

Standard Terms and Conditions

Terms and Conditions: Salem Co-operative Bank

Thank you for using Salem Co-operative Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 61539. To cancel, text "STOP" to 61539 at any time. In case of questions please contact Customer Service at 603-893-3333 or visit www.salemcoop.com.

Terms and Conditions

Program: Salem Co-operative Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving a SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Contact your mobile carrier for rates. Customers will be allowed to opt out of this program at any time. Bill Pay and Mobile Deposit are an extension of Mobile Banking and are accessed through Online Banking. All Terms and Conditions of Online Banking apply to these ancillary products.

Questions: You can contact us at 603-893-3333, or send a text message with the word "HELP" to this number: 61539. We can answer any questions you have about the program.

To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 61539. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the Terms and Conditions presented here. Salem Co-operative Bank in its discretion may modify these Terms and Conditions at any time.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Salem Co-operative Bank or any service provider.

Privacy and User Information - You acknowledge that in connection with your use of Mobile Banking, Salem Co-operative Bank and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Salem Co-operative Bank and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Salem Co-operative Bank and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these Terms and Conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restriction on Use - You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Salem Co-operative Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Salem Co-operative Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Salem Co-operative Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software. You agree to defend, hold harmless and indemnify Salem Co-operative Bank and its service providers from any and all costs, expenses, losses, liabilities, fees (including attorney's fees), damages, awards, and/or claims arising from any allegation, claim, action or cause of loss, damage, harm or injury resulting from, or associated with, your use of Mobile Banking or the Software. Moreover, upon any breach or default by you hereof, you agree, in addition to any other right or remedy available to Salem Co-operative Bank, to pay and reimburse Salem Co-operative Bank for any and all costs, expenses and fees (including attorney's fees), incurred by Salem Co-operative Bank due to, arising from, or as a result of, said breach, breaches or default.

UseofGoogleMaps: You agree to abide by the Google Terms and Conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

You agree to access and use Mobile Banking only for the purposes described in these Terms and Conditions. You also agree to be bound by these Terms and Conditions 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 within this document. We recommend you read and become familiar with these Terms and Conditions to understand how Mobile Banking works, as well as your rights and obligations if you apply for and/or use Mobile Banking.

You are given these Terms and Conditions when you apply for Mobile Banking, or upon your request. You may call us at 603-893-3333 during Business Hours or email us at ops@saalemcoop.com to request a copy of these Terms and Conditions.

Enrollment for Services

Enrollment - To enroll for Mobile Banking, you must agree to all Terms and Conditions. You must be an

authorized signer on the account. You may enroll in Mobile Banking once you are registered for and have accessed our Online Banking Service from your personal computer at www.salemcoop.com. By activating Mobile Banking, you are confirming that you accept and are legally bound by these Terms and Conditions.

Activation - When your enrollment for Mobile Banking has been completed, Mobile Banking will be activated by downloading the application onto your Device and logging in with your User ID and Password.

Mobile Banking is offered as a convenience and supplemental service to your banking with us. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and other services with us.

Using Mobile Banking

To access or use Mobile Banking, you will need to satisfy the following requirements:

Account Maintenance - You may use Mobile Banking if you have an active checking or savings account in good standing and have Online Banking service associated with the account. Except as provided for in these Terms and Conditions, upon successful enrollment for Mobile Banking, each account which is linked to your Online Banking service will be designated for use with Mobile Banking. However, only a checking account may be used with Bill Payment 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 maintain at least one active checking or savings account in good standing for as long as this Agreement is in effect. If your Online Banking service is terminated your access to and use of Mobile Banking will be terminated.

Device - You must have a Device to use Mobile Banking. 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.

Computer - You must have access to a personal computer, enroll in our Online Banking service and authorize Mobile Banking prior to signing into Mobile Banking.

Bill Payment Service - If you wish to use Mobile Banking for processing your Bill Payments, you must also be enrolled for Bill Payment Service within your Online Banking service and have an active checking account. You must first set up your Bill Payment Payees within your Online Banking before processing payments through Mobile Banking. 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 Online Banking Agreement and Bill Payment Terms and Conditions are applicable for use of Bill Payment Service with Mobile Banking and are incorporated into these Terms and Conditions. There are certain limitations on the use of Mobile Banking for Bill Payment Service. You acknowledge and agree that you have received copies of these Terms and Conditions and are bound by the Terms and Conditions.

Password Selection - When you first enroll in Mobile Banking, you will be asked to enable your Online Banking User ID and Password on your Device. You will need to use your User ID and Password each time you use Mobile Banking. Your Password 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 ninety (90) days within your Online Banking.

