

BRISTOL COUNTY SAVINGS BANK
MOBILE BANKING AGREEMENT AND DISCLOSURE

This Mobile Banking Agreement and Disclosure is by and between Bristol County Savings Bank (the "Bank"), and each person who has applied for, has been accepted to use, and accesses or uses Mobile Banking which the Bank makes available with a Device.

Definition of Terms.

- a. **"Agreement"** means this Mobile Banking Agreement and Disclosure, and all procedures, exhibits, schedules, documents and other agreements referenced herein, if any, each as amended from time to time.
- b. **"Account"** means any checking, savings, money market deposit, certificate of deposit or loan account which you maintain with us.
- c. **"Account Agreement"** means the deposit account agreement between you and us which governs your Accounts and which was provided to you when you opened your Account or any other documents governing your Accounts, each as amended from time to time.
- d. **"Account Information Service"** means the service which allows you to obtain information about an Account.
- e. **"Bank Card"** means a Debit MasterCard™ or ATM card issued by the Bank.
- f. **"Bill Pay Service"** means our online payment service accessed through Internet Banking or Mobile Banking.
- g. **"Business Day"** means any day, excluding Saturday, Sunday and federal holidays and any other day which in Massachusetts is a legal holiday or a day on which banking institutions are authorized to close to the general public.
- h. **"Business Hours"** means our normal hours when we are generally open for business, 8:30 A.M. to 5:00 P.M., Eastern Standard Time, on a Business Day.
- i. **"Device"** means a supportable mobile device, including a cellular phone that is web enabled and/or capable of sending and receiving messages.
- j. **"EFT Agreement"** means our Electronic Fund Transfer Agreement and Disclosures which describes the terms and conditions under which we will provide Account owners with Funds Transfer Services, as amended from time to time.
- k. **"Electronic Consent"** means the Electronic Notices Disclosure and Consent as described and made a part of our Internet Banking Agreement.
- l. **"Funds Transfer Service"** means the service which allows you to transfer funds between Accounts.
- m. **"Internet Banking"** means the electronic banking services which we make available over the internet with BCSB Online™ to Account owners under the terms of our Internet Banking Agreement.
- n. **"Internet Banking Agreement"** means our Internet Banking Agreement and Disclosure which describes the terms and conditions under which we will provide Account owners with Internet Banking, as amended from time to time.
- o. **"Mobile Banking"** means the banking services which are accessible from the Device which you have registered with us for Mobile Banking.
- p. **"Notice"** includes disclosures and notices required by applicable law, the Electronic Consent, and all other communications about Mobile Banking.
- q. **"Passcode ID"** means your use identification number and password for accessing Mobile Banking on your Device.

- r. “**you**” and “**your**” mean each person who has applied for, has been accepted to use, and accesses or uses Mobile Banking and each person who uses Mobile Banking with your permission.
- s. “**we**” “**our**” and “**us**” mean the Bank and any third party service provider which the Bank, in its sole discretion, uses or may use from time to time in providing Mobile Banking.

You and we agree as follows:

- 2. **General.** This Agreement describes the terms and conditions under which we will provide you with access to and use of Mobile Banking, the features of which are discussed more fully in this Agreement. We may also from time to time introduce new features of Mobile Banking. If you have any questions about Mobile Banking, you can call us at 1-774-226-1910 during Business Hours or contact us in a manner as described elsewhere in this Agreement.
- 3. **You Agree.** You agree to access and use Mobile Banking only for the purposes described in this Agreement. You also agree to be bound by this Agreement each time you access or use Mobile Banking and acknowledge that any such access or use of Mobile Banking constitutes acceptance of, and is subject to, the terms and conditions of this Agreement. You should read this Agreement carefully to understand how Mobile Banking works, as well as your rights and obligations if you apply for and access or use Mobile Banking.

You are given this Agreement when you apply for Mobile Banking, or on your request. You should retain a copy of this Agreement for your files. You may call us at 1-774-226-1910 during Business Hours, send us an electronic mail (“email”) message at mobile.banking@bcsbmail.com, or visit one of our branches to request a copy of this Agreement be mailed to you at the address which you have provided to us.

