

Accounts: Deposit Account Agreement and Disclosure

INTRODUCTION. In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as "you" and "your." The Financial Institution is referred to as "we", "our", and "us." This Deposit Account Agreement contains the terms and conditions governing your deposit accounts with Academy Bank, N.A. As used in this document, the term "Agreement" means this document, the signature card, a Rate and Fee Schedule (the "Schedule"), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the Signature Card for a deposit 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, in 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.

Applicable laws and regulations require us to give certain disclosures to certain types of customers. If we were not required to give you certain disclosures when you set up your Account, even though we may have done so, you understand and agree that you will not be able to take advantage of the rights or protections granted by such laws or regulations. You will, of course, receive the rights to which you are entitled under applicable laws and regulations.

DEPOSIT ACCOUNTS. From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts you may receive Rate and Fee Schedule information for each Account, but this Agreement will cover all your Accounts with us. 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 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 at trial and on any appeal. If you have enrolled for our online banking service and have agreed to receive email notifications, we will provide you with a notice on the first business day that your account becomes overdrawn. This notification will be posted with other notices that you may retrieve after signing into online banking. An email or text message advising you that the notification is available to be viewed will be provided to the email address or cell phone number that you have provided.

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 ("Interest Rate"). 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. **(f) Changes.** We have the right to change the rates and fees in accordance with the terms of the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion.

FEES AND CHARGES. Subject to applicable law, you agree to pay us, or have deducted 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. You agree that the fees and charges may change. We will notify you of the changes, to the extent required by law.

OVERDRAFT MITIGATION. Excessive overdrafts should be avoided. They are expensive, may lead to administrative suspension of your account, and may damage your credit. 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 **free** services: online banking, mobile banking, Customer Care Center, or the 24/7/365 Automated Account Information Line, 1-877-712-BANK (1-877-712-2265). (2) Sign up for e.Alerts to receive an email or text message when your account balance is running low. (3) If you have a savings account, set up automatic transfers from savings into your checking account in the event that you have an overdraft. (4) Apply for a line of credit that would automatically cover an overdraft. (5) Visit our web site to learn more about managing your account. We offer a variety of financial education tools. (6) Contact us if you need assistance.

POSTING ORDER. We will post deposits and other credits to your account before checks/debits/withdrawals. All are posted smallest dollar value to largest dollar value within the following categories: (1) Deposits, other credits including the credit side of transfers between accounts with us; (2) Returned deposited items; (3) Outbound wire transfers; (4) Stop Payment fees or NSF/overdraft fees from prior day items; (5) Deposit Corrections; (6) Safe Deposit Box Rent; (7) Automatic Loan Payments to us; (8) Checks cashed by our tellers; (9) ATM withdrawals and Debit Card purchases; (10) Transfers between your accounts with us including online transfers or online payments made to your loan with us; (11) ACH debits; (12) Checks not included in #8; (13) Other service charges including loan application fees, NSF fees, etc.

Transaction Posting Example

Assumes the following transactions were received today for processing:

Check # 320 in the amount of \$75.00
ATM withdrawal in the amount of \$100.00
Debit card purchase at Starbucks for \$8.95
ACH debit from Insurance company for \$49.95

ACH debit from insurance company for \$49.95
Transfer from Savings for \$30.00 through Online Banking

| | |
|---|------------|
| Beginning Balance | \$175.00 |
| Transfer from Savings account for \$30.00 (1) | +\$30.00 |
| Debit Card purchase at Starbucks (9) | -\$8.95 |
| ATM withdrawal (9) | -\$100.00 |
| ACH debit from Insurance (11) | -\$49.95 |
| Check #320 (12) | -\$75.00 |
| End of Day Balance is Overdrawn | -\$28.90** |
| **NSF/Overdraft fee of \$25.00 each time an item is presented for payment; maximum charge of \$125.00 per day. | -\$28.90** |

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 payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. We reserve the 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.** If we offer direct deposit services for automatic pre-authorized deposits to your Account or automatic transfers from your other accounts with us, you must notify us at least thirty (30) days prior to the next scheduled direct deposit or pre-authorized transfer if you wish to cancel the direct deposit or 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 disclosure provided to you reflects our policies relating to the availability of deposited funds. **(e) Substitute checks (IRDs)** not printed by us, will not be accepted for deposit without prior separate agreement. **(f) International transactions.** As the result of time zones and other circumstances, international transactions 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 fluctuate 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 presentation 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.

