

**CONSUMER DIGITAL & MOBILE SERVICES AGREEMENT
REV. 03/2026**

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SCOPE OF AGREEMENT

This Consumer Digital Services Agreement ("Agreement") applies to the electronic banking services you receive from The Washington Trust Company through use of the Internet ("Digital Banking") or mobile application "Mobile Banking", which allows you to access the following Digital services: account access ("Account Access"), bill pay service ("Bill Pay"), in addition to other banking services offered through Digital Banking (the "Service"). You may download The Washington Trust Company mobile application to access many of the same features and services available through "Digital Banking". All reference to "Digital 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 Digital Banking, you agree to the terms and conditions of this Agreement and in addition to all other terms accepted within the Digital 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 [Washington Trust | Disclosures](#). If you would like a paper copy of this Agreement, please contact us and one will be mailed to you.

If you have business accounts linked to your consumer Digital banking, our Business Digital Banking Terms & Conditions apply in addition to these terms and conditions. [Please click here to view our Business Digital Banking Agreement](#).

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 [Washington Trust | Your Local R.I. Bank & Financial Partner](#).

The words "we," "us," "our", "Bank" and "Washington Trust" mean The Washington Trust Company and its successors and/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](#).

Account Access

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

- Checking & NOW (interest bearing) 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 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
- Send money to another person
- Make a loan payment
- Set up automatic transfers
- Establish Text Message and Email Alerts
- Export transaction details
- Use Money Management
- Communicate with us via e-mail and/or Secure Messaging
- Pay and receive bills electronically via Bill Pay
- Deposit a check through Mobile Banking (Remote Deposit)
- Place a check order
- Apply for a loan
- Update login credentials and contact information

ELECTRONIC COMMUNICATIONS AND ELECTRONIC STATEMENTS

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 a follow-up 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 THE WASHINGTON TRUST COMPANY
Postal Mail	Attn: Digital Services, 23 Broad Street, Westerly, Rhode Island 02891

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(s) 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; the following list is not necessarily exhaustive and is provided for your information only and shall not be relied upon to ensure the security of your use of the Service.

Digital 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 and/or confirm access through voice call, text message, or authenticator application. Additionally, you may be asked to authenticate as a human (“I’m not a robot”) 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 one-time passcode and/or to confirm access through voice call or text message, or authenticator application. Additionally, you may be asked to authenticate as a human (“I’m not a robot”) to verify your identity.
- 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 Digital 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 open and in good standing, access to the Internet, recommended internet browser software, 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 Digital Banking registrations may be submitted if you hold at least one personal account (DDA, Savings, Money Market Account, or Loan) with us that is active, opened and in good standing. Minors

between the ages of 13-17 that are eligible for our Student Checking account product may also qualify for enrollment to our Consumer Digital Banking service, although certain restrictions and limitations to a Minor's use of this service may apply to these account holders. Enrollments are processed from our website at [Washington Trust | Your Local R.I. Bank & Financial Partner](#) . 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:

- Social Security Number
- Date of Birth
- Email Address
- Zip Code
- Username & Password

We recommend that your Username and Password not be easily associated with any personal information or be your email address. Our system will look to ensure that the Username you select is not already in use. If it is, you will be prompted to pick another username. 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.

USERNAME AND PASSWORD

Upon registration you will be required to create a unique Username and Password. You are solely responsible for ensuring the confidentiality of your Username and Password. You agree not to allow anyone to gain access to the Services or let anyone know your Username and Password used with the Services. To protect your account(s) we strongly recommend the following:

- Do not share your Username and Password with anyone.
- Do not store your Username and Password in a conspicuous place.
- Do not walk away from your computer while logged onto Digital Banking.
- Do logout from your Digital 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, email address 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 initiated under the Service. If you authorize other persons to use your Username 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 have changed your Username 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 Forgot username or password Tool located within the login page from our full site at [Washington Trust | Your Local R.I. Bank & Financial Partner](#) as well as our mobile application.