- 4. **Enrollment for Services.**
 - a. **Enrollment.** To enroll for Mobile Banking, you must agree to the terms and conditions of this Agreement. You may enroll in Mobile Banking (i) from your personal computer at bristolcountysavings.com (“website”), or (ii) from a computer located in one of our branches. You agree to provide us with any related forms, schedules or documents which we may require from time to time. If you enroll for Mobile Banking from a computer located in one of our branches, you will receive the Electronic Consent at that computer which you may print and retain for your records.
 - b. **Device.** You must register your Device as part of your enrollment by following instructions which we send to your Device when you initiate enrollment and which are available on our website and at our branches. To register a Device, you must be the authorized user for the assigned number for the Device registered. You agree to provide us with true, accurate, current and complete information during the enrollment process. You may also at any time change Mobile Banking for which you have enrolled by following the appropriate commands on your Device, by calling us at 1-774-226-1910 during Business Hours, by sending us an email at mobile.banking@bcsbmail.com, or by visiting one of our branch locations where one of our staff can give you instructions on

the procedures which you will need to follow in making changes.

- c. **Approval by Us.** Your enrollment and documents, if any, must be reviewed and approved by us. Use of Mobile Banking for Bill Pay Service is not available to any Account owner who is less than 18 years of age. If you are less than 18 years of age, we will reject your enrollment for Bill Pay Service if included in your enrollment. We also reserve the right to reject your enrollment in Mobile Banking or to refuse your access to or use of Mobile Banking for any reason and in our sole discretion.
 - d. **Activation.** When your enrollment for Mobile Banking has been approved by us, Mobile Banking will be activated by following the instructions which we send to your Device, and which are available on our website or by calling us at 1-774-226-1910 during Business Hours. Commands for use of Mobile Banking are available on our website and may change from time to time. Activation procedures may vary based on the services selected. One form of activation is that we will send a text message to your Device which will allow you to download our Mobile Banking application to your Device and to enter your Bank Card number for the Accounts to which you would like access. We will then credit your primary Account with two small deposits and then immediately debit this Account with the same amounts as the deposits in order to reverse the transactions. Activation of Mobile Banking will require that you review your Account and enter these deposit amounts using your Device. Another form of activation may require you to enter your Bank Card number, the card security code (printed on the back of the card), and the card expiration date. Once we review your entries to make certain that you are successfully using Mobile Banking, Mobile Banking with your Device will be activated. By activating Mobile Banking, you are confirming that you accept and are legally bound by the terms and conditions of this Agreement.
 - e. Mobile Banking is offered as a convenience and supplemental service to your banking with us. It is not intended to replace access to Internet Banking from your personal computer or other methods you use for managing your Accounts and other services with us. Internet Banking is not required to access Mobile Banking except for Bill Pay Services.
5. **Using Mobile Banking.** To access or use Mobile Banking, you will need to satisfy the following requirements:
- a. **Account Maintenance.** You may use Mobile Banking if you have an active checking Account or statement savings Account in good standing and have a Bank Card associated with the Account. Except as provided for in this Agreement, upon successful enrollment for Mobile Banking, each Account which is linked to your Bank Card and which is established using your customer identification number automatically will be designated for use with Mobile Banking. However, only a checking Account may be used with Bill Pay Service. We reserve the right to deny any account designation in our sole discretion. We may also limit the types and number of Accounts eligible for Mobile Banking.

You must be the sole owner of any Account, but if any Account is a joint Account, you must be the primary owner of the Account and each Account owner

will be bound by all the terms and conditions of this Agreement. Each joint Account owner agrees that he or she is jointly and severally liable for all transactions, fees and charges and other responsibilities which may arise under this Agreement, regardless of whether such joint Account owner actually accesses or uses Mobile Banking. **You understand and agree that any person with access to an Account will have access to and use of all Accounts (and any subsequent Accounts), whether or not the person's name appears in the Account title or is otherwise authorized to sign on the Account.**

You may at any time change any Account which you have enrolled for use with Mobile Banking by following the requirements of those Account Agreements.

You must maintain at least one active checking Account or statement savings Account in good standing for as long as this Agreement is in effect. If your Bank Card is terminated or your checking Account is closed for any reason, your access to and use of Mobile Banking for Bill Pay Services will be terminated.

