

Walpole Co-operative Bank

Mobile Banking

Addendum to Electronic Banking Agreement

This is an (“Addendum”) to your Electronic Banking Agreement (“Agreement”) and sets forth the additional terms and conditions for use of the mobile banking services (“Mobile Banking”) offered by Walpole Co-operative Bank (the “Bank”) to you. Mobile Banking includes a free download of the Bank’s Mobile Banking Application, designed specifically for iPhone®, Andriod™ and various other devices (the “Mobile App”). Except where modified by this Addendum, the Electronic Banking Agreement remains in full force and effect. Terms defined in the Agreement that are not defined in the Addendum have the meaning provided in the Agreement. This Addendum and the Agreement constitute the entire agreement between the Bank and you relating to Mobile Banking, supersede any other agreements relating to Mobile Banking, and may only be amended as provided in the Agreement. If there is a conflict between Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking. If you have also signed up for any of the Bank’s additional electronic banking services, you will receive separate Agreements outlining terms for these services.

I. ACCEPTANCE OF ADDENDUM

A. Accepting this Addendum

By clicking “I Agree” when you register for Mobile Banking or by using Mobile Banking, you agree to the terms and conditions of this Addendum.

B. Description of Services

Mobile Banking is a financial information management service that allows you to:

- (i) access information pertaining to your accounts at the Bank such as balances and recent transaction history;
- (ii) transfer funds between your accounts at the Bank;
- (iii) set up optional account alerts to be delivered either to your mobile phone using SMS text messaging (standard text rates apply), and/or via email;
- (iv) make payments to merchants and individuals who have previously consented to accept payments through the Bank’s online bill pay service; and
- (v) initiate other banking transactions using compatible and supported mobile phones and/or other compatible and supported mobile devices.

Not all Mobile Banking services are available on all types of mobile devices. The Bank’s web site (www.walpolecoop.com) has the most up-to-date list of Mobile Banking services.

The Bank reserves the right to modify the scope of the Mobile Banking at any time. The Bank reserves the right to refuse to complete any transaction you initiate through Mobile Banking. You

agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

C. Use of Services

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your mobile device and the Mobile App. From time to time we may change, upgrade, or add new features to Mobile Banking.

In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile App. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device.

D. Relationship to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with the Bank. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (*e.g.*, AT&T, Verizon, Sprint, T-Mobile, *etc.*), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Mobile App, receiving or sending Mobile Banking text messages, or other use of your mobile device when using the Mobile App or other products and services provided with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving the Bank. You also agree that if you have any problems with Mobile Banking, you will contact the Bank directly.

II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT

A. License

Subject to any compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Mobile App on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you may be required to download and install the Mobile App to that new or different mobile device.

B. License Restrictions/Revocation

This License shall be revoked immediately upon any of the following conditions:

- (i) your termination of Mobile Banking;
- (ii) your termination of electronic banking;
- (iii) your deletion of the Mobile App from your mobile device;
- (iv) your noncompliance with this Addendum; or
- (v) written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile App from your mobile device and/or discontinue use. The Bank and its service providers (which includes, without limitation, any provider of Mobile App such as Fiserv Solutions, Inc.) reserve all rights not granted to you in this Addendum.

C. Mobile App

The Mobile App shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Mobile App. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile App, (ii) copy or reproduce all or any part of the technology or Mobile App, or (iii) interfere, or attempt to interfere with the technology or Mobile App. The Mobile App does not include various third party operating systems and applications that will be required to use the Mobile App. You will be solely responsible for such third party software. You acknowledge that the Mobile App contains trade secrets and other proprietary and confidential information, whether or not the Mobile App contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Mobile App.

You (a) will not print, copy, or duplicate any portion of the Mobile App, (b) will not alter any copyright notices on the Mobile App, (c) will not make the Mobile App available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Mobile App to inform them of the confidential nature thereof and to obtain their compliance with the terms of this paragraph, (e) only will use the Mobile App for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of the Bank's procedures and requirements for use of the Mobile App. The provisions of this paragraph will survive termination of this Agreement.

III. YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

A. Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information that may be accessed with Mobile Banking. You represent and agree that all information you provide

to the Bank in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that the Bank and its service providers may send you, by SMS text message, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking and other electronic banking services. You agree to use Mobile Banking carefully, to keep your password strictly confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to the Bank promptly by calling the Bank at 1-800-431-3340 or 1-508-668-1080, and to cancel immediately your participation in Mobile Banking if you observe any material errors in Mobile Banking services.

B. Location-Based Information

If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through the Mobile App. If you wish to revoke access to such information you may cease using location-based features of the Mobile App.

C. Export Control

You acknowledge that the Mobile App is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Mobile App. You agree that you will not directly or indirectly use, export, re-export, or transfer the Mobile App except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

D. Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Mobile App or other mobile phone applications associated with Mobile Banking.

E. User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile App; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for the Bank and its affiliates or service providers, or cause the Bank to lose (in whole or in part) the services of any of the Bank's service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other

user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

F. Indemnification

You agree to indemnify, defend, and hold the Bank and its affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Addendum, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

G. CHARGES FOR THE SERVICE

Depending on the type of account(s) you have with the Bank, there may be a fee to use Mobile Banking, see current "Schedule of Fees for Consumer Banking Products" (for non-business customers) and/or "Business Fee Schedule" (for business customers). If applicable, you agree to pay the fee for Mobile Banking as set forth in the Bank's fee schedule and as may be changed from time to time. Separately, your mobile carrier or other communications provider may charge data usage rates and text message fees. You authorize the Bank to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with the Bank's Schedule of Fees.

IV. ADDITIONAL PROVISIONS

A. Mobile Banking Services Limitations

1. Neither the Bank, nor any of its service providers, including Fiserv Solutions, Inc., may foresee or anticipate all possible technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.
2. Neither the Bank, nor any of its service providers, including Fiserv Solutions, Inc., assumes responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking.
3. Neither the Bank, nor any of its service providers, including Fiserv Solutions, Inc., assumes responsibility for the operation, security, functionality or availability of any mobile device or mobile network that you utilize to access Mobile Banking.
4. You agree to exercise caution when utilizing the Mobile App on your mobile device and to use good judgment and discretion when obtaining or transmitting information.
5. Information about activity is synchronized between the Mobile App and the Bank's website. Transfer and payment information available through the Mobile App may differ from the information that is available directly through the Bank's

website. Information available directly through the Bank's website may not be available through the Mobile App, may be described using different terminology, or may be more current than the information available through the Mobile App, including but not limited to account balance information. The method of entering instructions via the Mobile App also may differ from the method of entering instructions through the Bank's website. We are not responsible for such differences, whether or not attributable to your use of the Mobile App. Additionally, you agree that neither we nor the Bank's service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

B. Changes or Cancellation

You may cancel your participation in Mobile Banking by calling the Bank at 1-800-431-3340 or 1-508-668-1080, or by visiting the Bank at 982 Main Street, Walpole, Massachusetts. The Bank reserves the right to change or cancel Mobile Banking at any time without notice. The Bank may also suspend your access to Mobile Banking at any time without notice and for no reason or any reason including but not limited to, your non-use of Mobile Banking Services. You agree that the Bank will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

C. Use of Data

The Bank and its service providers, will use information you provide for purposes of providing Mobile Banking services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).

D. Third Party Beneficiary

You agree that the Bank's service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries to this Addendum, with the power to enforce its provisions against you.