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 the Agreement, or in the Schedule, than through or by applicable law. We will require that checks purchased or printed from sources other than the Bank will contain security features that will prevent the check from being counterfeited. The minimum features acceptable 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 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.** We do not have to allow you to make a withdrawal from your Account if you do not have sufficient available funds in the Account to cover the full amount of the withdrawal. 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. Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. Checks, in-person withdrawals, ATM withdrawals or other electronic withdrawals as applicable, drawn on your Account against insufficient available funds may be subject to a service charge. You agree to pay us, or have deducted from your account, service charges assessed against your Account. Any service charge assessed against to your Account shall be subject to the provisions of these Account Terms and Conditions, 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. **(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, Platinum Checking, Classic, 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

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 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. **(g) Two Signatures Required.** If you request that more than one person sign items which are to be charged to your account and we grant such request (in our sole discretion), will use our best efforts to deny payment of any item that does not bear the proper number of valid, authorized signatures. You agree that you will use your best efforts to assure that no item is issued bearing less than the proper number of valid, authorized signatures. If upon investigation (with which you agree to cooperate) we conclude that you did not use your best efforts to assure that an item was issued with the proper number of valid, authorized signatures we may refuse to reimburse you for your loss on such item. In any event, we will not be liable for failing to deny payment of an item bearing less than the specified number of signatures if you do not notify us per the first grammatical paragraph of the "ACCOUNT STATEMENTS" SECTION. You may close your account with us at anytime by notifying us.

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

ADMINISTRATIVE SUSPENSION OF CERTAIN ACCOUNT PRIVILEGES

Should your account maintain a persistent negative balance, Bank reserves 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 Bank 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, including any deposit by electronic means from any source including government sources, while it is administratively suspended will be accepted by Bank. Such deposit(s) will be deemed by Bank 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 remain on deposit in your account and will be available on the terms and conditions then applicable to such account. In the event any deposit is made, Bank will provide a paper statement for the period in which the deposit is made to the most recent address associated with the account and will continue to provide such paper statements (or an electronic statement to the email address you have provided if you have elected electronic communications) until the account is otherwise closed by you or again administratively suspended. As used in this section a Persistent Negative Balance shall mean a negative balance of any amount which has existed for no less than 55 consecutive days.

SAVINGS ACCOUNTS. If your account is an interest bearing account and is not a "NOW" account or time deposit, the following terms may apply (a) Money Market Accounts. If your Account is a **(a) Money Market Accounts.**, federal law requires that an Account Holder may make no more than six (6) pre-authorized transfers during any one (1) calendar month or statement cycle. 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 or Telebank or Internet banking transfers, or other instrument payable to a third party. (2) Transfers made by your telephone authorization to a third party. (3) Transfers made pursuant to a pre-authorized or automatic transfer. **(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 or statement cycle (or similar period of at least four (4) weeks.) Pre-authorized withdrawals or transfers include: (1) Withdrawals made by your telephone authorization or Telebank or Internet banking transfers. (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 closure by us. In addition to the above pre-authorized transfers, you may make unlimited withdrawals (payment directly to you or transfers of funds from your Account to any of your other deposit accounts or loan accounts with us), 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, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted the penalty provided in the Schedule will apply. **(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 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 (Simplifier); (3) Disability of the IRA holder under the requirements of IRC Sec 72(t); (4) Withdrawals paid directly to the beneficiary of a deceased IRA holder.

If your account is a checking account, it may consist of a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month or statement cycle, any funds in the savings sub-accounts will be transferred back to the checking sub-account. If your account earns interest, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing other savings accounts. This process will not affect your available balance, the interest you may earn, or FDIC insurance protection or your monthly statement. This is simply an accounting treatment of deposits by the bank and has no effect on your account.

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 to 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 it. 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. 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 debit 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 estate of the last Account Holder.