- b. **Device.** You must have a Device to use Mobile Banking. Mobile Banking features and services may vary depending on the method of Mobile Banking which we offer and method which you select. Currently two methods of Mobile Banking are available. One is through an application downloaded to your Device. The second is through a web browser on your Device. Not all Device models or all carriers support Mobile Banking at all times. We cannot guarantee the availability of underlying data services provided by your mobile carrier, and we are not responsible for carrier data outages or "out of range" issues.
- c. **Computer.** You must have access to a personal computer even if you do not have or utilize Internet Banking so that we may send Notices electronically to you.
- d. **Bill Pay Service.** If you have enrolled for use of Mobile Banking for Bill Pay Service, you must also be enrolled for Internet Banking and have an active checking Account. You will then be able to access and use Mobile Banking for authorizing us to make payments to others by debiting your checking Account. The terms and conditions of our Internet Banking Agreement and EFT Agreement are applicable to use of Bill Pay Services with Mobile Banking and are incorporated into this Agreement. There are certain limitations on the use of Mobile Banking for Bill Pay Service which are described in the Internet Banking Agreement and EFT Agreement. You acknowledge and agree that you have received copies of these agreements and are bound by the terms and conditions of these agreements.
- e. **Funds Transfer Service.** If you have enrolled for Funds Transfer Service, you must also accept and be bound by our EFT Agreement. You then will be able to access and use Mobile Banking to transfer funds between Accounts for any reason, including making a payment to loan Account. The terms and conditions of our EFT Agreement are applicable to use of Funds Transfer Services with Mobile Banking and are incorporated into this Agreement. You acknowledge and agree that you have received a copy of the EFT Agreement.

- f. **Account Information Service.** If you have enrolled for Account Information Service, you must also accept and be bound by our EFT Agreement. You will then be able to access and use Mobile Banking to obtain (i) summary information about each Account, including current and available Account balances and (ii) limited transaction data, including date, amount and general transaction type for the immediately preceding 10 transactions. However, Mobile Banking may not be used for other Account Information Services which are provided in our EFT Agreement. Information obtained using the Account Information Service will generally be current as of the time you obtain the information using the Account Information Service but may be limited as provided in our EFT Agreement.

6. **Passcode ID.**

- a. **Selection.** When you first use Mobile Banking on your Device, you will be asked to select your initial Passcode ID which you will need to use each time you wish to use Mobile Banking. You may change your Passcode ID from time to time and at your sole discretion in accordance with this Agreement. Your Passcode ID must at all times during the term of this Agreement satisfy the security procedures which we, in our sole discretion, establish from time to time. You should select a “strong” password and change your password at least once every sixty (60) days.
- b. **Protection of Passcode ID.** You accept as your sole responsibility the selection, use, protection, confidentiality of, and access to, the Passcode ID. You agree not to provide your Passcode ID to any person or otherwise permit such person to use your Passcode ID or Device for Mobile Banking and to take reasonable precautions to safeguard your Passcode ID and Device and to keep it confidential. You acknowledge and agree that, if you permit another person to access or use your Device for Mobile Banking or give any person your Passcode ID, you are responsible for any such access or use and charges incurred by such person, even if that person exceeds your authorization.
- c. **Business Customers.** If you are a business customer, you acknowledge and agree that (a) the Passcode ID is a commercially reasonable method for the purpose of verifying whether any payment, transfer or other access to or use of Mobile Banking was initiated by you and (b) the Passcode ID is not intended, and it is commercially reasonable that the Passcode ID is not intended, to detect any errors relating to or arising out of a payment, transfer or other access to or use of Mobile Banking.
- d. **Notice.** You agree to notify us immediately by calling us at 1-508-828-5420 during Business Hours or by calling our Voice Response Unit, toll free, at 1-866-784-5515, which is available 24 hours a day, 7 days a week, or by writing to us at Customer Service Department, 35 Broadway, Taunton, Massachusetts 02780 if you have reason to believe that the confidentiality of your Passcode ID has been compromised in any manner, that your Passcode ID or Device has been lost, stolen or used (or may be used), or that Mobile Banking has otherwise been or may be accessed or used, with your Passcode ID without your permission. Please see the EFT Agreement and Internet Banking Agreement for additional information about your liability for unauthorized transfers, payments and other

Mobile Banking.

