

Business Mobile Banking Agreement

This Business Mobile Banking Agreement ("Agreement") governs your use of Academy Bank's Business Mobile Banking Service (the "Service"). The Service allows you to make deposits to your Accounts remotely by sending images of checks to us for deposit through your smart phone. By enrolling in the Service or using the Service, you agree to the terms of this Agreement. Your Accounts are also subject to the terms of the Agreements governing your Accounts relating to the Service, including the Deposit Account Agreement and the eBusiness Banking Access Agreement.

DAILY DEPOSIT LIMIT

Tier I – A \$5,000 Daily Deposit Limit will be established for clients that have been with the bank for less than 1 year.
(NOTE: Tier I clients will automatically be moved to Tier II after 1 year).

Tier II – A \$25,000 Daily Deposit Limit will be established for clients who meet one or more of the following conditions; 1) client has been open for more than 1 year 2) Client has an existing commercial loan or line of credit 3) Client has as Average Daily Balance of \$100,000 over past 90 days.

Deposits are subject to verification and are not available for immediate withdrawal. Deposit limits and restrictions apply.

A fee of \$0.50 per check deposited via Mobile Deposit will be assessed as stated in the Deposit Account Agreement.

In this Agreement, the words "we", "us" and "our" refer to Academy Bank and any agent, independent contractor or assignee Academy Bank may, in its sole discretion, involve in the delivery of the Service. The words "you" and "your" refer to each person subscribing to the Service and each person who uses the Service with the permission of the subscriber. Additional capitalized terms shall have the meaning set forth below.

DEFINITIONS

- "Agreement" means this Business Mobile Banking Agreement, as they may be amended or replaced from time to time.
- "Account(s)" mean the checking, money market, savings, or other account(s) that you access through the Service.
- "Business Days" are Monday through Friday, except legal holidays.
- "Check Image" means an electronic image of an original paper check.
- "MICR Data" means information from the Magnetic Ink Character Recognition printed on the bottom of checks which includes routing, transit, account and check numbers.
- "Regulation CC" means Regulation CC as adopted by the Federal Reserve Board, set forth at 12 C.F.R. Part 229.
- "Remotely Created Checks" mean remotely created checks as defined in Regulation CC, and include checks that, among other things, do not bear the signature of the person on whose account the check is drawn.
- "Substitute Check" means a paper document that is created from an image and meets the definition of a "substitute check" under Regulation CC.

THE SERVICE

In order to participate in the Service, you must at all times maintain an Account with us. The Service permits you to take an image of a check with your smart phone and deliver that image to us for deposit, in accordance with our requirements. You retain the original paper check after you make the deposit. If we accept a Check Image for collection, we will attempt to collect the item by presenting the Check Image or converting the Check Image to a Substitute Check, or in any other manner. The manner in which the Check Image or Substitute Check is presented for payment, cleared and collected will be determined by us, in our discretion. You agree that all Check Images you deposit through the Service will be considered "items" and "instruments" under the Uniform Commercial Code, as if they were the original paper items. We may terminate the Service or change, modify, add or remove requirements or functionality in connection with the Service at any time, without notice to you. You understand that in the event the

item you submitted for deposit is returned unpaid, you will receive only a copy of the Check Image, the Substitute Check, or other information available to us, depending on the manner of presentment.

YOUR ELIGIBILITY FOR THE SERVICE

We will determine from time to time at our discretion if you are eligible for the Service. We may impose limits from time to time on the amount or number of deposits you make through the Service and in our sole discretion, we may refuse to permit you to make deposits to a particular Account through the Service. We may suspend or terminate your use of the Service at any time and without prior notice to you. You must at all times maintain an Account with us. You may not use the Service at a location outside the United States. We reserve the right to review your use of the Service and your security practices and may require you to implement reasonable and necessary controls in order to continue to use the Service.

