



Online Banking Disclosure

This Online Banking Disclosure (“**Agreement**”) states the terms and conditions governing your access to your accounts and loans and use of online services offered through New Omni’s Online Banking Services via New Omni’s website (“**Online Service**” or “**Online Services**”).

In this Agreement, “**New Omni**,” “**we**,” “**our**,” and “**us**” refers to New Omni Bank, National Association and “**you**” or “**your**” refers to each owner and authorized signer on the accounts accessed through Online Services.

This Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

1. Acceptance.

You are agreeing to enter into this Agreement electronically by clicking on the “I Accept” icon. By enrolling in and using any Online Services, you agree and consent to act in accordance with all terms and conditions of this Agreement, including any future amendments to the Agreement or changes in the Terms of Use that may be made at our sole discretion. Your acceptance of this Agreement is your authorization for us to accept electronic instructions to perform specific functions initiated through Online Services and delivered to the Bank in your name (“**Communications**”).

Each time you access an account through Online Services, you confirm your agreement to these terms and conditions. If there is any conflict between the terms of this Agreement and any other agreement or disclosure governing your accounts, this Agreement shall control as to the terms applicable to Online Services, to the extent necessary to resolve the conflict. We will make a printed copy of this Agreement available at our request; however, we recommend that you print a copy of this Agreement for your records.

If you do not accept the terms and conditions of the Agreement, then you will not be permitted to use Online Services.

2. Computer, Equipment, and Software Requirements.

Online Services require you to have certain computer capabilities, which may change from time to time without prior notice to you. Please refer to the [Consumer eBanking Browser Positioning Statement](#) for our current equipment and software requirements.

You are responsible for the selection, installation, maintenance, operation of your computer and software, providing and maintaining any equipment that is necessary for use of Online Services. You agree to use equipment and software that is compatible with our systems, which may change from time to time.

We assume no responsibility for any error or malfunction by your computer or software, for any computer virus or similar problems you may experience with the internet, your internet service provider, your internet connection, or for the defects or incompatibility of any computers or software that you use in connection with Online Services, even if we have previously approved their use.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OF MERCHANTABILITY, WITH RESPECT TO ONLINE SERVICES, COMPUTER PROGRAMS, COMPUTER EQUIPMENT, OR SOFTWARE MADE AVAILABLE TO YOU.

You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility, if any, in such instances will be to repair or replace the defective software or equipment. You acknowledge that you are solely responsible for the security of your own computer and access systems.

3. User Authentication.

We may, in our sole discretion, require verification of user identity in a manner satisfactory to us at any time before allowing access or login to Online Services or before authorizing a Communication. Such verification may be in any form we determine appropriate and may include, without limitation, verification of User ID and/or password and verification of personal information contained in New Omni records.

In the event you do not successfully provide the information requested, we may in our sole discretion (a) refuse your access to Online Services; (b) refuse a transaction; (c) require you to contact us by phone or in person at a branch to further validate your identity; (d) cancel your access to Online Services; (e) and/or take any security precaution we deem appropriate to prevent unauthorized use of Online Services or any account.

We reserve the right to deny access to Online Services or reject a Communication without notice to you if we believe that there is risk of unauthorized, illegal, or fraudulent activity.

4. Security Procedures

Your input of your online User ID and password to enter Online Services are the “**Security Procedures**.” You agree that New Omni may use the Security Procedures to verify the authenticity of a Communication delivered to the Bank in your name. If the Bank verifies the authenticity of the Communication using the Security Procedures, then the Bank may rely on it and you will be obligated on the Communication, whether or not the Communication was authorized by you, unless the Communication is an electronic fund transfer covered by Regulation E, then you may have additional rights.

Where two or more persons subscribe to Online Services for their joint Checking or Savings Account, New Omni is entitled to rely and act upon Communications from any one such subscriber.

Also, if a Communication is authorized by you, then you are obligated on the Communication even if New Omni does not verify its authenticity using the Security Procedures, even if the Security Procedures would have prevented error. You agree that the Security Procedures are intended to verify authenticity and not to detect error.

