

## Out-of-Band Authentication Terms of Use

This Out-of-Band Authentication Terms of Use (“**OOBA Terms**”) states the terms and conditions governing out-of-band authentication for New Omni Bank, National Association’s (“**New Omni**”) Online Banking Services via New Omni’s website (“**Online Services**”). It is in addition to and supplemental to the [Online Banking Disclosures](#) and General [Terms of Use](#). If there is a conflict between OOBA Terms and the Online Banking Disclosures or General Terms of Use, OOBA Terms shall supersede with respect to the use of Out-of-Band Authentication only.

“**You**” or “**your**” refers to each owner and authorized signer on the accounts accessed through the Online Services. Your agreement to OOBA Terms is demonstrated by your continuation of the process flow for Login and/or Communications, as both are hereinafter defined.

1. New Omni may require you to complete an out-of-band authentication for the purposes of verifying your identity to allow you to log in from a new electronic device (“**Login**”) and/or verify the authenticity of electronic instructions to perform specific functions initiated through Online Services and delivered to the Bank in your name (“**Communications**”). In order to complete Login and/or Communications, you will receive a telephone call or SMS Message from us or our agents at the time you initiate a Login and/or Communication, which will be used to validate your identity (“**Out-of-Band Authentication**”).
2. The Out-of-Band Authentication is a one-time security code that is communicated to you via a telephone call at one of two numbers that we have on record or an SMS Message from us at a telephone number provided to us at the time of your Login or Communications, which must also be your mobile phone on record with us. We will call you and/or send you a message once per request, and only with your explicit agreement as indicated by your continuation of the process flow for Login and/or Communications after selecting a phone number at which to reach you.
3. You agree and acknowledge that the Out-of-Band Authentication is commercially reasonable to you, after you considered the risks presented by the possibility of unauthorized access to your Online Services and your obligation on the Login and/or Communications, even if the Login and/or Communications are unauthorized.
4. All information and verifications provided to us in connection with your Online Services shall be accurate, complete, and true.
5. You represent that you are the owner or authorized user of the device you use to receive the Out-of-Band Authentication, and that you are authorized to approve applicable charges, Login, and Communication(s).
6. Your wireless carrier’s standard calling and messaging rates apply to telephone and SMS correspondence. New Omni does not charge for the telephone call or text content; however, mobile calling periods and receipt of SMS messages may incur additional charges from your wireless carrier. These charges may be substantially higher if you are located outside the United States or if your wireless carrier is not located in the United States. Please contact your wireless carrier for information about your calling and messaging plan(s) and/or rates. All charges are billed by and payable to your wireless carrier.
7. We are not liable for any delays or failures in your receipt of any telephone call or SMS message as delivery is subject to effective transmission from your network operator and processing by your mobile device. Telephone and SMS messaging services are provided on an “As-Is, As Available” basis.

8. Data obtained from you in connection with a telephone call or SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you provide to us in the Login and/or Communication process. We may use the information to contact you and to provide the Online Service or Online Services you request from us, and to otherwise operate, develop, and improve Online Services. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to provide you with the ability to Login, to complete a Communication, to avoid liability, or to protect our rights or property.
9. Your wireless carrier and other service providers may also collect data from your telephone and SMS usage, and their practices are governed by their own policies.