

Consumer Online & Mobile Services Agreement

Revision 10/2019

SCOPE OF AGREEMENT

This Consumer Online Services Agreement ("Agreement") applies to the electronic banking services you receive from The Washington Trust Company through use of the Internet ("Online Banking") or mobile application "Mobile Banking", which allows you to access the following online services: account access ("Account Access"), bill pay service ("Bill Pay"), in addition to other banking services offered through Online Banking (the "Service"). You may download The Washington Trust Company mobile application to access many of the same features and services available through "Online Banking". All reference to "Online Banking" includes "Mobile Banking" unless otherwise noted. You must have an active Washington Trust account open and in good standing to use the Service. The terms, conditions, and disclosures for each of your Washington Trust accounts and loans continue to apply, notwithstanding anything to the contrary in this Agreement. By using Online Banking, you agree to the terms and conditions of this Agreement and in addition to all other terms accepted within the Online Banking platform. Print or store a copy of this Agreement for your records. You may also review this Agreement from time to time and at your convenience on our website at www.washtrust.com. If you would like a paper copy of this Agreement, please contact us and one will be mailed to you.



The laws of Rhode Island and applicable federal law govern this Agreement. These laws and the regulations adopted in accordance with their provisions are referred to in this Agreement as "Applicable Law". If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable; additionally, all remaining provisions shall remain in full force and effect. The headings used throughout this Agreement are for convenience only and shall not govern the interpretation of its provisions. In the event of a dispute regarding the Service, you agree that it will be resolved by looking to the terms and conditions contained herein, including all other terms accepted, and in the Electronic Funds Transfer Agreement provided to you. You may also access a copy of the Electronic Funds Transfer Agreement on our website www.washtrust.com.

The words "we," "us," "our", and "Washington Trust" mean The Washington Trust Company and its successors or assigns.

The words "you" or "your" mean each and all of those who use the Service, including those you authorize to use this Service on your behalf.

The word "account" means any one or more deposit and/or loan accounts you have with Washington Trust to which you are authorized access through the Service.

The term "Business Day" means Monday through Friday, and excludes Saturday, Sunday, and all federal legal holidays. The term "Non-Business Day" means a Saturday, Sunday or federal legal holiday. The term "business hours" refers to normal operating hours of 8:30 a.m. to 5:00 p.m., Eastern Time.

Account Access

You are able to use the Service to access the following types of accounts:

- Checking accounts
- NOW accounts
- Savings accounts

- Money market accounts
- Certificate of Deposit accounts
- Consumer loan accounts
- Mortgage and Home Equity loan/line accounts

The Service allows you to:

- View account balances
- View check images
- View monthly checking and savings statements*
- Place a stop payment on a single check or series of checks
- Review recent transactions
- Transfer money between accounts at the bank
- Transfer money between your accounts at the bank and your accounts at another bank*
- Make a payment on your loans with us
- Set up automatic transfers
- Establish Text Message and Email Alerts
- Download information to popular money management software*
- Communicate with us via e-mail
- Pay and receive bills electronically via Bill Pay
- Deposit a check through Mobile Banking (Remote Deposit)
- Place a check order
- Request a new debit card or a replacement debit card*
- Opt in or opt out of overdraft protection coverage*
- Apply for a loan*
- Request a change of address*
- Direct connect to Quicken*
- Change login credential and one-time passcode security phone number(s)

* Services not currently available through Mobile Banking

ELECTRONIC COMMUNICATIONS

You agree to receive this Agreement and all disclosures or notices required by Applicable Law and all other communications, electronically to the email address you designate in your Settings. You also agree that we may respond to any communication you send to us with an electronic communication, regardless of whether your original communication to us was an electronic communication.

Any electronic communication we send to you will be considered received within three (3) calendar days of the date sent by us to the email address you designate in your Settings, regardless of whether you log on to the Service within that time frame. To the extent permissible under Applicable Law, any electronic communication you send to us will not be effective until we receive and have had a reasonable opportunity to act on such email message. E-mail transmissions may not be secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers, passwords, account information, etc. via e-mail. You should not rely on email if you need to communicate with us on an immediate basis. We advise that you report all matters requiring immediate attention to us by visiting a

branch location or calling the Customer Solutions Center at 401-348-1200 or 800-475-2265. We may, however, require you to provide us with written confirmation of any verbal or electronic request or notice.

Notifications, as applicable, should be forwarded to the following:

Method of Notification Send To:

E-Mail info@washtrust.com

Postal Mail THE WASHINGTON TRUST COMPANY
23 Broad Street, Westerly, Rhode Island 02891
Attn: Online Services

AGREEMENT AND ACKNOWLEDGEMENT

By using the Service or authorizing others to use the Service, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by all the provisions of this Agreement and by all the agreements incorporated herein by reference that also govern your account with us. These Agreements may be amended from time to time and we will provide notice of such changes as may be required by Applicable Law.

SERVICE SECURITY

We are committed to protecting the security and confidentiality of information about you and each of your bank accounts. We use sophisticated technology in the ongoing development of the Service and the activities contemplated thereby to enhance this security. We use several different security methods to protect your account information:

Online Banking:

- You can only access the Service with certain browsers that have high security standards.
- If we do not recognize your computer, you will be asked to enter a one-time passcode to verify your identity.
- The Service will automatically log off if prolonged periods of inactivity occur.