ADDITIONAL ACCOUNTS TYPES. This section applies to other deposit account types:

(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 the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minor Act or the Uniform Gifts to Minors Act, your rights and duties are governed by 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 individuals who sign the signature card to act on behalf of the Account holder. **Two Signatures Required.** If you request that more than one person sign items which are to be charged to your account and we grant such request (in our sole discretion), we will use our best efforts to deny payment of any item that does not bear the proper number of valid, authorized signatures. You agree that you will use your best efforts to assure that no item is issued bearing less than the proper number of valid, authorized signatures. If upon investigation (with which you agree to cooperate) we reasonably conclude that you did not use your best efforts to assure that an item was issued with the proper number of valid, authorized signatures, we may refuse to reimburse you for your loss on such item. In any event, we will not be liable for failing to deny payment of an item bearing less than the specified number of signatures if you do not notify us per the first grammatical paragraph of the "ACCOUNT STATEMENTS" SECTION.

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

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff against any and all of your Accounts without

RIGHT OF SETOFF. 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 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; or any kind of error or discrepancy) unless you notify us in writing within 30 calendar days after your Account statement is made available to you. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within thirty (30) calendar days; sixty (60) days if the transaction is electronic, see our Electronic Funds Transfer Agreement and Disclosure. If we safekeep your checks, you understand that your original checks will not be returned to you within your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors. Whether we provide your original checks and deposits or images (photos) of those items, it 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, and (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.

International Transactions. As the result of time zones and other circumstances, international transactions 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. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address 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.

ACCOUNT TERMINATION. We may terminate 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. You may terminate your Account by notifying us in writing. We are not responsible for payment of any check, withdrawal, or other item once your Account is terminated.

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 in which we are located. 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.

RESOLUTION OF DISPUTES. As used in this Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to your Account or these Account Terms and Conditions, including the validity, enforceability or scope of this Section or the Account Terms and Conditions. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced.

If you or we request, any Claim will be determined by arbitration.

We agree not to elect to use arbitration under this Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

ARBITRATION. Since these Account Terms and Conditions touch and concern interstate commerce, an arbitration under this Agreement will be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in these Account Terms and Conditions. The arbitration, including selection of an arbitrator and the scope of discovery, will be conducted in accordance with the then-current rules for arbitration of financial services disputes of the American Arbitration Association ("AAA"). You may write to AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org to obtain rules and forms to initiate arbitration. The arbitrator(s) will follow the law and will give effect to statutes of limitation in determining any claim.

Any controversy concerning whether an issue is arbitrable will be determined by the arbitrator(s). The award of the arbitrator(s) will be in writing and include a statement of reasons for the award. The award will be final. Judgement upon the award may be entered in any court having jurisdiction, and no challenge to entry of judgement upon the award will be entertained except as provided by Section 10 of the United States Arbitration Act or upon a finding of manifest injustice.

INDIVIDUAL BASIS. If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated only on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on a basis involving Claims brought in a purported representative capacity on behalf of the general public, other account holders or other persons covered by these Accounts Terms and Conditions or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT, AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING.

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.

JURISDICTION AND VENUE. Any arbitration regarding these Account Terms and Conditions or your account must be brought in Missouri, and you submit to the personal jurisdiction of that state.

SURVIVAL OF PROVISION / SEVERABILITY. This Provision shall survive closing of your account by you or by us. If any portion of this Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Account Terms and Conditions.

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, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. 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.

The terms of this Agreement shall govern if there are differences between it and the Agreement you receive when you set up your Account. If there are differences between the other disclosures contained in this document and the disclosures you receive when you set up an Account, the disclosures given to you at that time shall govern.

FUNDS AVAILABILITY POLICY DISCLOSURE

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 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

please, you may receive in the delay, availability, or absence thereof, and the next business day, as discussed below in this 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 branch location. 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 policy applies to transaction accounts. Deposits made to non-transaction accounts are subject to holds at our discretion. Our transaction accounts include the Freedom Checking, Platinum Checking, Classic Checking, Student Checking, Commercial Checking, Small Business Checking, and Business Platinum Checking. Our non-transaction accounts include Personal Money-Market, Savings, Student Savings, Commercial MMDA and Time Deposit (CD) accounts.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicant or any authorized user(s). The words "we", "us", and "our" means the Financial Institution.

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 to (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 POS (point of sale) terminals.

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 \$1.50 charge for each ATM withdrawal, balance inquiry or transfer at machines we do not own.
- 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.

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

statements furnished on your card and each other's names so we may distinguish from time to time. In the present, you may use your card to:

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 or NOW account through POS (point of sale) terminals.
- Make purchases from your checking, NOW, or Money Market account at merchants who accept VISA cards.