ITEMS ELIGIBLE FOR THE SERVICE

We may decline to accept any Check Image you submit through the Service, in our sole discretion. Only a check, (as defined in Regulation CC) payable on demand and drawn on or payable at an office of a United States bank is eligible for deposit as a Check Image through the Service. You must physically endorse each paper check and ensure that all endorsements are obtained prior to creating a Check Image for transmission to us. Your endorsement must state "For Mobile Deposit at Academy Bank. Your name and your account number." Checks received without a complete endorsement may be rejected. Examples of items that are not eligible for deposit through the Service include: checks drawn on banks located outside the U.S., travelers checks, checks payable in a currency other than U.S. currency, savings bonds, money orders, promissory notes. In addition, you may not deposit any of the following through the Service: checks payable to a person other than you (even if the check is endorsed over to you), fraudulent checks, or checks you should have known are fraudulent, stale checks (more than 6 months old), checks that have been previously deposited with us or at another financial institution, Substitute Checks, Remotely Created Checks, checks containing alterations of any kind, or any other type of item that we determine from time to time to refuse to accept through the Service. If you scan and attempt to deposit one of the items that are not eligible for deposit, we may, at our option, reject the deposit and notify you that it is rejected. In such a case, we are not required to return the image of the item that you attempted to deposit.

TECHNICAL REQUIREMENTS/ACCURACY OF IMAGES

In order to use the Service, the mobile phone you use must meet the technical requirements we specify from time to time. We have no responsibility for any technical difficulties you may have with accessing the Service, including difficulties with your phone or your mobile carrier.

You are solely responsible for accurately capturing a clear and complete image of each paper check, including MICR Data. If your Smart phone produces Check Images that we determine are not of acceptable quality, we may, at our option, reject your deposit (although we have no obligation to inspect the Check Images you submit for deposit). You are required to inspect all Check Images to ensure the legibility of the Check Image, including without limitation the dollar amount of the check, the signatures of the persons signing and endorsing the check and the MICR Data.

You are responsible for any errors as a result of your failure to follow our guidelines or requirements when submitting a Check Image for deposit. We have no liability to you for any failure to process a deposit of a Check Image for which you have not provided us (i) full and correct information from the original paper check, (ii) an accurate and legible image of the original paper check, or (iii) a Check Image in compliance with our formatting standards and other guidelines we have made available to you.

OUR RECEIPT OF CHECK IMAGES

Any transmission of a Check Image for deposit made after the cut-off time we establish from time to time will be deemed to be received by us at the opening of the next Business Day. A Check Image transmitted for deposit using the Service is received when the entire transmission in which the Check Image is contained is received and approved by us.

We are not responsible for Check Images that we do not receive for any reason, including a transmission error. A Check Image is deemed to be received by us only when we send you confirmation that we have received the Check Image. Even after we confirm receipt, the Check Image may be rejected by us for any reason, in our sole discretion.

You understand that we have no obligation to verify the accuracy or quality of any Check Image prior to processing the deposit. We may, in our discretion, reject a Check Image at any time before we submit it for collection. We have no

obligation to reject, repair, alter, amend, or re-format in any manner a Check Image that you transmit to us for deposit.

YOUR REPRESENTATIONS AND WARRANTIES

Each time you submit a Check Image to us for deposit to an Account through the Service, you are deemed to have made the same representations or warranties to us that would have applied if you had deposited the original paper check, and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, Agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a Substitute Check created from the Check Image. In addition, you make the following specific representations and warranties:

- The Check Image is a complete and accurate representation of the front and back of a check which is eligible for deposit under this Agreement, including the MICR Data.
- The original check used to create the Check Image has not been previously deposited with us or at any other financial institution, duplicated or used to create another image or electronic fund transfer.
- The Check Image satisfies our image quality standards, as we may establish them from time to time.
- All information you have provided to us is accurate and complete.
- No subsequent transferees of the Check Image, or any Substitute Check created from the Check Image (including Academy Bank, a collecting or returning bank, drawer, drawee, payee or endorser) shall sustain a loss as the result of the fact that the Check Image or Substitute Check was presented for payment or returned instead of the original paper check.
- You are a person entitled to endorse the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you and you have no knowledge of any insolvency proceeding against the drawer.
- You are acting in compliance with this Agreement, your Deposit Account Agreement and all applicable laws and regulations.