Protection of Password - You accept as your sole responsibility the selection, use, protection, confidentiality of, and access to, the Password. You agree not to provide your Password to any person or otherwise permit such person to use your Password or Device for Mobile Banking and to take reasonable precautions to safeguard your Password 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 Password, you are responsible for any such access or use and charges incurred by such person, even if that person exceeds your authorization.

Notice - You agree to notify us immediately by sending us an email at ops@salemcoop.com or by calling us at 603-893-3333 during Business Hours if you have reason to believe that the confidentiality of your Password has been compromised in any manner, that your Password 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 Password without your permission. Please see the EFT Agreement, Online Banking Agreement and Bill Payment Terms and Conditions for additional information about your liability for unauthorized transfers, payments and other Mobile Banking.

Authentication - Your User ID and Password identifies and authenticates you to us when you access or use Mobile Banking. You authorize us to rely on your User ID and Password to identify you when you access or use Mobile Banking 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 User ID and Password with your Device, and to act on any and all communications or instructions received under your User ID and Password, 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.

Ownership - We own your User ID and Password, and you may not transfer it to any other person. You agree to discontinue use of your User ID and Password on our demand and on termination of this Agreement. If this Agreement is terminated, your User ID and Password will be deactivated and may not be used to access or use Mobile Banking. Please see our EFT Agreement for additional information about your User ID and Password.

Debiting Accounts

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 Payment Service in accordance with the Terms and Conditions of our EFT Agreement, Online Banking Agreement, Bill Payment Terms and Conditions, and any account Agreement.

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.

Hours of Access - You may access Mobile Banking 24 hours a day, 7 days a week, except you will generally not be able to access 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.

Services Description - By accessing Mobile Banking with your User ID and Password, you can perform any or all Mobile Banking for which you have enrolled and been approved, subject to the limitations described in these Terms and Conditions. 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.

Mobile Banking Limitations

Funds Transfers - Funds transfers from your savings and money market deposit accounts which are made using the Funds Transfer Service or Bill Payment Service are counted against the permissible number of transfers prescribed by federal law*.

*Transaction Limitations: On Savings accounts and Money Market accounts - You may make no more than six "convenient" transfers or withdrawals per month from the account. "Convenient" transfers and withdrawals, for purposes of this limit, include pre-authorized, automatic transfers (including but not limited to transfers from the savings deposit for overdraft protection or for direct bill payments) and transfers and withdrawals initiated by telephone, facsimile, or computer, and transfers made by check, debit card, or other similar order made by the depositor and payable to third parties. Other types of transfers, such as withdrawals or transfers made in person at

the Bank, by mail, or by using an ATM, do not count toward the six-per-month limit and do not affect the account's status as a savings account.

Fees: - An excess debit transfer withdrawal fee may be charged for each third party withdrawal in excess of six during a calendar month. See Consumer Fee Schedule.

Please see our EFT Agreement and/or Disclosure for more details about these limitations.

Certificate of Deposit and Loan Accounts - The Mobile Banking cannot be used (i) to transfer funds to or from any certificate of deposit account, passbook or IRA accounts, (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 savings account to make a payment on a loan account.

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 Your Deposit 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.

Relation to other Agreements

Your use of Mobile Banking may also be affected by other agreements between you and us, including, without limitation, our Online Banking Agreement, our Bill Payment Terms and Conditions, 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.

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 Online Banking Agreement, our Bill Payment Terms and Conditions, 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.

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.

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.

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.

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 User ID and Password and Device for Mobile Banking by sending us an email at ops@salemcoop.com, by calling us at 603-893-3333 during Business Hours, or by writing to us at Salem Co-operative Bank, 3 So Broadway, Salem, NH 03079-0067, Attention: Deposit Services. 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.

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.salemcoop.com and which you have already received. (Please see the EFT Agreement, Online Banking Agreement, and Bill Payment Terms and Conditions for circumstances under which we will disclose information about transfers and payments to or from such accounts).

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.

Communications - Any Notice or communication that you are required or permitted to give to us under this Agreement must be delivered to us by mail, to Salem Co-operative Bank, 3 So Broadway, Salem NH 03079-0067, Attention: Deposit Services or by email at ops@salemcoop.com.

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 603-893-3333 during Business Hours. We may, however, require you to provide us with written confirmation of any oral Notice of alleged error.

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.

Changes - We reserve the right to change Mobile Banking, any service accessible with Mobile Banking, and this Agreement in our sole discretion, 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.

