



Omni E-Banking and Omni Access Application

Please print this application and return it to any of OmniAmerican's convenient Metroplex locations (click here for a map of OmniAmerican's offices) or mail to:

OmniAmerican Bank
Attn: Deposit Services
P.O. Box 150098
Fort Worth, TX 76108

I would like to add the following service(s) to my OmniAmerican Account(s): Omni E-Banking OmniAccess

I would like to remove the following service(s) from my OmniAmerican Account(s): Omni E-Banking OmniAccess

Please print or type your information on this form and return it to any OmniAmerican office in person or by mail.

Customer Number

Form fields for personal information: First Name, Middle Initial, Last Name, Address, City, State, Zip, Home Phone, Work Phone, E-Mail Address, Date of Birth, Place of Birth, Mother's Maiden Name.

Important notice about PINs, passwords and secret question/response: Upon processing of this application for Omni E-Banking, your initial log on password will be set using a random password generator and the MMDDYY of the primary customer's date of birth. You will be required to change your password the first time you log on to Omni E-Banking.

Please list all account(s) you wish to view online:

Check here to have all accounts available to view online or please list individual accounts below.

Form fields for account information: Account Number, Account Type (i.e. checking, savings, line of credit, etc)

I am interested in accessing my accounts with Microsoft Money

I am interested in accessing my accounts with Quicken

I hereby certify that all statements hereon are true and complete to the best of my knowledge and are submitted for the purpose of obtaining Omni E-Banking and OmniAccess.

Customer Signature: Date:

By your signature above, you acknowledge receipt of and agree to be bound by the terms and conditions set forth in the Bank's Account Agreement, Truth-In-Savings Account Disclosures, Omni E-Banking Disclosure and Agreement, OmniAccess Disclosure and Agreement, Electronic Fund Transfer Services Disclosure and Fee Schedule.

Official Bank Use Only

Employee Signature: Branch Number: Date:



Online Access Agreement and Disclosure

Please read this information carefully and either print a copy or retain this information electronically for your future reference.

Introduction. This Online Access Agreement and Disclosure ("Agreement") contains the terms and conditions governing your use of the E-Banking Service, Bill Pay Service, and E-Statement Service (collectively, the "Services") offered by us through our website (the "System"). By accepting this Agreement, you agree to the terms and conditions of this Agreement.

Relation to Other Agreements. Your use of Services may be affected by your agreements with us related to your Eligible Account (as defined below), your check card(s), your ATM card(s), and any other agreement you may have with us. Linking an Eligible Account to the Services does not change the agreement you already have with us for that Eligible Account. All of the terms and conditions of your Account agreements and all of the applicable fees and restrictions associated with your Eligible Account remain in full force and effect. If this Agreement conflicts with any other agreement, then the other agreement will control and take precedence unless this Agreement specifically states otherwise.

Definitions. In this Agreement, the terms "we," "us," "our," and "the Bank" refer to OmniAmerican Bank. The terms "you," "your," and "Accountholder" refer to each owner, signer, or authorized representative on an Eligible Account for which electronic access is granted pursuant to the terms of this Agreement. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. The term "Account" means all of the Accounts that you maintain with us, both singularly and collectively. The term "Eligible Account" means all of the Accounts which are accessible through the Services. Eligible Accounts may include deposit accounts, loans, lines of credit, and any other accounts you maintain with us.

Requirements. To access an Eligible Account electronically by way of the System or to utilize the Services, you must have an active Account with the Bank, access to the Internet, a log-on ID, and an Online password.

Hardware requirements: You will need a computer with a monitor, keyboard, and mouse, and Internet access through an Internet Service Provider (ISP), a modem (at least 28,800 baud is recommended). You will need a printer if you wish to print your Eligible Account information, statements, disclosures, or notices.

Software requirements: You will need Internet browser software which supports Secure Sockets Layer (SSL) encryption. For best results, we recommend Microsoft © Internet Explorer 6.0, SP1; or Microsoft Internet Explorer 6.0, SP 2 for Windows XP; or Mozilla Classic. You will also need Adobe Acrobat Reader version 6.0 or higher to view your periodic statements, disclosures, and notices.

We will inform you of any changes in hardware or software requirements that may affect your access to or use of Services. You will have the right to withdraw your consent without the imposition of any fees.