Additionally, if you engage in external fund transfers, New Omni may require you to complete an Out-of-Band authentication to add each external transfer account unless all external transfer accounts are added in a single online session. Out-of-Band authentication is subject to your agreement to the [Out-of-Band Authentication Terms of Use](#). In order to complete specific external fund transfers from your external deposit accounts, you may receive a telephone call or SMS text message at the phone number in your file to validate the transaction. The telephone number must be a North American phone number, which is supported in the location that you are located at the time of the phone call.

You agree and acknowledge that the Security Procedures are commercially reasonable to you, after you considered the risks presented by the possibility of unauthorized access to Online Services and your obligation on the Communications, even if they are unauthorized.

Further, in your review of your Online Services, you agree to notify New Omni in the event your use of Online Services would necessitate or be better served by a level of security that exceeds that offered by the Security Procedures you are using for that Online Service. If you fail to notify New Omni, then you acknowledge and agree that the security aspects of your Online Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

5. User Responsibility for Online Security and Confidentiality

You acknowledge that maintaining account confidentiality and controlling access to Online Services and Activated Accounts is your responsibility.

For your initial registration for Online Service, you will need your full social security number, your account number, your last statement balance and your prior statement balance to access your deposit accounts. You will need your full social security number, your account number, your original principal balance and either your last payment amount or scheduled payment amount to access your loan accounts. You will be responsible for creating your password following the parameters provided. To sign into Online Services, you are required to provide your User ID and password. To assist in safeguarding your security, you should change your password to Online Services frequently. The password can be changed within Online Services while you are logged into Online Services.

You agree to maintain your account information, online User ID, and password in strict confidence in order to prevent unauthorized access to your accounts and Online Services. You further agree to immediately notify us of any unauthorized use, or potential unauthorized use, of Online Services or any of your accounts. You acknowledge that anyone with whom you share or who otherwise uses your User ID and password will have access to Online Services and your accounts.

Do not write your password anywhere or store it on your computer. If you forget your password, use the Forgot Password process through Online Services, call (626) 626-9850, or email esupport@newomnibank.com Monday through Thursday from 9:30 a.m. to 5:00 p.m. PST/PDT and on Friday from 10:00 a.m. to 6:00 p.m. PST/PDT, excluding holidays observed by the Federal Reserve. You should never include your password in any verbal, written, faxed, or emailed communication with us or anyone else. No New Omni employee will ever ask you for your password.

We will disclose information to third parties about your account or the transfers you make in accordance with our [Privacy Notice and Statement](#).

6. Hours of Availability of Online Services.

You can generally access your accounts through Online Services seven days a week, 24 hours a day. However, at certain times, some or all of Online Services, or your account(s) may not be available due to system maintenance. Scheduled maintenance of Online Services will typically occur on Sundays between 2 a.m. and 6 a.m. CST/CDT. Online Services may be unavailable when unforeseen maintenance is necessary.

Major unforeseen events, such as earthquake, fire, flood, electrical outages, may interrupt the availability of Online Services. If Online Services encounter limits based on system capacity or technical limitations, Online Services may not have the capacity to display all of your information

or respond to your requests. If this occurs, New Omni is not responsible to make Online Services operable to you and we reserve the right to discontinue Online Services to you.

Although we undertake reasonable efforts to ensure the availability of Online Services, we will not be liable in any way for its unavailability or for any damages that may result from such unavailability.

7. Online Services.

Online Services are one or more of the services described in this Agreement. Accounts must be “activated” for specific Online Services (“**Activated Account**” or “**Activated Accounts**”). You can perform the following basic transactions, depending on the Online Service you request, and your accounts tied to such Online Service:

- View account balance information, account statements, images of checks and deposits made to your accounts, deposit slips and deposited items, transaction history, and review your spending and budget;
- Transfer funds between your eligible accounts on a one-time or recurring basis;
- Place a stop payment on a written check;
- Request to change the account’s information, such as phone number or address;
- Communicate with us by secured electronic mail.

Additionally, you can enroll in the following transactions:

- Complete external transfers;
- Engage in bill pay, which allows you to make payments to the Bank on loans held with the Bank, pay bills to merchants, institutions, or individuals with a U.S. address, and receive electronic versions of bills for monies you owe third parties and make payments to payees that send you electronic bills; and
- Receive Electronic Customer Notices and Statements;

Some Online Services may appear on your screen, but may not be available for use by you because (i) you have not been approved by the Bank for that particular Online Service; (ii) the specific account is not eligible for the Online Service; or (iii) the Online Service may have restrictions that only provide for limited use of a particular Online Service. You will have access to those Online Services that are approved by the Bank for you and the applicable account(s). Accounts that meet all requirements for a specific Online Service and that are activated for the Online Service are referred to as an “**Activated Account**” or “**Activated Accounts.**” We reserve the right to determine which accounts can be connected to specific Online Services. If you request to have online access to an account that does not qualify for an Online Service, you will be notified of the Pended Enrollment. New Omni will review your pended enrollment and notify you if the pended enrollment is approved.