- e. **Authentication.** Your Passcode ID identifies and authenticates you to us when you access or use Mobile Banking. You authorize us to rely on your Passcode ID to identify you when you access or use Mobile Banking, and as signature authorization for any payment, transfer or other Mobile Banking. You acknowledge and agree that we are authorized to make Mobile Banking available to anyone using your Passcode ID with your Device, and to act on any and all communications or instructions received under your Passcode ID, regardless of whether the communications or instructions are authorized or authorization is exceeded. You also further acknowledge and agree that we are not under any obligation to inquire as to the authority or propriety of any such communications or instructions.
- f. **Ownership.** We own your Passcode ID, and you may not transfer it to any other person. You agree to discontinue use of your Passcode ID on our demand and on termination of this Agreement. If this Agreement is terminated, your Passcode ID will be deactivated and may not be used to access or use Mobile Banking. Please see our EFT Agreement for additional information about your Passcode ID.

7. **Debiting Accounts.**

- a. **General.** You authorize us to, and we may in our sole discretion, charge and automatically deduct from your Accounts (or any other deposit account you maintain with us, if necessary) any transfer or payment fees, service fees, and charges which are payable by you as a result of your use of Mobile Banking for a Funds Transfer Service or Bill Pay Service in accordance with the terms and conditions of our EFT Agreement, Internet Banking Agreement and any Account Agreement.
- b. **Miscellaneous Charges.** You are responsible for all charges incurred in connecting to Mobile Banking, including any sales taxes, fees or similar charges imposed by federal, state or local governments where you are located and all charges incurred in connection with or related to the use of the Device, such as all charges by your Device carrier or other service providing connection from your Device.

8. **Hours of Access.** You generally may access Mobile Banking 24 hours a day, 7 days a week, except you will generally not be able to access (a) the Bill Pay Service from 6:00 a.m. to 9:00 a.m., Eastern Time, on Sundays, or (b) Mobile Banking during any special or other scheduled maintenance periods or interruption or delay due to causes beyond our control. These hours of access are subject to change without Notice.

9. **Services Description.** By accessing Mobile Banking with your Passcode ID, you can perform any or all Mobile Banking for which you have enrolled and been approved, subject to the limitations described in this Agreement. If you do not access or use Mobile Banking for a period of more than ninety (90) days, we may, in our sole discretion, terminate your access to and use of Mobile Banking without Notice to you.

10. **Mobile Banking Limitations.**

Revision Date: March 22, 2010

- a. **Funds Transfers.** Funds transfers from your savings and money market deposit Accounts which are made using the Funds Transfer Service or Bill Pay Service are counted against the permissible number of transfers prescribed by federal law. Please see our EFT Agreement for more details about these limitations.
 - b. **Certificate of Deposit and Loan Accounts.** The Mobile Banking cannot be used (i) to transfer funds to or from any certificate of deposit Account or a passbook savings Account, (ii) to obtain an advance or to transfer funds from any Account which is a loan Account or (iii) to transfer funds from an Account other than a checking or statement savings Account to make a payment on a loan Account.
 - c. **Other Limitations.** The activities which you can perform with Mobile Banking are further limited by, and are subject to, the terms and conditions disclosed in this Agreement and the Account Agreement. There also may be additional limitations on the number of transfers, payments or other services which can be performed with the Accounts for security reasons.
11. **Relation to other Agreements.** Your use of Mobile Banking may also be affected by other agreements between you and us, including, without limitation, our Internet Banking Agreement and our EFT Agreement, and one or more of our Account agreements. When you use Mobile Banking for access to your Accounts, you do not change the terms of any of those agreements. You should review these agreements for any applicable fees, limitations on the number of transactions which you can make and for other restrictions which impact your access to an Account with Mobile Banking.
 12. **Security.** You agree not to disclose any proprietary information regarding Mobile Banking to any third party. You also agree to comply with the security procedures described in our EFT Agreement, our Internet Banking Agreement, and any other operating, security and recognition procedures which we may establish from time to time with respect to Mobile Banking. You will be denied access to and use of Mobile Banking if you fail to comply with any of these procedures.
 13. **Your Liability.** Please see the EFT Agreement for the terms and conditions of your liability for unauthorized transfers or payments with respect to Mobile Banking, all of which are incorporated into this Agreement.
 14. **Our Liability.** Please see the EFT Agreement for the terms and conditions of our liability with respect to Mobile Banking, all of which are incorporated into this Agreement.
 15. **Disclaimer of Warranty.** **UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT (A) USE OF AND ACCESS TO MOBILE BANKING BY ANY MEANS IS AT YOUR SOLE RISK, (B) MOBILE BANKING IS PROVIDED "AS IS" AND "AS AVAILABLE", AND (C) EXCEPT AS PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO MOBILE BANKING, INCLUDING, WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY THAT MOBILE BANKING WILL BE UNINTERRUPTED,**

