PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS

1. Introduction

The Online Banking and Mobile Banking Agreement along with the terms and conditions of any optional related services in which you have enrolled (together, the "Agreement") sets forth the terms and conditions governing your use of any electronic service provided by or on behalf of New Omni Bank, National Association that permits you to access certain financial services ("Online Service" or "Online Services".)
In this Agreement, "New Omni Bank" "Bank", "we," "our," and "us" refers to New Omni Bank, National Association.
In this Agreement, "You", "Your", "Customer" or "Client" applies to all customers, including individuals, joint account holders, business entities, trusts, and authorized signers. For business accounts, the individuals providing this Agreement represent that they have authority to do so on behalf of the business. For trust accounts, the individuals providing this Agreement represent that they have authority to do so on behalf of the Trust.

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 law's provisions. I have read and agree to this Agreement. I understand and agree that this Agreement is binding for all accounts registered for Online Services and can be withdrawn as instructed below.

2. Acceptance

You are agreeing to enter this Agreement electronically by clicking on the "Accept" button or by enrolling in or using any Online Services 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. You represent and warrant that you are an authorized user acting with full authority and that you are duly authorized to execute this Agreement. Your acceptance of this Agreement is your authorization for New Omni Bank to accept electronic instructions to perform specific functions initiated through Online Services and delivered to New Omni Bank in your name ("Communications").
Each time you access 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.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this document, select the “Cancel” button. If you do not accept the terms and conditions of the Agreement, then you will not be permitted to use Online Services.

You agree you are responsible for maintaining updated contact information, including your current mobile phone number for communication related to Online Services. You further represent to Bank that you own the telephone numbers you provide to Bank, or that you are authorized to provide this consent on behalf of the owner. You agree that Bank may contact you at the telephone number you provide to Bank (including cell phone calls and text messages) to communicate with you regarding your Online Services. You authorize Bank and acknowledge that by providing your telephone number(s) to Bank, you expressly agree to receive texts from Bank, including from Bank’s affiliates and third parties calling on Bank’s behalf. Your service provider may impose a charge for those calls/messages, including message and data rates

You may print and/or save a copy of this Agreement for your records. Future updates will be sent electronically. To print, select the print button below or select the print function on your browser. To save a copy of this Agreement on your computer, select 'File' and then 'Save As' on your browser. If you need a paper copy of this Agreement, please contact our Digital Banking Team at (626) 626-9850 or esupport@newomnibank.com.

3. Computer, Equipment, and Software Requirements

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, computers, and software (collectively “Equipment”). You agree to use Equipment that is compatible with Bank’s programs, systems, and equipment, which Bank may change from time to time. Bank assumes no responsibility for the defects or incompatibility of any Equipment that you use in connection with the Services, even if Bank has previously approved their use.

It is recommended that you use the latest versions of the supported browsers and operating systems and keep security patches up to date. Versions that are two releases or older than the current version are not supported. Some applications or features might not work if you use unsupported browsers and operating systems to access online banking service. Beta versions of browsers and operating systems are not supported. Supported browsers and operating systems can operate on desktop, tablet, and smartphones. We recommend that you keep the latest version of your browser to ensure that the latest security patches are in place.

The following compatibility table is for your reference:

Browser	Microsoft Windows 10	Microsoft Windows 11	Apple® macOS®	Apple iOS	Google® Android™
Apple Safari®			X	X	
Google Chrome™	X	X	X	X	X
Microsoft Edge	X	X			
Mozilla® Firefox®	X	X			

Mobile devices (Apps):
• iOS phones should be version 15 and greater.
• Apple Watch requires watchOS 2.0 and greater.
• Android devices should be version 13 and greater.
Note: Some browser software may store usernames and security codes to facilitate the future use of a website. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature.
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 THAT YOU USED IN CONNECTION WITH THE SERVICES. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND YOU HEREBY WAIVES AND RELEASES BANK ALL SUCH WARRANTIS.

4. 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 Bank records. Persons granted a power of attorney over an account are not authorized to use the service, and you agree not to provide them, or any other person or entity, with your User ID or Password.
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.

5. Security Procedures

Your input of your online User ID and password to enter Online Services, along with a choice of either (a) Out-of-Band Authentication, as defined and described below, or (b) use of Duo Mobile for two-factor authentication, are the "Security Procedures." You agree that Bank may use the Security Procedures to verify the authenticity of 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, which may impact your rights. Where two or more persons subscribe to Online Services for their joint accounts, Bank 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 Bank 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, Bank 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. 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.
Out-of-Band Authentication. Your agreement to OOBA Terms is demonstrated by your continuation of the process flow for Login and/or Communications, as both are hereinafter defined.
• Bank 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" or "OOBA").
• The Out-of-Band Authentication is a one-time security code that is communicated to you via telephone call at one of the 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.
• 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.
• All information and verifications provided to us in connection with your Online Services shall be accurate, complete, and true.
• 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, Log in, and Communication(s).
• Your wireless carrier's standard calling and messaging rates apply to telephone and SMS correspondence. Bank 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.
• 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.
• 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 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.
• 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.
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 Bank by visiting a branch, sending a message to us via Mail communication in the online banking

service, or contacting us by telephone at (626) 626-9850 or email at esupport@newomnibank.com 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 Bank, 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.

Duo Mobile. Authentication through Duo Mobile is offered as an alternative to Out-Of-Band Authentication as an acceptable means to complete two-factor authentication in order to fulfill the Security Procedures to access your Online Services. It requires use of a Duo Mobile Application, which can be accessed via mobile device, landline, or tablet. Duo Mobile is a third-party service provider not owned, operated or controlled by New Omni Bank and is a Linked Website as defined below. We encourage you to review the terms and conditions, privacy notices, and disclosure provided by the third-party by carefully. We do not endorse or guarantee the products, information, services, or recommendations provided by linked websites and are not liable for any failure of products or services provided on those websites.

6. User Responsibility for Online Security and Confidentiality

You acknowledge and agree that maintaining account confidentiality and controlling access to Online Services and Activated Accounts is your responsibility. For your initial registration for Online Services, you will need to create a password in accordance with the parameters provided. To sign into Online Services after your initial registration, you are required to provide your User ID and password.
You agree to maintain your account information, online User ID, and password in strict confidence 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. If you permit other persons to use the Service or your Password or other means to access your account(s), you are responsible for any transactions they authorize regardless of your knowledge or intent.
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 Friday from 9:00 a.m. to 6:00 p.m. Pacific Time excluding holidays observed by the Federal Reserve Bank. You should never include your password in any verbal, written, faxed, or emailed communication with us or anyone else. A Bank employee will never ask you for your

password.
We will disclose information to third parties about your account or the transfers you make in accordance with New Omni Bank Privacy Policy.

7. Hours of Availability of Online Services

You can generally access your accounts through Online Services 7 days a week, 24 hours a day. However, at certain times, some or all Online Services, or your account(s) may not be available due to system maintenance. Major unforeseen events, such as earthquakes, 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, Bank is not responsible for making 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 damage that may result from such unavailability.

8. Services

Online Services are one or more of the services described in this Agreement. 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 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 we have approved 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 status of the pending Enrollment.
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. Transaction Export

You can export your account transaction data to your personal or business financial software, such as Quicken, or QuickBooks.

C. Account Statements and Customer Notices.

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. To receive Account Statements and Customer Notices in an electronic form, such as Portable Document Format (PDF), you must specifically consent to such delivery. You will need to have Adobe® Acrobat Reader® or compatible software installed on your computer in order to access, view and print your statements. To download a free copy of Adobe® Acrobat Reader®, please visit www.adobe.com.

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. Inserts or other informational materials that normally accompany your mailed statement will either continue to be mailed or provided to you electronically. We may modify any feature of the e-Statement Service at our sole discretion. 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.

You understand and agree that by enrolling in the e-Statement service, you will no longer receive paper statements by mail. Online statements will be available to you for up to twenty-four months after the delivery date. 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, as stated in our current Fee Schedules.

If you cease to be an online banking service customer, you will no longer be able to view your accounts online. Future statements for your open account(s) will revert back to paper format delivered by the United States Postal Service.

D. Budget

You may enroll and obtain financial data from other sources to create tools to help manage your finances. This service is provided by a third party not owned, operated or controlled by New Omni Bank and is a Linked Website as defined below. We encourage you to review the terms and conditions, privacy notices, and disclosure provided by the third-party by carefully. We do not endorse or guarantee the products, information, services, or recommendations provided by Linked Websites and are not

liable for any failure of products or services provided on those Linked Websites.

