

MARKETPLACE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS GOVERN YOUR USE OF THE MARKETPLACE PLATFORM OF PRODUCTS

PLEASE READ CAREFULLY

INTRODUCTION

Academy Bank, N.A. (the “Bank” or “we”, “us”, or “our”) is pleased to offer you access to, and use of, our marketplace platform of products (the “Marketplace”) which contains products and services (the “Products”) made available by third parties (“Providers”). In these Terms and Conditions “you” means by you in your individual capacity and the company on whose behalf you are entering this Agreement (the “Company”). “Account” as used herein means the current business account with the Bank.

These Terms and Conditions (together with any other documents referenced herein, the “Agreement”) contain the Terms and Conditions governing your use of the Marketplace, the Products, and any other information made available through the Marketplace (the “Content”).

By accessing the Marketplace and using the Products you are accepting these Terms and Conditions. If you do not accept these Terms and Conditions, you should not access the Marketplace and you should make arrangements to terminate your access. We may update these Terms and Conditions from time to time and will notify you of such changes, if required by law. If you continue to use the Marketplace following notification of any changes then you are accepting such changes regardless of whether you acknowledge receipt of or have read the updated Terms and Conditions.

TERMS AND CONDITIONS

1) Responsibility for the Products.

- a) You understand and accept the following:
 - i) Providers are independent of and not in any way connected to the Bank;
 - ii) Providers are solely responsible for their respective Products and may have separate terms which apply to your use of such Products. It is your responsibility to review those separate terms to ensure that you agree to them.
 - iii) Your use of any Products is at your own risk and that the Bank will limit its liability to you in this Agreement in respect to your use of such Products.
- b) Nothing contained within the Content, or the Products should be viewed or construed as either:
 - i) Advice, recommendations, or endorsements, of any particular business activity or transaction; or
 - ii) Representations, warranties, or guarantees that the Products are appropriate for your particular use.
- c) You should obtain independent professional advice about any Products you wish to use, to download, or with which you choose to interact.

2) Things you must not do.

- a) You agree that you will not:
 - i) Access or use the Marketplace, Products, or Content for any personal commercial gain or business purposes other than those directly related to your ongoing business operations;

- ii) Do anything that negatively affects the security or integrity of the Marketplace or that causes (or may cause) harm, damage, or interruptions in service to other Marketplace users;
- iii) Gather, extract, download, reproduce, display and/or advertise on any website, other online or off-line service or otherwise, any Content;
- iv) Copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any part of the Marketplace or Content other than permitted by your License (as defined below);
- v) Reverse engineer, disassemble, reverse compile, or otherwise reduce to human-perceivable form all or any part of the Marketplace;
- vi) Access the Marketplace or use the Content in order to build a product or service which competes with the Bank's products, services, any of the Marketplace Products or the Marketplace itself without express, prior, written consent;
- vii) License, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit the Marketplace or Content, or otherwise make the Marketplace or Content available to any third party; or
- viii) Provide any feedback, software code, documentation or other material to the Bank to use or to publish, that is not yours or that you do not have permission to provide.

3) Disclaimer of Warranties.

- a) We give no representations, warranties or guarantees, whether express or implied, that:
 - i) The Marketplace, Products, or Content will be free from errors or omissions. These are provided "as is" and "as available" and you use these at your own risk;
 - ii) The Content is accurate, complete, or up to date; or
 - iii) The Marketplace, Products, or Content will be secure or free from bugs or viruses.
- b) You are responsible for configuring your information technology, computer programs, and platform to access the Marketplace, the Products, and Content.

4) Liability.