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

LOST OR STOLEN Username and Password

Notify us immediately if you believe your Digital Banking username 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
ATTN: DIGITAL SERVICES
23 BROAD STREET
WESTERLY, RI 02891

E-Mail: info@washtrust.com
Phone: 401-348-1200 or 800-475-2265

MOBILE CHECK DEPOSIT SERVICE AGREEMENT

This Washington Trust Company Mobile Check Deposit Service Agreement ("Agreement") contains the terms and conditions for use of the Mobile Check Deposit Service ("Service") that we provide to you. Before you can enroll in and have access to this Service, you must enroll in The Washington Trust Company's Online and Mobile Banking services and have agreed to the terms and conditions for said services. This Agreement governs your use of the Service. By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully. All other agreements you have entered into with us in connection with your Washington Trust accounts, products and services remain in full force and effect. However, the terms and conditions of this Agreement supersede the terms and conditions of all other agreements you have entered into with us, only with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreements that you have entered into with us.

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 mobile deposit service; including those you authorize to use this service on your behalf.

The word "account" means any one or more deposit account you have with The Washington Trust Company to which you are authorized to make a deposit using a Capture Device.

"Capture Device" means any device acceptable to us from time to time that provides for the capture of images from Items and for transmission through the clearing process.

"Check 21" means the Check Clearing for the 21st Century Act.

"Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

"Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.

An "Item" is an original: check, or official check, and payable in U.S. currency that is payable to you. For purposes of collection, Items are deemed to be "items" under the Uniform Commercial Code and "checks" under The Expedited Funds Availability Act and Regulation CC.

Service. The Service is designed to allow you to make mobile deposits to your checking, savings or money market accounts by using a mobile device with our downloadable mobile application to capture images of paper checks and transmit the images and related deposit information to us. Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device and transmitting that Image to us for deposit. You acknowledge and agree that a Mobile Deposit made by you using this Service is not an "Electronic Funds Transfer" as defined in Regulation E.

Acceptance of these Terms. Indicating your acceptance of the terms of this Agreement within the Mobile Application or your use of this Service constitutes your acceptance of this Agreement. This Agreement may be amended from time to time and we will provide notice of such changes to you as may be required by applicable law. We will notify you of any material change via e-mail, by providing a link to the revised Agreement on our website or by an online or mobile secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after we have made the change. We may terminate your right to use the Service if you reject such change. Your acceptance of the revised Agreement or the continued use of the Service will constitute your consent to be bound by the revised Agreement.

Eligibility. After you login to Mobile Banking, you may access the Service. You understand that you must be a customer of The Washington Trust Company for at least 31 days and be a customer in good standing to be eligible to be authorized to use the Service. If we conclude, in our sole discretion, that you present a risk that is unacceptable we reserve the right to terminate your access to the Service.

Eligible Items and Assurances to us. You agree to scan, and deposit only checks as the term check is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the Image of the check that is transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code (1990 Official Text).

Original checks are converted to "substitute checks" as such term is defined in the Check Clearing for the 21st Century Act Reg. CC, for deposit with the financial institution and for processing and presentment to a collecting or paying financial institution. For purposes of this Agreement, a "substitute check" deemed acceptable for deposit through this service is a check reproduction of an original check that:

- Contains an image of the front and back of the original check
- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured, signature(s), and any required identification written on the front of the original check and any endorsements applied to the back of the original check.
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140
- Is suitable for automated processing in the same manner as the original check.
- Meets the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- Contains a valid endorsement made on the back of the draft or check within 1.5 inches from the top edge. (A valid endorsement is defined in the Endorsements and Processes section of this Agreement.) We reserve the right to accept endorsements outside of this space.

You agree that you will not use this Service to scan and deposit any of the following checks ("Prohibited Check"), which shall be considered prohibited notwithstanding that such checks may constitute "checks" under Reg. CC:

- Checks payable to any person or entity other than the owner(s) of the account into which the check is being deposited
- Checks containing an alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable to two or more persons jointly, not alternatively, unless deposited into an account jointly owned by all payees
- Checks previously converted to a substitute check, as defined in the Account Agreements, are "image replacement documents" that purport to be substitute checks
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks, as defined in the Account Agreement
- Checks not payable in United States currency
- Checks dated more than six (6) months prior to the date of deposit
- Checks prohibited by our current procedures related to this Service or which are otherwise not acceptable under the Account Agreement governing your Washington Trust account
- Checks payable on sight or payable through Drafts
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been negotiated, submitted through this Service, or through a remote deposit capture service offered at any other financial institution
- Checks that are drawn or otherwise issued by the U. S. Treasury Department
- Money Orders or Postal Money Orders
- Travelers Checks
- ComData Checks