E. 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 money market account. Bank charges a fee for placing a stop payment order. Please see our Schedule of Fees.

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 check number, the date of the check, the amount (dollars and cents), the payee, and the reason for the stop payment order. If the item is an electronic payment via ACH, you will need to provide all the same information as a paper check except the check number.

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 a confirmation call from the Bank.

To request a stop payment covering a range of checks that are missing or stolen, you must call your relationship manager or Bank at (626) 626-9850 Monday through Friday from 9:00 a.m. to 6:00 p.m. Pacific Time. Or by going into a New Omni Bank Branch during regular office hours, excluding holidays observed by the Federal Reserve Bank.
F. Transfers between Accounts Held at New Omni Bank.
Online Services allow you to transfer available funds from one of your Activated Accounts at New Omni Bank to another one of your Activated Accounts at New Omni Bank. Online Services allow you to transfer funds from a deposit account to approved type of loan account. New Omni Bank 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 Bank are referred to as “Internal Account Transfers.”
You may apply for funds transfer from your Home Equity Line of Credit (HELOC). Funds transferred from HELOC are considered advances on your credit line. A Loan Advance Transaction fee is not charged when drawing from your HELOC account. Each advance you request from your HELOC will accrue interest charge from the date

the funds are transferred from the HELOC to your checking or savings account. Pease refer to your Loan Account Agreement for more information.

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 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 posted at 7 p.m. Pacific Time and available the next business day 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 Schedule of Fee.

G. External Transfers between Accounts Held at New Omni Bank and other Financial Institution (Consumer Accounts)

Online Services allow you to transfer available funds from your New Omni Bank deposit Activated Account(s), including checking and money market you own, to a checking, savings, or money market deposit account 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

Enrollment. By enrolling an External Account for inbound External Transfers, you represent and warrant that you are an owner of that External Account, and you authorize us to initiate debit transactions on that External Account according to your instructions entered through Online Banking or the Mobile App and to correct any errors that we may identify.

You may not make funds transfers of your External Account until those accounts have been set up and verified in your online banking profile. To complete this, you may be

required to choose:

a) verify one or more micro-deposits or withdrawals made to those accounts, or

b) validate the external account through service provided by Plaid. By choosing this option, you will be required to review and accept "Plaid Agreement." Plaid is a third-party service provider not owned, operated or controlled by New Omni Bank and is a Linked Website as defined below. We encourage you to review the terms and conditions, privacy notices, and disclosure provided by the third-party by carefully. We do not endorse or guarantee the products, information, services, or recommendations provided by Linked Websites and are not liable for any failure of products or services provided on Linked Websites.

You are required to complete and provide all information we request for External Transfers, including but not limited to account numbers, routing numbers, bank information, and any other information or documentation we reasonably request. It is your responsibility to ensure the validity and accuracy of any External Account information; we may, but are not obligated to, validate any External Account. Accordingly, outbound External Transfers may not be recoverable if sent to an incorrect account. We reserve the right to reject enrollment of an External Account for the External Transfer Service for any reason. This authorization will remain in effect until you delete the External Account from the External Transfer Service. You should use extreme caution when you register an External Account for inbound External Transfers or outbound External Transfers; never register an External Account for inbound transfers if you are not the owner of that account.

Transfers Schedule. You may use the External Account Transfer service to establish pre-authorized transfers on a one-time or recurring basis. Recurring pre-authorized transfers are those transfers that you set-up in advance to automatically occur at regular intervals that you establish. When you set up External Transfer in advance, you authorize us to initiate such transfers according to the instructions you provide in the Mobile App or Online Banking service. Your authorization for recurring transfers will remain in effect until you delete such transfers from your External Transfer service. External transfers are processed on Monday through Friday. Any External Transfer request made on a weekend, holiday, or after 5:00 p.m. Pacific Time will be processed the next business day.

Rejecting Transfer Instructions. We may reject transfer instructions with or without cause or prior notice. Unless you have requested alerts for rejected transfer instructions, we generally will not notify you when a transfer instruction is rejected by us. If you wish to receive alerts for rejected transfer instructions, you must select the option of receiving alert for rejected transfer. Otherwise, you should confirm whether the instruction was accepted by reviewing your online account activity on the business

day following the scheduled Transfer Date. If we reject a transfer, you will need to re-enter the information. External Accounts are subject to the rules, terms, conditions, and regulations of the account-holding institution, and your relationship with each External Account provider is independent of New Omni Bank and your use of the External Transfer service.
We may refuse to permit any External Transfers at any time and without prior notice if we believe it may violate applicable law.
Transaction Limit. 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
Maximum Amount for Daily Transaction Total $5,000
* Request for higher limit on external transfer will be subject to review and approval.

Fees. New Omni Bank may charge a fee for transferring available funds from your New Omni Bank deposit account to your deposit account at another financial institution. New Omni Bank does not charge you a fee for instructing us to retrieve available funds from your deposit accounts at another financial institution in the United States to deposit into your deposit account at New Omni Bank. Please refer to the Bank's Schedule of Fees.
H. Online Bill Payment Service
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 Payment Account Designation; Payment Details. When using the Bill Payment Service, you must designate the Account ("Bill Payment Account") from which the bill payments ("Bill Payments") are to be made. For each Bill Payment, you will also be required to provide the complete name of the payee, the account number and the payee's remittance address (exactly as shown on the billing statement or invoice), the amount of the payment and the date you want the payment to be processed by Bank ("Send on Date"). Transactions through the Bill Payment Service begin processing 2 days prior to the scheduled payment due date ("Scheduled Payment Date") for electronic payments and 4 Business days prior to the Scheduled Payment 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 not 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 may stop payment on previously scheduled Bill Payments by calling Bank at (626) 626-9850, or writing New Omni Bank, National Association, 1414 South Baldwin Ave., Arcadia, California 91007, provided the Bill Payment has not yet entered into processing. If you call Bank, Bank may also require you to put the stop request in writing and get it to Bank within 14 days after your call. You will be charged a fee for each stop-payment order.

Use of Vendors; Use of Information. Bank may use one or more bill payment vendors to provide the Bill Payment Service, and you understand that various financial intermediaries and their servicers may be involved in processing any one of your Bill Payment instructions. These intermediaries may benefit from interest that accrues on Bill Payments between the time your Bill Payment Account is debited and the time the payee is paid. Any information you provide may be used by Bank or any of these other parties to complete or otherwise deal with your transaction or comply with any laws, rules or regulations. If there is a dispute between you and Bank, or either party and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any Bill Payment), you authorizes Bank to obtain information regarding you, your account and your Bill Payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information regarding you.

Setting-Up Payees. When you sign onto the Bill Payment Service, you must establish your list of payees. A payee is anyone, including Bank, that you designate to receive a Bill Payment; provided that Bank accepts the payee for the Bill Payment Service. Bank reserves the right to reject any payee at any time, at its discretion. Bank is not responsible if a Bill Payment is not made to a payee because you provided Bank with incomplete, incorrect or outdated information regarding the payee or you attempted to make a payment to a payee that is not on your authorized list of payees. Payments to payees outside of the United States or its territories are prohibited through the Bill Payment Service.

Available Funds. For Bill Payments, you will need to have sufficient available funds in your designated Bill Payment Account to cover the amount of the Bill Payment on

the Scheduled Payment Date. You can initiate Bill Payments up to the available funds in your Bill Payment Account. If you exceed these limits, then Bank may prevent (or reverse) Bill Payments in any order and in any amount that Bank choose, even if the result is to reduce your transactions to a level below the amounts needed to pay your bills.

Non-Recommended Payees. Bank does not recommend that you use the Bill Payment Service to pay your federal, state or local taxes, courts or other governmental entities. Bank will not be liable for penalties, interest or other damages of any kind if you try to use the Bill Payment Service to remit or pay money for taxes, or to courts or governmental agencies.

Payment Methods. Bank reserves the right to select the method in which to remit funds on your behalf to your payees. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off Bank's third party service provider's account), or a demand draft payment (where a negotiable instrument is created and drawn off of your Bill Payment Account).

Payment Cancellations. You may cancel a payment that has been scheduled through the Bill Payment Service but has not begun processing as long as you log onto the Service prior to the Send on Date for the Bill Payment instruction and you follow the Bill Payment instructions provided by the Bill Payment Service for changes and cancellations. Your ability to stop payment on a processed Bill Payment will depend on the payment method and, if by check, whether or not the check has cleared. The Bill Payment Service must have a reasonable opportunity to respond to any stop request. To stop payment on any Bill Payment that has already been processed, you must call Bank. Fees and additional documentation may be required by Bank to process a stop payment request. Bank will have no liability to you for Bank's refusal or failure to stop a Bill Payment that has already been processed.