Your Online Password: If the Bank approves your application for the Services, you cannot access your Eligible Account without your Account number or log-on ID and your password. **YOU ARE RESPONSIBLE FOR KEEPING YOUR PASSWORD, ACCOUNT NUMBER(S), LOG-ON ID, AND OTHER ACCOUNT DATA CONFIDENTIAL!** For security purposes, it is recommended that you memorize your password, change it regularly, and **do not write it down.**

Your password can be changed within the System using the "OPTIONS" button. The terms of the Electronic Fund Transfers Agreement apply to your electronic access and any unauthorized access of your Account through the System or by way of the Services. Such terms are incorporated herein by reference for all purposes.

Preventing Misuse of Your Account. You play an important role in preventing misuse of your Account and personal information. Promptly examine your statements upon receipt and if you find that your records and ours disagree, immediately contact Customer Care. Refer to the Contact Information section at the end of this Agreement. In addition to protecting your Account information, you should take precautions to protect your personal identification information, such as your driver's license number, Social Security Number, etc. This information by itself or together with information on your Account may allow unauthorized access to your Account.



You are responsible for keeping your password, Account number(s), log-on ID and other Account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, notify us at once by contacting Customer Care. Your failure to notify us immediately of a security breach will result in our not being liable to you for any losses you may suffer. Refer to the Contact Information section at the end of this Agreement.

Benefits of Using the Services. By using the Services, you can manage your Eligible Accounts from your home or office on your personal computer. You can use the Services to:

- View Eligible Account balances and review transaction history
- Add/remove Eligible Accounts
- Stop payment
- Order checks
- Transfer money between Eligible Accounts. (Subject to the restrictions and terms of the applicable Account agreement(s))
- Communicate directly with the Bank through E-mail
- Pay bills to merchants, institutions or individuals (optional enrollment in Bill Pay Service)
- View the Bank's current Privacy Notice
- View your periodic statements, notices, and disclosures (optional enrollment in E-Statement Service)

New Services. The Bank reserves the right, from time to time, to introduce new Services or to alter the Services offered on the System. By using any new Services, you agree to be bound by the rules communicated to you concerning them. Some Services may not be available for some of your Accounts.

Fees. There are no fees directly associated with accessing the System. However, certain Services within the System may have fees associated with them. These fees, if any, will be disclosed to you at the time that you sign up for the applicable Service. You will be asked to designate the Account from which such fees should be deducted. Additionally, you may be asked to designate a Payment Account for certain Services.

You agree to pay promptly all fees and charges for Services provided under this Agreement, and authorize us to charge the Account you have designated as the Payment Account or any other Account for the fees. If you close the Account from which you have requested that payments be deducted, you must notify us and identify a new Payment Account for the selected Service.

Fees for Services will be deducted from your designated Account at the time the specific Service is completed. Long distance, measured service, toll charges or internet-related expenses that you incur when accessing the System or the Services will be your sole responsibility. Your separate Bank Fee Schedule is incorporated by reference.

Hours of Accessibility. You can access your Eligible Account through the System 7 days a week, 24 hours a day. However, at certain times, some or all of the Services may not be available due to System maintenance. The Bank will not be liable to you for any losses you may incur as a result of the temporary loss of the System due to System maintenance. You will be notified online when this occurs. A transfer initiated through the System before 7:00 pm. on a business day is posted to your Eligible Account the same day. All transfers completed after 7:00 pm. on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Limitations on Transfers from Your Money Market Account and Savings Account Using the Services. Government regulations restrict the number of pre-authorized and telephone transfers (including transfers by way of data transmission) that you may make from your Money Market Account or your Savings Account to no more than six (6) per month. No more than three (3) of the six (6) transfers can be made payable to third parties by check, draft, debit card, or similar means. Transfers made by way of the Services are included when computing the permissible number of monthly transfers made. Refer to your Truth-In-Savings Account Disclosure for more information concerning transaction limitations and any associated fees.

Limitations on Certain Foreign Countries and Nationals. In accordance with the Bank Secrecy Act and other applicable federal law, we have the right to restrict or prohibit any transfers to a foreign country, or national thereof, identified by the U.S. Government, including the Office of Foreign Assets Control, as a country which may be engaged in activities involving money



laundering, terrorism or other criminal activities. Furthermore, in our sole discretion, we also have the right to restrict or prohibit any withdrawal transactions (i.e., debit transactions) originating from any foreign country.