You agree that we may, in our sole discretion, amend the list of Prohibited Checks from time to time. You agree that you will not use the Service to deposit a Prohibited Check or anything not meeting the definition of an Item. If you use the Service to transmit anything that is a Prohibited Check or anything not an Item, or if for any reason we are unable to recognize an Item, we may reject it without prior notice to you. If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) we may incur associated with any warranty, indemnity or other claim related thereto. You agree to make deposits of Prohibited Checks or anything that is not an item through other channels that we offer, such as at a bank branch, ATM, or bank by mail. You further agree to use such other channels when the Service may not be available. You acknowledge that, in our sole discretion we may limit or block the availability of the Service in certain countries or for certain types of Items which, in our sole opinion, present undue risk.

You grant us a security interest in all of your accounts or other deposits at Washington Trust, and in all funds in such accounts or other deposits, to secure your obligations to us under this Agreement to the maximum extent permitted by applicable law. This security interest will survive termination of this Agreement.

Endorsements and Processes. Your endorsement must include your signature. If a check is payable to you or your joint owner, either person can endorse it. If a check is made payable to you and your joint owner, both parties must endorse the check. You shall scan the front and back of each check to be deposited and thereby capture the image of the front and back of each check and any other required data from each check and transmit the Images to be deposited and all other required data and information from or pertaining to such checks to us. We reserve the right to amend the Procedures, with or without prior notice to you. We are not, and will not be, obligated to detect errors by you or

others, even if we take certain actions from time to time to do so. To ensure accuracy, you shall key the amount of each check prior to transmitting the Mobile Deposit. You may send multiple Mobile Deposits to us on the same day, not to exceed the deposit limits as defined on our website.

Image Quality. You are responsible for the image quality of an Image that you transmit. The Images of checks transmitted to us using this Service must be legible, as determined in our sole discretion. Without limiting the foregoing, each Image of each check must be of such quality that the following information can be clearly read and understood by sight review of such Image:

- The amount of the check;
- The payee of the check;
- The signature of the person who wrote the check;
- The date of the check;
- The check number;
- The information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and
- All other information placed on the check prior to the time an Image of the check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the check.

If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you.

Processing Images. You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD. At our sole discretion, we may process the Images you send to us electronically through other banks, or we may create IRDs that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

Receipt of Mobile Deposit and Notification. You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by us. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission. You agree that we have no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion. Unless required by applicable law, we have no obligation to notify you of the rejection of a Mobile Deposit or the Images or other information contained therein and shall have no liability to you for failing to do so. A Mobile Deposit is considered received by us when a complete copy of the Mobile Deposit has been written on a Washington Trust electronic storage device in conformity with our technical and operational requirements. To meet the cut-off time referenced in the Availability of Funds section of this Agreement, the Mobile Deposit must be received by us prior to the cut-off time and successfully pass the edits for conformity with the technical requirements. For purposes of determining when a Mobile Deposit has been delivered and received, our records shall be determinative. You may receive a confirmation text and/or email upon receipt of a Mobile Deposit. Your receipt of such confirmation does not mean the transmission was error free, complete or will be considered a Mobile Deposit and credited to your account. We may change the cutoff times without notice to you.

Upon receipt of a Mobile Deposit submitted by you, we may examine such Mobile Deposit and the Images and other information contained therein to ensure that you have complied with this Agreement and followed the Procedures. If we determine that you have not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the Mobile Deposit, we, in our sole discretion, may either reject the Mobile Deposit or elect to correct the error, and accept and process the corrected Mobile Deposit. As a form of correction, we may credit your account for the full amount of the deposit and make any necessary adjustments to the account to correct the error. We may, at its option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent checks, and, in our sole discretion, we may reject any such Mobile Deposit, the Images or other information contained therein. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Account shall be provisional until the final settlement of the deposited item, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, us.

Deposit Limits. We may establish limits on the dollar amount and/or number of Check Images or Mobile Deposits. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. We reserve the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice.