Accurate Information on Payees. If the Bill Payment Service provides you with a series of options regarding payee address or location, you are responsible for correcting that information if such information does not agree with your records or with your particular bill. Bank and the others that handle your Bill Payment (including the payee's bank) are entitled to rely on information you supply, such as the payee's account number or the routing number of the payee's bank, even if the name you give to Bank and the number you gives to Bank identify different persons.

Automated Clearing House Entries. Electronic payments that are made through the Automated Clearing House ("ACH") are subject to the rules of the ACH, and you

agrees to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the bill payment.

Service Availability and Transaction Limit. Bill Pay system access is generally available seven days a week, 24 hours a day; however, it may from time to time be unavailable due to maintenance.
Bill Pay Limits Amount
Maximum Single Transaction Amount $2,500
Maximum Amount for Daily Transaction Total $5,000 per day
* Request for higher limit will be subject to review and approval.

Payee Limitation. We reserve the right to refuse to pay any Payee to whom you direct a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment.
Bill Pay Guarantee. Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account with the payee We will bear responsibility for any late payment related charges up to $50.00 should a payment post after its Due Date if (a) the payment is not an initial payment to the payee; (b) you scheduled the payment on time and in accordance with the time frames outlines above; and (c) you provided all necessary information in order to process the payment.
Returned Payment. Payments may be returned for various reasons (e.g., undeliverable mailing address, returned by Payee). We will use our best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your designated checking account.
Termination, cancellation, or suspension. If you would like to cancel your Bill Pay service, you may do so through bill pay access, send us a request through Online Banking email section, or contact us at:
Phone: (626) 626-9850
Email: esupport@newomnibank.com
Mail: New Omni Bank, National Association
Attention: Digital Banking
1414 South Baldwin Ave.
Arcadia, California 91007

Payments that have already been processed before the requested cancellation date will be completed. All scheduled recurring future payments will not be processed once the

Bill Pay service is cancelled. We may terminate or suspend Bill Pay at any time. Neither termination nor suspension shall affect your liability or obligations.

I. My Credit Manager and ID Protect Terms of Service (Consumer)

My Credit Manager + ID Protect is a third-party website that is not owned, operated, or controlled by New Omni Bank. This service is provided by Array, the third-party service provider not owned, operated or controlled by New Omni Bank and is a Linked Website as defined below. We encourage you to review the terms and conditions, privacy notices, and disclosure provided by the third-party by carefully. We do not endorse or guarantee the products, information, services, or recommendations provided by Linked Websites and are not liable for any failure of products or services provided on Linked Websites.

If you sign up for this service, you will be required to provide accurate information to register and complete enrollment. You understand that by clicking on the "I accept" button and signing up for services, you are providing "written instructions" to New Omni Bank and its employees, agents, subsidiaries, affiliates, contracts, third party data sources and suppliers, and all other credit reporting agencies under the Fair Credit Reporting Act (FCRA), as amended, to access your credit files from each national credit reporting agency and to exchange information about you with each such national credit reporting agency in order to verify your identify and to provide the products and/or services to you.

When you enroll in this service, you agree and authorize Array, its agents and employees, to provide your personally identifiable information (or, if applicable, information about your child you have enrolled) to third parties. You waive any and all claims against Array and its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. You further authorize Array and its agents and employees to obtain various information and reports about you (or your child that you have enrolled, if applicable) in order to provide the products and/or services, including, but not limited to, address history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts.

Release from Liability. We do not endorse or guarantee the products, information, services, or recommendations provided by Linked Websites and are not liable for any failure of products or services provided on Plaid. By clicking on the "I Accept" button, you agree to fully and forever discharge and release New Omni Bank and its affiliates, and their respective owners, partners, agents, operators, managers, employees and representatives ("Released Parties") from any and all claims you may have or hereinafter have for any injuries, damages, liabilities, expenses and/or causes of action, now known or hereafter known in any jurisdiction in the world, attributable

to or relating in any manner to your use of the services provided, whether caused by the negligence of Bank or any of the Released Parties or by any other reason. you acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all injuries, damages, liabilities, expenses or causes of action sustained by you while using any of the services.

J. Wire Transfer

Treasury Management Services Clients may use the Online Wire Transfer Service. The service is governed by the Master Treasury Management Agreement.

K. Mobile Banking and Mobile Deposit

You may enroll in Mobile Banking Services and Mobile Deposit. The following additional terms and conditions supplement, and supersede where inconsistent, other terms of this Agreement.

Note: If you are Treasury Management Services Clients, please refer to the Master Treasury Management Agreement and Remote Deposit Capture Service Description for Terms and Condition of the service)

Fees. We do not charge a fee for accessing Mobile Banking Service. However, your mobile service provider may charge for web access and sending/receiving text messages. It is solely your responsibility for fees that your mobile service provider may charge. Other fees separately disclosed to you in connection with your account or other transactions related fees incurred in using the Services may apply. Please refer to the Fee Schedule.

Transaction Limitation. Transaction limits apply based on the type of transactions. We may refuse to permit a transaction at any time and without prior notice if we believe it may violate applicable law.

Wireless Access. Your access to the Mobile Banking Service via your Wireless Access Device is subject to Bank's prior and ongoing approval. Bank may deny your access to all or any part of the Mobile Banking Service at Bank's sole discretion. To access the Service, you will need a compatible Wireless Access Device that is connected to the Internet through your mobile communications service provider. The availability, timeliness and proper functioning of Mobile Banking Service depends on many factors, including your Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, and your Wireless Access Device. Neither Bank nor any of Bank's service providers warrant that Mobile Banking will operate without interruption, and neither Bank nor Bank's service providers shall be liable for any loss or damage caused by any unavailability of Mobile Banking Services, including service interruptions,

delays, or loss of personalized settings. Neither Bank nor any of Bank's service providers assume responsibility for the operation, security, functionality or availability of any Wireless Access Device or mobile network which you utilizes to access the Mobile Banking Service. You agree that, when you use Mobile Banking Service, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider. You understand that those agreements may provide fees, limitations and restrictions which might impact your use of Mobile Banking Service, and you agree to be solely responsible for all such fees, limitations and restrictions. You also agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device or mobile services with your provider directly.

No Warranties.
MOBILE BANKING AND MOBILE DEPOSIT ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR VENDORS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THESE SERVICES. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. NEITHER WE NOR OUR VENDORS ASSUME ANY LIABILITY FOR THE UNAVAILABILITY OF THESE SERVICES. THIS PROVISION SHALL NOT BE DEEMED TO LIMIT OUR OBLIGATIONS AS OTHERWISE SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY LAW.

Mobile Deposit
The Mobile Deposit allows you to deposit checks electronically. If you are enrolled in Mobile Banking, the following terms and conditions apply to your use of Mobile Deposit and supplement and supersede, where inconsistent, other term of this Agreement.

Qualification. In order to enroll in this service, you must be designated as an owner of a New Omni Bank account (the "Account") that is eligible for this service and be approved by the Bank.

Conditions. As conditions to the Bank's provision of service, you must maintain the Account in good standing and comply with requirements and restrictions set forth in these Term and Conditions, as well as those of the Deposit Account Agreement.

Eligible Checks. Mobile Deposit allows you to deposit most U.S. consumer and business checks; however, certain checks are not supported through the remote

deposit channel. These items include but are not limited to: third party checks, foreign checks, substitute checks, government bonds, checks payable in a medium other than U.S. dollars.

Inspecting Physical Checks and Check Images. You are responsible for inspecting both the physical check items and check images as they appear on the screen of your mobile device. Because some physical security features on the actual checks, such as watermarks, may not survive the imaging process, you must manually examine checks prior to transmission to the Bank to verify their authenticity. Additionally, when depositing a check via Mobile Deposit, you are required to examine check images to ensure the payee name, amount, signature, and other important pieces of information are legible and in accordance with the physical check. If they are not, cancel the photograph and re-photograph the item. Any original paper check items that remain illegible after repeated scanning/photographing attempts must be physically deposited at the branch. You should regularly inspect your mobile image camera to ensure that it is operating optimally. Please refer to the user manual of your mobile device for instructions on equipment cleaning and care.