Disclosure of Information to Third Parties. The Bank may disclose information to third parties about your Account or the transfers you make as follows: a) Where it is necessary for completing transfers; b) To verify the existence and status of your Account for a third party, such as a credit bureau or merchant; c) To comply with a government agency or court orders; or d) If you give us your written permission. For more information on our Privacy Policy for Consumers, please visit our website at www.OmniAmerican.com.

Right to Stop Payment of Pre-Authorized Electronic Funds Transfers. If you have made arrangements with the Bank to make regular payments or withdrawals out of your Account, you can stop any of these payments by contacting Customer Care. Refer to the Contact Information section at the end of this Agreement. You **cannot** request stop payments on Pre-Authorized Electronic Funds Transfers through the E-Mail system. We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call us, we may ask you to put your request in writing and send it to us within fourteen (14) days. The stop payment will remain in effect for a) six (6) months; b) until written notice is received from you to revoke the stop payment request; or c) until the payment of the entry has been stopped, whichever occurs first. We will charge you for each stop payment order you give. Refer to our Fee Schedule. *Liability for Failure to Stop Payment of Pre-Authorized Transfer* - If you ask us to stop one of your regular payments at least three (3) business days before the transfer is scheduled and you have given us complete and correct information regarding the payment, and we fail to comply with your request, we will be liable for your losses or damages up to the amount of the transaction. *Right to Revoke Authorization for Pre-Authorized Transfers* - You may revoke your authorization for any payee to originate pre-authorized transfers from your Account by giving us written notification on our prescribed revocation form. You must also inform the payee in writing of your revocation. Your revocation will become binding on us upon the last to occur of the following: (i) three (3) business days after we receive your written notice of revocation and (ii) the day that we receive a copy of your written notice to the payee that your authorization has been revoked. We will not be liable for the non-payment of a pre-authorized electronic funds transfer on which you have stopped payment. You agree to hold us harmless from any claim arising from as a result of compliance with your stop payment order.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will notify you at least ten (10) days before each payment when it will be made and how much it will be.

Right to Receive Documentation of Transfers. No printed receipts will be issued for transactions that you conduct through the Service. You will receive a record of such transactions on your periodic statement. You will receive a monthly account statement for your Checking Accounts. You will receive a monthly account statement for your Savings Accounts unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

Liability for Unauthorized Transactions for Consumer Accounts. If you believe that your password has been compromised, or that someone has used it or may use it to transfer money from (or take other actions with respect to) your Account without your permission, you **MUST** tell us at once. You can contact Customer Care using the Contact Information section at the end of this Agreement. Telephoning is the best way to limit your possible losses. Your failure to report unauthorized use promptly can result in the loss of all of the money in your Accounts. If you tell the Bank within 2 business days, you can lose no more than \$50 if someone used your password without your permission. If you do not notify us within 2 business days after you learn of the loss, or theft, of your password, and we could have prevented someone from using your password without your permission, you could lose as much as \$500. If your statement(s) indicates transactions that you did not make, notify us at once. If you do not report the loss within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days had you notified us in a timely manner. If a valid reason, such as an extended hospital stay, kept you from notifying us in time, the time period may be extended at the discretion of the Bank.

Error Resolution for Consumer Accounts. If you have questions about your electronic transfers or you believe we have made an error in handling your Account contact Customer Care. Refer to the Contact Information section at the end of this Agreement. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appears.

When you contact us, you will need to provide us with the following information:(a) Your name and Account number (if any); (b) A description of the error or the transfer you are unsure about, and an explanation as to why you believe it is an error or why you need additional information; and (c) The dollar amount of suspected error. If you provide us with the foregoing information orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we receive your complaint and we will correct any error promptly. If we need more



time to investigate the matter, we may take up to 45 days to investigate your complaint or question. If we require additional time, we will credit your Account within 10 business days for the amount you think is in error, so that you may have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive your written complaint within 10 business days, we may refuse to credit your Account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results of our investigation within three business days after we complete our investigation. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Electronic Mail (E-mail). Sending electronic mail (E-mail) through the System is a way to communicate with us. E-mail is provided for you to ask questions about your Account and provide general feedback. E-mail is accessible after you sign on to the System. To ensure timely response, **do not use E-mail to initiate transactions on your Account.** For such transactions, please use the appropriate Services or contact Customer Care. Refer to the Contact Information section at the end of this Agreement.