Funds Availability. Our policy is to make funds from your check deposits available to you on the first business day after the business day of deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. Even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit using this service before 5:00 P.M. EST on a business day, we will consider that day to be the day of your deposit. If you make a deposit after 5:00 P.M. EST on a day or at a time not considered a business day, we will consider that the deposit was made on the next business day. Longer delays may apply. For additional information on our Funds Availability Policy, please refer to your Account Agreement. The Service is subject to transaction limitations and we reserve the right to change our Funds Availability Policy, in our sole discretion, subject to applicable law.

Duties and Responsibilities. Our duties and responsibilities are limited to those described in this Agreement, the Account Agreement, the Online Banking Agreement, and any other agreements governing your accounts. We will use commercially reasonable care in performing our responsibilities under this Agreement. You agree to carefully review your account statement and each transaction as soon as possible. If there are any errors or discrepancies regarding checks deposited through the Service including, without limitation, unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within the time set forth in the Account Terms and Conditions. Otherwise, we will consider the information contained in your account statement correct. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with follow-up written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment,

we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Handling of Transmitted Items. You agree to properly endorse, as defined in the Endorsement and Processes section of this Agreement, all Items that you deposit via the Service. You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.

For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. If we return an Item to you unpaid for any reason (for example, because payment was stopped or there were insufficient funds to pay it) you agree not to redeposit that Item via the Service.

Maintenance and Disposal of Transmitted Checks. You shall mark, stamp, or write on the original check "Electronically Presented" after scanning and depositing the check through this Service. You agree to securely store the original check for a period of 60 (sixty) calendar days from the date of the Image transmission. During this Retention Period, you shall take appropriate security measures to ensure that: only authorized persons shall have access to original checks, the information contained on such checks shall not be disclosed, such checks will not be duplicated or scanned more than one time and such checks will not be deposited or negotiated in any form. During the Retention Period, you agree to promptly (no later than 10 calendar days) provide the original check to us upon request. The risk of loss due to the unavailability of the original or copy of a check for any reason, during the Retention Period, shall be exclusively on you.

Upon expiration of this Retention Period, you shall securely destroy the original checks you transmitted. You are obligated to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and disposal process. You hereby indemnify us for, and hold us harmless from and against, any and all claims, demands, actions, and causes of action, losses and damages, of whatever nature, relating to the retention and destruction of original checks by you.

Return of Checks and Chargebacks. Any credit to your account of any deposit using the Service is provisional until final payment of the item deposited. If a check deposited through the Service is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an original check will not be returned to you, but 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 are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You agree not to deposit or otherwise negotiate an original check after our chargeback. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We further reserve the right to chargeback to your account at any time, any Check we subsequently determined was a Prohibited Check. We 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 for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. You further agree we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of any item deposited through the Service.

We shall not be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and us or us and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, impede or otherwise affect our complete or partial performance under this Agreement.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Online/Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Service Disclaimer. The control and flow of documents, files, data, or other information depends largely in part on the performance of technological services provided or controlled by third parties, including but not limited to, internet, telephone applications and various data services. Actions or inactions of such third parties can impair or disrupt your connections to this Service; or portions thereof. We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind that are attributable or in any way related to the infrastructure or your or our ability or inability to connect to this Service. YOU AGREE THAT WASHINGTON TRUST IS NOT RESPONSIBLE FOR A DELAY IN PROCESSING A DEPOSIT TO YOUR ACCOUNT CAUSED BY AN INTERRUPTION OR CONNECTION DISRUPTION RELATED TO THIS SERVICE.

Contingency Plan. You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms hereof or with the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by us until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Service. The deposit of original checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

Confidential Information. You agree to hold confidential, and to use only in connection with the Service, all information furnished to you by us or by third parties from whom we have secured the right to use the Service, including, but not limited to, our product and service pricing structure, system design, programming techniques or other unique techniques. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Service is or might be subject to regulation and examination by authorized representatives of federal and/or state banking authorities, and you agree to the release by us of your reports, information, assurances and other data and information as may be required under applicable laws and regulations. This clause shall survive the termination of the Agreement.

User Warranties. You warrant to us that:

- You will only deposit checks that are authorized by this Agreement, the Procedures and the Deposit Account Agreement governing your account.
- You will not create duplicate Images of the checks, transmit a duplicate Image to us, or deposit or otherwise negotiate the original of any check of which an Image was created. You

further warrant that no subsequent transferee, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original check from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the check(s).