MICR Lines on the Check. The bottom of your check contains numeric information that identifies the Bank the check is drawn on, the account number, and the check number. This information is known as the MICR line (Magnetic Ink Character Recognition). A MICR defect, such as a tear in the MICR line, or markings over the MICR line may inhibit the scanner or mobile phone's ability to read this information. If you receive error messages indicating that the mobile phones is unable to read the MICR line, the check with defects in the MICR line must be physically deposited at the branch.

Marking Electronically Deposited Checks as Deposited. To help ensure that an electronically deposited check is not processed multiple times either as an electronic item and/or physical check, New Omni Bank requires that you write the words "For Mobile Deposit Only" on the endorsement line of the check (or check the pre-printed "For Mobile Deposit" box) on the endorsement line of the check to indicate that it will only be deposited electronically. We may refuse to accept items which are not endorsed in this manner. Marking a check in this way will also allow you to identify that the item has been photographed and deposited if it becomes intermingled with other undeposited checks.

Check Safekeeping, Retention, and Destruction. Check storage and the destruction of item processed through Mobile Deposit is your responsibility because the paper checks are never physically deposited with the Bank. New Omni Bank requires that Mobile Deposit customers use reasonable methods to securely store all source

documents and all related banking information until destruction. We require that deposited check items be securely stored. To help ensure that checks are not electronically processed more than once or physically deposited at the Bank after being electronically deposited. Procedures should be established to ensure that only you or other account authorized signer(s) has access to these checks during the retention period.

Availability of Funds. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you transmit your Electronic Item(s) to New Omni Bank before 4:00 PM Pacific Time on any business day, we will review and process your Electronic Item(s) on that business day. Any Electronic Item(s) received after the cut off time will be reviewed and processed on the next business day. Your Electronic Item(s) is deemed to have been reviewed by the Bank when the service generates a confirmation message.

Exception Items. Each business day, on which we review and process your Electronic Item, we will use reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item through New Omni Bank's online banking secure email or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit your obligation to the Bank.

Chargebacks. All checks posted to your account through Mobile Deposit are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited is charged back to us for any reason, you authorize us to charge any of your accounts without prior notice and at any time, for the amount of the returned item, our return fee, any interest paid on that item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your account as

well as the right to withhold the availability of funds as per the Terms and Condition of your Account Agreement.

Deposits to the Account. Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the account on the business day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at the office where the account is maintained.

Termination of Service. New Omni Bank reserves the right to terminate this service at any time and without notice, if in the Bank's sole discretion, the Bank determines that customer has abused the service or the Bank will suffer a loss if the service is not terminated immediately.

Warranties

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (I) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (II) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT THE BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (III) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY "BANK NAME" IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

You will use the service only for paper items that are payable to and endorsed by you. You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original paper items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original paper items as discussed in the Check Safekeeping, Record Retention and Destruction section of this document.

Indemnification Obligation. To the extent expressly prohibited by applicable law, you agrees that you will indemnify and hold Bank harmless against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) any fine, penalty or sanction imposed on Bank by, any clearing house, or any governmental entity, arising out of or connected with any Imaged Item processed by Bank for you or at your instruction; (ii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to Bank; (iii) any loss or corruption of data in transit from you to Bank; (iv) any claim by a third party resulting from Bank's breach of warranty regarding the paid status or image quality of a check you have presented through the Service; or (v) any claim by any recipient of a Substitute Check corresponding to a Check processed by you under this Service Description, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check.

9. Mobile Banking End User License Agreement

Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

Restrictions. You shall not: (a) modify, revise or create any derivative works of the Software; (b) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (c) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (d) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or

copyright.

Disclaimer of Warranty

THE SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF $10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

U.S. Government restricted rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the Software. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

Content and services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

10. Excess Activity Charges

There are transaction limitations based on the 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 cycle. New Omni Bank will charge an Excess Activity Charge in accordance to our current Schedule of Fees

11. Communication with New Omni Bank via Email

If you contact New Omni Bank by email at a legitimate New Omni Bank 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 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 Bank may email you newsletters, articles, products or service alerts, new product or service announcements, offers. If you prefer not to receive this type of information, please contact us at calling (626) 626-9850, send a message to us vis Mail communication in the online banking service, or Email: esupport@newomnibank.comin Monday through Friday from 9:00 a.m. to 6:00 p.m. Pacific Time excluding holidays observed by the Federal Reserve Bank.

12. 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: New Omni Bank, National Association
1414 South Baldwin Ave.
Arcadia, California 91007

Our Online Banking Department business hours are Monday through Friday from 9:00 a.m. to 6:00 p.m. Pacific Time excluding holidays observed by the Federal Reserve Bank.
A. Unauthorized Access or Transaction on Consumer Accounts
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 $50.00 if

someone used your online banking password without your permission to access a New Omni Bank 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 $500.00 if someone used your online banking password without your permission to access a New Omni Bank 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.
B. Unauthorized Access or Transaction on Business and other non-personal Accounts
For business and other non-personal accounts, our obligations stated in Section 11A, Section 12, and statement on the back of the periodic statements do not apply. The owners or authorized signers of business and/or other non-personal accounts must contact us immediately upon the discovery of any unauthorized transactions or errors. A written notice describing the unauthorized transactions or access must be submitted to us within fourteen (14) days from the date of discovery or within fourteen (14) days of the receipt or availability of the first statement or notice reflecting the transaction in question.
We may process any online instruction we believe is given by you if your User ID and Password were used for the transaction. You will be obligated for the transaction even if the instruction is not transmitted or authorized by you. New Omni Bank will not be liable for any special or consequential damage under any circumstances.

13. Errors or Questions Regarding your Consumer Accounts

If you have a question or there is an error or discrepancy related to a transaction between your New Omni Bank accounts that you completed using Online Services, please contact us calling (626) 626-9850, send a message to us vis Mail communication in the online banking service, or Email: esupport@newomnibank.comin Monday through Friday from 9:00 a.m. to 6:00 p.m. Pacific Time excluding holidays observed by the Federal Reserve Bank.
Contact us as soon as you identify any errors or discrepancy on your statements or transaction record. For Consumer Accounts Only: 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.

14. 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,

• 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 Bank, external to another financial institution, or through Bill Pay;
• If the funds in your account are subject to legal process, uncollected funds hold, or are otherwise not available for withdrawal;
• If the Activated Account is closed or frozen;
• If the information supplied by you, or anyone you allow to use your Online Services, is incorrect, incomplete, ambiguous, or untimely;
• 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;
• If Online Services were not working properly and you knew about that when you started the transfer, transaction, or activity;
• 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;
• 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;
• 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;
• If we made a timely payment, but the payee refused to accept the payment or did not promptly credit your payment after receipt;
• If any third party through whom any bill payment is made fails to properly transmit

the payment to the intended payee;
• If you, or anyone you allow to use your Online Services, commits any fraud, or violates any law or regulation; or
• If any other exception exists in an agreement with you.

15. 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.

16. Indemnification

You agree to indemnify and hold harmless New Omni Bank, our affiliates, successors, assigns, each and every one of our 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 Bank or Related Persons’ gross negligence or intentional misconduct.

17. Links to Third Party Sites

For your convenience only, the New Omni Bank website and/or Online Services may contain links to non-New Omni Bank websites (“Linked Website(s)”). While New Omni Bank will attempt to select and provide links to Linked Websites that it believes may be of interest to you, New Omni Bank does not screen, review, approve, or

otherwise endorse any content or information contained in any Linked Website or endorse its security. New Omni Bank 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 Bank, New Omni Bank 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 Bank 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.

18. Schedule of Fees

Please see our Schedule of Fees.

19. 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.

20. 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.

21. 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 Bank 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 Bank 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.

22. 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.

23. Privacy

We respect your privacy. Please see New Omni Bank's Privacy Notice and Statement for more information.

24. Intellectual Property

All copyright, trademark, design rights, patents and other intellectual property rights (registered and unregistered) in and on the New Omni Bank website belong to New Omni Bank, N.A. and/or our licensors and is provided for your personal, non-commercial use only. New Omni Bank reserves all its rights in the New Omni Bank 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 Bank or any other third party except as expressly provided in this Agreement.

25. Arbitration.

Any dispute, claim, or controversy arising out of this Agreement, your online or mobile banking services, or the relationship between you and the Bank ("Claims") shall be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as amended from time to time. You agree that the arbitration will be conducted in Los Angeles, California or another location mutually agreed upon by the parties. The arbitration shall be conducted by a single arbitrator selected in accordance with the AAA Commercial Arbitration Rules and may be conducted in person, by video conference, or by teleconference at the arbitrator's discretion. The arbitrator shall apply applicable federal laws and California laws without regard to conflict of laws principles and shall have authority to award all remedies available under applicable law. You agree that judgment on the arbitration award may be entered in and enforced by any court having proper jurisdiction.

By agreeing to arbitration, you and the Bank understand and agree that each is waiving the right to a trial by jury and the right to participate in a lawsuit, except to the extent such waiver is not permitted by applicable law.

To the fullest extent permitted by law, Claims must be brought in the parties' individual capacity and not as plaintiffs or class members in any purported class, collective, or representative proceeding. The arbitration shall not have authority to conduct any class, collective, or representative arbitration.

This Arbitration term shall survive the termination of your online banking relationship with the Bank and shall remain enforceable regardless of any claim that the Agreement is void or voidable.

ONLINE BANKING SERVICE DESCRIPTION
(Treasury Management Services Clients)

The Online Banking Service Description is part of the Master Treasury Management Services Agreement. Client identified in the Acceptance of Master Treasury Management Services ("Acceptance") has engaged New Omni Bank, National Association ("Bank") to perform the services (collectively, the "Services") selected by Client in the Acceptance and approved by Bank. Clients acknowledge that the Master Treasury Management Services Agreement and its services description has been reviewed and accepted. Any reference to the Master Agreement shall be deemed to include the Master Treasury Management Services Agreement, the Acceptance, the respective Service Descriptions, and the Supporting Documents, unless otherwise stated. Unless otherwise agreed in writing, the Master Agreement including the Service Descriptions and Supporting Documents will be deemed accepted by Client

upon provision by Bank of a Service to Client.

Subject to Bank's prior approval and system limitations, Client's Online Banking Service may include the following:
• View balances, and Account history on Client's linked Accounts;
• Access Account periodic statements electronically;
• Transfer funds between linked Accounts, excluding certificates of deposit;
• Make loan payments to eligible linked loan Accounts (collectively, "Loan Transfers");
• Request check stop payments;
• Initiate domestic and international funds transfer requests ("Funds Transfer Service");
• Initiate bill payments ("Bill Payment Service");
• Transaction Export - export your account transaction data to your personal or business financial software, such as Quicken, or QuickBooks.
• Check Positive Pay and ACH Positive Pay ("Check Positive Pay & ACH Positive Pay Service");
• Originate automated clearing house ("ACH") entries ("ACH Service");
• Remote deposit capture service ("RDC Service");
• Set up account alerts;
• Budget Management
• Access Online Banking Services using Client's wireless access device ("Mobile Banking Service"), including mobile check deposits ("Mobile Deposit").

1. Online Banking Service. New Omni Bank, National Association ("Bank") hereby offers its Client and Client hereby accepts the online banking service described in this Service Description (the "Online Banking Service"). The Online Banking Service is an Internet based service that enables Client to access its accounts and to facilitate certain electronic services online, as identified in and subject to this Service Description. Bank reserves the right, without prior written notice to Client, to place, from time to time, limits on Client's right to use the Online Banking Service. Additional Online Banking Services may be added to or removed by the Bank from time to time. Bank may allow loans and lines of credit to be linked, in which case, Client agrees that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. Bank may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. Some Online Banking Services may not be available without special application to and approval by Bank, may be limited to specific types of accounts, and may require Client to agree to additional terms and conditions.

2. Master Treasury Management Services Agreement; Separate Service Descriptions. This Service Description forms part of the Master Treasury Management Services Agreement ("Master Agreement") executed by Client. In the event of conflicts between the terms of this Service Description and the terms of the Master Agreement, the terms of this Service Description shall control. To the extent Client is enrolled in the Check Positive Pay & ACH Positive Pay Service, the ACH Service, or the RDC Service, Client's use of the service will also be subject to the terms and conditions of the separate Check Positive Pay & ACH Positive Pay Service Description, the Automated Clearing House (ACH) Service Description, and the Remote Deposit Capture Service Description, respectively. Defined terms in this Service Description shall have the meaning provided in the Master Agreement, unless otherwise defined in this Service Description. An "account" shall mean any deposit or loan account Client maintains with Bank and can include all accounts and products Client uses with Bank. Client's "Account" shall mean the account(s) accessible through the Services.

3. Account Designation. Client may need to designate certain accounts for specific purposes in connection with some of the Online Banking Services. If Client links more than one checking account to certain transactional services, Client will need to specify the account from which transfers should be made. Bank is not obligated to establish access to any or all of Client's accounts, and not all Online Banking Services are available with all accounts.

4. Administrator and User(s). If prompted by the Online Banking Service, Client will appoint an individual to act as an administrator (for the purpose of this Service Description, referred to herein as "Administrator") with the authority to determine who will be authorized to use the Online Banking Services on Client's behalf. The Administrator will be able to designate additional users ("Users") and remove existing Users. The Administrator will also determine what Online Banking Services will be available to particular Users, when to change passwords (minimally every 90 days, system default, or less), and any limitations on the use of the Services by individual Users.
Bank will not control or oversee the Administrator function. Client agrees to all actions taken by the Administrator, or any User designated or authorized by the Administrator, and all such persons are Client's agents for purposes of use of Online Banking Services, each authorized to act individually or in concert. The fact that Bank is, or may be made aware of, or could have discovered, any limitation on access to the Online Banking Service does not make Bank obligated to enforce or attempt to enforce any limitation. Client understands that the Administrator and each User may utilize Online Banking Services (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an Account.

For example, the Administrator and each User will be able to utilize the Online Banking Services regardless of whether they are also authorized signers on the Client's signature card.

5. Communications; Security Devices. For the purpose of this Service Description, Communications shall have the meaning provided in the Master Agreement and shall include Communications to Bank in connection with the Online Banking Service. For the purpose of this Service Description, Security Devices shall have the meaning provided in the Master Agreement and shall include but not be limited to any Security Devices used to access Accounts and to use the Online Banking Services. Bank may offer to Client or require Client to use additional authentication tools or methods from time to time. If Client chooses not to implement supplemental authentication tools, Client's access to some or all Online Banking Services may be limited. The term "Security Devices" will include any supplemental authentication tools that are made available by Bank and used by Client.
Client has the responsibility of ensuring that Client has the current security patches installed and configured, Client maintains up-to-date virus detection program(s), and that Client regularly scans for the existence of malware and spyware and takes appropriate action if found. Clients expressly acknowledge that encryption of data transmissions does not guarantee privacy. Data transferred via the Service is encrypted in an effort to provide transmission security. Notwithstanding Bank's efforts to insure that the Services are secure, Client acknowledges that the Internet is inherently insecure. Bank cannot and does not warrant that all data transfers utilizing the Services will not be monitored or read by others.

6. Access to Account Data. Subject to system limitations, Client can obtain balance and other Account information through the Online Banking Services. Since certain information and transactions may not be processed by Bank until after the close of Bank's business day, some transactions may not be reflected in the online banking system ("System") until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in the System. If Client is unable to access the System for any reason, Client may contact Client's branch of Account for account information.

7. Electronic Statements. Periodic statements ae available to Client in electronic form only unless a paper statement is requested. Paper statements will be made available for an additional charge. In addition, ongoing terms currently provided on the back of client's statements, notices posted as messages on the face of the statement, and all notices and other communications typically communicated via a statement will be

communicated electronically. Client agrees to review Client's electronic statements. Client agrees to review
Client's electronic statements in a timely manner, just as Client would paper statements, and to promptly notify Bank of any errors, unauthorized activity or other problems, as provided in Bank's agreement with Client. Client will be deemed to receive electronic statements when they are made available to Client. Any time periods within which Client must notify Bank of any problems or errors reflected on Client's statement(s) will begin on the date Bank makes the electronic statement available to Client, regardless of when it is actually viewed by Client. Bank reserves the right to determine from time to time which accounts are eligible for electronic statements. A valid email address may be required to be maintained by Client with Bank. If Client fails to maintain a valid email address with Bank, Client acknowledges and agrees that any electronic statement shall nevertheless be deemed to have been provided to Client if emailed to the email address Bank has on file for Client. Bank reserves the right, in its sole discretion, to discontinue providing statements in electronic form. If Client receives images of checks or receives cancelled checks with Client's paper statements, Client understands that paper copies of these items will not be available once Client elects to receive electronic statements. Electronic images of these items will be available for a limited time, subject to system limitations, through the System. If Client cannot access, print or view an electronic statement, Client agrees to contact Bank immediately at (626) 626-9850 to make alternate arrangements. Client agrees to periodically logon and check on the delivery of new electronic statements.

