

**ACADEMY BANK N.A. SECURED CREDIT CARD  
ACCOUNT-OPENING DISCLOSURE**

<b>Interest Rates and Interest Charges</b>	
<b>ANNUAL PERCENTAGE RATE (APR) for all Purchase Transactions</b>	<b>21.99%</b>
<b>APR for Balance Transfers</b>	<b>21.99%</b> This APR will vary with the market based on the Prime Rate. <sup>1</sup>
<b>APR for Cash Advances</b>	<b>21.99%</b> This APR will vary with the market based on the Prime Rate. <sup>1</sup>
<b>Penalty APR</b>	<b>24.99%</b> This APR may be applied to your account if you Fail to make <b>OR</b> satisfy the required minimum monthly payment within 60 days of the respective due date.  <b>How Long Will the Penalty APR Apply?</b> : If your APR is increased for either reason, the Penalty APR will apply until you make six consecutive minimum payments when due. If you do not make these six consecutive minimum payments, we may keep the Penalty APR on your account indefinitely
<b>Paying Interest</b>	Each due date will be at least 25 days after the close of each billing cycle. We will not impose interest charges on purchases or balance transfers if you pay your entire balance in full by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

<b>Fees</b>	
<b>Annual Fee</b>	<b>\$35.00</b> NOTICE: Your account will be assessed the \$35.00 fee at the time that your account is established with us. This fee will reduce the amount of credit that you initially have available. Additionally, your account will be charged every year on the anniversary date of your account.
<b>Transaction fees</b> • Cash Advance Fee • Currency Conversion Transaction Fee • International Transaction Fee • Balance Transfer Fee	<b>2%</b> of amount advanced, up to \$100.00 <b>None</b> <b>None</b> <b>None</b>
<b>Penalty Fees</b> • Late Payment Fee • Over the Limit Fee • Returned Payment Fee	<b>Up to \$15.00</b> <b>None</b> <b>Up to \$25.00</b>
<b>Other fees</b> • Copying Fee • Card Replacement Fee • Special Processing Fee	<b>\$4.00</b> per-page fee for copies of transaction documents or statements unless we are required to provide them when resolving a billing dispute. <b>\$5.00</b> per card replaced prior to the normal reissue date. <b>\$35.00</b> per card for expedited processing and delivery, if available and offered.

**How We Will Calculate Your Balance:** We use the method called “average daily balance (including new purchases and balance transfers).” See your Card Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the Card Agreement. The disclosures above are accurate as of the printing date of March 13, 2020 and are subject to change thereafter.

Please contact us for any information on any changes, call 877-712-2265 or by writing us at the following address:

Academy Bank, N.A.  
Attn: Credit Card Department  
PO Box 26458  
Kansas City MO, 64196

<sup>1</sup> **Variable Rate Information:** Prime Rate refers to the highest Prime Rate identified in the “Money Rates” column of the Wall Street Journal (WSJ) on the rate change date. The index and your corresponding rate APR may adjust monthly on the rate change date. The new rate will take effect on the first day of your next billing cycle. The value of the index on March 6, 2020 was 4.25%. The APR will be determined by adding the margin of 17.74% to the value of the index. Your APR may change monthly.

## ACADEMY BANK, N.A. SECURED CREDIT CARD AGREEMENT

Thank you for opening a *card account* with us. This Academy Bank, N.A. Secured Credit Card Agreement (“Agreement”) and the *related documents* contain the terms that govern our issuance, and your use, of the *card*. Please read this Agreement and *related documents* carefully and keep them for future reference. Images of any of these documents can be used instead of the original.