- No subsequent transferees of the Image(s), including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original check.
- Each Image you transmit to us contains an accurate representation of the front and the back of each check and complies with the requirements of this Agreement.
- All data and other information you provide to us, including, but not limited to, data contained in the MICR line of each check is complete, accurate and true and complies with the requirements of this Agreement.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor that may impair the collectability of the check.
- This Agreement is valid and enforceable against you in accordance with its terms, and the entry into, and performance of this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject.
- There is no action, suit, or proceeding pending or, to your knowledge, threatened, which if decided adversely, would affect your financial condition or operations.
- All checks and your transactions are, and will be, genuine. All signatures on checks are authentic and authorized.

You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.

Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmission, and resolution of client claims, including by providing, upon request and without further cost, any originals or copies of checks deposited through the Service in your possession and your records relating to such checks and transmissions

Termination. We may terminate this Agreement at any time for any reason. This Agreement shall remain in full force and effect unless and until we terminate it. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use this Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of the applicable Account Agreement, or any other agreement with us.

You may terminate your use of the Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination and we have had a reasonable time to act upon it. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.

Enforceability. No delay 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 subsequent occasion. In any event, no such waiver or delay by us will be effective unless it is in writing and signed and approved by us.

If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable in any respect by a court or other governmental agency having competent jurisdiction over us, that provision will continue to be enforceable to the extent permitted by that court or agency and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement, however, will remain in full force and effect.

Ownership and License. You agree we retain all ownership and proprietary rights to this Service,

associated content, technology, and website(s), including, but not limited to, any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Any breach of this Agreement immediately terminates your right to use the Service. You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the Service; copy or reproduce all or any part of the Service; or interfere or attempt to interfere with the Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Ensenta Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Hardware and Software. In order to use this Service, you must obtain and maintain, at your sole cost and expense, a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by us for the proper delivery of the Service and that fulfills your obligation to obtain and maintain secure access to the Internet. We are not responsible for any third-party software you may need to use this Service. Any such software is accepted by you "as is" and is subject to the terms and conditions of the software agreement you entered into directly with the third-party software provider at time of download and installation. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Service, including, but not limited to, telephone, mobile data, or Internet service charges. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain internal security controls to protect the Capture Device and customer information. You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to cellular and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Service. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any virus or malware or related problems that may be associated with your using electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your hardware or software, or failures of or interruptions in any electrical, telephone, mobile data, or Internet services. We hereby advise you, and you hereby agree to scan your mobile device, hardware and software on a regular basis using a reliable virus detection product to detect and remove viruses or harmful malware.

Intellectual Property. This Agreement does not transfer to you any ownership or proprietary rights in the Service, or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service.

Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way.

Use of Your Geolocation. When you are submitting an Image for processing through this Service, we reserve the right to, at our discretion, use your Capture Device's capabilities to obtain your geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your Capture Device.

Fees. You are responsible for paying the fees for use of the Service as we may change them from time to time. We may change the fees for use of the Service at any time pursuant to the section titled "Amendment" below. You authorize us to deduct any such fees from any account in your name.

Laws, Rules, and Regulations. You agree to comply with all existing and future operating procedures

used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound. These procedures, rules, and regulations and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Procedures, Rules, Regulations and laws, the latter will control. This Agreement is governed by federal law and, to the extent not preempted by federal law, with the laws of the State of Rhode Island.

Other Terms. 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. 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. This Agreement constitutes the entire statement of the terms and conditions that apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Service.

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 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; provided, however, you are not obligated to indemnify us for any damages solely and proximately caused by our gross negligence or willful misconduct.

Amendment. We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We may send you advance notice of the change. If a change is favorable to you, however, we may make the change at any time without advance notice. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, that will be deemed your acceptance of and agreement to the change.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING 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 ANY REMOTE BANKING 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 ANY REMOTE BANKING 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 ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. 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 WITH, 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.

By accepting these terms and conditions, you agree that all information is understood and agree to the terms listed herein.

INTERNAL TRANSFER OF FUNDS

One-Time and Scheduled Transfers between your Washington Trust Accounts (Not Applicable to External Transfers):

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 Digital Banking.