Mobile Banking:

- You can only access the Service with certain mobile/ wearable devices that meet necessary security requirements to support the most current version of The Washington Trust Company mobile application.
- If we do not recognize your mobile device, you will be asked to enter to confirm access through voice call or text message response.
- The Service will automatically log off if prolonged periods of inactivity occur.

ANTI-VIRUS AND MALWARE PROTECTION

You agree that we are not responsible for any electronic virus or malware that you may encounter using the Service and that you are solely responsible for protecting your internet connection and creating a tunnel for safe communication with our online website and mobile applications. If you suspect that your computer or mobile device has been infected with a virus or malware, you will contact us immediately by phone at 800-475-2265, email at info@washtrust.com or by visiting a branch location.

REQUIREMENTS FOR USE

To use the Service, you must have at least one active Washington Trust account, access to the Internet, recommended internet browser software, Social Security Number (SSN), and an e-mail address. The

browser software that you use must support the level of encryption employed by Washington Trust, a minimum of 128-bit encryption.

ENROLLING IN AND USING THE SERVICE

Consumer Online Banking registrations may be submitted by an individual with a valid SSN over the age of 18 and holding at least one personal account (DDA, Savings, MMKT, or Loan) with us. Enrollments are processed from our website at www.washtrust.com. Confirmation emails are sent at the time of registration and at the time of approval to use the Service.

During registration you will be asked to provide the following information:

- Name
- Social Security Number
- Date of Birth
- Mother's Maiden Name
- Address
- Email Address
- Account Information
- Unique User Name (Between 6-20 characters; may include alpha, numeric or special characters; cannot be the same as your SSN or account number)
- Password (Six digits; combination of letters and numbers or special characters. Passwords expire every 365 days)

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service may obtain a credit report on you from time to time. Information obtained will be used by the Service to verify information you provide to the Service and for other business purposes. You agree that the Service reserves the right to obtain financial information regarding your account from a biller or other financial institution (for example, to resolve payment posting problems or for verification). In addition, you agree that the Service reserves the right to verify any of the information you provide.

USER ID AND PASSWORD

Upon successful enrollment in the Service, you will be provided with instructions that will grant you access to the Service. You are solely responsible for ensuring the confidentiality of your User ID and Password. You agree not to allow anyone to gain access to the Services or let anyone know your User ID and Password used with the Services. To protect your account(s):

- Do not share your User ID and Password with anyone.
- Do not store your User ID and Password in a conspicuous place
- Do not walk away from your computer while logged on to Online Banking.
- Do logout from your Online Banking session when you are finished using it.
- Use anti-virus and malware protection software to keep your personal computer clean and free of viruses and malware.
- Review and reconcile your account activity on a regular, timely basis.

We recommend that your password not be easily associated with any personal information, such as your address, date of birth, or anniversary. Your password should be memorized, and never written down. You will be prompted to change your "Password" every 365 days. We strongly recommend that you frequently change your password.

You agree that we are authorized to act on any and all instructions received under your password, and you agree that the use of your password will have the same effect as your signature authorizing the transactions. If you authorize other persons to use your User ID and Password in any manner, your

authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your User ID and Password. You are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your password. Should you enter your password incorrectly on five (5) consecutive attempts, you will be blocked from accessing the Service. If this should happen, contact us at 401-348-1200 or 800-475-2265 or you may access the Forgotten Password/Username Tool located within the login page from our full site at www.washtrust.com.

Your User ID and Password identify and authenticate you to us when you use the Service. You authorize us to rely on your User ID and Password to identify you when you use the Service. You may update your Password or Username at any time using the My Settings Section once logged in.

LOST OR STOLEN User ID and Password

Notify us immediately if you believe your Online Banking user ID and/or password has been lost or stolen or if you believe there have been any unauthorized transactions on any of your accounts. To notify us, call 401-348-1200 or 800-475-2265, during [business hours](#), or send us notice by e-mail or mail.

THE WASHINGTON TRUST COMPANY
23 BROAD STREET
WESTERLY, RHODE ISLAND 02891
ATTN: ONLINE SERVICES

E-Mail: info@washtrust.com

Business Days: Monday through Friday Excluding Federal Holidays
Phone: 401-348-1200 or 800-475-2265

TRANSFER OF FUNDS

Transfers must be made in accordance with the terms of this and any other applicable account agreements. The transfer feature described here (“Transfer Service”) applies only to transfers initiated through Online Banking.

a. One-Time and Scheduled Transfers (Not Applicable to External Transfers):

Subject to some limitations based on account type or ownership, funds may be transferred:

- between your deposit accounts (excluding IRAs, SEPs or other retirement plans, CDs)
- from your deposit account to your loan account to make eligible loan payments

Unless you designate a future date on which a transfer should be made, funds will be transferred at the time you submit the transfer request. Transfers done after normal business hours, will post on the next business day.

Modifying or Reversing a Transfer Initiated through the Transfer Service

With the exception of scheduled future dated transfers, you are not able to delete or modify a one-time transfer once the request has been submitted. You may reverse the transaction by transferring the funds back to the account from which it was moved. Scheduled future dated transfers may be revised or deleted.