### 1. In General.

- (a) Some Definitions. The meanings of the terms you see in *italics* appear in Section 5(d). We will also use the following personal pronouns throughout this Agreement:
  - (i) “You,” “your” and “yourself” mean each applicant and co-applicant for the *account*; any *person* responsible for paying the *account*; and anyone else you authorize to use, access, or service the *account*.
  - (ii) “We,” “us,” “our,” “AB,” and “Academy Bank” mean Academy Bank, National Association, and its agents, authorized representatives, successors, and assignees.
- (b) Account Information.
  - (i) We need information about you to manage your *account*. The information we need includes:
    - (A) your legal name;
    - (B) a valid U.S. mailing address and residential address (if different);
    - (C) your date of birth;
    - (D) your social security number or other government identification number;
    - (E) your telephone number(s); and
    - (F) your employment and income information.
  - (ii) You must tell us when this information changes. Please update your address in the manner provided on your *statement*. You may also update some of this information by logging onto your *account* on our website or by calling one of our representatives at the telephone number provided on your *statement* or on the back of the *card*. We may require you to provide additional documents that are acceptable to us to verify this information or any changes. We maintain the right to restrict or close your *account* if your information cannot be verified or if you do not provide additional information as requested.
- (c) Credit Limits.
  - (i) On or about the date you received this Agreement, we notified you in writing of your *credit limit*, which will also appear on your *statements*.
  - (ii) Your maximum approved credit limit will be not less than \$300.00, nor more than \$3,000.00. Under no circumstance will your credit limit be more than the balance of your savings account described in Section 3(m)(i).
  - (iii) You are responsible for keeping track of your *account* balances and your available *credit limit*. You agree not to use your *card* to attempt to obtain credit in excess of your *credit limit*. We may still honor *transactions* above your *credit limit*, but our honoring of these *transactions* will not increase your *credit limit*, and is at our sole discretion.
  - (iv) We may also increase, decrease, restrict, or cancel your *credit limit* at any time, subject to *applicable law*. This will not affect your obligation to pay the *indebtedness* as required by this Agreement. If we change your *credit limit*, we will notify you in the manner required by *applicable law*.
  - (v) You have the ability to increase the credit limit of your card by adding additional amounts to the *savings account* in increments of \$50.00 or more, up to the maximum credit limit of \$3,000.00 by increasing the balance in your *savings account*.
- (d) Collateral Pledge.
  - (i) You will be required to give us a lien (security interest) on your Credit Builder Savings account.
  - (ii) Our approval of your *application* is deemed to be your authorization to us to withdraw funds from the demand deposit (checking) account (“DDA”) identified in the *application* or use other provided funds to open a *savings account* in your name for the amount of the credit that you requested in your *application*. At the same time we inform you of your approved credit limit, we will make available all agreements and disclosures applicable to the Credit Builder Savings account that we are required to provide to you under *applicable law*. The *savings account* will accrue and pay interest at the rate and Annual Percentage Yield that are in effect for our Credit Builder Savings account.
  - (iii) Whether you are or are not a customer on the date you submit the *application*, you may satisfy the collateral pledge requirement by granting a security interest in a *savings account* issued on or before the *application* date. You assign and grant to us, for valuable consideration, a security interest in the savings account, effective on the date you first use the card to initiate a *transaction*, to secure your obligation to pay the *indebtedness*, but only if we approve your *application*.
- (e) Acceptance of this Agreement and Changes to this Agreement.
  - (i) We issued *card(s)* to you as identified in the *application*. All issued *card(s)* were sent to you at the address you provided in your *application*. You will be deemed to have accepted and agreed to this Agreement on the day you first use the *card* to initiate a *transaction* after you first receive the *card*.
  - (ii) You will be deemed to have accepted changes to this Agreement and the *related documents* the first time you use the *card* to initiate a *transaction* after a change is effective.

### 2. Your Account Use Agreements.

- (a) Using Your Account.
  - (i) You promise to follow the terms of this Agreement as long as your *account* remains open or has a balance due. Please sign the *card* immediately when you receive it. The *card* is valid during the dates provided on the front. We will release our security interest in the *savings account* as stated in Section 3(m)(iv). Prior to the expiration date of the initial *card* we issued in response to your *application*, we will review your credit report (per Section 4(g)(ii)) and decide whether you may qualify for unsecured credit. If you do, we will notify you to that effect. If you respond positively to our notification, we will establish a new unsecured card account with an appropriate credit limit and issue *card(s)* to you. If you do not qualify for unsecured credit, we may issue replacement *card(s)* unless you tell us otherwise. In any event, your *account* will continue to be secured by the *savings account* for as long as you are obliged to pay your *indebtedness*.
  - (ii) The *card* is our property, and you will return it to us or destroy it if we ask.
  - (iii) You will take reasonable steps to prevent the unauthorized use of the *card*.
  - (iv) We are not responsible if anyone refuses to accept the *card* for any reason. Also, we may reject any *transaction* for any reason. We may limit the type, number, or aggregate dollar amount of *transactions* you are permitted to initiate in a day, week, or *billing cycle* for security reasons. If we impose such limits, you agree that we will not be liable to you if we do not authorize or process *transactions* in excess of those limits. Unless we tell you otherwise, we will bill each *transaction* to your *account* and apply it against your available *credit limit* for each *billing cycle*.
  - (v) Unless we agree, you may not use a *transfer* to transfer amounts from other accounts with us or any of our *affiliates*.
  - (vi) You must not use, or try to use, the *card* for any Internet gambling *transactions* or *transactions* that are illegal or not permitted by us. You will still be responsible for all *indebtedness* arising from such *transactions* if you do, and they will be subject to this Agreement. You might have to reimburse the *network* and us for all damages and expenses.
  - (vii) You must not use, or try to use, the *card* for any *transactions*, such as securing or paying for rental car usage, as that is not permitted by us. You will still be responsible for all *indebtedness* arising from such *transactions* if you do, and they will be subject to this Agreement. You might have to reimburse the *network* and us for all damages and expenses.