Order of Payments, Transfers, Other Withdrawals. If your Eligible Account has insufficient funds to perform all electronic funds transfers (ATM or debit card withdrawals, pre-authorized transactions, Omni E-Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

- (1) Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
- (2) The electronic funds transfers initiated through the Bill pay Service may result in an overdraft of your Eligible Account and may at our discretion, be cancelled.

In addition, you may be charged overdraft charges. It is the responsibility of the Account holder not to withdraw funds without sufficient funds available in the Eligible Account.

If a hold has been placed on deposits made to an Eligible Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Liability. If the Bank does not complete a transfer to or from your Eligible Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. The Bank will NOT be liable, for example: a) If, through no fault of the Bank, your Eligible Account does not contain enough money to complete the transaction; b) If the money in your Eligible Account is subject to legal process, or other claims; c) If your Eligible Account is closed or if it has been frozen; d) If you, or anyone you allow, commits a fraud or violates any law or regulation; e) Circumstances occur beyond our control (such as, but not limited to, fire, flood, electrical failure or malfunction of our central data processing facility) which prevent the proper execution of the transaction; f) The System, the Services, your equipment, the software, or any communications link is not working properly and you know or have been advised by the Bank about the malfunction before you execute the transaction; g) If the transfer would go over the credit limit on your Line of Credit, if you have a Line of Credit Agreement with the Bank; h) If there are other exceptions established by the Bank and you have notice of the exceptions; i) If you have not properly followed the instructions for using the Services. In addition, you understand and agree that temporary interruptions of the System or the Services may occur as normal events in the operation of the System or the provision of the Services. The Bank agrees to exercise reasonable care to prevent such occurrences; however, under no circumstances will we be liable for any financial losses or other damages due to such interruption.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor any third parties providing the Services shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, our actions, OR by internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Further, neither we nor any of the aforementioned service providers will be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the online financial services, internet browser or access software.

Warranties and Termination. We cannot make any representations or warranties that you will have continuous or uninterrupted access to Services. If the E-Banking Service becomes temporarily unavailable, you may contact Customer Care. Refer to the Contact Information section at the end of this Agreement.



We reserve the right to terminate this Agreement and your access to Services, in whole or in part, at any time without prior notice. We reserve the right to disconnect your access to the Services, without notice, if you do not access your Eligible Account through the System for a period of twelve (12) months. Please note that your bill payment information will be inaccessible if you are disconnected.

The Bank will not be liable to you or any third-parties for any losses suffered as a result of any such termination, cancellation, or suspension.

E-Banking Service. By accepting this Agreement, you are enrolling in the E-Banking Service and agree to the terms and conditions set forth in this Agreement.

This Service allows you to:

- View Eligible Account balances and review transaction history.
- Add/remove Eligible Accounts
- Stop payment on paper checks
- Order checks
- Transfer money between Eligible Accounts. (Subject to the restrictions and terms of the applicable account agreement(s))
- Communicate directly with the Bank through E-mail
- View our current Privacy Notice
- Optional enrollment in the Bill Pay Service
- Optional enrollment in E-Statement Service

The Bank may from time to time introduce new E-Banking Services. When this happens, we will update our Website to include them. By using an E-Banking Service, you agree to be bound by the terms of this Agreement at that time.

You have the right to withdraw your enrollment in the E-Banking Service at any time. Withdrawal will terminate your access to all Services, including your enrollment in the Bill Pay Service and the E-Statement Service. Withdrawal may result in fees or service charges for related products or services as disclosed in the Bank's current Fee Schedule.

If you wish to withdraw your enrollment, E-mail us at E.Services@OmniAmerican.com or contact us using the Contact Information at the end of this Agreement.

Bill Pay Service. A Bill Pay Service operated and administered by a third party service provider may be made available to you. You must be enrolled in the Service to use Bill Pay, and you must agree to the provisions of the Provider's then-applicable Bill Pay Service Agreement. The terms of that agreement are incorporated herein for all purposes. If there is any conflict between the terms of this Agreement and the terms of the Provider's Bill Pay Service Agreement, the terms of the Provider's Bill Pay Service Agreement will control.

Definitions. The following definitions will apply to this section. Capitalized terms not defined herein have the meanings ascribed to them elsewhere in this Agreement.

"Bill Pay Service" means the Bill Pay Service offered by the Provider through the System.

"Payee" means the person or entity to which a bill payment or E-mail payment is to be directed or is the person or entity from which you receive electronic bills or e-mail payments, as the case may be.

"Payment Instruction" means the information provided by you to the Bill Pay Service for a bill payment or E-mail payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" means the Account from which you request that bill payments or E-mail payments be debited.