A. Viewing Information.

You can use Online Services to view your balance and transaction information from Activated Accounts. The balance and transaction information provided to you as part of the Online Service is not the official record of your account(s) or its activity.

Your account statement, furnished to you by us in electronic or paper format, is the official record. Balance and transaction information is generally updated regularly but subject to adjustment and correction and therefore should not be relied upon by you for taking, or not taking, any action.

B. Account Statements and Customer Notices.

You will get a monthly account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly. Your account statement will itemize any payments or transfers made through the Online Service in addition to payments or transfers that you made at any of our branches.

You may obtain periodic statements for your Activated Accounts either online within Online Services or in paper format delivered by the United States Postal Service. Online statements contain the same information as paper statements. Please see the section below entitled "Receive Electronic Customer Notices and Statements" for more information.

You agree to contact us promptly if you do not receive or cannot access your account statement for any reason. You have a duty to promptly review all statements, customer notices, and transaction information made available to you and to report all unauthorized access, unauthorized transactions, and/or errors to us immediately.

C. Transfers between Accounts Held at New Omni.

Online Services allow you to transfer available funds from one of your Activated Accounts at New Omni to another one of your Activated Accounts at New Omni. Online Services do not allow you to transfer funds from a deposit account to a loan account. New Omni Activated Accounts linked for transfer ability must have the same primary or secondary ownership. Additional authorizations may be required from all account holders to link accounts that do not have the same ownership. These internal transfers to and from your Activated Accounts at New Omni are referred to as "**Internal Deposit Account Transfers.**"

At our discretion, we may establish, revise, or modify customer eligibility requirements for transfers or limits on the amount for each transfer or transfers in the aggregate, without prior notice to you. An Internal Deposit Account Transfer initiated that exceeds established limits then current will not be processed. We may refuse or reverse a transfer if there are insufficient available funds in an account designated to make a transfer.

"One time and immediate" Internal Deposit Account Transfers will be completed immediately, and once instructions are confirmed, cannot be cancelled or reversed. Scheduled Internal Deposit Account Transfers are usually effective 12:00 a.m. PST/PDT if the Activated Account from which funds are debited has adequate funds and the security controls are met. Funds are not transferred in any particular order. If you have multiple fund transfer Communications on the same day, those instructions may not be processed in the order in which they were given.

You agree that you will not attempt to add accounts to your Online Service from or to which you do not have the authority to transfer funds.

The number of transfers from Money Market and/or Savings accounts, including transfers completed through Online Services are limited. You are limited to 6 withdrawals and transfers each month or statement cycle through a combination of pre-authorized electronic transfers, telephone instructions, or by check, or draft. Each transfer or payment through Online Service from your Money Market or Savings account is counted as 1 of the 6 limited transfers you are permitted each statement period. For information on these accounts, see the Deposit Agreement and Account Terms Disclosures related to the account. We charge a fee for each transaction in excess of this limit. For information on these fees, please see our [Fee Schedule](#).

D. Submit Stop Payment Requests for Paper Checks and Electronic Checks.

You may use the Online Service to place a stop payment order for a traditional paper check you have written on any of your Activated Accounts for which you can write checks or for any electronic

checks you have processed from your checking or savings account. New Omni charges a fee for placing a stop payment order. Please see our [Fee Schedule](#).

To request a stop payment for a paper check, you must provide us with timely, complete, and accurate information regarding the account number that the item is drawn upon, the reason for the stop payment order, and the payee. You may also be asked to provide the check number or possible range of check numbers, and the exact amount of the check (dollars and cents) or a range of the amount of the check. If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the check. Also, depending on the date you request a stop payment, we may not be able to verify whether the check has been paid, in which case we may ask you to contact us. Stop payment requests become effective only when we confirm their receipt and have verified that the check has not been paid. Thus, be sure to wait for an online confirmation that a stop payment was placed.