Mobile Deposit

Salem Co-operative Bank offers Mobile Deposit as a simple way to deposit into certain Salem Co-operative Bank accounts using your mobile device camera. To use Mobile Deposit, you must be a Salem Co-operative Bank account holder and have agreed to the Online Banking Agreement. You may transmit deposits to us electronically only from a mobile capture device located in the United States. All Online Banking users over the age of 18 can use Mobile Deposit. This service is available to users with an iPhone or Android and the Salem Co-operative Mobile Deposit App which can be found at either the Apple App Store or at Google Play.

Fees - There are no fees associated with Mobile Deposit. However, the Bank retains the right to charge for this service in the future upon 30 days prior notice to you. Internet data usage rates may apply from your Internet service provider or mobile carrier. Check with your mobile carrier for rates.

Equipment - To use Mobile Deposit, you must have a supported mobile device, such as a smartphone that is compatible with the Bank's 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. We do not guarantee that all mobile devices and operating systems are compatible with the Service.

Cut-Off Times for Deposits - Cut off time for Mobile Deposit is 3:00PM. Deposits are normally received within two (2) business days. Mobile Deposits are considered deposited at a branch of Salem Co-operative Bank. For Funds Availability please refer to our Funds Availability Disclosure.

Deposit Limits – The Bank reserves the right to impose limits on the amount(s) and/or number of Mobile Deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time.

Errors – You agree to notify Salem Co-operative Bank of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than 60 days after the applicable Salem Co-operative account statement is mailed. Unless you notify the Bank within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such error.

How to Use Mobile Deposit

You can deposit your check into the account you have selected through Mobile Banking.

- a. Sign/Endorse the back of the check and legibly write "Mobile Deposit".
- b. When prompted for the amount, carefully enter the check amount to ensure it matches the amount written on the check.
- c. Flatten the check and unfold any folded corners prior to taking the picture.
- d. Take a picture of the entire check (front and back) using a dark solid background in a well-lit area, making sure that the MICR line (the nine digits on the bottom of the check) is visible and not blurred. Try not to include too much of the area surrounding the check.
- e. You will be prompted to confirm the deposit amount. The daily (24 hour) limit that can be deposited is \$5,000.00, with a per check limit of \$2,500.00. Only one check per deposit can be processed through Mobile Deposit.
- f. The deposited funds are normally received within two (2) business days. If an extended hold is placed on the funds, you will receive a notice in the mail.
- g. All Mobile Deposits are subject to review. Once your deposit is accepted it will show as Pending.
- h. If an error is encountered that causes the item to fail during submission, you will receive a message and may be given the option to retake the image. If the deposit failed, you will see a Failed message.
- i. After your deposit is accepted it could reject at other times during the posting process. Please check your Deposit History to confirm the check was posted. Check images will not be stored on your mobile device.

Destruction of Original Checks - After you receive confirmation that we have received and accepted the image, clearly mark the check "VOID" or "Electronically Deposited". Please keep your paper check until funds are posted to your account. This prevents the check from being presented for deposit a second time. **You agree never to represent to us or any other party a check or item that has been deposited through this Service previously or at another bank.** You will be liable for checks that are presented and/or deposited more than once.

Types of checks you cannot deposit:

- a. Checks payable to any person or entity other than you, or to you and another party.
- b. 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.
- c. Checks that are not in original form with an original signature, such as substitute checks or remotely created checks.
- d. Checks drawn on a financial institution located outside the United States.
- e. Checks not payable in United States currency or cash.
- f. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- g. Other checks include: Travelers Checks, Foreign Checks, Comdata Checks, Credit Card Advance Checks, Savings Bonds, Returned Deposited Items, insurance checks or double endorsed checks.

Should you have any questions concerning Mobile Deposit, you may contact Customer Service during normal banking hours at 603-893-3333.

Receipt of Deposits - We reserve the right to reject any check transmitted through Mobile Deposit, at our discretion. Salem Co-operative Bank is not responsible for processing or transmission errors that may occur, or for the deposited items that we do not receive.

Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank for any reason, including but not limited to the quality of the image, you agree that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You agree to reimburse the Bank for all loss, cost, and damage or expense caused by or related to the processing of the returned item. You agree not to redeposit a returned check without our approval.

You agree the Bank may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or any warranty claim related to such item, whether or not the rejection, return adjustment or warranty claim was made timely.

Salem Co-operative Bank reserves the right to delete your Mobile Banking access at any time for misuse of the product or any of the Terms and Conditions listed in this agreement.

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.

Governing Law - 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.

Relationship - You and we are not partners, joint ventures or agents of each other as a result of this Agreement.

Section Headings - The section headings used in this Agreement are only meant to organize these Term and Conditions, and do not in any way limit or define your or our rights or obligations.

PLEASE KEEP A COPY OF THIS MOBILE BANKING AGREEMENT AND DISCLOSURE FOR YOUR RECORDS.