Limitations on Transfers from your Savings and Money Market Deposit Accounts

Your ability to transfer funds from or between certain accounts within the Service may be limited, as described in your Deposit Account Truth in Savings Disclosure. Federal regulations limit your ability to make transfers from your savings and money market accounts to one of your other accounts or to third parties by preauthorized, automatic, personal computer, including online banking and bill payment services, to six (6) per calendar month for saving accounts and six (6) per statement period for money

market accounts. No more than three (3) of these six (6) transfers or payments may be made by check, draft or other similar item. Transfers and Bill Payments made using the Service are subject to these limitations. Money market accounts may be charged a fee for each transaction that exceeds these limits.

b. External Transfers:

We provide a link to the DPX Pay, an external transfer service that you must agree to separately. The DPX Pay service provides an account-to-account (A2A) transfer solution that allows the movement of money between internal and external accounts. In addition to the Terms and Conditions accepted in conjunction with use of the DPX Pay, you also agree to be bound by the following terms and conditions in conjunction with the DPX Pay. These terms and conditions apply in conjunction with all other terms and conditions within this Agreement.

Limits and Fees

Following is the schedule of standard limits and fees. All limits and fees are subject to change at any time.

Account to Account Transfers Using the Transfer Service

Standard Transfers	Duration: 3-5 Business Days
Limits	Minimum \$20.00 per transfer Maximum \$1,000.00 per transfer Maximum 3 transfers per day Maximum \$1,000.00 per day Maximum 5 transfers per week Maximum \$3,000.00 per week
Fees	Transfers into Washington Trust account is \$0.00 Transfers out of Washington Trust account is \$0.00 Failed Transfer fee is \$30.00
Restrictions	You can only transfer funds into or out of a Washington Trust account. You cannot initiate a transfer directly between two non-Washington Trust accounts.
Express Transfers	Duration: 1-2 Business Days
Limits	Minimum \$20.00 per transfer Maximum \$1,000.00 per transfer Maximum 3 transfers per day Maximum \$1,000.00 per day Maximum 5 transfers per week Maximum \$3,000.00 per week
Fees	Transfers into Washington Trust account is \$0.00 Transfers out of Washington Trust account is \$6.00 Failed Transfer fee is \$30.00
Restrictions	You can only transfer funds into or out of a Washington Trust account. You cannot initiate a transfer directly between two non-Washington Trust accounts. The source account should have been used within the service, at least once 30 days prior to use the next day service. Your service should be in good standing (i.e. there should not be any failed transfers within the last 90 days).

Subject to some limitations based on account type or designation, checking, savings and money market accounts (excluding retirement plans, IRAs and CDs) may be set up with the Transfer Service. Organizations that offer brokerage and/or loan accounts may allow external transfers. Prior to establishing an external transfer between Washington Trust and a brokerage or loan account, we advise you request confirmation that external transfers are permitted.

You shall be solely responsible for the accuracy and completeness of transactions processed through this Service. We shall not be responsible for any errors in the instructions or requests for cancellation or amendment of instructions transmitted by you to us or our processor.

While you agree to maintain a sufficient balance for all transactions made using the Transfer Service; we may (without prior notice and when permitted by law) set off the funds in any account, including accounts linked to the Service, against any due and payable debt you owe us now or in the future. You agree to hold us harmless from any claim arising as a result of our exercise of our right of offset. We may reject any transaction made using this service should sufficient funds not be available within the account that you hold with us. If you fail to fund the Account as required, then we may refuse you use of the external transfer service.

We will make reasonable effort to ensure that all transactions initiated through the Transfer Service on a Business Day are posted to your account on that Business Day.

By accepting the terms and conditions of this Agreement, if any account is a joint account, all account owners are bound by the terms and conditions set forth in this Agreement.

These activities are limited to the extent noted below and, in the agreements, governing various accounts. You should refer to these agreements for restrictions and service charges or fees.

If a transaction has occurred using the Transfer Service that you did not initiate, please contact us within 60 days of the date of the transaction appears on a periodic statement to file a Written Statement of Unauthorized Debit from your account. We can be contacted at 800-475-2265, at info@washtrust.com or visit a local branch.

LOAN PAYMENTS

When you use the Service to make payments on your Washington Trust loan, please note that any payment that is more than one current payment amount may be applied to reduce your outstanding principal balance. Any payment less than one current payment amount may not be applied. If you intend to make a specific payment outside of your regular payment amount, contact our Loan Operations Department at 401-348-1336 or at 800-475-2265. Payments made after normal business hours will post on the next business day.

EXTERNAL LOAN PAYMENTS

The Washington Trust Company External Loan Payment Transfer Service is an electronic, internet-based service that enables you to make payments to your Washington Trust Company Loan using a deposit account that you have at another Financial Institution. You authorize The Washington Trust Company, to electronically debit your designated account, and if necessary, to electronically credit such account in order to make a payment on your Loan as specified.

Overview

By submitting the payment information, you authorize The Washington Trust Company to originate an ACH transaction from your other Financial Institution, to credit your Loan with us.

Charges or Fees

We reserve the right to charge a fee for this service. Please refer to our [Consumer Fee Schedule](#) for information regarding any fees for this service.

You agree to pay such fees and charges and you authorize The Washington Trust Company through the External Loan Payment Transfer service to charge the designated account at your other Financial Institution for these amounts. Any fees and charges associated with your loan will continue to apply per the Terms and Conditions of your Loan Agreement.