To place a stop payment covering a range of checks that are missing or stolen, you must call your relationship manager or the Bank at (626) 626-9850 Monday through Thursday from 9:30 a.m. to 5:00 p.m. PST/PDT and on Friday from 10:00 a.m. to 6:00 p.m. PST/PDT, excluding holidays observed by the Federal Reserve.

E. External Transfers between Accounts Held at New Omni and other Financial Institution

Online Services allow you to transfer available funds from one New Omni deposit Activated Account (including checking, savings, Money market) you own to a deposit account (Checking and savings) owned by you at another financial institution in the United States and allows you to instruct us to retrieve available funds from deposit accounts owned by you at another financial institution in the United States to deposit into your deposit Activated Account(s) at New Omni. These external transfers to and from your deposit accounts at New Omni and other financial institutions through Online Services are referred to as External Bank Transfers.

At any given time, your External Bank Transfer activity is limited to the amounts provided in more detail below:

Transaction Type	Internal to External Transfer	External to Internal Transfer
Maximum Amount Per Transaction	\$5,000	\$5,000
Maximum Amount for Daily Transaction Total	\$5,000	\$5,000

i. Fees

New Omni charges a fee for transferring available funds from a New Omni deposit account you own to a deposit account you own at another financial institution in the United States. Please see our [Fee Schedule](#).

New Omni does not charge you a fee for instructing us to retrieve available funds from deposit accounts owned by you at another financial institution in the United States to deposit into your deposit account at New Omni.

ii. Transfer Cut Off Times

A fund transfer between unlinked New Omni accounts or External Bank Transfer before 5:55 p.m. PST/PDT on a business day is posted to your account on the same business day. All fund transfers between unlinked New Omni accounts or External Bank Transfers after 5:55 p.m. PST/PDT on a business day or on a Saturday, Sunday, or banking holiday will be posted the next business day.

F. Online Bill Payments

Online Services allow you to view and initiate bill payments to one or more payees; specifically, it allows you to add a bill to the system (“Payee Statement”), view your bills, schedule bill payments in advance, or pay bills to merchants, institutions, or individual within the United States and United States Territories (“Bill Pay”). Bill Pay is only available for Activated checking accounts.

Bill Pay is generally available seven days a week, 24 hours a day; however, it may from time to time be unavailable due to maintenance. Scheduled maintenance for Bill Pay typically occurs on Sundays between 2:00 a.m. and 6:00 a.m. CST/CDT.

Bill Pay Limits	Amount
Maximum Single Transaction Amount	\$10,000
Maximum Amount for Daily Transaction Total	\$20,000 per day

Transactions through Bill Pay begin processing 2 days prior to your scheduled payment due date for electronic payments and 4 days prior to the payment due date for check payments. When scheduling payments, you must select a “Scheduled Payment Date” that is no later than the due date reflect on your Payee Statement unless the due date falls on a non-business day and no earlier than 365 days from the date that you are scheduling the advanced payment. If the actual due date falls on a non-business day, you must select a Scheduled Payment Date that is at least 1 Business Day before the actual due date. Scheduled Payment Dates should be prior to any late date or grace period.

If your regular payments vary in amount, you may select the parameters of your payments, including the choice of always paying the full balance, always paying the minimum due, paying nothing and filing the bill upon receipt, or creating your own parameters that will allow you to automate a bill if the amount of the bills is within a specific dollar amount range.

You have a right to stop payment on previously scheduled payments. If you have told us in advance to make regular payments out of your accounts, you can stop any of these payments by calling us at (626) 626-9850, or writing us at 1235 S. Garfield Ave., Alhambra, California 91801, if the payment has not yet entered into processing. If you call, you may also require you to put your request in writing and get it to us within 14 days after you call. You will be charged a fee for each stop-payment order. Please see our [Fee Schedule](#). If you are a Consumer and we receive a stop payment instruction for your personal account at least 5 business days or more before the transfer is schedule, and we do not place the stop payment, we will be liable for your losses or damages.