- (viii) You agree that you will not use your *card* if we or you have suspended or canceled the *card* or *account*; after you have reported the *card* lost or stolen; after you file a petition for bankruptcy; or if you do not honestly expect to be able to pay your *indebtedness* in full.
- (ix) From time to time, due to circumstances beyond our control (such as system failures, fires, floods, natural disasters or other unpredictable events), our services might be unavailable. When this happens, you might be unable to use the *card* or obtain information about your *account*. We will not be responsible or liable if this happens.
- (b) **Transactions Made in Foreign Currencies.**
  - (i) A currency conversion *transaction fee* in the amount set forth in the *Disclosure Statement* will be assessed on all *transactions* where the *merchant* country differs from the *card* issuer's country. The converted *transaction* amount will be shown separately from the international *transaction fee* on your *statement*.
  - (ii) An international *transaction fee* in the amount set forth in the *Disclosure Statement* will be assessed on foreign *transactions* where a currency conversion is not performed.
- (c) **No Warranties.** Except as otherwise provided in the "Billing Rights Summary" part of your *statements* (see Section 3(i)), we are not responsible for any claim you might have regarding the *purchases* of goods or services made with the *card*.
- (d) **Merchant Refunds.** If you are entitled to a refund for goods or services purchased with the *card*, you will accept these refunds as credits to your *account*. We do not control when a *merchant* sends us your refund. We will also have a reasonable amount of time after we receive your refund to process it.
- (e) **Using a PIN.**
  - (i) We may give you a PIN. For security reasons, you might have to provide the PIN before you are able to complete some *transactions* using the *card*.
  - (ii) With a PIN, you may use the *card* to obtain cash from certain ATMs, or make *purchases* at certain *merchant* POSs. You may do these things if the ATM or POS requires entry of a PIN and displays the logo of the *network* on the *card*.
  - (iii) You should keep your PIN secure and not write it down, give it to anyone, or keep it with the *card*. If you lose the *card* or believe that someone has gained unauthorized access to your PIN, you must contact us immediately.

### 3. Your Payment Agreements.

- (a) **Your Promise to Pay.** You promise, individually and jointly, to pay us all amounts due on your *account*. This includes amounts where you did not sign a purchase slip or other documents for the *transaction*. If you use the *card* number without presenting the physical *card* (such as for mail, telephone or Internet *purchases*), this will be treated the same way as if you presented the *card*. If you let someone else use the *card*, you are responsible for all *transactions* that *person* makes. If you die, we will apply *savings account funds* to your *indebtedness* prior to making any surplus funds available to any other *person* or your estate.
- (b) **Making Payments.** Your payments must be in U.S. dollars from a U.S. deposit account and otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your *account* or any other credit account with us or any of our *affiliates*.
- (c) **Interest Charges and Fees.** We will charge *interest charges* and *fees* to your *account* as disclosed to you in the *Disclosure Statement* and your *statements*.
  - (i) **Interest Charges.** In general, *interest charges* begin to accrue from the day a *transaction* occurs.
    - (a) We will not assess *interest charges* on any new purchases or balance transfers posted to your *account* provided you have paid your previous balance in full by its *due date*.
    - (b) *Interest charges* will begin accruing on the date of the *transaction* for all *cash advances*. There is no grace period to avoid paying interest on these *transactions*.
    - (c) The back of the *statement* provides a detailed explanation for calculating your *interest charges*.
  - (ii) **Fees.** The following *fees* apply to your *account* only if they are provided in the *Disclosure Statement*.
    - (A) *Annual Fee.* We may charge this *fee* upon the opening of your *card account* and each anniversary of your *card* issue date.
    - (B) *Balance Transfer Fee.* We will charge this *fee* each time you request us to transfer a balance from another institution to your *card account*.
    - (C) *Card Replacement Fee.* We may charge this *fee* if we issue a replacement *card* at your request prior to the *card*'s normal reissue date.
    - (D) *Cash Advance Fee.* We may charge this *fee* each time you obtain a *cash advance*.
    - (E) *Copying Fee.* We may charge a per-page *fee* for copies of *transaction* documents or *statements* unless they are required when resolving a billing dispute.
    - (F) *Currency Conversion Fee.* We may charge this *fee* under the circumstances described in Section 2(b)(i).
    - (G) *International Transaction Fee.* We may charge this *fee* under the circumstances described in Section 2(b)(ii).
    - (H) *Late Payment Fee.* We will charge this *fee* if by 15 days after your scheduled payment *due date*, we have not received your *minimum payment*.
    - (I) *Over the limit* means exceeding your *credit limit* by more than \$0.01.
    - (J) *Returned Payment Fee.* We may charge this *fee* each time any *payment* you make to us is not paid by your financial institution for any reason, even if your institution later pays it.
    - (K) *Special Processing Fee.* We may charge this *fee* if you request that your *account* have expedited processing and expedited delivery of your *card* to you, if available and offered.
  - (iii) We will not charge both a late payment *fee* and a returned payment *fee* in the same *billing cycle*.
  - (iv) We may increase your *interest charges* and *fees* as described in Section 4(j) or in the *related documents*.
- (d) **Minimum Payment.**
  - (i) Your *statement* will provide instructions for making payments, including the amounts due and the *due date*. If applicable, your *statement* will also provide a *minimum payment* amount. To avoid a late payment *fee*, your *minimum payment* must be received by us no later than 15 days after your scheduled payment *due date*.
  - (ii) In addition to the *minimum payment*, you may pay all or part of the balance on your *account*. However, you must still pay at least the *minimum payment* amount each month, even if you paid more than the minimum on the previous *statement*. We will continue to charge *interest charges* during *billing cycles* when you carry a balance regardless of whether your *statement* includes a *minimum payment*. If your *account* is 60 days past due the entire balance is immediately due and payable.
  - (iii) Payments will be applied in the following order: (A) *interest charges*; (B) previous *cash advances* (including *transfers*); (C) previous *purchases*; (D) current *cash advances* (including *transfers*); and finally to (E) current *purchases*.
- (e) **Index; Periodic Rate.**
  - (i) The *index* is the highest Prime Rate published in the "Money Rates" column of The Wall Street Journal ("WSJ").
  - (ii) We may adjust the *index* monthly using the Prime Rate published in the WSJ on the 25th day of each month, or the day immediately preceding those dates on which the WSJ is published if the WSJ does not publish a Prime Rate on the 25th day of a month. The new rate will take effect on the first day of your next billing cycle. The WSJ Prime Rate in effect on March 6, 20 was 4.25%. The APR will be determined by adding the margin of 17.74% to the value of the *index*. Your APR may change monthly.
- (f) **Penalty Rate.** If your *minimum payment* is not received within 60 days of the payment *due date*, your entire account balance is subject to the penalty rate of 24.99% APR. The Penalty APR will remain in place until you make six (6) consecutive minimum monthly payments when due, as indicated on your monthly account *statement*. After six (6) consecutive payments, the APR will revert to the standard APR as shown on the Account Opening Disclosure for *Purchases*, *Balance Transfers*, and *Cash Advances*. If you do not make these six (6) consecutive minimum payments, we may keep the Penalty APR on your account indefinitely.