One-Time and Scheduled Transfers between your Washington Trust Accounts

- 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 be available on the next business day.

One-Time and Scheduled Transfers to make Internal 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.

Modifying or Reversing a one-time and/or scheduled transfer between your Washington Trust Accounts

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 edited or canceled prior to the date of the transaction being processed. Scheduled future dated transfers may be revised up until the day before the transaction is scheduled to be processed.

TERMS OF SERVICE: EXTERNAL TRANSFERS WITH ACCOUNT TO ACCOUNT TRANSFER ADDITIONAL TERMS

1. Introduction

This Terms of Service document (hereinafter "Agreement") is a contract between you and The Washington Trust Company (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments

We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service

Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

The Washington Trust Company
23 Broad Street
Westerly, RI 02891

We may also be reached at 401-348-1200 OR 800-475-2265 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments

The following types of transfers are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in jurisdictions subject to U.S. sanctions or other legal restrictions as defined by applicable federal law and regulatory guidance (e.g., OFAC); and
- b. Transfers that violate any federal or state law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers that are reasonably determined, based on documented and objective criteria, to pose a material risk of fraud, money laundering, terrorist financing, or other unlawful activity; and
- e. Transfers relating to tax payments and court-ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 6 (Notices to Us Regarding the Service) above of any violations of the Agreement generally.

14. Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) engage in or promote unlawful violence, or facilitate criminal activity; (c) engage in conduct that constitutes unlawful harassment, threats, or abuse as defined by applicable law; (d) transmit content that is unlawful, obscene, or otherwise prohibited by applicable law; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of

any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with us in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions

In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction

Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes.

It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting us as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization.

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide

similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension.

If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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. 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.

23. Intellectual Property.

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to

us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames.

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

25. Password and Security.

If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes.

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration.

ARBITRATION PROVISION, CLASS ACTION WAIVER AND OPT OUT - This section constitutes the binding arbitration agreement between you and us establishing how legal disputes related to this agreement or your account are resolved. It also includes a class action waiver and sets forth a process through which you may

opt out of this arbitration provision. Please read this section carefully. Notwithstanding anything to the contrary contained in this arbitration provision, if you are a “covered borrower” as defined under the Military Lending Act, you will continue to retain the rights waived under this provision and disputes may only be decided by arbitration at your election. If any claim or dispute related to this agreement or your account exists between you and us (you and us shall be referred to in this arbitration provision collectively as “parties,” or in the singular as a “party”), and the parties are not able to resolve the dispute informally, the parties agree that, upon demand by either party, the dispute will be resolved through the arbitration process as set forth in this provision. A “claim” or “dispute,” as used in this arbitration provision, is any unresolved disagreement between the parties, arising from or relating in any way to this agreement or your account that is not a claim seeking any form of equitable and/or injunctive relief. A claim seeking any form of equitable and/or injunctive relief shall not be arbitrable, and to the extent claims seeking any form of equitable and/or injunctive relief are asserted in conjunction with claims and/or disputes that are arbitrable under this provision, the arbitrable claims shall be bifurcated from those that are not, so that only the arbitrable claims can proceed to arbitration. This arbitration provision applies to all claims and disputes between the parties, without regard for whether the claim or dispute arose prior to the adoption of this agreement. This arbitration provision shall survive the closing of your account and the termination or modification of any relationship between the parties. You agree and understand that in this arbitration provision you are waiving your right to a trial in a public court, your right to a jury trial, and/or your right to a jury before a judge. You have the right to be represented by counsel at arbitration, at your option and at your cost. Notwithstanding the foregoing and/or any provisions of any applicable procedural rules governing the arbitration, this arbitration provision does not apply to any dispute or controversy concerning the validity, enforceability, coverage or scope of this arbitration provision or any portion of the arbitration provision, including without limitation the class action waiver, questions of bifurcation related to claims for equitable and/or injunctive relief that are not arbitrable, and/or any contention that applicable law is preempted by the Federal Arbitration Act (“FAA”). Any such claim or dispute between the parties that is not subject to this arbitration provision shall be resolved in a United States District Court for the District of Rhode Island (“USDC-RI”) or in a Rhode Island state court, or, in the absence of jurisdiction in those courts, another court having jurisdiction over the parties.