G. Receive Electronic Customer Notices and Statements

You may obtain periodic statements for your Activated Accounts either online within Online Service or in paper format delivered by the United States Postal Service. Online statements contain the same information as paper statements. To receive Account Statements and Customer Notices in an electronic form, such as .pdf format, you must specifically consent to such delivery. You may change or indicate your preference by selecting the applicable choice within Online Services or contacting the Bank at (626) 626-9850. You can terminate online statement delivery for any of your Activated Accounts at any time by changing your statement delivery preferences through Online Services.

If you consent to receive online statements, you will receive an electronic notification at the email recorded in your Online Services profile informing you that your electronic statement is ready.

Each such electronic notice that your statement is ready shall be deemed sent to, and received by, all account owners on the day New Omni sends such email. You agree to contact us promptly if you do not receive or cannot access your online statement for any reason.

You have a duty to promptly review all statements, customer notices, and transaction information made available to you and to report all unauthorized access, unauthorized transactions, and/or errors to us immediately.

Online statements will be available to you for up to one year after the delivery date. You may print the online statements or save them to your computer. If you encounter difficulty in printing or saving the online statement, please contact us at (626) 626-9850 to receive a paper copy of the statement. A fee for the paper statement may apply.

8. Excess Activity Charges

Federal regulation limits certain types of withdrawals or transfers from your savings or money market account, including online or telephone transfers from these accounts, to a maximum of 6 each monthly statement period for money market accounts or calendar month, for savings or money market accounts when the statement period date is requested on a specific date. New Omni will charge an Excess Activity Charge in accordance to our [Fee Schedule](#).

If you exceed these limits, New Omni is required to close your account or convert your account to one not subject to transfer limitations. If your account is closed or converted due to excessive activity, you will not be able to open another New Omni savings and/or money market account for 12 months.

We reserve the right to limit the frequency and dollar amount of transactions from your Activated Accounts for security reasons.

9. Communication with New Omni via Email

If you contact New Omni by email at a legitimate New Omni email address, we will attempt to respond to your email. We may not immediately receive an email that you send us. Therefore, you should not rely on email if you need to communicate with us immediately. We cannot take action on your email request until we actually receive your message, authenticate your identity, and have a reasonable opportunity to act.

By enrolling for Online Services, you may provide consent to receive customer notices and account statements by email within your Online Services settings. A current, valid email address is critical to our successful delivery of electronic customer notices and electronic account statements to you, if you have agreed to such service. You always agree to maintain an active email and account and record such email address within your Online Services profile. You further agree to promptly notify us of a change in email address by changing the email address that you have in your Online Services profile. If, for any reason, the email address you provide to us changes or becomes inoperable for more than a short period of time, you agree to contact us immediately so that we can arrange to provide you with customer notices and account statements through other means.

If we contact you at the email address recorded in your Online Services profile and learn that the email is undeliverable, we may, at our discretion, require you to provide a valid email address at the next login attempt; attempt to contact you through another means to obtain a valid email address; disable Online Services; and/or discontinue your receipt of customer notices and account statements by electronic means and instead provide them to you in paper.

By enrolling in Online Services, you agree that New Omni may email you newsletters, articles, products or service alerts, new product or service announcements, offers, or offer information

concerning our, or our subsidiaries or affiliates, new products or services. If you prefer not to receive this type of information, please contact us at (626) 626-9850 or via email at esupport@newomnibank.com Monday through Thursday from 9:30 a.m. to 5:00 p.m. PST/PDT and on Friday from 10:00 a.m. to 6:00 p.m. PST/PDT, excluding holidays observed by the Federal Reserve.

10. Unauthorized Access or Transactions

You have a duty to review all statements, customer notices, and transaction information made available to you and to report all unauthorized access, unauthorized transactions, and/or errors to us immediately.

NOTIFY US AT ONCE if you believe another person has improperly obtained your Online Services password, or if someone has transferred or may transfer money from your deposit account without your permission, or if you suspect any fraudulent activity on your account.

Please call, email, or write to the following contacts:

Phone: (626) 626-9850
Email: esupport@newomnibank.com
Mail: Operations & Information Security
New Omni Bank, National Association
1235 S. Garfield Ave.
Alhambra, CA 91801

Telephone is the fastest way to reach us. We may not immediately receive an email that you send us. Therefore, you should not rely on email if you need to communicate with us immediately, for example, if you need to report a lost password or unauthorized transaction from one of your accounts. We cannot take action on your email request until we actually receive your message, authenticate your identity, and have a reasonable opportunity to act.