- (g) Variable Rates. How do you calculate variable rates?
- (i) We calculate variable rates by adding a margin to the value of the *index*. Therefore, variable interest rates may change when the value of the *index* changes. If the *index* value changes, your new interest rate (and corresponding APR) will take effect on your next *billing cycle*.
  - (ii) What are the daily periodic rates used to calculate my interest? The daily periodic rate for all *transactions* is 0.0602%.
  - (iii) How is the *interest charge* applied? Subject to your right to pay the “*New Balance*” in full by the *due date* without incurring *interest charges*, *interest charges* accrue from the *transaction* date, the date the *transaction* is posted to your *account*, or the first calendar day of the *billing cycle*, as applicable. *Interest charges* accrue on the unpaid amount until it is paid in full. This means you may owe *interest charges* even if you pay the entire “*New Balance*” one month, but did not do so for the previous month.
  - (iv) How do you calculate *interest charges*? We calculate your total *interest charge* by multiplying your *average daily balance* by the daily periodic rate and multiplying the result by the number of days in the *billing cycle*. Due to rounding or a minimum *interest charge*, this calculation may vary slightly from the *interest charge* actually assessed.
  - (v) We determine your *daily periodic rate* by dividing the corresponding APR by 365 and rounding to the nearest 1/1,000 of 1%, not to exceed the maximum allowed by *applicable law*. If the daily periodic rate and corresponding APR increase, the *interest charge* will increase and your *minimum payment* may be more.
  - (vi) To determine your *average daily balance*, add the *daily balances* together and divide the sum by the number of days in the *billing cycle*.
  - (vii) To determine your *daily balance*, take the beginning balance and add in new *transactions* and the periodic *interest charge* on the previous day’s balance, then subtract any payments and credits as of that day. However, if you paid your previous month’s balance in full (or if your balance was zero or a credit amount), new *transactions* are not added to the *daily balances* as long as the “*New Balance*” is paid in full by the *due date*.
- (h) Notice of Unauthorized Use. If the *card* is lost or stolen, or if you think someone is using the card without your permission, notify us immediately, orally AND in writing, at:
- Academy Bank, N.A.  
c/o Credit Card Processing  
Post Office Box 26458  
Kansas City, Missouri 64196-6458  
Toll Free: 1.877.712.2265

You may be liable for the unauthorized use of the *card* that occurs before you notify us of such use. Your liability will not exceed \$50.00 or the amount of money, property, labor, or obtained by unauthorized use before you notify us, whichever is less. You will not be liable for unauthorized use that occurs after you notify us and we have a reasonable opportunity to act on such notice. In no event shall we be obligated to reissue a lost or stolen *card*. You agree that we may monitor and/or record all telephone communications between you and us.

- (i) Zero Liability Policy. As a VISA® cardholder, you have certain rights under VISA’s Zero Liability program. For details, see [http://usa.visa.com/personal/security/visa\\_security\\_program/zero\\_liability.html](http://usa.visa.com/personal/security/visa_security_program/zero_liability.html).
- (j) Disputed Transactions.

#### YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

- (i) What to Do If You Find a Mistake On Your Statement
- (A) If you think there is an error on your *statement*, write to us at:  
Academy Bank, N.A.  
c/o Credit Card Processing  
Post Office Box 26458  
Kansas City, Missouri 64196-6458
  - (B) In your letter, give us the following information:
    - (1) Account Information: Your name and *account* number.
    - (2) Dollar Amount: The dollar amount of the suspected error.
    - (3) Description of the Problem: If you think there is an error on your *statement*, describe what you believe is wrong and why you believe it is a mistake.
  - (C) You must contact us:
    - (1) Within 60 days after the error appeared on your *statement*.
    - (2) At least three *business days* before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
    - (3) You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay us the amount in question.
- (ii) What Will Happen After We Receive Your Letter
- (A) When we receive your letter, we must do two things:
    - (1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
    - (2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the *statement* is correct.
  - (B) While we investigate whether or not there has been an error:
    - (1) We cannot try to collect the amount in question, or report you as delinquent on that amount.
    - (2) The charge in question may remain on your *statement*, and we may continue to assess *interest charges* on that amount.
    - (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
    - (4) We can apply any unpaid amount against your *credit limit*.
  - (C) After we finish our investigation, one of two things will happen:
    - (1) If we made a mistake: You will not have to pay the amount in question or any *interest charges* or other *fees* related to that amount.
    - (2) If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable *interest charges* and *fees*. We will send you written notice of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.
  - (D) If you receive our explanation but still believe your *statement* is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your *statement*. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.
  - (E) If we do not follow the rules above, you do not have to pay the first \$50.00 of the amount you question even if your *statement* is correct.

(iii) Your Rights If You Are Dissatisfied with Your Credit Card Purchases

- (A) If you are dissatisfied with the goods or services that you have purchased with the *card*, and you have tried in good faith to correct the problem with the *merchant*, you may have the right not to pay the remaining amount due on the *purchase*.
- (B) To use this right, all of the following must be true:
  - (1) The *purchase* must have been made in your home state or within 100 miles of your current mailing address, and the *purchase* price must have been more than \$50.00. (Note: Neither of these are necessary if your *purchase* was based on an advertisement, we mailed to you, or if we own the company that sold you the goods or services.)
  - (2) You must have used your *card* for the purchase. *Purchases* made with *cash advances* from an ATM or with a check that accesses your *account* do not qualify.
  - (3) You must not yet have fully paid for the *purchase*.
- (C) If all of the criteria above are met and you are still dissatisfied with the *purchase*, contact us in writing at:  
Academy Bank, N.A.  
c/o Credit Card Processing  
Post Office Box 26458  
Kansas City, Missouri 64196-6458

(D) While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

- (k) Other Consequences of a Dispute. If you dispute a *transaction* made by you or someone else on your *account*, and we later credit your *account* for all or part of the disputed amount, you give us all of your rights against that other *person*. In addition, you will:
  - (i) give us any merchandise or other *purchases* you received in connection with the disputed amount if we ask;
  - (ii) not pursue any claim or reimbursement from the *merchant* and that other *person*; and
  - (iii) help us pursue and get reimbursement from the *merchant* and that other *person*.

Your help includes giving us documents that we ask for and that are acceptable to us.

(l) Mailed Payments.

- (i) You must mail payments to us at the address provided on your *statement* or as otherwise instructed by us. We will credit each payment to your *account* on the day we receive it if:
  - (A) you send the payment coupon included with your *statement* in the same envelope with your payment;
  - (B) you include your *account* number on your payment *item*; and
  - (C) your payment arrives at the address indicated on the payment coupon by the *cutoff time*.
- (ii) Unless otherwise specified in Section 3(j)(i), and except as limited by *applicable law*, payments that conform to the requirements of Section 3(l)(i) will be credited to your *account* if we receive them by the *cutoff time*. If we receive any payment after the *cutoff time*, we will apply it the next *business day* except when a delay does not result in a finance or other charge. If the *due date* falls on a weekend or holiday, or a day on which we do not receive or accept payments, then we will treat any payment received by us at the correct address by the *cutoff time* on the next *business day* as if we received it by the *cutoff time* on the *due date*. We will not impose a separate *fee* for you to make payments unless the applicable payment method involves an expedited (that is same day or next day) delivery service.
- (iii) We may accept payments that do not conform to the requirements set forth in this Section 3(l), and if we do so, we will apply them to your *account* not later than five days after we receive them.
- (m) Security Agreement.
  - (i) *Pledge and Grant of Security Interest.* For valuable consideration, you assign and grant to us a security interest in the Credit Builder *savings account*, to secure your obligation to pay the *indebtedness*.
  - (ii) *Default.* If an event of default occurs and remains uncured for a period of not less than 60 days after a *due date*, you authorize us to apply *savings account funds* to reduce the *indebtedness* to \$0.00. We are not required to send you any additional notice or demand for payment. The rights described in this Section 3(m)(ii) are in addition to all other rights we have under the Agreement or *applicable law*.
  - (iii) *Application of Funds to the Account.* If any *indebtedness* remains unpaid, you will still be responsible for the repayment of that amount, and we may continue to report your *account* delinquent as applicable. If your *account* becomes subject to bankruptcy proceedings, we will treat the *savings account* as required by that process. We may, at our discretion, unsecure your *account* at any time by releasing our lien interest in the *savings account*.
  - (iv) *Release of Security Interest in Savings Account.* We will release our security interest in your *savings account* when we or you cancel or terminate your *account*, but only after applying *savings account funds* to your *indebtedness*.
  - (v) *Legal Proceedings; Disputes.* You represent that there are no current lawsuits or bankruptcy proceedings that might affect our interest in the *savings account*. You have not and will not attempt to transfer any interest in the *savings account* to any *person* or offer the *savings account* as security for obligations other than the *indebtedness*. If your *account* or the *savings account* become involved or are likely to become involved in a legal proceeding, you understand that the entire balance of the *savings account* may be restricted until the matter is resolved.
  - (vi) *Escheat.* You understand that the *savings account* may be subject to *applicable law* with respect to escheat of dormant funds, as set forth in the *related documents*.