- a) Except for circumstances where our liability is limited under applicable law, we will be liable to you if we do not comply with our obligations under this Agreement.
- b) Nothing in this Agreement shall be read as an attempt to limit our liability for death or personal injury as a result of our negligence.
- c) We are NOT liable for any other matters including the following:
 - i) Business losses (including loss of profit, loss of business, business interruption, or loss of business opportunity);
 - ii) Losses if you are unable to access the Marketplace, the Products, and/or Content;
 - iii) Failure to access the Marketplace, Products, or Content based on the failure of your access device;
 - iv) Any loss or damage arising out of material, web-links, opinions, or any other information made available by third parties, including Providers, to you via the Marketplace;
 - v) Any loss or damage arising out of your use of, or your inability to use, the Marketplace, Products, and/or Content;
 - vi) Losses or costs caused by abnormal or unforeseeable circumstances outside our reasonable control and our efforts to the contrary (e.g. failures caused by industrial action, problems with another system or network, third party viruses, malware, or ransomware attacks);

- vii) Losses due to your own negligence or careless conduct, or due to your fraudulent activity, or where you have first caused a breach of this Agreement;
 - viii) Any consequential or similar types of losses from timing delays where we must comply with the law.
 - d) The Marketplace, Products, and/or Content may contain links to other sites or resources provided by third parties. These links are provided for your information only. We have no control over the contents of those sites or resources. We assume no responsibility or liability for the content of websites linked on the Marketplace. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that you may sustain by using the link and the websites to which you are re-directed.
- 5) **Intellectual Property.**
- a) We grant you (to the extent we are able, it being acknowledged there may be open source or third-party software) a non-exclusive, non-sublicensable, non-assignable, and revocable license for the term of this Agreement, to access the Marketplace and to view the Products and Content (the "License").
 - b) You accept that the Marketplace, Products, and Content are all protected by copyright, trademark, and other intellectual property rights owned by us or licensed to us. Except as allowed under your License, you may not use, copy or distribute any of the Marketplace, Products, or Content for any purpose without our express, written permission and no other rights, title, or interest are granted to you under this Agreement.
 - c) You agree that you will automatically grant us a non-exclusive, perpetual, irrevocable, royalty-free and sub-licensable license to all intellectual property rights that you make publicly available to us, including through our websites, the Marketplace or on any other application, platform, or open-source repository, including the following:
 - i) Any of your feedback on, or in connection with, the Marketplace, the Products, Providers, and/or the Content; and
 - ii) Improvements (including ideas for improvements and software code, documentation or other material documenting improvements) to the Marketplace;
- 6) **Access.**
- a) We may, from time to time, amend the Marketplace, Products, and/or Content, as well as your access to the same, at our sole discretion and without prior notice.
 - b) We may also suspend, withdraw, discontinue or change all or any part of the Marketplace, Products, and/or Content for any reason and without prior notice to you.
 - c) You may decide to cease use of the Marketplace, the Products, or the Content at any time.
 - d) If you stop using the Marketplace, then this Agreement will no longer apply except for the provisions under the headings "Responsibility for Products," "No Warranties," "Intellectual Property," "Liability," and "General."
- 7) **General**
- a) You may not assign, sub-license, or otherwise transfer your rights or obligations under this Agreement without our express written consent.
 - b) Our failure to enforce, or our delay in enforcing our rights and under this Agreement is not, and should not be construed as, a waiver of those same rights and remedies.

- c) Should any provision of this Agreement be found to be unenforceable by a court of competent jurisdiction then the challenged provisions shall be severed from the remainder of this Agreement which shall remain in full force and effect.
- d) This Agreement constitutes the entire agreement between you and us regarding your use of and access to the Marketplace, the Products, and the Contents, and supersedes all prior versions as well as all prior agreements, promises, assurances, warranties, representations, or contracts regarding the same subject matter.
- e) You acknowledge and agree that in accepting this Agreement you have not relied on any oral or written statements, promises, assurances, or other representations made by us or on our behalf in relation to the subject matter of this Agreement other than those expressly set forth herein.
- f) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed exclusively by and are construed exclusively in accordance with the laws of the State of Missouri. You further agree that any disputes arising out of this Agreement shall be resolved in the state and federal courts of Jackson County, Missouri.