INDEMNIFICATION

With respect to your use of the Service and each Check Image that you transmit to us, in addition to any other indemnification obligations that you may have pursuant to other Agreements with us, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including without limitation, reasonable attorney's fees and court costs) (collectively, "Claims") arising directly or indirectly from or relating to your use of the Service or your breach of the representations, warranties or covenants set forth in this Agreement, including without limitation any such Claims relating to (a) any duplicate, fraudulent, altered or unauthorized check, Check Image or Substitute Check, (b) our acceptance of or creation of a Check Image or Substitute Check rather than requiring presentment of the original physical check, (c) your attempt to duplicate the presentation to us or any other depository institution of a Check Image through the presentation of the original physical check or any Check Image or Substitute Check derived from the original physical check, or (d) our inability to qualify as a holder in due course of any physical check or the Check Image of a physical check under the Uniform Commercial Code.

RETENTION OF ORIGINAL CHECK

When the Check Image you have submitted to us for electronic deposit has been credited to your account, you must mark the original check with the word "VOID MOBILE DEPOSIT MM/DD/YY" in ink which cannot be erased, and you must retain the physical check securely for period of ten (10) days. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request at any time. If you fail to produce the original check upon our request during the ten (10) day period, you authorize us to deduct the amount in question from your account, regardless of whether such deduction may cause your account to become overdrawn, and to pay any associated fees. At the expiration of the ten (10) day period, you must destroy the original paper check.

FUNDS AVAILABILITY

You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 7:00 p.m. Central time on a business day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in five (5) business days from the day of the deposit. We may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction and

experience information and other such factors that the Bank, in its sole discretion, deems relevant. If we delay availability of funds from your deposit, we will notify you by email at the email address provided through your Online Banking enrollment. You may update your phone, physical address or email address at anytime through Online Banking.

SECURITY PROCEDURES

You are solely responsible for the security of your access to the Service. You should not provide access to the Service to anyone other than an owner of the Account. You must comply with the security procedures or practices we require from time to time. You are also solely responsible for safeguarding the security and confidentiality of any information obtained through your use of the Service, for physical checks which you have imaged and for preventing errors or unauthorized access to the Service and/or your Accounts.

AVAILABILITY OF THE SERVICE

We will use reasonable efforts to make the Service available; however, the Service may be unavailable from time to time for maintenance or other reasons. If the Service is unavailable or any reason, you must make your deposits in another manner. We make no representations or warranties about the availability of the Service. In addition, we will not be liable for any inaccurate or incomplete transmissions deposits you have attempted to make through the Service which were not completely processed or posted.

MOBILE BANKING

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Academy Bank or any service provider. Our participating carriers include (but are not limited to) AT&T, Sprint, T-Mobile, U.S. Cellular, Verizon Wireless. You acknowledge that Mobile Banking is dependent upon the availability and quality of the wireless network through which you are accessing Mobile Banking and, as a result, Mobile Banking may not be accessible or have limited utility depending upon your choice of wireless network and the availability of data services provided by your mobile carrier. For example, a text message may be delayed or may fail to reach your mobile device. We cannot guarantee and are not responsible for the availability or utility of your wireless service. You may be charged fees by your mobile carrier. When you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with your service providers, including but not limited to, your mobile service provider and their agreement does not amend or replace any of our Agreements. You agree that only your mobile service provider is responsible for its products and services. You agree to resolve any problems with your provider directly without involving us.

We do not warrant that Mobile Banking will meet your requirements, operate without interruption or be error-free, and we will not be liable for any loss or damage caused by the unavailability or improper functioning of Mobile Banking, or for any actions you take in reliance on Mobile Banking, including without limitation, service interruption, inaccuracies, delays, or loss of data.

As part of our Mobile Banking service, Academy Bank offers access to your account information (to obtain balances and last transactions) over SMS, as well as the option to set up alerts based on certain activity in your accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verifications done by the user receiving an SMS message with a verification code which you will have to enter on the website. Additionally, you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered. This program will be ongoing. **Message & data rates may apply.** You may unenroll at any time.