4. **Our Account Servicing Agreements.**

- (a) Statements. We will send you one *statement* for all *cards* issued with respect to your *account* per *billing cycle* unless *applicable law* does not require or permit us to send only one *statement*. *Statements* will be sent at the end of each *billing cycle* when your *account* has a debit or credit balance of more than \$1.00, or if we have charged any *interest charges* to your *account*. Your *statement* will show all *transactions* billed to your *account* during the *billing cycle* along with other important *account* information.
- (b) Payment Processing.
  - (i) We may accept and process payments without losing any of our rights. Even if we apply your payment to your *account*, we may delay the availability of credit until we confirm that your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your *account* as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.
  - (ii) When you provide an *item* as payment you authorize us either to use information from your *item* to make a one time electronic fund transfer from your deposit account or to process the payment as an *item*. We will provide additional information about this process on your *statement* or other documents we send you before your payment. You may contact us and ask that we not process your future *items* in this way.
  - (iii) When you provide an *item* as payment, it might also be converted into an electronic image and collected and returned electronically. These electronic images may also be converted to substitute checks. We will not be responsible if an *item* you provide has physical features that when imaged result in it not being processed as you intended.
- (c) Items with Restrictive Words, Conditions or Instructions. All *items* that have restrictive words, conditions, limitations, or special instructions added (including *items* marked with the words "Paid in Full" or similar language) and all accompanying communications must be mailed to and received at the address in your most recent *statement*. If you make your payment or send any accompanying communications to any other address, we may accept and process the payment without losing any of our rights.