"Provider" means the third-party provider retained by us to provide the Bill Pay Service.

"Billing Account" is the Account from which you request that any applicable fees be automatically debited.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also (other than for a laser draft payment) the day your Payment Account will be debited. If the Scheduled Payment Date falls on a non-business day, the Scheduled Payment Date will be considered to be the previous business day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

Fees. OmniAmerican Bank's Bill Pay Service is free to all accountholders with E-Banking access. Any applicable fees are disclosed in the Truth-in-Savings Fee Schedule and will be debited from your Billing Account. If a requested transaction is refused or returned due to insufficient funds in your Payment Account, the applicable non-sufficient funds fee (NSF) will apply (see the OmniAmerican Bank Fee Schedule) in addition to any insufficient funds fees that may be assessed to your Payment Account by a Bill Pay merchant or the Bill Pay service provider.

Payment Authorization and Payment Remittance. Once you designate the names and account information of Payees to whom you wish to direct payments, you authorize the Provider to follow the Payment Instructions that it receives through the payment system including, but not limited to, debiting your Payment Account and remitting funds on your behalf so the funds arrive as close as reasonably possible to the Scheduled Payment Date you designated. In order to process payments more efficiently and effectively, the Provider may edit or alter payment data or data formats in accordance with Payee directives. You also authorize the Provider to credit your Payment Account for payments returned to the Provider by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay Service. Additionally, you authorize us to recognize and process the Provider's requests made with respect to your Account.

Payment Methods. The Provider reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods include, but are not limited to, an electronic payment, an electronic to check payment, or a laser draft payment. You understand that we have no control over the method of payment selected by the Provider and you agree that we will have no liability associated with the Provider's selection of the method of payment or the method selected or utilized by the Provider.

Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. Once the Provider has begun processing a payment, however, it cannot be cancelled or edited, and a stop payment request must be submitted in accordance with the provisions below.

Stop Payment Requests. The Provider's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Provider may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Care immediately. Refer to the Contact Information section at the end of this Agreement.

The Provider may also require you to present your request in writing within fourteen (14) days of the date processed. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Prohibited Payments. Payments to Payees outside of the United States or its territories are prohibited through the Bill Pay Service. You agree that the Provider reserves the right to refuse to pay any Payee to whom you may direct a payment. The Provider will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.



Exception Payments. Tax payments and court ordered payments may be scheduled through the Bill Pay Service; however, such payments are discouraged and will be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from scheduling of these types of payments. Neither we nor the Provider shall have any obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, wrongly posted or misdirected exception payments will be your sole obligation and responsibility and you agree that we will have no responsibility in this regard.

Bill Delivery and Presentment. The Bill Delivery and Presentment feature, if available, will allow for the presentment of electronic bill only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. This provision shall be governed by the provisions contained in your agreement with the Provider.

EXCLUSIONS OF WARRANTIES. THE BILL PAY SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Address or Account Changes. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Care. Refer to the Contact Information section at the end of this Agreement. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination, Cancellation, or Suspension. To cancel the Bill Pay Service, you must do so through the System or by contacting Customer Care. Refer to the Contact Information at the end of this Agreement.

Any payment(s) processed prior to the requested cancellation date will be completed. Any Scheduled Payments, including recurring payments, will not be processed once the Bill Pay Service is cancelled. We may terminate or suspend Bill Pay Service at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Returned Payments. You understand that Payees and/or the United States Post Office may return payments to the Provider for various reasons. The Provider will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account.

E-Statement Service. An E-Statement Service is available to you within your E-Banking Service. This Service allows you to access your current and past periodic statements and current and past Account disclosures and notices on a secure website. You must be enrolled in the E-Statement Service to receive electronic delivery of periodic statements, disclosures, and notices, and you must agree to the provisions of the Bank's then-applicable E-Statement Agreement. The terms of that Agreement are incorporated herein for all purposes. If there is any conflict between the terms of this Agreement and the terms of the Bank's E-Statement Agreement, the terms of the Bank's E-Statement Agreement will control.

Eligibility. To have access to electronic delivery of periodic statements, disclosures, and notices, you must be enrolled in the E-Banking Service. For Eligible Accounts with multiple owners, the agreement of the primary owner to receive electronic delivery will apply to all owners. For Eligible Accounts with multiple signers, the agreement of any signer will apply to all signers. For business Eligible Accounts, the Security Administrator, as defined in the Online Access Agreement for Business Accounts, has the authority to enroll in the Service.