Accounts

You understand and agree that each account held at another Financial Institution is independent of The Washington Trust Company and your use of the External Loan Payment Transfer service. The Washington Trust Company will not be responsible for any modification, interruption or discontinuance of your account by your other Financial Institution.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE WASHINGTON TRUST COMPANY AND OUR EXTERNAL LOAN PAYMENT TRANSFER SERVICE PROVIDER IS AFFECTING AN EXTERNAL LOAN PAYMENT TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, THE WASHINGTON TRUST COMPANY AND OUR EXTERNAL LOAN PAYMENT TRANSFER SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT THE WASHINGTON TRUST COMPANY, ITS AFFILIATES, SERVICE PROVIDERS AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION GRANTED BY YOU.

YOU AGREE THAT THE WASHINGTON TRUST COMPANY SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) THE WASHINGTON TRUST COMPANY'S ACCESS TO THE ACCOUNTS; (2) THE WASHINGTON TRUST COMPANY'S DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR EXTERNAL LOAN PAYMENT TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY EXTERNAL LOAN PAYMENT TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for External Loan Payment Transfer. The Washington Trust Company is not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

Accuracy of Information You Provide

You agree to provide true, accurate, current and complete information about your accounts at your other Financial Institution. You agree not to misrepresent your identity or information related to your accounts at your other Financial Institution. You acknowledge that we will rely on the information provided by you, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. We are not obligated to take any further steps to confirm or authenticate such instructions and may act upon them without further communication. If instructions identify a Financial Institution and/or a Third-Party Account by name and number, The Washington Trust Company may execute those instructions by reference to the number only, even if the number does not correspond to the name. You acknowledge that financial institutions may not investigate discrepancies between names and numbers. We shall have no Liability for any losses resulting directly or indirectly from any of your errors, duplications, ambiguities or misrepresentations in the information that you provide.

Frequency and Dollar Amounts of Transfers

The Washington Trust Company will limit your External Loan Payment transfer amount to \$19,999.99 "Nineteen thousand nine hundred ninety-nine dollars and ninety-nine cents" per day per loan and no more than 5 payments in a 28-day rolling period, not to exceed a total of \$50,000.00 "Fifty thousand

dollars". To initiate a loan payment using the External Loan Payment Transfer service, you must have a loan balance. You are prohibited from issuing a payment in excess of your loan balance amount or using the External Loan Payment service to pay off your loan. The Washington Trust Company may from time to time for security and risk management reasons modify the limits, the frequency and the dollar amount of External Loan Payment Transfers you can make using the External Loan Payment Transfer Service.

Transfers Subject to the Rules of the Accounts

All External Loan Payments are subject to the rules and regulations governing the relevant accounts. You agree not to affect any External Loan Payment from accounts that are not allowed under the rules or regulations applicable to such accounts.

Rejection of Transfers

The Washington Trust Company reserves the right to decline to process any External Loan Payment, to submit External Loan Payment instructions or to carry out change/cancellation requests.

Authorization

You authorize The Washington Trust Company to select any means to execute your External Loan Payment instructions. You understand that, to affect your External Loan Payment instruction, The Washington Trust Company utilizes the Automated Clearing House (ACH) using applicable National Automated Clearing House Association (NACHA) Rules. The Washington Trust Company debits your account at your other Financial Institution and credits your Washington Trust Company loan account. The Washington Trust Company reserves the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return. To affect this collection, you understand and authorize The Washington Trust Company to debit the credited loan account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be fees associated with such transactions.

You understand and agree that The Washington Trust Company may from time to time impose additional charges in connection with your External Loan Payment transactions. The Washington Trust Company will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize The Washington Trust Company to debit your account in the amount indicated.

Without additional notification, you hereby authorize The Washington Trust Company to debit any of your other accounts to the extent necessary to offset any resulting deficiency from a failed payment.

You agree to and understand that the following terms apply to this authorization:

- You acknowledge that you are authorized to initiate a debit from the account at the other Financial Institution.
- Your account at the Other Financial Institution will be debited (charged) and funds will be credited to The Washington Trust Company loan.
- You acknowledge that it is your responsibility to ensure that sufficient funds in the amount of the loan payment including any application fees are on deposit in your account at the other Financial Institution on the Payment date the Loan Payment Transfer is initiated. If funds are not available in your account at your other Financial Institution and the entry is returned, The Washington Trust Company will debit your Loan for the loan payment amount and it will be your responsibility to re-initiate the transaction or make a payment by other means.
- You understand that this payment transaction must comply with all applicable law.
- If the requested date of your External Loan Payment falls on a weekend or a holiday, the transaction will be processed on the next business day.

- You understand that payments scheduled for the same day or next day may still take a business day to process and anything submitted after 3:45 pm ET will begin processing the next business day.
- The Washington Trust Company is relying on the information you entered. If the information is incorrect, the debit may be returned, which could result in your payment being late and additional fees or charges.
- Payment authorization will remain in effect until you cancel such payments through The Washington Trust Company External Loan Payment Service. To cancel a payment, click the “Cancel” link associated with the individual payment within the External Loan Payment section of the Online Banking prior to 3:45 pm ET on the Payment Initiation Date.

Timing of External Loan Payment Transfers and Related Information

Scheduled payments will be processed on the Payment Initiation Date after 3:45 pm ET. Payments will be credited to your Loan on the scheduled Payment Initiation Date after 3:45 pm ET. Because of the time required to process transactions, a Loan Payment Transfer that you initiate may or may not be reflected in the balances of your affected Accounts before the transaction is processed and posted to your accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of Loan Payment Transfers. Future-dated Loan Payment Transfers may be cancelled or changed through the External Loan Payment service at any time prior to 3:45 pm ET on the Payment Initiation Date. Funds will be applied to Your Loan account according to the loan terms and conditions.

