a cashier’s check. 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

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. **We pay overdrafts at our sole discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. We may refuse to pay an overdraft item at any time even though we have previously paid overdrafts for you. Our payment of overdrafts represents a purely discretionary courtesy or privilege 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 or declined.

Please be advised that if your overdraft privileges are permanently revoked or suspended for any reason we will not allow any overdrafts in your account. If your overdraft privileges are permanently revoked, or while your overdraft privileges are suspended, any checks or ACH items presented for payment without sufficient balances to pay them will be returned and you will be charged a fee of \$29 per returned item. Even if you have opted in to our Standard Overdraft Practices for ATM withdrawals and everyday debit card transactions, if your overdraft privileges on an account are permanently revoked, or while your overdraft privileges are suspended, we will decline those transactions if they would overdraw your account. If your overdraft privileges are permanently revoked on an account for any reason they may not be reinstated. If your overdraft privileges are reduced or suspended for any reason, we reserve the right to reinstate the privileges in whole or in part at our sole discretion.

We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that apply to our accounts.
2. We also offer overdraft protection plans, such as a link to a savings account or to an overdraft line of credit which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

### What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions 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 overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

### What fees will I be charged if Academy Bank pays my overdraft?

Under our standard overdraft practices:

- We will not charge you an overdraft fee even if we pay the item or a returned item fee on any item presented for payment of \$5 or less.
- We will charge you a fee of up to **\$29** each time we pay any other overdraft item and \$29 each time we return an item on any item over \$5.00 presented for payment.
- The maximum fee we will charge your account for any combination of overdraft fees and returned item fees on any single business day is **\$125.00**.

### What if I want Academy Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

Notify us of your decision by calling our toll free number, visiting any Banking Center or through online banking. You may change that decision at any time by notifying us again.

**You may instruct us to never pay any item that would overdraw your account. Opting out of all overdrafts may still result in returned item fees being assessed. To opt out of all overdrafts contact any Banking Center, call us toll free at 877-712-2265 or email us at [ODOptOut@academybank.com](mailto:ODOptOut@academybank.com).**

## AVOIDING EXCESSIVE OVERDRAFTS

It is important for you to use and manage your account in a responsible manner. We offer overdraft protection as a discretionary service that is intended as a convenience for you to cover inadvertent overdrafts or non-recurring shortages of funds (and not as a continuing source of funds or line of credit).

**Frequent or ongoing use of overdrafts should be avoided and we will monitor the overdraft activity in your account. If we determine at our sole discretion that the overdraft activity in your account is approaching or has reached excessive levels, 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 overdraft privileges 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.**

Here are our suggestions on how to avoid overdrawing your account:

**(1) Know your account balance.** You may check your account balance anytime with these services: online banking, mobile banking, Customer Care Center, or the 24/7/365 Automated Account Information Line, 1-877-712-2265. Keep in mind that your balance through these sources may not reflect checks you have written that have not yet reached us for payment or previously scheduled electronic payments from your account.

**(2) Sign up for e.Alerts** to receive an email or text message when your account balance is running low. (Message and data rates charged by your mobile phone carrier may apply.)

**(3)** If you have a savings account, Money Market, or another checking account, set up automatic transfers into your checking account in the event that you have an overdraft. Certain account types have transaction limitations.

**(4)** Apply for a line of credit that would automatically cover an overdraft.

**(5)** 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.

**(6) Contact us** if you need assistance.

You may instruct us to never pay any item that would overdraw your account. Opting out of all overdrafts may still result in returned item fees being assessed. To opt out of all overdrafts, contact any Banking Center, call toll free 1-877-712-2265 or email us at [ODOptOut@academybank.com](mailto:ODOptOut@academybank.com).

### **Debit Card Authorizations and Memo Posted Debits**

When you use your debit card to make a purchase or an ATM withdrawal, the merchant/ATM owner may request an authorization from us. If approved, we reduce your Current Balance by the authorized amount through a memo posted debit to your account. In some cases, the authorization request amount may not match the actual final transaction amount. For example, a restaurant may add an amount to the bill for an expected gratuity which may or may not be reflected in the final settlement.

Generally, this memo posted debit remains on your account until we receive a final settlement request (instructions from the merchant for us to deduct the exact amount of your final purchase from your account) or the expiration of 3 business days, whichever occurs first.

Exception: If you use your PIN when you pay for gas at the pump, the merchant must send us the final settlement request within two (2) hours.