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 .

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 \$1.50 charge for each ATM withdrawal, balance inquiry, or transfer at machines we do not own.
- There is a \$2.50 fee for ATM withdrawals outside the United States.
- There is a \$0.50 charge for denied transactions at ATMs we do not own.

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, segregate 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 one-time 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 branch location or by calling toll-free 1-877-712-BANK (1-877-712-2265).

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.

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your ATM or Visa debit card or PIN has been lost or stolen. If you tell us within two (2) business days (4 days if your account was opened in Kansas) 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 (4 days if your account was opened in Kansas) after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00 (\$300.00 if your account was opened in Kansas). VISA rules limit your liability if you report a lost or stolen VISA debit card. These limitations do not apply if you are grossly negligent, for instance, by writing your PIN on the card. Also, if your statement shows any transfer that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after sixty (60) days if we can prove that we could have stopped someone from making the unauthorized transfers if you had told us in time. If you believe that your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address set forth below. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call; 1-888-929-2265 or write: Card Management Dept., PO Box 26458, Kansas City, MO 64196-6458.

In case of Errors or Questions About Your Electronic Transfers Telephone us at 1-877-712-BANK (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.

Business days. Our regular business days are Monday through Friday. Holidays are not included.

Right to Documentation.

Periodic Statement. You will get a monthly account statement from us unless there are no transactions in a particular month. You will receive 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 received 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.

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 not 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.

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

- As necessary to complete transfers;
- 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;
- 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.

FUNDS TRANSFERS

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.

Fees and Charges:

- We do not charge for any pre-authorized EFTs.
- We will charge \$30.00 for each stop-payment order.

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. If you tell us within two (2) business days (4 days if your account was opened in Kansas) 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 (4 days if your account was opened in Kansas) after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00 (300.00 if your account was opened in Kansas). VISA rules limit your liability if you report a lost or stolen VISA debit card. These limitations do not apply if you are grossly negligent, for instance, by writing your PIN on the card.

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

If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 1-877-712-BANK (1-877-712-2265) or write:

Card Management Dept.
P.O. Box 26458
Kansas City, MO 64126-0458

Business Days. Our regular business days are Monday through Friday. Holidays are not included.

Right to Documentation.

Periodic Statement. You will get a monthly account statement from us unless there are no transactions in a particular month. You will receive 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 received 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-BANK (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. Call us at **1-877-712-BANK (1-877-712-2265) and press 0** to speak to a Customer Service Representative, Monday - Friday: 8:00 a.m. - 7:00 p.m. CT, Saturdays: 9:00 a.m. - 5:00 p.m. CT., 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.

For ATM transactions, we are required by law to recredit your account within 10 days if we have not been able to complete our investigation. We will complete our investigation and advise you of the result or recredit your account within 20 days if your account has been open 30 days or less. For point of sale transactions using your VISA debit card, VISA Operating Rules require us to recredit your account within 5 days if we have not been able to complete our investigation. If we credit your account for the amount in question, we reserve the right to reverse the credit should we determine after completion of our investigation that no error occurred. You will have complete use of any provisionally credited funds. Furthermore, should we determine that no error has occurred, you will be notified of the date and the amount of any debit we make to reverse the provisional credit. We will honor checks, drafts or similar paper instruments payable to third parties and preauthorized transfers from your account for 5 business days after transmittal of such reversal notice. If we determine that an error did occur, you will be notified that the provisional credit has been made final. In either event, we will complete our investigation within 45 days if the transaction in question occurred at an ATM or within 90 days for a point of sale (VISA debit card) transaction or an ATM transaction that was not initiated in the United States.

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

- As necessary to complete transfers;
- 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;
- 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 cancelled 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.

Pre-Authorized Electronic Fund Transfers

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 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 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 our Funds Availability Policy 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 24, 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.
- Receive a fax copy of the current statement.
- 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.
- Check current deposit and loan rates.

Although there is no charge for using Telebank 24, 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 24 transfer used to make a payment on your loan with us.