Our business hours are Monday through Thursday from 9:30 a.m. to 5:00 p.m. PST/PDT and on Friday from 10:00 a.m. to 6:00 p.m. PST/PDT, excluding holidays observed by the Federal Reserve.

If you are a Consumer and your password is lost or stolen and you notify us within 2 business days after you learn of the loss or theft, you can lose no more than US\$50.00 if someone used your online banking password without your permission to access a New Omni deposit account and complete an unauthorized transaction.

If you are a Consumer and your password is lost or stolen and you fail to notify us within 2 business days after you learn of the loss or theft, you can lose up to US\$500.00 if someone used your online banking password without your permission to access a New Omni deposit account to complete an unauthorized transaction.

If you are a Consumer and your statements shows withdrawals, transfers, payments, or purchases that you did not make or authorize, please notify us AT ONCE. If you do not notify us within 60 days from the date the paper or online statement was sent to you, and we can prove that we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after 60 days. If extenuating circumstances, such as a lengthy hospital stay, kept you from telling us, the time periods in this section may be extended.

11. Errors or Questions Regarding your Accounts

If you have a question or there is an error or discrepancy related to a transaction between your New Omni accounts you completed using Online Services, please contact us at (626) 626-9850, or via email at esupport@newomnibank.com Monday through Thursday from 9:30 a.m. to 5:00 p.m. PST/PDT and on Friday from 10:00 a.m. to 6:00 p.m. PST/PDT, excluding holidays observed by the Federal Reserve.

Contact us as soon as you identify any errors or discrepancy on your statements or transaction record. You must notify us no later than 60 days after we send you the first paper or online statement on which the problem or error appears. If you notify us verbally, we may require that you send us your complaint or question in writing within 10 business days.

To complete an investigation, we will need your name, your account number, if any, a description of the error at issue, the reason you believe an error has occurred, and the dollar amount of the suspected error. We will complete an investigation of your complaint or question within 10 business days and inform you of the results within 3 business days of reaching a conclusion. If an investigation involves a new account or a foreign-initiated transaction, we may take up to 20 days to investigate your complaint or question.

12. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO GUARANTEES, NO REPRESENTATIONS, AND GRANT NO WARRANTIES OF ANY KIND IN RESPECT TO ONLINE SERVICES, EITHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE HEREBY DISCLAIM ANY SUCH REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND.

We do not guarantee, represent, or warrant that Online Services will be uninterrupted, timely, secure, or error-free, that defects will never arise, that defects in or on the programs will be corrected, that our website which makes Online Services available to you is free of viruses or other harmful components, that Online Services will meet your requirements or expectations or achieve their intended purpose, or regarding your ability to transfer and receive information from or through Online Services.

13. Liability to Consumers for Personal Accounts

If you are a Consumer and we do not complete a transfer to or from your Activated Account on time, or for the correct amount, and/or to or from the account specified in your Communication, we will be responsible, as applicable for returning any improperly transferred funds and/or for redirecting any misdirected funds to the proper account, and may be liable for your losses or damages. However, we will not be liable,

- a. If, through no fault of ours, you do not have sufficient available funds in your Activated Account to make the transfer, either between accounts at New Omni, external to another financial institution, or through Bill Pay;
- b. If the funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal;
- c. If the Activated Account is closed or frozen;
- d. If the information supplied by you, or anyone you allow to use your Online Services, is incorrect, incomplete, ambiguous, or untimely;
- e. If you did not properly follow Online Service instructions on how to make the transfer or payment, including but not limited to using the incorrect date, amount, and/or address information;
- f. If Online Services was not working properly and you knew about that when you

- started the transfer, transaction, or activity;
- g. If your computer, tablet, mobile device, internet connection, and/or software malfunctioned for any reason, or the transaction could not be completed due to Online Service unavailability;
 - h. If circumstances beyond our control (e.g., fire, flood, power failure, earthquake, natural disaster, telephone line disruption, computer or mobile breakdown, water damage) prevent or delay the transfer despite reasonable precautions taken by us;
 - i. If you did not authorize a payment early enough for the payment to be scheduled, transmitted, received, and credited by the payee's due date;
 - j. If we made a timely payment, but the payee refused to accept the payment or did not promptly credit your payment after receipt;
 - k. If any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee;
 - l. If you, or anyone you allow to use your Online Services, commits any fraud, or violates any law or regulation;
 - m. If any other exception exists in an agreement with you.