A “final settlement” request follows after the debit card authorization request and completes the transaction. While the majority of transactions settle within one or two business days, the actual timing rests with the merchant. Even if the final settlement is not received within the three business days and the memo posted debit authorization is removed and the balance restored, the final settlement could still be received beyond the three business days and result in a balance reduction for the final transaction settlement amount.

### **POSTING ORDER**

Generally, for each business day, we process and post deposits and other credits to your account before we process and post other items such as checks, electronic debits, and other debit transactions that reduce your balance. We will process, post and pay items that we receive for payment from your account in any order that we determine at our sole discretion – regardless of the order in which the items occur or we receive them.

The order in which we process and post 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 items, such as debit card purchases and ATM withdrawals at the time you initiate the transaction, but we may not receive those items to apply to your account from the merchant for several days. There are other items that we are not 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. As described below, in connection with our posting order, we have the right to establish (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, however, 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 determine that an item on your statement was not posted in accordance with the posting order below, and you were charged an overdraft or returned item fee due to this exception, contact us immediately at 877-712-2265 for a refund of that overdraft or returned item fee.

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	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	Decrease	Low-to-high amount
Sixth (6)	ACH debits	Decrease	Low-to-high amount
Seventh (7)	Checks not cashed by our tellers	Decrease	Low-to-high amount
Eighth (8)	Loan payments to us initiated through online banking or TeleBank	Decrease	Low-to-high amount
Ninth (9)	Transfer to checking or savings made through online banking or Telebank	Decrease	Transaction Code*, then low-to-high amount
Tenth (10)	Service charges and Fees	Decrease	Low-to-high amount
Eleventh (11)	Savings Cents Transfers	Decrease	Low-to-high amount
Last	All other transactions including pre-authorized loan payments to us, transfers to cover an overdraft condition and the fee associated with the transfer.	Increase or Decrease	Transaction Code, then low-to-high amount

**\*In the following Transaction Posting example, a check and an ACH debit are assigned different Transaction Codes based on the source of the transaction. Even though both Items reduce the balance, using separate Transaction Codes differentiates between the Items and results in them each having a different 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	7
Debit Card purchase for \$8.95	5
ACH debit from Insurance company for \$49.95	6
Direct deposit for \$30.00	1
ATM withdrawal for \$100.00	5
Beginning 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 balance is overdrawn	-\$28.90**
**The Bank will determine at 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 \$29.00 per item or a returned item fee of \$29.00 per item may be assessed each time an item is presented for payment; there is a maximum charge of \$125.00 for any combination of returned items or overdraft items per single business day. See "What you need to know about Overdrafts and Overdraft fees" for additional information.	

**BALANCE METHODS**

As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, 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. The "daily balance" method applies a daily periodic rate to the full amount of principal in the account each day."

**DEPOSIT RULES**

The following terms apply to deposits made to your account.

**(a) Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your account should be endorsed payable to the order of us for deposit only, followed by your signature and account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. While we may accept nonconforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment.

**(b) Final Payment.** All non-cash items (for example, checks) deposited to your account are posted subject to our receipt of final payment by the payer bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. We reserve the 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, provided the return was due to insufficient funds or uncollected funds.

**(c) Direct Deposits.** We offer direct deposit services for automatic pre-authorized deposits to your account and automatic transfers to your account from your other accounts 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 as provided in (b) above.

**(d) Crediting of Deposits.** The Funds Availability Policy section of this Agreement and the related disclosure provided to you reflects our policies relating to the availability of funds deposited to your account. If your pay from your employer or any federal benefits are deposited to your account by ACH or direct deposit credit item, 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. We reserve the right to discontinue this practice with only such prior notice to you as is expressly required by applicable law. Credit given by us to you with respect to an ACH or direct deposit credit item is provisional until we receive final settlement for such item through a Federal Reserve Bank. 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, 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.

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

## WITHDRAWAL RULES

The following terms apply to withdrawals from your account:

**(a) Manner of Withdrawal.** You may make withdrawals from your account in any manner that is permitted by us for the type of account that you have opened. 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.

**(b) Withdrawal Restrictions and Overdrafts.** If there are insufficient available funds to cover some of the withdrawals or debits presented against your account, such items will be handled in accordance with our overdraft procedures or in accordance with any other agreement you may have with us. We pay overdrafts at our sole discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. We may refuse to pay an overdraft item at any time even though we have previously paid overdrafts for you. Our payment of overdrafts represents a purely discretionary courtesy or privilege 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 determine at our sole discretion that the overdraft activity in your account is approaching or has reached excessive levels, 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 overdraft privileges 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. If we do not authorize and pay an overdraft, your transaction will be returned or declined.