Rev. 9/2013

| 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: <ul style="list-style-type: none"> • 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? |
|---|--------------------------|-----------------------------|
| For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes - to offer our products and services to you | Yes | No |
| For joint marketing with other financial companies | Yes | No |
| For our affiliates' everyday business purposes - information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes - information about your creditworthiness | Yes | Yes |
| For our affiliates to market to you | Yes | Yes |

| | | |
|--|----|----------------|
| For non-affiliates to market to you | No | We Don't Share |
|--|----|----------------|

| | |
|-----------------------------|---|
| To limit our sharing | <p>Call 1-877-712-BANK (1-877-712-2265) and speak to a customer care representative.</p> <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p> |
| Questions? | Call 1-877-712-BANK (1-877-712-2265) or go to https://www.academybankco.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? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Open an account or deposit money • Pay your bills or apply for a loan • Use your Credit or Debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • 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 <p>State laws and individual companies may give you additional rights to limit sharing.</p> |
| What happens when I limit sharing for an account I hold jointly with someone else? | Your choices will apply to everyone on your account. |

| DEFINITIONS | |
|------------------------|---|
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include Dickinson Financial Corporation, Academy Bank, a division of Armed Forces Bank, Armed Forces Bank, Armed Forces Bank of California, Southern Commerce Bank, and SunBank.</i> |
| Nonaffiliates | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Academy Bank does not share with nonaffiliates so they can market to you.</i> |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include Insurance companies</i> |

Questions concerning the privacy of your information should be directed to:

Academy Bank
P.O. Box 3400
Leavenworth, KS 66048
Phone: 1-877-712-BANK (1-877-712-2265)
E-mail: privacy@academybankco.com

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

Other Account Fees

The following fees apply to all Checking, Money Market, and Savings Accounts:

| | |
|--|--|
| Account closing within 90 days of opening | \$20.00 |
| ATM Card Replacement | \$15.00 |
| ATM Transaction Denied | \$0.50 at an ATM that we do not own |
| ATM Withdrawal, Transfer, or Inquiry Fee | \$1.50 at an ATM that we do not own \$2.50 at an ATM outside of the United States |
| Balance Maintenance Transfer | \$7.00 per transfer |
| Cashiers Check | |
| Customer | \$5.00 |
| Non-customer | \$10.00 |
| Charge Back of Deposited item | \$5.00 |
| Check Cashing for Non-Customers | 3% minimum |
| Collection Item-Incoming | \$20.00 |
| Collection Item-Outgoing | \$20.00 |
| Collection Item-Foreign | \$20.00 plus exchange |
| Counter Checks | \$1.00 |
| Excessive Reject Fee | \$1 per item |
| Fee for Printed Checks | Prices vary depending on style |
| Foreign Currency Drafts | Cost plus \$5.00 |
| Garnishment & Levy Processing | \$100.00 |
| Inactivity Fee (Money Market & Savings Accounts excluded) | \$5.00 per month after 6 months of no activity. Fee increased to \$25.00 per month after 5 years of no activity. \$75.00 fee to remit the balance as Unclaimed Property. |
| Money Order | \$2.00 |
| Notary Fee | \$10.00 or state fee |
| Overdraft Fee or Returned Item Fee (Applies to checks, in-person withdrawals, ATM withdrawals, or transaction by other electronic means that result in either an overdraft or are returned because the item would create an overdraft if paid) | \$25.00 per item, Maximum charge \$125.00 per day |
| Overdraft Protection Transfer | \$7.00 per daily transfer |
| 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 |
| Secured Credit Card Line Increase | \$5.00 |
| 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 | \$15.00 |
| Western Union - In | Cost varies by transaction |
| Western Union - Out | Cost varies by transaction |
| Wire Transfer - Incoming | \$10.00 for customer; \$25.00 for non-customers |
| Wire Transfer - Outgoing | \$20.00 customer; \$25.00 for non-customers |

The following fees apply to Commercial accounts in addition to those previously listed.

Audit Confirmations \$20.00

ACH debit block \$25.00 per month

ACH origination services \$35.00 per month plus \$0.10 per item

Balance Maintenance Transfer \$7.00 per transfer

Bill Pay

Small Business 10 free payments per month, each additional payment \$0.10

Commercial Business \$10.00 per month

Cash and coin services

Cash In 0.12%

Cash Out 0.12%

Correction file handling-per file \$25.00

Correction file handling-per item \$5.00

Duplicate advice on return items \$2.00

e.business Banking - standard package \$15.00 per month

e.business Banking - deluxe package \$25.00

Hold Statements \$15.00 per month

Monthly maintenance for multiple signature accounts \$10.00

Monthly sweep fee \$100.00

Stop payment \$30.00

Stop payment - initiated via e.business \$20.00

VISA Business Debit Card Replacement Fee \$15.00

Wire transfer advice - phone \$5.00

Wire transfer - incoming with no special handling \$10.00

Wire transfer - outgoing \$20.00

Wire transfer - outgoing initiated via e.business \$17.00

Wire transfer-outgoing international \$50.00

Zero balance account maintenance fee \$25.00

eCommunications Disclosure

As a part of your online account opening certain laws require us to provide a specific amount of information to you, which you have the right to receive on paper. Academy Bank may provide such information if we first present this disclosure and obtain your consent to receive electronic notices. If you wish not to provide consent you may visit any Academy Bank location to open an account in person.

Your consent to receive account information electronically covers all legal documents, contained within the link "Account Terms and Conditions", and other communications regarding the online account opening or any resulting account. Additionally, your consent will apply to subsequent disclosures and other information Academy Bank provides from time to time. These include (without limitation) change-in-term notices, periodic electronic statements, copies of your consent for pre-authorized transfers from your account, notices about variances in the amount of pre-authorized transfers, notices about current regulations some of which may require further action, privacy notices, and conclusions regarding errors you report (collectively, eCommunications).

Email Addresses

Electronic communications will be sent to email addresses provided by any account owner (single and joint accounts) during the online account opening process. An account owner agrees to share all notices with any joint owners of an account. If an email is returned as undeliverable, Academy Bank, may use any other email addresses on file for all account owners to communicate information electronically. We also reserve the right to use postal addresses as means of correspondence. You must notify us of any change in email address by updating information through our online banking, contacting our Call Center, visiting an Academy Bank branch or sending written correspondence. Unless otherwise required by law, you agree that any electronic communications will be deemed received by you when sent by any means set forth above.

Withdrawal of Consent

You may withdraw your consent to receive electronic communication by contacting our Call Center, visiting an Academy Bank branch or sending written correspondence. Withdrawal by any account owner will be effective for all account owners on the account. Your consent will remain effective throughout this transaction, but may be terminated by stopping the opening process or closing any resulting account. Withdrawal will not apply to actions already taken or initiated in reliance on your consent. A fee is not assessed for withdrawal of consent.

Copies

Copies of the documents set forth in the online account opening process may be obtained by using the PRINT button or electronically saving a Portable Document Format (PDF) copy. Review and print all documents prior to final submission, as after submission they are not stored location accessible to you. Free paper copies of these documents may be obtained by contacting our Call Center, visiting an Academy Bank location or sending written correspondence.

System Requirements

To access and retain properly electronic communications the following hardware and software, collectively "System Requirements" are required:

- A personal computer (PC) or Macintosh (to include a monitor) capable of accessing the Internet and sending and receiving email and a printer capable of printing copies of website information for your records, should paper records be desired.
- Internet access
- A computer hard drive capable of storing data, should electronic records be desired.

Our minimum requirement for Internet Banking is the 128-bit encryption that comes with any of the browsers in the following table. If you use any other browser you will not be able to access our Internet Banking. If you use Web TV, you may not be able to access Internet banking if Web TV has not performed a current security certificate update. Please contact Web TV for details.

APPROVED BROWSERS

| Windows 98, NT, 2000, ME, XP, Vista, 7 | | |
|---|---|-----------------------------|
|  | Internet Explorer version 6.0 or higher | Download |
|  | Mozilla Firefox version 1.0 or higher | Download |
|  | Opera version 7.54 or higher | Download |
|  | Flock | Download |
|  | WebTV | Information |
| Mac OS X | | |
|  | Internet Explorer | Download |
|  | Mozilla Firefox version 1.0 or higher | Download |
|  | Apple Safari version 1.0 or higher | Download |
|  | Mozilla Camino version 0.8.1 or higher | Download |
|  | Opera version 7.54 or higher | Download |
|  | Flock | Download |

Internet Banking Authentication

You will also need to have Adobe's free Flash Player installed for Internet Banking security authentication for all browsers. [Download Adobe Flash Player for your browser.](#)

Links will open in a new browser window.

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