29. Law and Forum for Disputes.

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

30. Indemnification.

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney’s fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release.

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver.

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties.

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE

PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival.

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account-to-Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
 1. "Small Business Transfers Service" means functionality, to the extent made available by us, that enables a Business to transfer funds between Account(s) that the Business maintains with us on the one hand, and Account(s) that the Business maintains with other financial institutions, on the other hand. Businesses accessing the Service shall be classified as Small

Business Transfers Service users. The Small Business Transfers Service is included in the definition of “Service”.

2. “Instant Transfers” means functionality, to the extent made available by us, that uses Payment Networks designed to transfer funds on the same day or sooner between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. Instant Transfers are only available for financial institutions and applicable Accounts that are enabled to send and receive such Instant Transfers. Not all financial institutions and/or Accounts are available to participate in Instant Transfers. Instant Transfers are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution, Payment Network availability, or other factors. Instant Transfers are included in the definition of “Service”.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
 - c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Options (2) and (3) above are not available for Instant Transfers. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
 - d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- f. Instant Transfers. The Instant Transfers feature allows for transfers to and from External Accounts that are enabled through a Payment Network designed to deliver transfers on the same day and potentially within minutes, although actual speed will vary, as described below. Instant Transfers are not instantaneous. Delivery speed may vary based upon the fraud, risk and other funds availability policy of the applicable External Account financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks or other financial institutions that may be involved in the transmission of a transfer. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Instant Transfers unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Transfer Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

2. Transfer Methods and Amounts.

Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests.

You may cancel a transfer at any time until it begins processing (as shown in the Service). Instant Transfers may not be cancelled as the Transfer Instructions will be processed immediately.

4. Stop Payment Requests.

If you desire to stop any transfer that has already been processed, you must contact us pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges.

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in our Fee Schedule, within the user interface, or elsewhere in the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. Additional fees may apply for Instant Transfers and Businesses enrolled in the Small Business Transfers Service. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be

interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers.

We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers.

In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Your Liability for Unauthorized Transfers.

This Section 8 (Your Liability for Unauthorized Transfers) applies only to the Small Business Transfers Service.

Federal Regulation E provides certain protections against loss resulting from unauthorized online banking or mobile banking transfers from your personal account, including bill payments or transfers to other accounts. These protections do not apply to business purpose Accounts, regardless of account ownership.

Section 16 (Your Liability for Unauthorized Transfers) of the General Terms shall not apply to the Small Business Transfers Service. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Small Business Transfers Service in the manner set forth in Section 6 (Notices to Us Regarding the Service) of the General Terms above. You acknowledge and agree that time is of the essence in such situations. Tell us AT ONCE if you believe your user identification, password, or other means of accessing the Small Business Transfers Service have been stolen or used without your permission. You could lose all of the money in your Eligible Transaction Account, plus any credit available in any available overdraft protection plan. Also, if the periodic statement for your Eligible Transaction Account shows payments or other Small Business Transfers Service transactions that you did not make, tell us at once. YOU ARE RESPONSIBLE FOR ALL PAYMENTS INITIATED USING YOUR USER IDENTIFICATION, PASSWORD, AND OTHER MEANS OF ACCESSING THE SMALL BUSINESS TRANSFERS SERVICE, REGARDLESS OF WHETHER YOU AUTHORIZED THEM OR IF THEY EXCEED THE LIMITS THAT YOU IMPOSED ON YOUR AUTHORIZED USER(S).

9. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable. For the Small Business Transfers Service, Accounts include business checking, money market or savings accounts.

"Business" means any person or entity other than a Consumer with an Eligible Transaction Account that utilizes the Service.

"Consumer" means a person (not a business or other entity) with an Eligible Transaction Account primarily for personal, family or household purposes.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from

your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

ZELLE[®] AND OTHER PAYMENT SERVICES TERMS OF SERVICE

This Zelle[®] and Other Payment Services Terms of Service document (hereinafter "Agreement") is a contract between you and The Washington Trust Company (hereinafter "we", "us" or "our") in connection with the Zelle[®] and Other Payment Services (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Zelle[®] and Other Payment Services and the portion of the Site through which the Zelle[®] and Other Payment Services are offered.