Please be advised that if your overdraft privileges are permanently revoked or suspended for any reason we will not allow any overdrafts in your account. If your overdraft privileges are permanently revoked, or while your overdraft privileges are suspended, any checks or ACH items presented for payment without sufficient balances to pay them will be returned and you will be charged our standard fee of \$29 per returned item. Even if you have opted in to our Standard Overdraft Practices for ATM withdrawals and everyday debit card transactions, if your overdraft privileges on any account are permanently revoked, or while your overdraft privileges are suspended, we will decline those transactions if they would overdraw your account. If your overdraft privileges are permanently revoked on any account for any reason they may not be reinstated. If your overdraft privileges are reduced or suspended for any reason, we reserve the right to reinstate the privileges in whole or in part at our sole discretion.

Checks, in-person withdrawals, ATM withdrawals or other electronic withdrawals as applicable, drawn on your account against insufficient available funds may be subject to an overdraft or returned item fee. You agree to pay us, and you authorize us to deduct directly from your account, overdraft fees, returned item fees, or any other service charges assessed against your account. Any fee or service charge assessed against your account shall be subject to the provisions of this Agreement, including those set forth in the Right of Offset section. 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. 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.

**(c) 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 notice on these accounts, doing so does not mean that we give up this right.

**(d) 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 the posting 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 in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated check to the presenter.

**(e) Power of Attorney.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. 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.

**(f) Signatures.** We may use the signature on your signature card when necessary to verify the signatures on items drawn on your account, and you authorize us to store the signature card information and signature in any reasonable form we deem necessary, including any digitized signature capture 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.

The Unlawful Internet Gambling Enforcement Act of 2006 prohibits us from processing transactions identified as being restricted through any commercial account or banking relationship. If we obtain actual knowledge that a commercial customer is participating in such restricted transactions, we will close the account. We will not open any commercial account intended for such purpose.

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

Should your account maintain a negative balance of any amount which has existed for no less than 55 consecutive days, 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 prohibit your 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 in full will be returned to 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 an electronic statement 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.

## SAVINGS ACCOUNTS

If your account is a Saving account or a Money Market Account, the following terms apply:

**(a) Money Market Accounts.** If your account is a Money Market Account, federal law requires that an account holder may make no more than six (6) pre-authorized transfers during any one (1) calendar month. Pre-authorized transfers are transfers or withdrawals which you have authorized in advance to transfer money from your account to a third party or to another account you have with us.

Pre-authorized transfers include: (1) transfers made by check, draft, debit card, Telebank or Online banking transfers, or other instrument payable to a third party; (2) transfers made by your telephone authorization to a third party; or (3) transfers made pursuant to a pre-authorized or automatic transfer including ACH debits.

**(b) Savings Account.** If your account is a Savings Account you may make no more than six pre-authorized withdrawals or transfers during any one (1) calendar month. Pre-authorized withdrawals or transfers include: (1) withdrawals made by your telephone authorization or Telebank or Online banking transfers; or (2) withdrawals made pursuant to a pre-authorized or automatic transfers to a third party.

**(c) Excess Transactions.** If you have more than the allowable pre-authorized transfers or pre-authorized checks or drafts (for money market accounts) in any one period, your account will be subject to fees and/or closure by us. In addition to the above described pre-authorized transfers, you may make unlimited withdrawals, either in person at our locations, by mail, or at an ATM.

## TIME DEPOSITS

If your account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your account. If your account has not matured, we will consider requests for early withdrawal but any withdrawal of all or part of the funds from your account may result in an early withdrawal penalty.

**(a) Penalty.** The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the account or as a percentage of the principal of the Certificate of Deposit. The penalty structure applicable to your CD is disclosed on the back of the notices that we provide you about your CD. If your 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. For fixed rate accounts, we will use the rate in effect for your deposit.

**(b) 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 you 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 IRC Sec 72(t); or (4) withdrawals paid directly to the beneficiary of a deceased IRA holder.

## STOP PAYMENT ORDERS

Subject to the limitations stated in the last paragraph of this section, 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. 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 may 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 stop

payment on a certified check or request us to stop payment on a cashier's check. In addition, you may not stop payment on checks governed by separate agreement. Further, you may not stop payment on an item after acceptance of the item by us.

## **ACCOUNT OWNERSHIP**

Based upon the type of account ownership that you have designated, the following items and conditions apply:

**INDIVIDUAL ACCOUNTS.** An individual account is an account in the name of one depositor only. Only that person may write checks against the account or withdraw money, regardless of who actually owns the funds.