E. Limitations and Warranty Disclaimers

The Bank and its service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor the Bank's service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or the Bank's service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Mobile Deposit

1. Description of Service

Mobile Deposit allows you to deposit money into certain accounts you have at the Bank using your mobile device camera and the Bank's software application for mobile devices or "Mobile App." To use Mobile Deposit, you must be a Bank account holder and have agreed to the Electronic Banking Agreement and Mobile Banking addendum to Electronic Banking Agreement. You may transmit deposits to the Bank electronically only from a mobile capture device located in the United States. Mobile Deposit allows you to deposit Eligible Items, as defined below, into your account(s) with the Bank from remote locations by imaging Eligible Items and transmitting those images to the Bank using your mobile device. You agree to use Mobile Deposit only for imaging, transmitting and depositing items made payable to you, drawn on US Banks in US currency, herein referred to as "Eligible Items."

2. Fees

Depending on the type of account(s) you have with the Bank, there may be a fee to use Mobile Deposit, see current "Schedule of Fees for Consumer Banking Products" (for non-business customers) and/or "Business Fee Schedule" (for business customers). If applicable, you agree to pay the fee for Mobile Deposit as set forth in the Bank's fee schedule and as may be changed from time to time. Internet data usage rates may apply from your Internet service provider or mobile carrier.

3. Equipment

To use Mobile Deposit, you must have a supported mobile device, such as a smartphone that is compatible with the Mobile App, with a camera and a supported operating system, have a data plan for your mobile device, and download the Mobile App to your mobile device. The Bank does not represent or warrant that any particular mobile device or operating system is compatible with Mobile Deposit.

4. Ineligible Items

You may only deposit checks using Mobile Deposit, however, there are some checks that you may not deposit. These include:

- Checks payable to any person or entity other than you, or to you and another party;
- Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn;
- Checks that are not in original form with an original signature, such as substitute checks or remotely created checks;
- Checks drawn on a financial institution located outside the United States;
- Checks not payable in United States currency;
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds. Any postal money order, money gram or foreign check;
- Any item with any endorsement on the back other than that specified in this Agreement or the Bank's check processing policies;

- Any item that has previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution, or that has been deposited with the Bank or any other financial institution, including items that have been returned unpaid;
- Any item which is stale (more than 6 months old) or post-dated (made payable at a future date); and
- Any item that will exceed your daily or monthly item limit or dollar limit.

5. Receipt of Deposits

The Bank reserves the right to reject any check transmitted through Mobile Deposit, at its discretion, without liability to you. The Bank is not responsible for processing or transmission errors that may occur, or for deposited items that the Bank does not receive. An image of the Eligible Item shall be deemed received when you view your deposit history on the Mobile App and it displays accepted. In accepting Eligible Items for deposit or collection, the Bank makes no warranty as to the collectability of the Eligible Items. The Bank further reserves the right to charge back to your account at any time any Eligible Item that the Bank subsequently determines was not an Eligible Item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of the Bank's chargeback of an item.

6. Returned Deposits

If an Eligible Item deposited through Mobile Deposit is dishonored, rejected or otherwise returned unpaid for any reason including insufficient funds, then you will receive an image, reproduction or substitute of the Eligible Item and the Bank may set off the amount of the returned Eligible Item by debiting the account into which you deposited the returned Eligible Item or by transferring funds from another account held by you with the Bank. Notifications of delayed availability or return of the deposit may not be available to you through Mobile Deposit or the Application, and may be mailed or sent through other means deemed acceptable by the Bank. You will be responsible for reimbursing the Bank for all loss, cost, damage or expense related to the processing of the returned Eligible Item. You are prohibited from attempting to deposit or otherwise negotiate an Eligible Item through Mobile Deposit if it has been charged back to you. You are solely responsible for verifying the validity of an item returned as forged or counterfeit, and if you suspect that an item is forged or counterfeit then you must not deposit that item using Mobile Deposit. The Bank is not responsible for detecting forged or counterfeit items that you deposit.