Scheduling Payments

To ensure timely credit to your Loan by the due date, you must select a Payment Initiation Date that is no later than the actual date that your payment is due. If the actual due date falls on a non-Business Day, you must select a Payment Initiation Date that is at least one (1) Business Day before the actual due date. Payments must be initiated by 3:45 pm ET to be credited to your Loan on the same business day. You are responsible for any late charge, finance charge, penalty or default or other consequence that may result from your selecting a Payment Initiation Date later than the due date. Scheduled Payment Initiation Dates must be prior to any late date or the end of any grace period.

Cancelling or Changing External Loan Payments

You may cancel or change any External Loan Payment you have initiated or scheduled within the External Loan Payment Service. You may not cancel or change an External Loan Payment scheduled for the current day after 3:45 pm ET.

Payment History

You may access all External Loan Payments affected or pending at any time by logging into Online or Mobile Banking and accessing the External Loan Payments service. You will have access to 90 days of External Loan Payment history. Additional payment history is available by viewing your loan statements.

Your Responsibility for Errors

You understand that The Washington Trust Company must rely on the information provided by you and you authorize The Washington Trust Company to act on any instruction which has been or reasonably appears to have been sent by you, to submit External Loan Payment funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. The Washington Trust Company is not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide The Washington Trust Company with incorrect information or if there is any error in your instruction, The Washington Trust Company will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue,

inaccurate, not current or incomplete, without limiting other remedies, The Washington Trust Company reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Security Procedures

You understand that the financial institution at which an account is maintained may contact The Washington Trust Company to verify the content and authority of funds transfer instructions, including External Loan Payments, and any changes to those instructions. You understand that, as your agent, The Washington Trust Company may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account.

Our Liability

You agree that your External Loan Payment instructions constitute authorization for The Washington Trust Company to complete the transfer. You represent and warrant to The Washington Trust Company that you have enough money in the applicable accounts to make any External Loan Payment you request that The Washington Trust Company makes on your behalf through the External Loan Payment Service. You understand and agree that The Washington Trust Company is not liable under any circumstances for any losses or damages if, through no fault of The Washington Trust Company, you do not have enough money to make the External Loan Payment, and the External Loan Payment is not completed or is later reversed or if your Financial Institution does not permit the transfer or the External Loan Payment would exceed the credit limit on any applicable overdraft line.

You also understand and agree that The Washington Trust Company is not responsible for any losses or damages if circumstances beyond The Washington Trust Company's control (such as fire or flood) prevent The Washington Trust Company from making an External Loan Payment or if The Washington Trust Company Online External Loan Payment service is unavailable.

If this service becomes unavailable for any reason, you are obligated to make your loan payment(s) by other means.

STOP PAYMENT REQUESTS

You may initiate stop-payment requests on a check or series of checks through online banking, our Mobile app or by calling us at 401-348-1200 or 800-475-2265. Any such request must be timely and reasonably describe the payment by the exact dollar amount of the payment, the check number and any other information that would assist us in identifying the payment. We must receive your request in such a way and in time for us to be able to act on it. Online stop payments are effective for 6 months after date accepted and automatically expire after that period unless renewed online or in writing. To revoke a stop payment a signature is required.

Please refer to the [Electronic Funds Transfers - Your Rights and Responsibilities](#) disclosed at account opening. Stop payments for payments initiated through Bill Pay should be handled by calling us at 800-475-2265, info@washtrust.com or visit a local branch.

ALERTS AND NOTIFICATIONS

The Service allows you to receive notification from time to time concerning available balance and/or transaction information relating to your accounts. By establishing these notifications through the Service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

The alerts and notifications allow you to request and receive messages about your accounts with us. We send banking alerts to you based upon the instructions you provide to us. The mobile phone numbers and

e-mail address(es) you provide are neither reviewed nor verified by us prior to or following activation of the alerts and notifications. You hereby acknowledge and accept that each banking alert is sent to you without being encrypted and may include your name and information pertaining to your account(s).

You may receive alerts and notifications through a text, mobile device or e-mail. It is your responsibility to determine if your mobile service provider supports text messaging and your telephone or other mobile device is capable of receiving text messages. These alerts and notifications are subject to the terms and conditions of your agreement(s) with your cellular phone carrier and/or internet service provider. You are responsible for any fees imposed by your cellular phone service and internet service provider of any kind whatsoever.

You acknowledge and agree that your receipt of any alerts and notifications may be delayed or prevented by factor(s) affecting your cellular phone service provider, internet service provider(s) and other factors out of our control. We neither guarantee the delivery nor the accuracy of the contents of alerts and notifications. You agree to not hold us, our directors, officers, employees and agents liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of a banking alert; (b) inaccurate or incomplete content in a banking alert; or (c) your reliance on or use of the information provided in a banking alert for any purpose.

We provide this service as a convenience to you for information purposes only. An alert or notification does not constitute a bank record for the deposit or credit account to which it pertains.

BILL PAY SERVICE

Bill Pay and presentment is conducted by our vendor, FIS, not by us. In order to utilize the Bill Pay option available through Online Banking, you must apply by going to the "Bill Payment" section of the Service, completing the requested information and accepting the separate terms and conditions. By agreeing to the terms of the Bill Pay, you authorize us to debit your chosen checking account electronically through the Automated Clearing House (ACH).