You may choose to access the Service using an Internet-enabled mobile device. Some function(s) of the Service may not be available through the Web browser. We reserve the right to modify, delete or add services at any time. We may also limit the types and number of accounts eligible for Mobile Banking and may choose not to complete any transaction you request through Mobile Banking. For security purposes, we may also limit the type, frequency and amount of transactions we will permit using Mobile Banking and may change or impose the limits without notice to you.

Questions: You can contact us at 1-866-277-4539 or send a text message with the word "**HELP**" to **86434**. We can answer any questions you have about Mobile Banking.

To stop messages from coming to your phone, you can opt out of the program via SMS. Just send a text with the word "**STOP**" to **86434**. You will receive a confirmation text message. After that, you will not receive any future messages.

PRIVACY AND USER INFORMATION

You understand that data transmitted to mobile devices is not encrypted, meaning that others may be able to intercept transmissions of data relating to your Accounts. You agree to take precautions to protect the security and integrity of your Accounts when using Mobile Banking, including but not limited to (a) not leaving your mobile device unattended while logged into Mobile Banking; (b) logging off immediately after using Mobile Banking; (c) not providing your user name, password, or other access information to any unauthorized person. You agree that you are solely responsible for all transactions made with respect to your Accounts by any person you allow to use your mobile device, login information or other means of accessing Mobile Banking.

You acknowledge that in connection with your use of Mobile Banking, Academy Bank and its affiliates and service providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Academy Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Academy Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions, and any applicable license, but disclaims any obligation to monitor, filter, or edit any content.

RESTRICTIONS ON USE

You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Academy Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Academy Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms or bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Academy Bank or any third-party service provider involved in providing Mobile Banking, or any other third-party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third-party. You agree that you will not attempt to (a) access any software or services for which your use has not been authorized; (b) use or attempt to use a third party's account; (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

USE OF GOOGLE MAPS

You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

NO WARRANTY

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT

MAY BE OBTAINED USING THE SERVICE WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICE OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICE REGARDLESS OF THE FORM OF ACTION, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

CHANGES TO THE AGREEMENT

Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. Your continued use of the Service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically.

NOTICES

Except as otherwise provided in the Agreement, all notices required to be sent to you will be effective on the earlier of (i) when we mail them to the address you have on record with us or (ii) when they are posted by us in electronic format such that they are available for you to review with your online access. have for you in our records.

You agree that we may send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic messages sent to you and will not attempt to avoid receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you. Except as otherwise provided in this Agreement, any notice that you send to us shall be effective 5 Business Days after our actual receipt of your notice.

ASSIGNMENT

You may not assign the Agreement to any other party. We may assign the Agreement or delegate any or all of our rights and responsibilities under the Agreement to any third parties so long as such assignment or delegation by us is consistent with applicable law.

REMEDIES

No delay or omission by us in exercising any rights or remedies under the Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of any other right or remedy. No waiver shall be valid unless signed in writing by us.

TERMINATION OF THIS AGREEMENT

You may terminate your use of the Service at any time by writing Academy Bank, PO Box 26458, Kansas City, MO 64196-6458. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if the Account is closed, or access to the Account is restricted for any reason. If you terminate the Service, you authorize us to continue making Transactions you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice, not to be less than 5 Business Days. Once we have acted upon your termination notice, we will make no further transfer or payment from the Payment Account, including any transfer or payment you have previously authorized.

If we terminate your use of the Service, we reserve the right to make no further transfers or payments from your Payment Account, including any Transactions you have previously authorized. If you would like to designate a different account you hold with us as the Payment Account and transfer the Service to the new Payment Account, you must provide 10 Business Days advance written notice.

Termination will not affect your liability or obligations under the Agreement.

GOVERNING LAW/SEVERABILITY

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Missouri. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

ACCEPTANCE OF TERMS AND CONDITIONS

By selecting "Accept", you agree that you have read and understood the terms and conditions set forth in this Agreement and you accept this Agreement without modification. By accepting this Agreement, you consent to the electronic delivery of statements and other bank related documents. You understand this Agreement is effective at the date and time of the Bank's receipt of this electronic Agreement and signature. If you do not agree to the terms and conditions of this Agreement, you should select "Decline" and you will not be enrolled in this Service.