8. Account Transfer Limitations. All transfers to and from an Account will be subject to the terms and conditions applicable to the Account as set forth in the deposit agreement governing the Account, including but not limited to transfer limitations. If Client exceeds these limits, Bank may impose a fee. In addition, there may be other transfer limits addressed in the Supporting Documents.

9. Account Information Services. The Services include the ability to obtain Account information, subject to system limitations. Balances and transaction information reflected in the Service may not reflect all transactions against an Account on the day the transaction occurs. Some transactions may not be reflected by the system until the following business day. Services performed during nightly processing may not succeed when applied to Client's actual balance at the end of the nightly processing. Posted transactions may be reversed due to insufficient funds, stop payment orders, legal process, or other reasons. Certain balances may not be subject to immediate withdrawal, may include deposits still subject to verification or other items in the process of being posted to the account, and may not include outstanding checks, debits or credits. Client understands and agrees that Account information may not

reflect transfers made by multiple users from the same Account if different login credentials are used for the same Account. Client agrees to communicate to other persons with authorized access to Client's Accounts concerning any transfers from Client's Accounts, in order to avoid overdrafts. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in Client's access to online information. If Client is unable to access the Services for any reason, Client may contact Bank directly.

10. Book Transfers.

Book Transfers are funds transfers between your eligible linked accounts with the Bank. Client may only transfer funds within the United States. Client must not use the Service to transfer funds to or from an account that Client does not own or not authorized. Transactions posted to Client's account as of a certain business day may not be reflected in account balances reported by the Service until the following business day. Information on transfers to or from Client's accounts will be reflected on Client's periodic statements, will be available to Client online, and can be obtained by calling (626) 626-9850. Bank does not provide any other notice of the receipt, transmittal or debiting of funds transfers.

Scheduling Fund Transfers. Client may instruct Bank to initiate single or recurring fund transfers on any business day (the "Transfer Process Date"), subject to system limitations. If the Transfer Process Date for an automatic transfer fall on a weekend or holiday, the transfer may be sent the following business day. To initiate a transfer, Client must specify the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

Erroneous Transfer Instructions. Client assumes sole responsibility for accurately describing transfer amounts, dates, accounts, financial institutions, and addresses. Bank is not responsible for confirming such information, or for identifying or refusing to process duplicate transfer instructions. If Client gives Bank a transfer instruction that is incorrect in any way, Client agrees that Bank may charge Client's account for the transfer whether or not the error could have been detected by Bank. Bank is not obligated to detect or correct errors in Client's transfer instructions.

Rejecting Transfer Instructions. Bank may reject transfer instructions with or without cause or prior notice. Bank may reject a transfer instruction, for example, if Client does not have sufficient available funds to cover the transfer or the transfer instruction is unclear, ambiguous or incomplete. If Bank rejects a transfer, Client may need to re-enter the information if Client wishes to make the transfer at a later date.

Changing or Cancelling Transfer Instructions. For same-day Book Transfer, once submitted, the transfers cannot be cancelled through online banking. For future dated Book Transfers, the transfers can be cancelled through online banking up to 9:00 P.M. Pacific Time on the business day before the Transfer Process Date.

11. Loan Transfers.

Eligible Loan Transfer Accounts. Eligible linked Loan Transfer Accounts must be preapproved by Bank for this feature. Client agrees that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized pursuant to this Agreement. Bank may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements.

One-Time Payment. Client can use the Loan Transfer feature to make "on-us" loan Account payments ("Loan Payment(s)"). The Loan Transfer will be processed on the Loan Transfer processing date ("Loan Transfer Processing Date"); provided that the Loan Transfer Processing Date selected by Client is a business day and Client submits the one time Loan Transfer instruction prior to the Loan Transfer cutoff hour for that date. If Client selects a Loan Transfer Processing Date that is not a business day or submits a Loan Transfer instruction after the Loan Transfer cutoff hour for that date, then the Loan Transfer Processing Date may be the next business day.

Loan Payments. Client may designate Loan Payments as regular installment(s). If funds transferred will be applied as a regular installment payment, Client is responsible for ensuring that Client initiates an Loan Payment instruction in time for the payment to be received by Bank before Client due date. Bank is not responsible for any damages, costs or fees Client may suffer if Client does not allow sufficient time between the Processing Date and the due date.

Loan Transfer Changes and Cancellation. Client may change or cancel a Loan Transfer instruction via the Service as long as Client submits the change or cancellation request by the applicable cutoff hour, prior to the Loan Transfer Processing Date for the Loan Transfer instruction and Client follows the Loan Transfer instructions provided by the Loan Transfer feature for changes and cancellations.

12. Bill Payment Service.

Bill Payment Account Designation; Payment Details. When using the Bill Payment Service, Client must designate the Account ("Bill Payment Account") from which the bill payments ("Bill Payments") are to be made. For each Bill Payment, Client will also be required to provide the complete name of the payee, the account number and the payee's remittance address (exactly as shown on the billing statement or invoice), the amount of the payment and the date Client wants the payment to be processed by Bank ("Send on Date"). Transactions through the Bill Payment Service begin processing 2 days prior to the scheduled payment due date ("Scheduled Payment Date") for electronic payments and 4 Business days prior to the Scheduled Payment Date for check payments. When scheduling payments, Client must select a Scheduled Payment Date that is no later than the due date reflect on Client's payee statement

unless the due date falls on a non-business day and no earlier than 365 days from the date that Client is scheduling the advanced payment. If the actual due date falls on a non- business day, Client 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 Client's regular payments vary in amount, Client may select the parameters of Client's 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 Client's own parameters that will allow Client to automate a bill if the amount of the bills is within a specific dollar amount range.

Clot yet entered into processing. If Clieient may stop payment on previously scheduled Bill Payments by calling Bank at (626) 626-9850, or writing New Omni Bank, National Association, 1414 South Baldwin Ave., Arcadia, California 91007, 91801, provided the Bill Payment has nnt calls, Bank may also require Client to put the stop request in writing and get it to Bank within 14 days after Client's call. Client will be charged a fee for each stop-payment order.

Use of Vendors; Use of Information. Bank may use one or more bill payment vendors to provide the Bill Payment Service, and Client understands that various financial intermediaries and their servicers may be involved in processing any one of Client's Bill Payment instructions. These intermediaries may benefit from interest that accrues on Bill Payments between the time Client's Bill Payment Account is debited and the time the payee is paid. Any information Client provides may be used by Bank or any of these other parties to complete or otherwise deal with Client's transaction or comply with any laws, rules or regulations. If there is a dispute between Client and Bank, or either party and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any Bill Payment), Client authorizes Bank to obtain information regarding Client, Client's account and Client's Bill Payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information regarding Client.

Setting-Up Payees. When Client signs onto the Bill Payment Service, Client must establish Client's list of payees. A payee is anyone, including Bank, that Client designates to receive a Bill Payment; provided that Bank accepts the payee for the Bill Payment Service. Bank reserves the right to reject any payee at any time, at its discretion. Bank is not responsible if a Bill Payment is not made to a payee because Client provided Bank with incomplete, incorrect or outdated information regarding the payee or Client attempted to make a payment to a payee that is not on Client's authorized list of payees. Payments to payees outside of the United States or its territories are prohibited through the Bill Payment Service.

Available Funds. For Bill Payments, Client will need to have sufficient available funds in Client's designated Bill Payment Account to cover the amount of the Bill Payment on the Scheduled Payment Date. Client can initiate Bill Payments up to the

available funds in Client's Bill Payment Account. If Client exceed these limits, then Bank may prevent (or reverse) Bill Payments in any order and in any amount that Bank choose, even if the result is to reduce Client's transactions to a level below the amounts needed to pay Client's bills.

Non-Recommended Payees. Unless Client is enrolled in Bank's Electronic Tax Payment Service, Bank does not recommend that Client use the Bill Payment Service to pay Client's federal, state or local taxes, courts or other governmental entities. Bank will not be liable for penalties, interest or other damages of any kind if Client tries to use the Bill Payment Service to remit or pay money for taxes, or to courts or governmental agencies.

Payment Methods. Bank reserves the right to select the method in which to remit funds on Client's behalf to Client's payees. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off Bank's third party service provider's account), or a demand draft payment (where a negotiable instrument is created and drawn off of Client's Bill Payment Account).