Scope of Consent. When you accept the terms of this Agreement, you agree that the Bank may, at its sole discretion, electronically deliver periodic statements, as well as important disclosures and notices about your Eligible Account(s) in an electronic version (PDF) that you can view on the Website, save to your computer, or print.

"Eligible Account(s)" include: checking accounts, savings accounts, certificate of deposit accounts, money market accounts, line of credit accounts, and loan accounts.

Disclosures and notices that may be provided electronically include but are not limited to:



- (1) disclosures, notices, or statements regarding your Eligible Account(s) or Eligible Account(s) activity;
- (2) disclosures or notices regarding changes or amendments to your Eligible Account(s); and
- (3) any legal notices that normally accompany your mailed statement or that we would otherwise deliver to you by mail concerning your Eligible Account(s).

We may, at our option, offer you additional options for the delivery of various types of communications related to your Eligible Account(s).

Once you accept these terms, you will no longer receive these statements, disclosures, or notices in paper form. You may request a paper statement, disclosure, or notice that was provided electronically after the date of accepting this agreement by contacting Customer Care. Refer to the Contact Information section at the end of this Agreement. Refer to the Bank's current Fee Schedule for any applicable fees for paper copies.

We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what options you have chosen.

Withdrawal of Consent. You may withdraw your consent to receive statements, disclosures, and notices about your Eligible Account(s) electronically at any time by contacting Customer Care. Refer to the Contact Information section at the end of this Agreement. Cancellation will apply to electronic delivery of all statements, disclosures, and notices as described in the "Scope of Consent" section. Your withdrawal will become effective after we have received it and have had a reasonable opportunity to act on it. This will generally be one full statement cycle, not to exceed two full statement cycles. You will automatically begin receiving paper documents in the mail. Withdrawal of consent does not apply to statements, disclosures, or notices provided electronically before the effective date of the cancellation.

Electing to withdraw consent to receive electronic of periodic statements, disclosures, and notices and electing to receive these documents in paper form may result in fees or service charges being assessed based on your Account type, as disclosed in the Bank's current Fee Schedule.

Accessing E-Statement Services. Your online statements, notices, and disclosures will be presented to you on the Website within Omni E-Banking. We will notify you by E-mail when your periodic statement, disclosures, or notices are available for viewing. To access your statement, simply click the link to the document in the E-mail you receive and then log in for secure viewing of your statement. You can also access your statement any time by clicking on the E-Banking link on our website (www.OmniAmerican.com).

When you log onto E-Banking to access your statement, current and past electronic disclosures or notices may also be accessed.

Upon enrollment in E-Banking, you will be able to view your current and past periodic statements for at least one year. Effective November 1, 2008, you will be able to view your current disclosures and notices and each subsequent disclosure and notice for at least one year.

Your Current E-mail Address. To be able to send you notifications by E-mail that your statement, disclosures, or notices are available for viewing, we must have a current E-mail address. It is your responsibility to keep your E-mail address current. You can reset your E-mail address for notification purposes within the Omni E-Statement System.

Hardware and Software Requirements. In order to access, view, and retain your statements, disclosures, and notices, you will need a computer with a monitor, keyboard, and mouse. You will need Internet access through an Internet Service Provider (ISP), a modem (at least 28,800 baud is recommended) and Internet browser software which supports Secure Sockets Layer (SSL) encryption. For best results, we recommend Microsoft © Internet Explorer 6.0 SP1; or Microsoft Internet Explorer 6.0, SP 2 for Windows XP; or Mozilla Classic.. You will also need Adobe Acrobat Reader version 6.0 or higher. You will need a printer if you wish to print your statement, disclosures, or notices.

We will inform you of any changes in hardware or software requirements that may affect your access to or use of Services. You will have the right to withdraw consent without the imposition of any fees.



Termination. OmniAmerican Bank reserves the right to stop providing E-Statement Services at any time without prior notice. The Bank will not be liable to you for any losses suffered by you as a result of our ceasing to provide E-Statement Services.

Security. For security purposes, Omni E-Banking requires that your Web Browser support Secure Socket Layers (SSL). Browsers that are SSL enabled contain the necessary data encryption procedures to ensure the information is securely transmitted between your system and ours. This ensures the confidentiality of information you submit electronically. Additionally, older versions of these browsers may not support JavaScript and Frames. Your online Account information is available through access methods that have been rigorously tested for security accessibility. E-Banking requires a correct Sign-On ID, Password, and an additional layer of security to access confidential Account information. A proper combination of your Sign-On ID and Password is the only way to get access into your Account. Unless you share your Password and identifying information with someone else, no one other than you will be able to access your Account information through Omni E-Banking. For security purposes, we recommend that you memorize your Sign on ID and Password and do not write it down.

Hold Harmless. The Bank strives to provide accurate and timely Account information through the Service. However, unless otherwise required by Law, we will not be liable to you if any such information is unavailable, delayed or inaccurate. You agree to indemnify and hold harmless OmniAmerican Bank, its directors, officers, employees, and agents from any cost or damage sustained as a result of your use of the Services, your access of the System, your failure to comply with any provision of this Agreement, or our carrying out your instructions in accordance with the Agreement. We will only be liable to you for direct losses or damages not to exceed in the aggregate, the amount of the transfer, and recovery of that amount will be your sole recovery.

Governing Laws, Rules, and Agreements. In addition to this Agreement you agree to be bound and will comply with the requirements of the applicable Account Agreement and Disclosures, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable Texas and federal laws and regulations. All deposits are subject to the Bank's Availability of Funds Policy, which is incorporated herein by reference.

This Agreement is subject to change without notice to conform to any rules or regulations that may be adopted by any governmental body, regulatory agency or with the Bank's Account Agreement.

This Agreement will be governed by the laws of the State of Texas. To the extent not preempted by applicable law, venue for any dispute regarding or related to this Agreement will lie exclusively in Tarrant County, Texas.

Arbitration. You and we shall have the right to apply to a court to enjoin any breach of this contract. Excepting the right of you and we to seek such relief, all claims and matters in question arising out of or related to this Agreement or the relationship between you and we by this Agreement, whether sounding in contract, tort or otherwise, shall be resolved by binding, self-administered arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and all such proceedings shall be subject to the Federal Arbitration Act. There shall be three arbitrators. You and we shall each designate an arbitrator, who need not be neutral, within 30 days of the notification of either party's intent to proceed with arbitration. The two arbitrators so designated shall elect a third arbitrator. If either you or we fails to designate an arbitrator within the time specified or the two parties' arbitrators fail to designate a third arbitrator within 30 days of their appointment, the remaining arbitrator(s) shall be appointed by the AAA. The arbitrators shall decide whether a particular dispute is or is not arbitrable. You and we shall each pay for the expenses incurred by its designated arbitrator and the costs of the third, neutral arbitrator shall be divided between you and us. Only damages allowed pursuant to this contract may be awarded and arbitrators shall have no authority to award punitive or exemplary damages, you and us hereby waiving their right, if any, to recover punitive or exemplary damages, either in arbitration or in litigation. The arbitration shall take place in Fort Worth, Texas.

Contact Information. Contact Customer Care by calling: local (817) 335-OMNI (6664), metro (817) 498-OMNI (6664), or nationwide (866) 670-OMNI (6664); by clicking on the "Contact Us" link at www.OmniAmerican.com; or by writing us at: P.O. Box 150099, Fort Worth, Texas 76108-0098

Enrollment in Services.

To Enroll in the E-Banking Service: Once you are logged on to OmniAmerican E-Banking, at the end of this Agreement you will click the "Accept" button to:



- (1) Agree to provide a valid E-mail address and to provide the Bank with updates to your E-mail address as necessary,
- (2) Confirm that you have the necessary hardware and software requirements to successfully retain electronic documents,
- (3) Confirm that you have read this Agreement and you accept and agree to all of the terms and conditions contained or referenced herein for all Services you use, and
- (4) Enroll in E-Banking Services.

To Enroll in the E-Statement Service: Once you are logged on to OmniAmerican E-Banking, click on the “E-Statement” button located in the “Account” tab. You will then have the opportunity to read, agree to and accept the terms and conditions for OmniAmerican Bank’s free E-Statement Service. This Service includes electronic delivery of periodic statements, disclosures, and notices from OmniAmerican Bank.

To Enroll in the Bill Pay Service: Once you accept this agreement and are signed on to E-Banking, you can click on the Bill Pay tab to review the terms and conditions for free Bill Pay. If you choose to accept them, you may begin using Bill Pay immediately.

E-Mail Communications: If you do *not* want to receive E-mail communications from OmniAmerican Bank about our products, services, or special offers, please E-mail us at E.Services@OmniAmerican.com or contact us using the Contact Information located in this Agreement. You will also have the opportunity to unsubscribe with every E-mail communication that you receive from us, other than those that relate to an Account or service that you have with us.



Truth-In-Savings Fee Schedule

Omni Check Card

Initial Check Card	Free
Replacement PIN	Free
Additional replacement card per card or per customer	\$5.00
ATM Foreign (non-Omni) Withdrawal per transaction fee	\$1.50
Foreign (non-Omni) ATM balance inquiry per transaction fee	\$1.50
Check Card service maintenance fee (monthly) with checking	Free
Visa/MasterCard merchant transaction copy	\$15.00
Overnight Mail Delivery Fee	\$55.00
International Service Assessment Fee for International currency conversions.....	1% of transaction value in U.S. Currency

Automated Teller Machine (ATM) Card

Initial ATM card	Free
Replacement PIN	Free
Additional, replacement card per card or per customer	\$5.00
ATM Foreign (non-Omni) Withdrawal per transaction fee	\$1.50
Foreign (non-Omni) ATM balance inquiry per transaction fee	\$1.50
ATM service maintenance fee per card (monthly) Savings	\$5.00
Checking	\$2.00
International Service Assessment Fee for International currency conversions.....	1% of transaction value in U.S. Currency

Safe Deposit Boxes

A \$10 refundable key deposit is required. Key replacement fees: one key - \$25, both keys require drilling. Locksmith drilling fees equal to locksmith charge (minimum \$125.00).

Annual rental fees	
3 X 5 X 22	\$30.00
3 X 10 X 22	\$50.00
5 X 10 X 22	\$75.00
10 X 10 X 22	\$120.00

Miscellaneous

Inactive account, (Excluding Club Accounts) assessed monthly to savings account when total accounts have not had debit or credit transaction activity (excluding interest or service charges) for more than six months and all deposit balances total less than \$250 and do not have a loan	\$3.00
Statement/Account history, per month	\$5.00
Photocopy of check, per item	\$3.00
Miscellaneous photocopy, per item	\$1.00
Overdraft Protection transfer, per transaction	\$10.00
NSF* Fee (Paid)**, per transaction	\$35.00
NSF* Fee (Returned), per transaction	\$35.00
Uncollected Funds Charge (Paid)**, per transaction	\$35.00
Uncollected Funds Charge (Returned), per transaction	\$35.00
Point of Sale (POS) NSF* Fee**, per transaction	\$35.00
Returned item charge-back, per item	\$10.00
Stop payment of check, per item or in sequence number order	\$35.00
Stop Pay (Official Check)	\$35.00
Account reconciliation or research fee Hourly rate first hour	\$25.00
Each additional half hour	\$20.00
Minimum charge	\$25.00
Deposit verification, per verification	\$10.00
Collection items Incoming, per collection item	\$15.00
Outgoing, per collection item	\$15.00
Temporary checks, per block of twelve (12)	\$5.00
Wires Domestic incoming wire	\$5.00
Domestic outgoing wire	\$15.00
International incoming wire	\$5.00
International outgoing wire	\$55.00
Travelers checks for one (1), per purchase amount	1.5%
Travelers checks for two (2), per purchase amount	2.5%
Official check (payable to Account Owners)	\$3.00
Official check (payable to third party)	\$5.00
Self-service coin counter machine (where available) Transactions in excess of \$150.00 Per Day	3%
Check printing	varies
Zipper Bank Bags	\$3.00

‡ATM owner may charge a surcharge. For Omni Prestige Checking/Savings Accounts, Omni Growth Checking/Savings Accounts, and High Yield Checking Accounts: There is no charge for withdrawals at foreign (non-Omni) ATMs. We will automatically rebate any ATM surcharge up to \$10 per month.

Omni Growth Checking/Savings: There is no charge for withdrawals at foreign (non-Omni) ATMs. We will automatically rebate any ATM surcharge up to \$5 per month.

‡‡ Waived for Military Savings Accounts in good standing.

*NSF indicates Non-Sufficient Funds.

** Fees for items paid apply to overdrafts created by check, Automated Clearing House, and point of sale transactions.

We may approve additional transaction types from time to time.

Applicable fees disclosed elsewhere on the Truth-in Savings Disclosure apply.

Effective date March 1, 2009. Note: Fees and charges are subject to change.

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