7. Cut-Off Times for Deposits

Deposits sent using Mobile Deposit may be "submitted" any time of day, weekend, or holiday. However, deposits received by the Bank after the daily cut-off time for electronic deposits will be deposited the next business day, provided that the deposit meets all requirements. Deposits submitted on holidays or weekends will also be deposited the next business day, provided it meets all requirements. The daily cut-off time for electronic deposits is before **4:00 P.M.** Eastern Time and is subject to change without notice to you.

8. Availability of Funds Deposited

You agree items transmitted using this Service are not subject to the funds availability requirements of the Federal Reserve Board Regulations CC. The Bank will process all Eligible Items transmitted and received during the hours established by the Bank for accepting Eligible

Items deposited through Mobile Deposit, except when prevented from doing so due to equipment or electrical failures or any other condition beyond the reasonable control of the Bank. The Bank will credit your account when processed if received before the final deposit cutoff of each business day. Eligible Items imaged through Mobile Deposit must be received and confirmed before 4:00 PM Eastern Time in order to be considered deposited same day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted. Eligible Items processed on days the Bank is closed or after the final cutoff on any business day will be credited on the next business day. Notwithstanding any provision of this Agreement to the contrary, the Bank has the discretion to reject any deposit for any reason.

Eligible Items are subject to verification by the Bank and may be rejected for any reason. If the Eligible Item is received and confirmed by the Bank, then the Eligible Item amount will be made available to you the same day in most cases, subject to the above cut off times.

- In some cases, Eligible Items may be subject to delayed availability. Reasons for delayed availability include but are not limited to repeated overdrafts or a missing required endorsement. Please refer to the Bank's Funds Availability Policy contained within the Combined Disclosures provided at the time of your account opening for specific information regarding delayed availability. If such delay is applied, then you will receive notice through electronic mail or regular US mail with specific information about the delay.
- Eligible Items may be rejected if you have exceeded your daily or monthly item or dollar limit, and you will receive notification of the rejected item through electronic mail or regular US mail.
- Missing or invalid Eligible Item information, improper images and missing or improper endorsement may also result in a charge back of an Eligible Item or delay in funds availability.

9. Image Quality

The front and back images of an item transmitted to the Bank must be legible. Items with poor image quality may delay the deposit process, and you may be instructed to deposit the check using other methods. You agree that the Bank shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

10. Errors

You must notify the Bank of any errors, or suspected errors, related to the items deposited through Mobile Deposit as soon as possible after they occur, and in no event later than sixty (60) days after the related account statement is sent. You can contact the Bank by calling 1-800-431-3340 or 1-508-668-1080 or by visiting the Bank at 982 Main Street, Walpole, Massachusetts. Unless you notify the Bank within sixty (60) days, the account statement containing the deposits made through Mobile Deposits is deemed correct, and you cannot bring a claim against the Bank for any alleged errors.

11. Deposit Limits

The Bank may establish limits on the number of checks and/or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice. Items

transmitted that exceed your limits may result in a rejection of any subsequent deposits. Mobile Deposit checks are limited to a maximum of:

\$3,000.00 per item; and \$3,000.00 per day

Item Requirements

Each imaged Eligible Item must contain the following information, including but not limited to: information about the payor and the paying bank that is preprinted; the MICR; the payor's signature(s); the date; and the required endorsement applied to the back of the original Eligible Item.

All Eligible Items deposited through Mobile Deposit into your Account must be endorsed in the first 1.5 inches of the trailing edge of the back of the Eligible Item. You may identify the "trailing edge" of an item by viewing the Eligible Item from the front. The trailing edge is the left edge of the Eligible Item.

Your endorsement must include your signature and the words "**For Mobile Deposit Only Walpole Co-operative Bank**". Any loss the Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. Each imaged Eligible Item must also meet all standards for image quality by the American National Standards Institute, the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

12. Destruction of Original Check

Upon confirming that you received full credit for the check deposited, you must destroy the check by shredding or other means within sixty (60) days, or clearly mark "VOID" or "Electronically Deposited" on the front and back of the check. This prevents the check from being presented for deposit another time. You agree never to re-present to the Bank or any other party a check or item that has been deposited through Mobile Deposit. You will be liable for checks that are presented and/or deposited more than once.