Payment Cancellations. Client may cancel a payment that has been scheduled through the Bill Payment Service but has not begun processing as long as Client logs onto the Service prior to the Send on Date for the Bill Payment instruction and Client follows the Bill Payment instructions provided by the Bill Payment Service for changes and cancellations. Client's ability to stop payment on a processed Bill Payment will depend on the payment method and, if by check, whether or not the check has cleared. The Bill Payment Service must have a reasonable opportunity to respond to any stop request. To stop payment on any Bill Payment that has already been processed, client must call Bank. Fees and additional documentation may be required by Bank to process a stop payment request. Bank will have no liability to Client for Bank's refusal or failure to stop a Bill Payment that has already been processed.

Accurate Information on Payees. If the Bill Payment Service provides Client with a series of options regarding payee address or location, Client is responsible for correcting that information if such information does not agree with Client's records or with Client's particular bill. Bank and the others that handle Client's Bill Payment (including the payee's bank) are entitled to rely on information Client supplies, such as the payee's account number or the routing number of the payee's bank, even if the name Client gives to Bank and the number Client gives to Bank identify different persons.

Automated Clearing House Entries. Electronic payments that are made through the Automated Clearing House ("ACH") are subject to the rules of the ACH, and Client agrees to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, Client will not be deemed to have paid the payee the amount of the bill payment.

13. Funds Transfer Services.

Client is responsible for all wire transfer requests ("Requests") to the fullest extent provided by law and as set forth in this Service Description. A "Request" includes a "payment order," as defined in Division 11 of the California Commercial Code. Bank may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer, internal transfer) to be used when acting on upon Client's Request.

Payment Account Designation. When Client initiates a Request, Client authorizes Bank to charge the designated Account for the amount of the payment, plus any applicable fees and charges imposed by Bank or by any intermediary bank. Each Request authorizes Bank and any intermediary bank to obtain payment for fees and expenses, including our and those of any (including subsequent) intermediary bank(s). Bank and any intermediary bank may obtain payment by issuing a payment order in an amount that is reduced by the amount of these fees and charges. Bank may but is not obligated to provide Client with advance notice of intermediary bank fees and charges. Client agrees that Bank may retain or be paid a portion of any fees or charges imposed or collected by an intermediary bank. Client agrees that if an intermediary bank is used whose fees and charges are not disclosed to Client in advance, then Bank is not liable in any manner whatsoever for any losses or damages Client may suffer as a result of that bank's processing a payment order in an amount less than the payment order given requested by Client.

Accuracy. Client assumes the sole responsibility for providing Bank with accurate transaction information in the form and format that Bank requires. Bank is not responsible for confirming such information, or for failing to detect and reject duplicate Requests. If Client provides Bank with a Request that is incorrect in any way, Client agrees that Bank may charge Client's accounts for the transaction whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Client's transfer or payment instructions.

Account Transfer Limitations. All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the deposit agreement governing the account, including but not limited to transfer limitations. If Client exceeds these limits, Bank may impose a fee. In addition, there may be other transfer limits addressed in the Supporting Documents.

Communications; Security Procedures. For the purpose of this Service Description, Communications shall have the meaning provided in the Master Agreement and shall include Requests to Bank in connection with the Funds Transfer Service. For the purpose of this Service Description, Security Procedures shall have the meaning provided in the Master Agreement and shall include but not be limited to any Security Procedures used to access accounts and to use the Funds Transfer Services. More specifically, Client has selected the Security Procedures applicable to the Funds Transfer Service as identified in the Acceptance, or the Supporting Documents, as

applicable. Bank may offer to Client or require Client to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Client chooses not to implement supplemental authentication tools, Client's access to some or all Funds Transfer Services may be limited.
Funds Transfers Cutoff Hours. A Request is considered executed when Bank executes it. If a Request is received after the cutoff hour or on a day that is not a business day, Bank will automatically process the Request the following business day.
Subject Rules and Regulations. Client acknowledges that any Request executed by Bank will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations. Client acknowledges and agrees that Bank may capture and transmittal information regarding a Request (for example, beneficiary's name and address, other beneficiary identifiers and beneficiary's account number) as part of the processing of a Request. Client agrees to assist Bank in connection with any requirements imposed on Bank fulfilling Bank's obligations in this regard.

14. Check Stop Payment Service. Client may use the Online Banking Services to stop payment on checks that Client has written against Client's Accounts. Client may stop payment on a check by providing Bank with timely, complete and accurate information prompted by the Service, which may include one or more of the following: the number of the Account in question; the date of the item; the item number; the payee information and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, Bank will not be responsible for failing to stop payment on the item. Requests become effective when Bank has had a reasonable opportunity to confirm their receipt and have verified that the item has not been paid. Client is responsible for reviewing all information available to Client to determine whether a check has already been paid, including Client's account statements. Information available online may not include sufficient current and historical information to verify whether a check has been paid. Client's receipt of a Check Stop Payment confirmation via the Service, or acceptance of Client's request via the Service, does not conclusively represent whether or not the check has already been paid. Bank may accept a Check Stop Payment request from Client with respect to a check that has already been paid, and Bank will have no obligation to determine or notify Client that such check was previously paid. In any event, Bank must receive Client's Check Stop Payment request sufficiently in advance to provide Bank with a reasonable opportunity to process Client's request in sufficient time prior to presentment of the check. To confirm whether a stop payment has been placed on a check, Client agrees to communicate with Bank by telephone. System messages regarding Bank's receipt of Client's stop payment order, or other system communications may not be relied on by Client to confirm whether a stop payment order has been placed.

Client may not use this check stop payment service to stop payment on any electronic fund transfer (EFT) transaction, point-of-sale EFT transfer; any cashier's check, certified check or other official institution check that Client has purchased from Bank or any check which Bank has guaranteed. Client understands that its stop payment request is conditional and subject to Bank's verification that the check has not already been paid, or any Online Banking Service has not already been performed, or that stopping payment may subject Bank to risk of loss or damages under any law or regulation (including clearing house or other processor rules).
All Stop Payment orders, renewals and revocations of stop orders will be subject to Bank's current policy on stop payment orders. From time-to-time, the System may be inoperable. If that occurs, Client's request can be communicated to Bank by telephone. Telephone requests will expire unless confirmed in writing within 14 days. A check stop payment order is effective for six (6) months only and will expire automatically, at which time Client is responsible for any renewal desired by Client for another six (6) month term. There will be a fee assessed for each stop payment request processed.

15. Mobile Banking Service.
Some Online Banking Services may not be accessible while using Client's wireless access device ("Wireless Access Device"). Additional Mobile Banking Services may be added to or removed by Bank from time to time. Some Mobile Banking Services may not be available without special application to and approval by Bank, may be limited to specific types of accounts, and may require Client to agree to additional terms and conditions which may be presented online at the time the feature is activated.
Mobile Deposit. Client's use of the Mobile Deposit feature within the Mobile Banking Service will also be subject to the terms of the separate Remote Deposit Capture Service Description.
Access and Use of Mobile Banking Service. Client's access to the Mobile Banking Service is subject to Bank's prior and ongoing approval. Bank may deny Client's access to all or any part of the Mobile Banking Service, at Bank's sole discretion. To utilize the Mobile Banking Service, Client must contact Bank and also be enrolled in Bank's Online Banking system. Additionally, to access and utilize the Mobile Banking Service Client will need a compatible Wireless Access Device. To access the Mobile Banking Service and functions, Client's Wireless Access Device must be Internet enabled and connected to the Internet through Client's mobile communications service provider. In order to properly use the Mobile Banking Service, Client should review and follow the instructions provided in Bank's Online Banking system. Client accepts responsibility for making sure that Client, and anyone acting on Client's behalf, knows how to properly use the Wireless Access Device. Bank reserves the right to change, add to, or terminate services with Bank's third-

party software providers, to substitute different software providers, and to enter into or arrange for the provision Mobile Banking Services by other licensors and third-parties.

Client agrees to exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by Bank or otherwise required for use of the Mobile Banking Service and shall further prevent the use of the Mobile Banking Service by unauthorized persons. Client assumes full responsibility for the consequences of any missing or unauthorized use of or access to the Mobile Banking Service or disclosure of any confidential information or instructions by Client, or anyone acting on Client's behalf.

Hardware and Software. Client is responsible for obtaining and maintaining the compatible Wireless Access Device required in order to access Online Banking.