- (d) Credit Balances. We may reject and return to you any payment that creates a credit balance on your *account*. If we allow you to create a credit balance, such balance will not be available until we confirm that your payment has cleared. We may reduce the amount of a credit balance by any new *transactions* posted to your *account*. You may contact us in writing as provided on your *statement* and request a refund of an available credit balance. We will refund your credit balance not later than seven *business days* after we receive your written request.
- (e) Account Default.
- (i) We may consider you in default under this Agreement if:
- (A) you do not make a payment by its *due date*;
  - (B) any payment you make is rejected, not paid, or cannot be processed;
  - (C) you exceed your *credit limit*;
  - (D) a bankruptcy or other insolvency proceeding is filed by or against you;
  - (E) you die or are legally declared incompetent or incapacitated;
  - (F) we determine that you made a false, incomplete, or misleading statement on any of your *account* documentation, or you otherwise tried to defraud us;
  - (G) you do not comply with any term of this Agreement, the *related documents*, or any other agreement with us; or
  - (H) you permanently reside outside the United States.
- (ii) If your account is in default, we may charge the late payment *fee* set forth in Section 3(c)(ii) and the *Disclosure Statement*.
- (iii) Paying the *fees* charged in connection with a default will not by itself cure the default. In addition, if you are in default, we may take the following actions without notifying you, unless we are required to do so by *applicable law*:
- (A) close or suspend your *account*;
  - (B) lower your *credit limit*;
  - (C) increase your *minimum payment*;
  - (D) demand that you immediately pay the entire *indebtedness* (for example, as described in Section 3(d));
  - (E) continue to charge you *interest charges* and *fees* as long as any *indebtedness* remains outstanding; and/or
  - (F) pursue any other action against you that is permitted by *applicable law*, including the filing of a lawsuit against you.
- (iv) You must pay us all of our collection expenses, attorneys' fees, and court costs, unless *applicable law* does not allow us to collect these amounts.
- (f) Communications.
- (i) We may contact you from time to time regarding your *account*. We may contact you in any manner we choose unless prohibited by *applicable law*. For example, we may:
- (A) contact you by mail, telephone, cellular telephone, email, fax, recorded message, text message, or personal visit;
  - (B) contact you at your home and at your place of employment;
  - (C) contact you at any time, including weekends and holidays;
  - (D) contact you with any frequency;
  - (E) leave prerecorded and other messages on your answering machine/service and with others; and
  - (F) identify ourselves, your relationship with us, and our purpose for contacting you even if others might hear or read it.
- (ii) Our contacts with you about your *account* are not unsolicited and might result from information we obtain from you or others. We may monitor or record our conversations or other communication with you. Unless prohibited by *applicable law*, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us, or we obtain, your mobile telephone number, we may contact you at this number and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.
- (iii) If you ask us to discuss your *account* with a *person*, you must provide us with documents that we ask for and that are acceptable to us.
- (g) Credit Reports.
- (i) We may provide information about you and the *account* to consumer (credit) reporting agencies and others as provided in the *related documents*. Information we provide might appear on your credit reports. This could include negative information if you do not comply with the terms of this Agreement.
- (ii) We may obtain and use credit and income information about you from consumer (credit) reporting agencies and others as permitted by *applicable law*.
- (h) Closing or Suspending Your Account.
- (i) You may ask us to close your *account* by writing us as described on your *statement*. Your *statement* will provide additional information about this process, and we may also separately provide you with additional details after your request. This might include payment information. If you use the *card* or charges post to your *account* after you ask us to close it, we may keep it open or re-open it.
- (ii) We may close or suspend your *account* and your right to obtain credit from us. We may do this at any time and for any reason permitted by *applicable law*, even if you are not in default. A suspension of your *account* might be permanent or temporary.
- (iii) If your *account* is closed or suspended for any reason, you must stop using the *card*. You must also cancel all billing arrangements that access the *account*. We will not do this for you. If we close or permanently suspend your *account*, you must also destroy all *cards*. You must still pay the *indebtedness* in full, even if it includes *transactions* posted to your *account* after we close or suspend it.
- (i) New Offers. In the future, we might make new offers to you or forward offers from others that we think you might be interested in. These offers may have new or different terms and documentation for these offers will be provided when we make you the offer. If you accept the offer, your previously-disclosed terms will still apply except as modified by the offer.
- (i) Changes to this Agreement.
- (i) At any time, we may add, delete, or change any term of this Agreement unless prohibited by *applicable law*. We will give you notice of any changes as required by *applicable law*. If we do notify you of changes, we will send you a separate notice or inform you on your *statement*. We may send this notice to you electronically as permitted by *applicable law*. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.
- (ii) Your variable Annual Percentage Rate (if applicable) can go up or down as the *index* goes up or down. If we increase your *interest charges* for any other reason we will notify you in writing. If we increase your *fees* or other terms of your *account* we will notify you in writing and inform you of your options in advance, including the right to opt out of some of these changes.

## 5. Miscellaneous.

- (a) The Law that Applies to this Agreement.
- (i) This Agreement will be governed by the laws of the State of Missouri except to the extent governed by federal law. If any part of this Agreement is found to be unenforceable, the remaining parts will remain in effect.
- (b) Waiver. We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your *interest charges* or *fees* without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if permitted by *applicable law*. You do not have to receive notice from us of any waiver, delay, demand, or dishonor. We may proceed against you before proceeding against any other *person*.