**MULTIPLE PARTY ACCOUNTS.** This section pertains to multiple party accounts:

**(a) Joint Account Ownership.** An account with two or more account holders 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. This means that upon the death of one of the joint account holders, that person's ownership interest in the account will immediately pass to the other joint account holder(s). Each account holder, without the consent of any other 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 account funds, (2) to pledge the account funds as collateral to us for any obligation, whether that of one or more account holders or a third party, (3) to endorse and deposit checks and other items payable to any joint account holder, (4) to give stop payment orders on any check or item, whether drawn by that account holder or not, and (5) to close the account, with the disbursement of account proceeds as instructed by the joint account holder. Each joint account holder is authorized to act for the other account holder(s) and we may accept orders and instructions regarding the account from any joint account holder. If we believe there to be a dispute between joint account holders or we receive inconsistent instructions from the account holders, we may suspend or close the account, require a court order to act, and/or require that all joint account holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint account holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and negative balances as set forth above. Further, the account is subject to the right of setoff as set forth below.

**(b) 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.

**(c) 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.

**This section applies to other types of deposit account ownership:**

**(a) 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).

**(b) 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 for the location where you opened the account (the "Act"), your rights and duties are governed by the Act and by this Agreement where not inconsistent with the Act. 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.

**(c) Business Accounts.** If the account is not owned by a natural person (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 sign the signature card to act on behalf of the account holder.

## **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 OFFSET**

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 charges or other obligations. 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.

## **DORMANT ACCOUNTS**

If you have not made a withdrawal from, or a deposit to, your account for an extended period of time and we have been unable to contact you, your account may be classified by us as dormant. Subject to applicable law, the account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds.

## **ACCOUNT STATEMENTS**

You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. 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, 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 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. Accordingly, you agree that we will not be liable to you for forgery losses you may suffer because we honor checks or other items:

- (1) bearing facsimile signatures
- (2) bearing manual signatures, which are so cleverly forged that a reasonable Bank employee could not detect the forgery,
- (3) that we never have a chance to view because of truncation
- (4) which are processed mechanically in a manner which is 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.

## **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. The Electronic Funds Transfer

Agreement and Disclosure provided to you (if applicable) reflects our policies relating to the electronic funds transfers governed by the Electronic Funds Transfer Act.

**(a) Provisional Payment.** Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry. In order to effectuate any refund from you to which we are entitled under this provision, you authorize us without prior notice to you, 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.

**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 return items, an international transaction may take place on multiple business days over the course of a lengthy period of time (more than 30 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 what we give you as a provisional credit at the time of the transaction and what we receive from the other institution upon presentment of the item. We reserve the right to adjust your provisional credit to take account of these fluctuations in the currency exchange rate. That means that you may owe us more should an international transaction result in a return item because of the fluctuation in the exchange rate between the time of the credit to your account and the return.

**(b) Notice of Receipt.** We will notify you of the receipt of payments in the periodic account statements we provide to you, but we are not required to give next day notice to you of receipt of an ACH item, and we will not do so.

## NOTICES

The following terms apply to notices relating to your account.

**(a) Notice of Amendments.** You agree that the terms and conditions of the 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 such federal regulations. 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 the date notice is given either by posting the notice in Banking Centers or including the notice with or on your statement or in a separate mailing, or by 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 address or email address if you have elected to receive statements electronically, shown on our records for your account. Only one notice will be given in the case of joint account holders.

**(b) Name and Address Changes.** It is your responsibility to notify us of any change in your address or name. 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 provided to us.

## CLOSING YOUR ACCOUNT

We may close your account at any time without notice to you. 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 are lost or stolen, (d) you have too many transfers from your account, or (e) any other provision is violated.

Regardless of whether your account is closed by you or us, we are not responsible for payment of any check, withdrawal, or other item once your account is closed.

## **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.

## **ARBITRATION PROVISION**

**READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it.

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

- (1) have a court or a jury decide the Claim**
- (2) engage in information-gathering (discovery) to the same extent as in court**
- (3) participate in a class action, private attorney general or other representative action in court or in arbitration**
- (4) 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.**

## **Definitions**

**“We,” “Us” and “Our.”** Solely as used in this Arbitration Provision, the terms “we,” “us” and “our” also refer to (1) our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors and assigns; and (2) any failed bank to the extent of the assets acquired by us or our affiliates.