You understand and agree that we have no responsibility whatsoever for the timely delivery of mail or other problems arising in connection with transmissions over the Internet, or for the improper transmission or handling of payments by a third party, for example the failure of the Bill Pay Payee to post a payment properly to your account with the Payee.

Payments using Bill Pay may only be made from eligible linked accounts that are checking accounts and must be made in accordance with the terms of this Agreement and any other applicable agreement.

You may only make payments through Online Banking to a Payee that has a mailing address within the U.S.

You agree to not use Bill Pay to make any tax payment or any court-ordered payments. Payments will not be processed on Non-Business Days.

Limitations on Transfers from your Savings and Money Market Deposit Accounts

Federal regulations limit your ability to make transfers from money market accounts to one of your other accounts or to third parties by preauthorized, automatic, personal computer, including online banking and bill payment services, to six (6) per statement period for money market accounts. No more than three (3) of these six (6) transfers or payments may be made by check, draft or other similar item. Transfers and Bill Pay payments made using the Service are subject to these limitations. Money market accounts may be charged a fee for each transaction that exceeds these limits.

If you select Bill Pay, you can pay bills either on an automatic or recurring basis, or periodically as you request. When you sign up for Bill Pay, you must designate a personal checking account with us as your Bill Pay account. You may make payments using Bill Pay in any amount up to \$9,999.99. All payments made using Bill Pay must be payable in U.S. dollars to a payee ("Payee") located in the United States.

You need to provide us with the:

- Complete name of the Payee (as shown on your invoice).
- Account number to which the payment is to be credited (as shown on your invoice).
- Payee's remittance address (as shown on your invoice).
- Amount of the payment.
- Date you want the payment delivered from your Bill Pay account.
- Any other information we require to properly debit your account with us and credit your account with the Payee.

We reserve the right to refuse to pay any Payee designated by you; if we do so, we shall notify you.

Payment Method

By registering for Bill Pay, you authorize FIS and its agents to follow the payment instructions you have provided. You will provide FIS with the names, addresses, phone numbers and account information for those persons or entities to whom you wish to make a payment. When you initiate a payment using Bill Pay, you authorize FIS to debit your Bill Pay account and remit payment on your behalf to the Payee. Payments can be sent to Payees electronically or by check. As a number of different factors are considered to determine how the payment will be sent, FIS cannot tell which method of payment will be used until the payment is processed. Based on factors considered, FIS selects the most appropriate method. Check payments are drawn on FIS's account. If a Payee fails to negotiate the check within 90 days, FIS will stop payment on the check and credit your account for the amount of the payment. If a check is returned to you prior to the end of the 90-day period, please bring the check to a Washington Trust branch nearest to you so we can credit your account.

Scheduling Payments

The default system limits are as follows; however, Washington Trust reserves the right to lower these limits if deemed necessary for any reason.

- One-time payment limit - \$9,999.99
- Daily limit - \$19,999.99

You should schedule a payment to a new Payee at least 5 Business Days before any payment due date, to allow time to set up the Payee and verify information about your account with the Payee.

For all subsequent payments, you agree to allow at least 5 Business Days between the date you schedule a payment to be initiated and the payment due date for all payments delivered by check, and 2 Business Days for all payments delivered electronically (that is, the due date shown on your invoice or provided in your agreement with the Payee, not considering any applicable grace period.) If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the Payee. If you schedule your payment and follow all instructions provided, but the Payee does not receive the payment in a timely manner, we will work with FIS and the Payee on your behalf. To initiate this process please contact us at 401-348-1200 or 800-475-2265. Please note that we do not guarantee the Payee's timely receipt of payments made using the Bill Pay service.

Electronic and paper check payments can be expedited for a fee.

The Bill Pay cutoff time is 10:00 p.m. Eastern Time. Any payments processed after this time will be considered processed on the following Business Day.

Funds Availability

Payments will be debited from your account the Business Day immediately following the date the payment is scheduled to be sent to the Payee, as designated by you in your instructions. If the payment is scheduled to be debited from your account other than on a Business Day, it will be debited from your account on the following Business Day.

Funds must be available in your Bill Pay account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a Non-Business Day, funds must be available in your Bill Pay account the following Business Day. Bill Pay may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

If your Bill Pay account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the Bill Pay Service will make three attempts to retrieve the funds. If the payment is issued by check, FIS will immediately place a stop payment on the check. In cases where a stop payment is placed for nonsufficient funds, the payee may receive the check. It is your responsibility to notify the payee of the stop payment.

Washington Trust shall have no obligation or liability if a transfer or payment is not completed because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service. The Bill Pay Service will place a block on your bill payment access until you can make good on the funds. The Bill Pay Service will attempt to notify you via the email address they have on file for you to inform you that your account is blocked. If the Bill Pay Service is unable to collect funds within 45 days of your scheduled payment, they will begin the process of retrieving the funds through the collections process.

If a payment is issued from a Closed, Inactive or Frozen account, we reserve the right to offset funds from another account held Washington Trust for which you have owner and signing authority.

Canceling or Changing a Bill Payment

You have the right to cancel or change a payment made through Bill Pay under certain circumstances. Payments must be canceled or changed using the Service prior to 10:00 p.m. Eastern Time on the Business Day the transaction is scheduled to be initiated. The request to cancel processed payments is subject to delivery method. To cancel a check payment after it is issued, please call us at 800-475-2265, at info@washtrust.com or by visiting a local branch. Payments issued via check that have not cleared may have a stop payment placed on them. Payments issued via electronic means cannot be cancelled or stopped by us or the Bill Pay Service.