- (c) Assignment.
- (i) This Agreement will be binding on, and benefit, any of your and our successors and assigns.
  - (ii) You may not transfer this *account* or this Agreement to any *person* without our written permission.
  - (iii) We may transfer your *account* and this Agreement to any *person* without your permission and without prior notice to you. They will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your *account* or this Agreement, we can handle your payment in any way we think is reasonable and permitted by *applicable law*. This includes returning the payment to you or forwarding the payment to the *person* to whom we transferred your *account*.
- d) Glossary.
- (i) *Account* means the *card account* we have opened for you in response to your *application*.
  - (ii) *Affiliates* means all financial institutions owned by Dickinson Financial Corporation. As of the publication date of this Agreement, our *affiliates* are: Armed Forces Bank, N.A.
    - (A) all disclosures and materials provided to you before or when you opened your *account*; (B) all documents we gave you when you opened the *savings account*;
    - (C) all other documents and disclosures relating to your *account* including those provided online; and
    - (D) all privacy notices describing our limitations on sharing information about you with others; (E) all *statements*;
    - (F) any future documents describing changes we make to any of the above things.
  - (iii) *Applicable law* means the laws, regulations, court decisions, administrative rulings and the like adopted by, or in effect from time to time within, the State of Missouri and the United States of America.
  - (iv) *Application* means the form you completed to apply for an *account* and *card* that contains the information described in Section 1(b).
  - (v) *ATM* means an automated terminal machine provided by a financial institution or another *person* at which *cards* may be used as access devices to obtain cash.
  - (vi) *Billing cycle* means a period of time that might vary in length but is approximately 30 days in duration. The specific period of time is described on each *statement*. However, you will have a *billing cycle* even if we are not required by *applicable law* to make a *statement* available to you. We will often specify a *billing cycle* by the month in which its closing date occurs as provided on the *statement*. For example, a “March *billing cycle*” will have a closing date in March. If we charge off your *account* balance, we may switch to quarterly *billing cycles*.
  - (vii) *Business day* means any day in which our offices are open for the processing of payments and *transactions*.
  - (viii) *Card* means each AB credit *card* associated with your *account* and includes all renewals and substitutions of the initial *card* issued to you. *Card* also means your *account* number, which you may use to initiate *transactions* without presenting the *card* itself.
  - (ix) *Cash advance* means using the *card* to obtain cash or things we consider cash equivalents. Cash equivalents include wire transfers, travelers’ checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers.
  - (x) *Credit limit* means the maximum outstanding *indebtedness* you may incur by use of the *card*, as disclosed to you in the *related documents*.
  - (xi) *Customer* means a person who has an existing checking account that is open and in good standing at AB prior to the first use of the *card* and at all times while the *account* is open.
  - (xii) *Cutoff time* means 5:00 p.m. Central Time, Monday through Friday.
  - (xiii) *Disclosure Statement* means the document titled “Secured Credit Card Account-Opening Disclosures” that you received when you submitted your *application*.
  - (xiv) *Due date* means the date shown on each *statement* by which we must receive at least a *minimum payment* before a late payment *fee* is imposed.
  - (xv) *Excess funds* means the amount of funds remaining after application of the *net savings account funds* to the then-outstanding *indebtedness*.
  - (xvi) *Fees* means charges imposed on your *account* that are not included in the calculation of the Annual Percentage Rate.
  - (xvii) *Indebtedness* means all amounts you owe us under this Agreement including, without limitation, all *transactions* charged to, and not thereafter reversed from, your *account*.
  - (xviii) *Index* has the meaning set forth in the *Disclosure Statement*.
  - (xix) *Interest charges* means any charges to your *account* based on the application of the Annual Percentage Rate to the *account* balance as set forth in the *related documents*.
  - (xx) *Item* means a check, draft, money order, or other negotiable instrument (including images of these instruments) you use to make payments on the *indebtedness*.
  - (xxi) *Merchants* are sellers of goods and/or services who have agreed with a *network* to accept *cards* in payment of the purchase price of the goods and/or services they sell.
  - (xxii) *Minimum payment* means the amount so specified in each *statement*, calculated as set forth in the *Disclosure Statement*.
  - (xxiii) *New Balance* is the figure that represents the new amount that is owed beginning with the previous balance, all payments and credit that have been made during the previous 30-day period are subtracted and all purchases, adjustments, cash advances, transfers, finance charges and other applicable fees that were posted to the *account*. (The *New Balance* will become the previous balance on your forthcoming statement.)
  - (xxiv) *Network* means Visa Inc., Mastercard International Incorporated, or any other network provider displayed on the *card*.
  - (xxv) *Person* means a human being, a trust, or a legal entity other than you, or us, as the context requires.
  - (xxvi) *PIN* means the personal identification number we will give you that allows us to authenticate *transactions* initiated at ATMs or POSs.
  - (xxvii) *POS* means a point-of-sale device at which *cards* may be used to (A) pay for *purchases*, and/or (B) obtain cash.
  - (xxviii) *Purchases* means those *transactions* in which you acquire goods and services from *merchants* from time to time by using the *card*.
  - (xxix) *Related documents* means the following documents: the correspondence we send you confirming that your *application* has been approved; (A) the correspondence we send you confirming that your application has been approved; (B) the *Disclosure Statement*; (C) the most-current version of the *card* benefits brochure, which describes benefits provided by the *network* for the *card* and your *account*.
  - (xxx) *Savings account funds* means the collected balance in the *savings account* (together with all accrued and payable interest thereon).
  - (xxxi) *Savings account* means the Credit Builder Savings account opened with to serve as the pledged collateral.
  - (xxxii) *Statement* means a document or information we make available to you showing *account* information including, among other things: (A) *transactions* made to your *account* during a *billing cycle*, (B) the *minimum payment*, and (C) other information required by *applicable law*.
  - (xxxiii) *Transaction* means each *transfer*, *purchase*, and *cash advance*.
  - (xxxiv) *Transfers* means balances transferred from other accounts to the *account*.

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**FACTS****WHAT DOES ACADEMY BANK, N.A.  
DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances 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, N.A. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Academy Bank, N.A. share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

**To limit our sharing**

- Call 877.712.2265 – our menu will prompt you through your choice(s)

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

Call 877-712-2265 or go to [www.academybank.com](http://www.academybank.com)



## Who we are

Who is providing this notice?	Academy Bank
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## What we do

How does Academy Bank, N.A. 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, N.A. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>● open an account or deposit money</li> <li>● pay your bills or apply for a loan</li> <li>● use your credit or debit card</li> </ul> <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"> <li>● sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <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

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>Our affiliates include companies with a Dickinson Financial Corporation; and financial companies such as Armed Forces Bank, N.A.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>Academy Bank, N.A. does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>Our joint marketing partners include financial service companies.</i></li> </ul>

## Other important information