ERROR FREE OR PROVIDE ADEQUATE, COMPLETE OR TIMELY INFORMATION OR DATA.

16. **Business Customers.** If you are a business customer, you acknowledge and agree that Sections 12 and 13 hereof and the EFT Agreement do not apply to your enrollment for and use of Mobile Banking. We have no liability to business customers for the failure to process transactions for any reason.

As a business customer, you acknowledge and agree that you are fully responsible for any and all use of your Passcode ID and Device for Mobile Banking and that you are liable for all losses, claims and damages which you may incur as a result of the use of Mobile Banking on your Device. You agree to reimburse us immediately for any loss, claim or damage which we may incur as a result of either authorized or unauthorized use of Mobile Banking.

17. **Terminating this Agreement.** We reserve the right to terminate this Agreement, in whole or in part, for any reason and at any time by giving you Notice in a manner provided for in this Agreement and in accordance with applicable law. You also have a right to terminate this Agreement and the use of your Passcode ID and Device for Mobile Banking by sending us an email at mobile.banking@bcsbmail.com, by calling us at 1-775-226-1906 during Business Hours, or by writing to us at 35 Broadway, Taunton, Massachusetts 02780, Attention: Mobile Banking Administration. Any request to terminate your access to and use of Mobile Banking will be effective only after we have had a reasonable opportunity to act on your request.

We will not be liable if we choose to make any payment or transfer or to perform any Mobile Banking which was previously authorized or is subsequently authorized after this Agreement terminates.

Any termination of this Agreement, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement, even if we allow any transaction to be completed with your Device after this Agreement has been terminated.

In addition, the provisions of this Agreement relating to your and our liability and the disclaimer of warranties (Sections 12, 13, 14 and 17) shall survive the termination of this Agreement.

18. **Privacy.** Information about your Accounts (if they are held for personal, family or household purposes) is governed by our privacy policy, which can be found at www.bristolcountysavings.com and which you have already received. (Please also see the EFT Agreement and Internet Banking Agreement for circumstances under which we will disclose information about transfers and payments to or from such Accounts).

19. **Assignment; Binding Effect.** We may, at any time, assign this Agreement, including our rights, interests and obligations thereunder, in whole or in part, or delegate any of our responsibilities under this Agreement to any other person or entity without Notice to or consent from you. You may not assign this Agreement, including any of your rights, interests and obligations thereunder, in whole or in part, or delegate any of your responsibilities under this Agreement without our prior written consent. We are not under any obligation to give our consent, and any attempt to assign this Agreement

without our written consent will be null and void. This Agreement shall be binding upon and inure to the benefit of you and us, and your and our permitted assigns and successors.