Washington Trust Online Banking/Bill Pay Service Fees

Bill Payment Service Stop Payment \$25.00 each

E-Bills

E-Bills is a feature of Bill Pay that enables you to receive bills electronically from participating Payees. Participating Payees establish their own criteria for reviewing requests to receive e-bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to 5 Business Days to approve an e-bill request. In some cases, FIS obtains the e-bill from the Payee website. To do so, FIS will ask you for information needed for this purpose, such as any required login credentials. When you provide FIS this information, you authorize them to access the third-party web site to retrieve the account information on your behalf, and you appoint FIS your agent for this limited purpose. We take no responsibility if a Payee does not provide the necessary data to forward an e-bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee. All parties have the right to cancel the E-Bill feature at any time without prior notification.

Our Liability

We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur if you do not have sufficient funds in your Bill Pay account to make the payment on the processing date, for delays in mail delivery, for changes to the Payee's address or account number unless you have advised Bill Pay of the change sufficiently in advance, for the failure of any Payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond our control. In the event of confirmed fraud via bill payment, FIS will indefinitely revoke your access to the service. In the event of unauthorized access to your bill payment, please contact us immediately at 401-348-1200 or 800-475-2265 or email us at info@washtrust.com.

WHAT TO DO IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ONLINE BANKING AND BILL PAY ELECTRONIC TRANSFERS

In case of errors or questions about Online Banking and/or Bill Pay payments, call or write us at the telephone number or address listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days (20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days (20 Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. We will give you notice within two Business Days of this credit. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

THE WASHINGTON TRUST COMPANY
23 BROAD STREET
WESTERLY, RHODE ISLAND 02891
ATTN: ONLINE SERVICES

Business Days: Monday through Friday Excluding Federal Holidays
Phone: 401-348-1200 or 800-475-2265

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Please refer to the [Washington Trust Electronic Fund Transfers, Your Rights and Responsibilities](#) document for more detailed information regarding your liability for unauthorized transfers and your other rights and responsibilities applicable to electronic transfers.

Your Liability For Unauthorized Transfers

If your user ID and/or password has been compromised and you tell us within 2 Business Days of discovering the loss or misappropriation, you can lose no more than \$50 if someone used your user ID and/or password without your permission. If you do not tell us within the 2-Business Day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You must contact the Bank as soon as you identify any errors or discrepancies in your periodic statement or transaction record, or if you need any information about a transaction listed on the periodic statement or transaction record. We must hear from you no later than 60 days after we have sent the first statement on which the unauthorized transaction, problem or error appeared. (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within 10 Business Days). If you fail to notify us within the 60-day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reason such as out-of-town travel or extended hospital stays.

MONEY MANAGEMENT & CASH BACK REWARDS OFFERS – END USER LICENSE AGREEMENT

Should you decide to use either Money Management or the Cash Back Rewards feature of the Service, you acknowledge and agree to the following terms and conditions.

License Grant and Restrictions: You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Money Management Service ("Money Management") solely to manage your financial data, and the Cash Back Rewards application ("Cash Back Rewards Offers") to benefit from your debit card purchases.

In addition to the Money Management Service and the Cash Back Rewards Offers, the terms " Money Management " and "Cash Back Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Cash Back Rewards information, help content, bug fixes, or maintenance releases, etc.) of Money Management or Cash Back Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Money Management and Cash Back Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Money Management site or from the Cash Back Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of Money Management or Cash Back Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in Money Management, use any tool to enable features or functionalities that are otherwise disabled in Money Management, or decompile, disassemble, or otherwise reverse engineer Money Management except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of Money Management or Cash Back Rewards Offers or any services provided in connection with them, prevent access to or the use of Money Management, Cash Back Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using Money Management; or (vii) otherwise use Money

Management, Cash Back Rewards Offers or any services provided in connection with them except as expressly allowed under this Section.

Ownership: Money Management and Cash Back Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

Your Information and Account Data with Us: You are responsible for (i) maintaining the confidentiality and security of your 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 Service, Cash Back Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with Money Management, Cash Back Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for Money Management, Cash Back Rewards Offers or any services provided in connection with them and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to Money Management, Cash Back Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide Money Management, Cash Back Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

Your Information and Account Data with Other Financial Institutions: Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services, which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or

testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

Use, Storage and Access: We shall have the right, in our sole discretion and with reasonable notice posted on the Money Management site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of Money Management and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through Money Management at any time, and (ii) the number of times (and the maximum duration for which) you may access Money Management in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of Money Management and any related services to which such changes relate. Your continued use of Money Management or any related services will constitute your acceptance of and agreement to such changes. Maintenance of Money Management or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

Third Party Services: In connection with your use of Money Management, Cash Back Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third-Party Services. You agree that the third party is responsible for the performance of the Third-Party Services.

Third Party Websites: Money Management may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are not under our control. We are not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Cash Back Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third-Party Website or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Export Restrictions: You acknowledge that Money Management may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

Cash Back Rewards Offers: If you decide you wish to participate in the Cash Back Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Cash Back Rewards: You will earn rewards for your participation in the Cash Back Rewards Offers program based on total purchases. If you participate in the Cash Back Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Cash Back Rewards Offers deposit account which is associated with the Cash Back Rewards Offers program.

Cash Back Rewards Offers Account. You must use the debit card associated with the Cash Back Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Cash Back Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Cash Back Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Cash Back Rewards Offers program.

The rewards information that we provide to you, which is provided "as is" and "as available". (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems. Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

WASHINGTON TRUST'S RIGHT TO TERMINATE

Washington Trust reserves the right to terminate this Agreement and your access to the Service, in whole or in part, at any time. In addition, we may choose to stop your access to the system at any time.

YOUR RIGHT TO TERMINATE

You may cancel the Service at any time by contacting us using one of the following methods of notification:

Method of Notification Send To:

E-Mail info@wasitrust.com

Postal Mail THE WASHINGTON TRUST COMPANY
23 Broad Street, Westerly, Rhode Island 02891
Attn: Online Services

Phone: 401-348-1200 or 800-475-2265

Your access to the Service will be suspended within 3 Business Days of our receipt of your instructions to cancel the Service. You must cancel all future bill payments, whether recurring or individual payments, when you terminate the Service, or we may continue to process such payments. You will remain responsible for all outstanding fees and charges incurred in connection with the Service.

ASSIGNMENT AND DELEGATION

You may not assign this Agreement, in whole or in part, or delegate any of your responsibilities under this Agreement to any third party or entity. Any such attempted assignment or delegation will not be recognized by us unless and until acknowledged by us in writing. We are not, however, under any obligation to give you our written acknowledgment.

We may, in our sole discretion and at any time, assign this Agreement, in whole or in part, or delegate any of our rights and responsibilities under this Agreement to any third party or entity.

INDEMNIFICATION AND THIRD PARTIES

You hereby indemnify us and each of our parents, subsidiaries and affiliates and their respective officers, directors, employees, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses ("Losses") arising out of, related to or resulting from:

- Your failure to report required changes, transmission of incorrect data to us or failure to maintain compliance with the Rules;
- Our provision of the Service, and/or our action or inaction in accordance with, or in reliance upon, any instructions or information received from any person we reasonably believe to be you;
- Your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or;
- Your breach or violation of any rules applicable to the Service

Notwithstanding the foregoing, you are not obligated to indemnify us for any Losses solely and proximately caused by our gross negligence or willful misconduct.

AMENDMENTS TO THE SERVICE AGREEMENT

We reserve the right, from time to time, to amend this Agreement or change the features offered by the Service, in our sole discretion. In instances where such changes will have an adverse impact upon you or we are otherwise required by Applicable Law, we will send you written or electronic notice about the

change at least thirty (30) calendar days prior to the effective date of any such change. If, however, the change is made for security purposes, the change will be implemented without any notice to you.

If any such required advance notice is returned to us as undeliverable because of a change in your address which you have not notified us about in writing or any other reason which is not our fault, the changes described in that notice are still binding on you. If you do not agree to the changes, you may terminate the Service in accordance with the terms of this Agreement. You will be deemed to accept any changes to this Agreement if you continue to use the Service after the date on which the changes became effective.

NO WAIVER

No delay of or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion will constitute a waiver of that power, right, remedy or obligation on any later occasion. In any event, no such delay or waiver by us is effective unless it is in writing and signed by us.

DISCLAIMER OF WARRANTIES

The software related to the Service is provided "as is" without warranty of any kind. You assume the entire risk as to results and performance of the software related to the Service. We do not warrant, guarantee, or make any representations regarding the use of, or the results of the use of, the software related to the Service in terms of correctness, accuracy, reliability, or otherwise.

NEITHER WE NOR OUR SUPPLIER MAKE ANY REPRESENTATIONS OR WARRANTY OF ANY KIND REGARDING USE OF THE SOFTWARE RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

Further, we will not be liable for any indirect, special, consequential, economic or other damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

YOU AGREE THAT YOUR USE OF THIS SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THIS SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THIS SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THIS SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY

Under no circumstances and under no legal theory, whether in tort, contract, or otherwise, shall we or any party we contract with be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character, including, without limitation, damages for loss of goodwill, loss of use, data, profits, work stoppage, computer failure or malfunction, software failure, or any and all other commercial damages or losses. We are also not responsible for any electronic viruses or malware that you may encounter. We suggest that you routinely scan your PC using a virus and malware protection product. An undetected virus or malware may corrupt and destroy your program, files, and hardware. In the event of any such defects or computer viruses or malware caused by the software related to the Service, our sole responsibility shall be limited to the replacement or reasonable cost of replacement of such software provided in connection with the Service.

Except as specifically provided in this Agreement or where applicable law requires a different standard, you agree that neither we nor any third party service provider engaged by us to perform any of the services related to the Service, shall be responsible for any damages or losses, whether related to property

or bodily injury, incurred as a result of your using or attempting to use the Service, whether caused by equipment, software, Internet Service Providers, browser software or any agent or subcontractor of any of the foregoing. Without limiting the foregoing, we will not be liable for delays or mistakes which happen because of reasons beyond our control, including without limitation, acts of civil, military or banking authorities, national emergencies, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction or unavoidable difficulties with our equipment. You also agree that we, or any third-party service provider that we engage, will not be responsible for any direct, punitive, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Service or Internet Browser or access software, or from the unavailability of the Service or for any errors in information provided through the Service. If a court finds that we are liable to you because of what we did, or did not do, UNDER or in connection with this Agreement, you may recover from us only your actual damages, in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the six (6) month period immediately preceding the event giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by Applicable Law. IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY SPECIAL CONSEQUENTIAL, EXEMPLARY, IN-DIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, SUBJECT TO APPLICABLE LAW.

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