Mobile Banking Service Limitations. The availability, timeliness and proper functioning of the Mobile Banking Service depends on many factors, including Client's Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software, and Client's Wireless Access Device. Neither Bank nor any of Bank's service providers warrant that the Mobile Banking Service will operate without interruption, and neither Bank nor Bank's service providers shall be liable for any loss or damage caused by any unavailability of the Mobile Banking Services, including service interruptions, delays, or loss of personalized settings. Neither Bank nor any of Bank's service providers assume responsibility for the operation, security, functionality or availability of any Wireless Access Device or mobile network which Client utilizes to access the Mobile Banking Service.

THE MOBILE BANKING SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

Client agrees to exercise caution when utilizing the Mobile Banking Service on Client's Wireless Access Device and use good judgment and discretion when obtaining or transmitting information.

Relationship to Third Party Agreements. Client agrees that, when Client uses Mobile Banking Services, Client remains subject to the terms and conditions of Client's existing agreements with any unaffiliated service providers, including, but not limited to Client's mobile service provider. Client understands that those agreements may provide for fees, limitations and restrictions which might impact Client's use of the Mobile Banking Services (such as data usage or text messaging charges imposed on Client by Client's mobile service provider), and Client agrees to be solely responsible for all such fees, limitations and restrictions. Client also agrees that only Client's

mobile service provider is responsible for its products and services. Accordingly, Client agrees to resolve any problems pertaining to Client's Wireless Access Device or mobile services with Client's provider directly.

Security of Data in Transition and Storage. Client expressly acknowledges that any wireless access to Client's accounts may not be secure and, as such, Client assumes the risk associated with unauthorized access to the Banking Service and any information contained therein, resulting from such wireless connectivity. Client assumes all risk that any information Client downloads or otherwise stores on Client's Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, Client acknowledges that Client's Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). Bank is not responsible for advising Client of the existence or potential effect of any malware. Client's use of Client's hardware and software is at Client's own risk.

Bank is not responsible for the security and confidentiality of information when Client: (i) uses wireless connections to download Client's account information, in which case Client acknowledges such connection may permit other persons to access the information being downloaded, or (ii) allows other persons access to Client's Wireless Access Device. Client agrees that any account information that Client downloads is done at Client's own risk, and Client is solely responsible for any damage that might occur to the electronic device to which Client downloads any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

CLIENT AGREES TO TERMINATE THE MOBILE BANKING SERVICE OR DISABLE CLIENT'S REGISTERED WIRELESS ACCESS DEVICE FROM THE MOBILE BANKING SERVICE IMMEDIATELY IN THE EVENT CLIENT'S REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY CLIENT.

16. Account Alerts. The account alerts ("Alerts") feature is a convenience tool that permits Client to request automated notification in specific situations. Alerts do not replace standard communications Client receives from Bank concerning Client's accounts. If Client elects to receive Alerts by text messaging from Bank, Client acknowledges that such messages will be automatically sent to Client's Wireless Access Device. Client assumes all responsibility for the secure receipt of the text messages and acknowledges that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed or prevented by factor(s) affecting Client's access, including Internet service provider(s), phone operator(s), and other relevant entities. Bank guarantees neither the delivery or the accuracy of the contents of any Alert. Bank will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any

Alert: (ii) inaccurate content in an Alert; or (iii) Client's use or reliance on the contents of any Alert for any purposes. Bank reserves the right to terminate any request from Client for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. Client may stop or suspend non-mandatory Alerts at any time.

Client acknowledges that Client's mobile service provider may charge for sending and receiving text messages on Client's Wireless Access Device. For help, text HELP to 20736 and to cancel text alerts, text STOP to 20736 at any time.

Consent For Bank to Contact Client By Email and Phone, Including Cell Phone and Text Messaging Client agrees that Bank and its affiliates and agents may contact Client at any email address or telephone number Client provides to Bank (including cell phone calls and text messages) to communicate with Client regarding Client's account, any transaction with Bank, and/or Client's relationship with Bank. Client further represents to Bank that Client owns the email addresses and telephone numbers Client provides to Bank, or that Client is authorized to provide this consent on behalf of the owner. Client authorizes Bank to make autodialed, prerecorded or artificial voice ("PAV") calls to any number(s) Client provides and Client acknowledges that, in any event, by voluntarily providing Client's telephone number(s) to Bank, Client expressly agrees to receive autodialed, PAV messages and texts from Bank, including from Bank's affiliates and third parties calling on Bank's behalf. Client's service provider may impose a charge for those calls/messages, including message and data rates. If necessary, Client may change or remove any of the email addresses or telephone numbers at any time by contacting Bank at (626) 626-9850.

Right to Opt-Out. Client may opt-out of autodialed, PAV calls or text messages from Bank at any time. To opt-out of autodialed and PAV calls (but not text messages), call (626) 626-9850 or e-mail Bank at econtact@newomnibank.com. Client may also opt-out of receiving text messages from Bank, subject to applicable law. To opt-out of text messages, reply STOP to any text message Client receives. For help, text HELP. Client acknowledges and agrees that Client may receive a text message confirming Client's opt-out.

17. E-Mail Communications. While access to Bank through the secure email function of the Services is "on-line," messages sent to Bank through email are not reviewed by Bank personnel immediately. If immediate attention is required, Client must contact Bank by telephone or in person. The email function is not intended for use by Client to initiate a transaction on Client's account(s), including check stop payment orders. If Client sends Bank an email message outside of the secure logon feature within the Services, Client's communication will not be secure and Bank's receipt and response to the email may be further delayed. Client agrees not to rely on any form of email communication for any matter requiring immediate attention.

Client's secure email messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise expressly provided herein, email messages will not serve as a substitute for any requirement imposed on Client to provide Bank with "written" notice.

18. Inconsistencies. If a beneficiary of any requested Online Banking Service, including but not limited to Bill Payments, Funds Transfer Service requests, ACH Service transmissions, payment orders or other money transactions, or any other Communication from Client (collectively, "payment order"), is identified by both name and account number, payment may be made by Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and account number, Bank and other financial institutions may rely on the account number even if the name and the account number are not consistent or identify different parties.

19. Provisional Credit. Client acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. Client agrees that when Bank gives Client credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Bank receives final settlement for the payment order. Bank may delay availability of provisional funds at its discretion. If Bank does not receive final settlement, Client must return the funds previously credited to Client's account to Bank, and the person who sent the payment order will not be treated as having paid Client. Bank may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if Bank believes in its sole discretion that there may not be sufficient funds in Client's account to cover chargeback or return of such transaction.

20. Cutoff Hours. A number of Bank's Online Banking Services are subject to processing cutoff hours. The cutoff hours applicable to each Online Banking Service is reflected in the Supporting Documents. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Alternatively, some Online Banking Services may require Client to resubmit an instruction when it is received after the cutoff hour or on a non-business day.

21. Uploaded Content; Linked Sites and Advertisements. From Bank's website, Client may be able to access uploaded content provided or operated by third parties. Unless Bank tells Client otherwise in writing, Bank does not operate or control any such

content or any of the information, products or services on such linked websites. Client acknowledges and agrees that: (i) Client accesses such content and linked sites at Client's own risk; (ii) Bank makes no representation or warranty, and assumes no responsibility for, content on Bank's website and any linked site or the actions or omissions of its/their owners, operators or providers (iii) Bank makes no endorsement of, and assumes no responsibility for, content uploaded to Bank's website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, Client may be exposed to content that is offensive, indecent or objectionable; and (v) although Bank may have a contractual or other relationship with the operators of a linked website or the providers of content, Bank will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. Client agrees to hold Bank harmless in connection with all of the foregoing.

Bank reserves the right, but shall have no obligation, to reject, move, or delete content that Bank, in Bank's sole discretion, believes violates this Service Description, or contains content, including viruses, that may interfere with the operation of Bank's website. Bank may, but has no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. Bank shall have the right, but not the obligation, to disclose content to any third party if required or permitted by law or if Bank believes reasonably necessary to: (a) comply with legal process; (b) enforce this Service Description; (c) respond to claims that any content violates rights of third parties; or (d) protect Bank's rights, properly, or personal safety, or those third parties.

22. Third Party Content. Bank may receive, process, and make available to Client content that Bank receives from Client and others. In this regard, Bank is merely a passive conduit for such content, although Bank reserves the right to block or remove any content that Bank believes violates this Service Description. Bank assumes no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that Client or others provides to Bank, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. Bank will not have a duty to interpret or evaluate any content transmitted to Bank or through Bank's website or the Online Banking Services, except to the limited extent, if any, set forth in this Service Description. Bank will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content Bank receives from Client or third parties. Bank will not have a duty to notify Client about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on Bank's website, even if Bank has reason

to know of its existence. Use of any content Client obtains from Bank's website is at Client's own risk.