**“Claim.”** 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. Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed or appealed to a different court.

## **Arbitration Procedures**

**a. Agreement to Arbitrate Claims.** You and we may elect to arbitrate any Claim.

**b. Electing 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. Any arbitration hearing that you attend will take place in a venue in the county where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.



**c. Arbitration costs.** We will pay the filing, administrative and/or arbitrator's fees ("Arbitration Fees") that we are required to pay pursuant to the administrator's rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the administrator's rules in connection with an individual arbitration you have commenced against us if, (i) the amount of your Claim exceeds \$5,000.00 and does not exceed \$75,000.00 and (ii) we receive a written request by you at the Notice Address that you have filed a Claim, we will reimburse you for any Arbitration Fees you have actually paid. If the amount of your Claim exceeds \$75,000 and we receive a written request by you at the Notice Address, we will consider paying said Arbitration Fees if you are unable to pay them and cannot obtain a waiver or reduction of them from the arbitration administrator.

**d. Arbitration administrator and rules.** The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association ("AAA"), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules/codes, and more information about initiating an arbitration, by (1) contacting AAA at 1-800-778-7879 or visiting [www.adr.org](http://www.adr.org), or (2) contacting JAMS at 1-800-352-5267 or visiting [www.jamsadr.com](http://www.jamsadr.com). The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.

**e. What law the arbitrator will apply.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act that would apply if the matter had been brought in court.

**f. The arbitrator's decision and award; attorney fees.** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section (e.) above, to an individual action brought in court. In addition, with respect to Claims asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, or if applicable law requires us to do so.

**g. Effect of arbitration Award; appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

**h. Federal Arbitration Act** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision.

**i. Jurisdiction and Venue.** Any arbitration must be brought in the jurisdiction in which you reside.

**j. CLASS ACTION WAIVER.** 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.

**k. Conflicts; Severability; Survival** This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive (1) the closing of your account and the termination of any relationship between us, including the termination of the Agreement, and (2) any bankruptcy to the extent consistent with applicable bankruptcy law.

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

The institution and maintenance of an action for judicial relief or pursuit of a provisional and ancillary remedy shall not constitute a waiver of the right of any party, including 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 dependency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of either party to resort to arbitration.

## **MISCELLANEOUS PROVISIONS**

You must notify us promptly after you discover that any of your checks were lost or stolen. If you or your account becomes involved in any legal proceedings, your use of the account may be restricted. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for this account 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. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. 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.

In order to minimize the risk of having unauthorized 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 sales persons). If these numbers appear on a check or draft drawn by a third party, we will presume that, by disclosing these numbers, you have authorized us to debit your account for the amount of such item. You understand and agree that, after any such item is charged 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.

## **FUNDS AVAILABILITY POLICY**

### **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 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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have deposit cut off times posted in the lobby of each Banking Center. Our earliest cutoff time is 2:00 P.M. If you make a deposit before our cutoff time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

### **Special Rules for New Accounts**

If you are a new customer, the following special rule will apply during the first 30 days your account is open. Generally, funds will be available on the day we receive the deposit. If we delay funds on your new account during the first 30 days your account is open, funds will be available on the 9th business day after the day of your deposit.

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

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

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

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

### **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.

## **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. Electronic funds transfers are electronically initiated transfers of money involving a deposit account held with us. 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.
- Additionally, your card may be used to make third party transfers 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:**

- You may withdraw up to a maximum of \$500.00 per day.

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

- There is no charge for ATM withdrawals at machines owned by us.
- There is a \$2.00 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.
- There is a \$2.50 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.
- There is a \$15.00 fee to replace an ATM card.

**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 effect 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 third party transfers from your checking account through POS (point of sale) terminals.
- Make 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.

**Limitations on Frequency and Amount:**

You may withdraw up to \$500.00 from an ATM and make purchases up to \$3,000 in goods and services each day with your VISA debit card. If you use your card for purchases when the card is not swiped, such as for mail-order transaction by mail or fax, or over the telephone or Internet, the daily purchase limit is \$1,500 for those types of transactions and counts as part of your \$3,000 daily limit.

**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 \$2.00 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.
- There is a \$2.50 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.
- There is a \$15.00 fee to replace a Visa Debit Card.

**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 effect the transaction may charge you a fee.

**Opt-In:** The Bank will not assess a fee or charge to a customer's account for paying an ATM or everyday debit card transaction unless the Bank:

- Provides the customer with a notice in writing, or if the customer agrees, electronically, separate from all other information, describing the Bank's overdraft service, "What you need to know about Overdrafts and Overdraft Fees";
- Provides a reasonable opportunity for the customer to affirmatively consent, or opt-in, to the service for ATM and every day debit card transactions;
- Obtains the customer's affirmative consent, or opt-in; and
- Provides the customer with confirmation of their consent in writing, or if the customer agrees, electronically, which includes a statement informing the customer of the right to revoke their affirmative consent.

**Customers may revoke their opt-in at any time by contacting any Banking Center, through online banking, by calling toll free 1-877-712-2265 or emailing us at [ODOptOut@academybank.com](mailto:ODOptOut@academybank.com).**

**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 .8% for transactions involving only a single currency or 1% for transactions involving multiple currencies.

For example: for a transaction conducted in Mexico, the fee would be .8% of the transaction amount if the entire transaction was conducted in U.S. dollars, but the fee would be 1% of the transaction amount if the transaction was converted into Pesos. 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 \$30.00 for each stop-payment order, \$20 if you initiate the stop payment order through online or mobile banking.

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

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your ATM or VISA debit card or PIN has been lost or stolen 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 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, tell us at once. If you do not tell us within sixty (60) days after the statement was provided 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 card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call **1.877.712.2265** or write to us at: **Card Management Dept., P.O. Box 411856, Kansas City, MO 64179-9921**. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**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, monthly statements will be provided. You will receive a savings statement no less than quarterly; it will be provided 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, you can call us at 1-877-712-2265 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 and press 0** to speak to a Customer Care Representative as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement 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 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**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 we have mailed them or delivered 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 payments may vary in amount, the person, or company you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be.

You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of 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.
- 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.
- Opt in or Opt out of our Standard Overdraft practices for ATM withdrawals and everyday debit card purchases.

Although there is no charge for using TeleBank, funds transfers from a Savings account or Money Market Deposit Account are limited to a maximum of six per month. Please note that these transaction limitations do not apply to a TeleBank transfer used to make a payment to your loan with us.

## 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	\$20.00
ATM Card Replacement for damaged or lost cards	\$15.00
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	\$2.00 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	\$2.50 at an ATM outside of the United States
Balance Maintenance Transfer	\$7.00 per transfer
Cashiers Check	\$5.00
Charge Back of Deposited item	\$5.00
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
Excessive Withdrawal Fee (savings, money market)	\$7.00 per excess 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 6 months of no activity Fee increased to \$25.00 per month after 5 years no activity \$75.00 fee to escheat the balance as Unclaimed Property
Mobile Deposit Fee	No fee
Money Order	\$5.00
Notary Fee	\$10.00 or state fee
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)	\$29.00 per item, Maximum charge \$125.00 per single business day for any combination of Overdraft Fees and Returned Item Fees.
Returned Item Fee (Applies to checks, in-person withdrawals, or transactions by other electronic means that result in an overdraft and are returned.)	\$29.00 per item, Maximum charge \$125.00 per single business day for any combination of Overdraft Fees and Returned Item Fees.
Overdraft Protection Transfer	\$7.00 per daily transfer
Paper Statement Fee	\$3.00 per statement cycle
Research (Per Hour)	\$25.00 per hour- one hour minimum
Research Copies (Each)	\$5.00
Returned Deposit Item	\$5.00
Returned Deposit Item - Reclear	\$2.50
Special Statement	\$5.00
Statement Copy	\$5.00



Stop Payment Fee	\$30.00 per item
Stop Payment Fee- initiated via Online or Mobile Banking	\$20.00 per item
Verification of Accounts	\$20.00
VISA Debit Card Replacement Fee for damaged or lost cards	\$15.00
Western Union-In	Cost varies by transaction
Western Union-Out	Cost varies by transaction
Wire Transfer - Incoming	No fee
Wire Transfer - Outgoing	\$25.00
Wire Transfer-International	\$50.00

## 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
e.business Banking- Basic package	No monthly fee
e.business Banking- Deluxe package	\$25.00 per month
Monthly sweep fee	\$100.00
Paper Statement w/Images Fee	\$5.00
Visa Business Debit Card Replacement Fee	\$15.00
Wire transfer- incoming with no special handling	\$5.00
Wire transfer – incoming International	\$10.00
Wire transfer- outgoing not initiated online	\$35.00
Wire transfer- outgoing international	\$50.00
Zero balance account maintenance fee	\$30.00

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 sent this notice. 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.

### Questions?

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

## 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

State laws and individual companies may give you additional rights to limit sharing.

**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 so they can 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.*