20. **Our Communications.**

- a. **Electronic Communications Consent.** By accepting this Agreement and using Mobile Banking, you agree to receive from us any disclosures, agreements or other communications relating to Mobile Banking electronically. Such communications include transfer disclosures, any other disclosures required by law or regulation, this Agreement, our EFT Agreement, our Internet Banking Agreement, and any other communications which are provided to you at any time while Mobile Banking is in effect. We may also provide such communications at our website. Any such communications which are required by law or regulation will be provided on our website in a form which you can print and retain for your records. You have the right to receive a paper version of such communications. You will not be charged a fee for the paper version. You have the right to withdraw your consent to receive communications electronically. If you withdraw your consent to receive communications electronically, we may terminate this Agreement and your Mobile Banking, but you will not be charged a fee for your withdrawal of consent.
- b. **Notice.** If you have Internet Banking, we deliver Notices to you as provided in our Internet Banking Agreement at the email address which you provide to us in your enrollment form for Internet Banking, and any such Notice will be effective and deemed delivered as described in the Electronic Consent if you use Internet Banking.

You agree to notify us promptly about any change in your email address in the manner described in the Electronic Consent if you have Internet Banking, and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon your Notice. If your Account is a joint Account, you agree that we may consider any Notice as being given to all Account owners when such Notice is given to any one Account owner. Unless otherwise provided for in this Agreement, you and we also agree that any Notice sent by email constitutes a "writing" for purposes of this Agreement. You also agree that we may send you a Notice electronically in any response to any Notice which you sent to us, regardless of whether your original Notice to us was sent electronically.

21. **Your Communications.** Any notice or communication that you are required or permitted to give to us under this Agreement must be delivered to us by email at mobile.banking@bcsbmail.com or by first class, United States mail, postage prepaid, to 35 Broadway, Taunton, Massachusetts 02780, Attention: Mobile Banking Administration.

To the extent permitted by applicable law, any Notice or other communication you deliver to us, regardless of how delivered to us, will not be effective until we receive and have had a reasonable opportunity to act upon such notice or communication. You agree to report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors) to us by calling us as soon as possible at 1-508-828-

5420 during Business Hours or by calling our Voice Response Unit, at 1-866-784-5515, which is available 24 hours a day, 7 days a week. We may, however, require you to provide us with written confirmation of any oral notice of alleged error.

22. **No Waiver.** No waiver of any right or obligation under this Agreement by us on any occasion will constitute a waiver of that right on any subsequent occasion. In any event, no waiver by us of any of our rights is effective against us unless it is in a writing signed by us.
23. **Changes.** We reserve the right to change Mobile Banking, any service accessible with Mobile Banking, and this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without Notice to you unless we are required by applicable law to provide you with advance Notice of the proposed change. In such instances, the change will be effective upon the effective date stated in the Notice of the proposed change. In such instances, the change will be effective upon the effective date stated in the Notice after we have provided you with the required advance Notice. You will be deemed to accept any change to Mobile Banking and this Agreement if you access or use Mobile Banking after the effective date stated in the Notice. If you do not accept any such change, you have a right to terminate this Agreement as herein provided; however, you will remain obligated under this Agreement, including, without limitation, being obligated to pay all amounts owing under this Agreement, even if we make changes to this Agreement.
24. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable by a court or any governmental agency having competent jurisdiction, that provision will continue to be enforceable to the fullest extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.
25. **Governing Law.** This Agreement is governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its applicable conflict of law principles and the applicable laws of the United States. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation.
26. **Entire Agreement.** You acknowledge and agree that any access to or use of Mobile Banking constitutes acceptance of the terms and conditions of this Agreement, and that this Agreement contains the entire and final agreement and expressly supersedes all prior agreements and understandings, both written and oral, between you and us concerning Mobile Banking.

The Account Agreement and other related documentation also governs your Accounts. If any provision of the Account Agreement or the related documentation is inconsistent with a provision of this Agreement, the provisions of this Agreement will apply to Mobile Banking.

27. **Monitoring and Recording.** You acknowledge and agree that your telephone calls, Notices, and other communications which you provide to us may be monitored and

recorded for training and quality control purposes. We may, and you agree and authorize us to, monitor, record, retain and reproduce your telephone calls, any Notices, and other communications which you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any payment, transfer or other Mobile Banking. We will not be liable to you or any third party for any losses or damages which are incurred as a result of these actions. We are not under any obligation to monitor, record, retain or reproduce such items unless required to do so by applicable law.

28. **Relationship**. You and we are not partners, joint venturers or agents of each other as a result of this Agreement.
29. **Section Headings**. The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations.