

Card Control Terms and Conditions

Please carefully read the following terms and conditions (the “terms and conditions”) before agreeing to participate in the card control service (the "service"). This is a legal agreement between you and Academy Bank (referred to herein as "the Bank", "us", "we" or "our") stating the terms and conditions that govern your use of the Service. These Terms and Conditions, together with our Deposit Account Agreement and the other agreements and disclosures referenced in those documents, collectively constitute the "Agreement" between you and the Bank with respect to this Service. By using this Service, you agree that the Service is provided subject to the terms of the Agreement. If you do not agree to the terms of the Agreement, do not use the Service. You must accept and abide by these Terms and Conditions as presented to you -- changes, additions, or deletions are not acceptable, and we may refuse access to the Service if you fail to comply with any part of this Agreement.

Capitalized terms in these Terms and Conditions have the meaning as set forth in the Deposit Account Agreement and other agreements we have provided to you.

You agree that these Terms and Conditions and the Agreement as it pertains to the Service are the complete and exclusive statement of the Agreement between you and the Bank with respect to the subject matter covered herein, sets forth the entire understanding between the Bank and you with respect to the Service, and supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of these Terms and Conditions. Any terms which by their nature should survive, will survive the termination of these Terms and Conditions. If there is a conflict between these Terms and Conditions and other terms in the Agreement, then, with respect to the Service, these Terms and Conditions shall prevail. If there is a conflict between these Terms and Conditions or the Agreement, on the one hand, and something stated by an employee or contractor of ours (including but not limited to its customer care personnel) on the other, the terms of these Terms and Conditions and of the Agreement will prevail.

Service

The Service is designed to allow you to disable your debit card temporarily or permanently in the event it is misplaced, lost, or stolen. The Service may also be used to send transaction alerts via SMS (text message), email or push notifications about various transactions, adjust your purchase or withdrawal limits to make a one-time purchase, notify us of travel, and activate a new card that you have been provided. The Service is accessible from our Digital Banking platforms including our Online Banking and Mobile App. It is not intended as a method for stopping payment on transactions that were previously authorized by you or of future pre-authorized debit card transactions with merchants nor does it allow you to cancel transactions you previously completed at ATM machines. Should you wish to discontinue authorized or pre-authorized recurring debit card transactions, please contact the merchant that you authorized to debit your account on a recurring basis. If you wish to no longer have access to ATM machines with your debit card, log into Digital Banking and send us a secure message. Debit Card Controls settings may not carry over to any replacement debit cards you receive, such as for lost, stolen, or damaged card replacements.

Fees

We do not charge for use of the Service. However, in order to receive Transaction Alerts via SMS (text message) you must (i) have a SMS capable mobile device that is registered on a carrier network and (ii) be enrolled in a data plan that includes SMS capabilities. You acknowledge and agree that standard data plan rates and text messaging rates apply for each text message sent from and received by your mobile device as determined by your wireless service carrier. You are solely responsible for such charges and any other charges from your wireless service carrier. You should contact your wireless service carrier for complete pricing details.

Transaction Alerts

The alerts and controls you set through use of the Service may continue to apply, even if you delete the Mobile App or discontinue logging into Online Banking. The actual time between a transaction made with your Card that triggers a Transaction Alert and the time you receive such Transaction Alert is dependent upon your wireless carrier's service and coverage within the area in which you are physically located at that time. Your receipt of Transaction Alerts may not be available in all areas.

You may terminate alerts and controls at any time by accessing the card alerts page through online or mobile banking and disabling the alerts you no longer want to receive.

The transaction alerts that are provided to you through this service do not amend, supplement, change or replace any other notice or information that you may receive in connection with your debit card account, including, but not limited to, any information provided to you on your periodic statement. You should continue to review and monitor that notice, information, as well as your periodic statement as and when provided/received. You are responsible for monitoring your account activity, whether electronically or by checking your statements. Use of the service does not override your responsibility to report unauthorized transactions in a timely manner as described in the electronic funds transfer notice. We assume no responsibility for failure of the service to work in the expected manner.

Eligibility

The Service is only available to Clients who have a debit card issued by us that is in good standing and eligible for the Service, and who qualify for and use our Digital Banking services. You must adhere to the terms and conditions outlined in the various disclosures and agreements which make up the Agreement.

Amendment

We may amend these Terms and Conditions at any time. You will generally be provided advance notice of any change, provided that if the change is favorable for you, we may make the change at any time without prior notification. If you do not agree with the change, you should immediately discontinue using the Service. If you continue using the Service, your continued use will constitute your acceptance of the changes to the Agreement. In some circumstances, you may be required to affirmatively accept the revised Agreement in order to continue using the Service or the App. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in a revision. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render prior versions obsolete. Consequently, we reserve the right to terminate these Terms

and Conditions as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

Availability of Service

The service and related documentation are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. In particular, we do not guarantee continuous, uninterrupted, or secure access to any part of the service, and operation of the service may be interfered with by numerous factors outside of our control. Some states do not allow the disclaimer of certain implied warranties, so the foregoing disclaimers may not apply to you to the extent they are prohibited by state law.

Termination

That said, we reserve the right to terminate your participation in the Service at any time and for any reason. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities or have otherwise breached your obligations described in these Terms and Conditions, or more generally in the Agreement, we may: terminate, suspend or limit your access to or use of the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide the Service to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate the Agreement as it pertains to the Service, and access to or use of the Service for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to use under the Agreement, by law or otherwise.

You may terminate alerts and controls at any time by accessing the card alerts page through online or mobile banking and disabling the alerts you no longer want to receive.

Data

By using the Service, you acknowledge and accept that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Service. We may use this information to improve its products or to provide services or technologies to you. You also understand that full use of this Service requires you to have an account with us and that personally identifiable information may be collected by us in conjunction with your transactions, consistent with federal law and our privacy policy.

Governing Law

The Agreement and these Terms and Conditions shall be governed by the law of the State of Missouri.

Limitation of Liability

You acknowledge and agree that from time to time, the service may be delayed, interrupted or disrupted for an indeterminate amount of time due to circumstances beyond our reasonable control, including but not limited to any interruption, disruption or failure in the provision of the service, whether caused by

strikes, power failures, equipment malfunctions, internet disruption or other reasons. In no event shall we or our affiliates or licensors or contractors or the employees or contractors of any of these, be liable for any claim arising from or related to the service that is caused by or arises out of any such delay, interruption, disruption or similar failure. In no event shall we or our affiliates or licensors or contractors or the employees or contractors of any of these, be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or loss of goodwill or lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the service, or the websites through which the service offered, even if such damages were reasonably foreseeable and notice was given regarding them.

Enforceability

We may waive enforcement of any provision of the Agreement. No waiver of a breach by you of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction nor shall it be considered a modification of the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Indemnity

You agree to indemnify and hold us harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service in violation or breach of this Agreement and/or any breach of your representations and warranties set forth herein.

Notices to You

Subject to any applicable limitations stated in the Agreement, you agree that we may provide notices to you by posting it on our website, by sending you a message within the Service or through our Digital Banking platforms such as Online Banking or Mobile App.

Contact Us

If you have any questions about the Service, please review our FAQs or log into Digital Banking to send us a secure message.