14. Indemnification

You agree to indemnify and hold harmless New Omni, our affiliates, successors, assigns, all directors, officers, and employees thereof, and our service providers ("**Related Persons**"), from any and all third party actions, claims, liability, and damages, and to be responsible for all expenses and costs, including but not limited to, reasonable attorneys' fees, caused by or arising from your connection to, or use of, Online Services, your violation of this Agreement, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after Online Services are terminated. This section does not apply to any cost or damage attributed to New Omni or Related Persons' gross negligence or intentional misconduct.

15. Links to Third Party Sites

For your convenience only, the New Omni website and/or Online Services may contain links to non-New Omni websites ("**Linked Websites**"). While New Omni will attempt to select and provide links to Linked Websites that it believes may be of interest to you, New Omni does not screen, review, approve, or otherwise endorse any content or information contained in any Linked Website or endorse its security. New Omni has no or little knowledge or control over the content of Linked Website. In all cases, your use of such links is at your own risks. You agree to read and adhere to the policies and terms applicable to those Linked Websites. If you choose to link to a website not controlled by New Omni, New Omni makes no warranties, either express or implied concerning the content of such Linked Websites, including the accuracy, authenticity, completeness, reliability, accessibility, or suitability for any particular purpose. New Omni does not warrant that such website or its content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such website or its content is devoid of viruses or other contamination. Linked Websites do not imply any endorsement of, or responsibility for, the opinions, ideas, products, information, or services, offered at such website, or any representation regarding the content of such Linked Websites.

16. Fee Schedule

Please see our [Fee Schedule](#).

17. Results of Non-Usage of Online Services

We reserve the right, at our discretion, to require your re-acceptance of this Agreement, require confirmation of user information, require reset of security settings such as passwords, or terminate your access to Online Services following 90 or more consecutive days of inactivity on your Activated Accounts.

18. Changes/Cancellation to Online Services or this Agreement

We may change or cancel Online Services at any time without cause, subject to applicable laws and regulations. We may amend the terms of this Agreement by sending you notice of the amendment by email, as may be required by law. You agree to review any changes to this Agreement promptly upon receipt of our Notice. Your continued use of Online Services after the effective date of any change constitutes your agreement to the change.

19. Deactivation of Online Services

We reserve the right to refuse to honor an instruction or suspend or deactivate or terminate your Online Services, in whole or in part, at any time, with or without cause and with or without notice to you. We may immediately do so at any time, including, without limitation, if (a) we believe that your account has been compromised or mismanaged in any way; (b) we believe you are using Online Services in a way that is inconsistent with its intended, bona fide, or lawful purpose under this Agreement; (c) you have repeatedly overdrawn your New Omni account(s); (d) your Activated Account(s) is/are closed or access to your Activated Account has been suspended or restricted for any reason; or (e) your non-usage of Online Services. See above "Results of Non-Usage of Online Services."

You may suspend or deactivate or terminate Online Services at any time. Suspension, deactivation, or termination of Online Services will end all Online Services. If you have regularly scheduled payments or transfers, we recommend that you cancel them prior to suspending or deactivating or terminating your Online Services. New Omni will complete any payments or transfers initiated and processed before the termination date. If you have initiated and processed a transfer into your Activated Account by another financial institution, that transfer will not be impacted by your termination of Online Services. You are responsible for any payments or transfers scheduled by you prior to terminating Online Services that had not already initiated and processed prior to the cancellation date. Termination will not affect your liability or obligations under this Agreement for payments we have processed on your behalf.

20. Severability

Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits, finds void, illegal, unenforceable, or invalid any part of provision of this Agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

21. Privacy

We respect your privacy. Please see New Omni's [Privacy Notice and Statement](#) for more information.

22. Intellectual Property

All copyright, trademark, design rights, patents and other intellectual property rights (registered and unregistered) in and on the New Omni website belong to New Omni Bank, N.A. and/or our licensors and is provided for your personal, non-commercial use only. New Omni reserves all its rights in the New Omni website. Nothing in this Agreement grants you a right or license to use any trademark, design right, or copyright owned or controlled by New Omni or any other third party

except as expressly provided in this Agreement.