13. Indemnity

You warrant to the Bank that:

- You will only transmit Eligible Items consisting of checks and items that you are entitled to, and ensure that all checks and items include all required signatures;
- Images will meet the Bank's image quality standards;
- You will not transmit an image or images of the same check or item to the Bank more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party;
- You will not deposit or re-present the original check for deposit;
- All information you provide to the Bank is accurate and true, and that all transmitted images accurately reflect the front and back of the check;
- You will comply with this Agreement and all applicable rules, laws and regulations; and
- You will use Mobile Deposit only for your own deposits.

- You agree to indemnify and hold harmless the Bank from any loss resulting from the breach of the foregoing warranties or breach of any other terms of this Agreement.

14. Security of Your Mobile Device

You are responsible for (i) maintaining the confidentiality and security of your mobile devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Mobile App and use Mobile Deposit, and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Mobile App and/or Mobile Deposit. You agree not to supply your access information to anyone and to immediately notify the Bank if you become aware of any loss, theft or unauthorized use of any access information, including your Mobile Devices. The Bank reserves the right to deny you access to Mobile Deposit if the Bank believes that any loss, theft or unauthorized use of access information has occurred. You are responsible for notifying the Bank if the Mobile Device registered with the Bank is no longer being used.

15. Limitations

When using Mobile Deposit, you may experience technical or other difficulties that are outside the control of the Bank. The Bank is not responsible for damages that you may incur as a result of these difficulties or unavailability of Mobile Deposit.

16. Changes to Mobile Deposit

The Bank reserves the right to terminate, modify, add and remove features from Mobile Deposit at any time in the Bank's sole discretion. You may reject changes by discontinuing use of Mobile Deposit. Your continued use of Mobile Deposit will constitute your acceptance of and agreement to such changes. Maintenance to Mobile Deposit may be performed from time-to-time resulting in interrupted service, delays or errors in Mobile Deposit and the Bank shall have no liability for any such interruptions, delays or errors.

17. Termination

The Bank may terminate your access to Mobile Deposit with or without any reason at the Bank's sole discretion. Your use of Mobile Deposit may be suspended or terminated if the Bank suspects fraud, you misuse Mobile Deposit or tamper with the Mobile App, have excessive overdrafts or returned items or for other reasons at the Bank's sole discretion.

18. Ownership and License

You agree that the Bank and its Third Party Service Providers, including Fiserv Solutions, Inc., retain all ownership and proprietary rights in the Mobile App and Mobile Deposit, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of Mobile Deposit, including the Mobile App. You may use Mobile Deposit only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Mobile Deposit. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose Mobile App or any other part of Mobile Deposit, in any manner contrary to the terms of this Addendum, the Bank shall have, in addition to any other remedies available to the Bank, the right to injunctive relief enjoining such actions.

19. Third Party Beneficiary

You agree that the Bank's Third Party Service Providers, including Fiserv Solutions, Inc., may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third Party Service Providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

20. Liability

THE BANK IS ONLY RESPONSIBLE FOR PROVIDING MOBILE DEPOSIT AS EXPRESSLY STATED IN THIS ADDENDUM. THERE IS NO GUARANTEE THAT ACCESS TO MOBILE DEPOSIT WILL BE AVAILABLE AT ALL TIMES AND THE BANK SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS MOBILE DEPOSIT. MOBILE DEPOSIT IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, THE BANK AND THE BANK'S THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING MOBILE DEPOSIT, MOBILE APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL THE BANK OR ANY OF ITS THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE MOBILE APP, THE SOFTWARE, THE EQUIPMENT OR MOBILE DEPOSIT WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER THE BANK HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE BANK AND ITS THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.