1. Description of Services.

- a. We have partnered with the Zelle Network[®] ("Zelle[®]") to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle[®] with us, or with another financial institution that partners with Zelle[®] (each a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described below ("Zelle[®] Payment Service," as further described below). Zelle[®] provides no deposit account or other financial services. Zelle[®] neither transfers nor moves money. You may not establish a financial account with Zelle[®] of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE[®] PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE[®] PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.
- b. In addition to the Zelle[®] Payment Service, we provide other payment services under this Agreement. These additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle[®]. These payment services are referred to as "Other Payment Services" in this Agreement. The term "Zelle[®] and Other Payment Services" means the Zelle[®] Payment Service and the Other Payment Services.
- c. The Zelle[®] and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle[®] and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle[®]. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
- d. The Zelle[®] Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle[®] Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle[®] and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not

responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payment Services payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

2. Payment Authorization and Payment Remittance.

- a. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 20 (Prohibited Payments), you agree that you will not use the Zelle® and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Payment Service or share your credentials with a third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle® Payment Service at any time and without prior notice, including for reasons involving your use of the Zelle® Payment Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.
- b. This Section 2(b) does not apply to small business Users enrolled in the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes, or for any unlawful purpose.
- c. To be eligible to enroll for the Zelle® and Other Payment Services, you represent that: (i) you are a U.S. resident (not including U.S. territories); (ii) you can form legally binding contracts under applicable law and are not a minor; (iii) you maintain one active Eligible Transaction Account with us and which account is in good standing; and (iv) you have the authority to authorize debits and credits to the enrolled Eligible Transaction Account you maintain with us. By using the Zelle® and Other Payment Services, you represent that you meet these requirements and that you agree to be bound by this Agreement. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Zelle® Payment Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that

User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Payments." If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle®. If you enroll for the Zelle® Payment Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as a contact method for certain communications related to the Zelle® Payment Service and must meet the requirements described herein.

- d. When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers, email addresses and/or Zelle® tags of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- e. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- f. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- g. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the

Payment Instruction would exceed the credit limit of your overdraft account;

2. The Zelle[®] and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below;
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and email address, Zelle[®] tag or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- h. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle[®] and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3. Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. When you send money to another User at your initiation, you may initiate a: (i) one-time payment that will begin processing immediately, (ii) one-time future dated payment that will begin processing on a specified future date, or (iii) recurring payment series that will begin processing recurring payments on a specified series of dates. Further details about each of these options can be found on the Site. You understand that use of the Zelle[®] and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you initiate sending money using Zelle[®] and Other Payment Services and a payment has begun processing, it cannot be edited or canceled. One-time payments that process immediately cannot be edited or canceled. You may only edit or cancel a one-time future dated payment or recurring payment until the payment begins processing. As to the Zelle[®] Payment Service, if the person you sent money to has already enrolled with Zelle[®], the money is sent directly to their bank account (except as otherwise provided in Section 3(f) below) and may not be canceled or revoked. We therefore recommend that you use the Zelle[®] Payment Service to send money only to people you know and trust. Your ability to cancel or stop payments is addressed more generally in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address, mobile telephone number and/or Zelle[®] tag). If the Receiver maintains an Eligible Transaction Account with a Network

Financial Institution and has not yet enrolled in Zelle[®], then the Zelle[®] Payment Service will contact the Receiver regarding enrollment in Zelle[®] and receipt of payment (a “Two-Step Transfer”). If the Receiver has already enrolled in Zelle[®], then the Receiver will receive a message regarding your payment.

- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle[®]. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described below in Section 29 (Errors, Questions, and Complaints).
- d. In most cases, when you are sending money to another User using the Zelle[®] Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle[®], the other Network Financial Institutions, and other Zelle[®] users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle[®], they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle[®], or otherwise ignore the payment notification, and the transfer may not occur. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle[®]. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle[®] delay or block a payment that you have initiated, we will notify you via email to the designated email address within your Zelle[®] profile. Neither we nor Zelle[®] have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle[®] Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle[®]. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

- f. For Zelle® Payment Service payments, as to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that when we begin processing the Payment Instruction we will debit funds from your Eligible Transaction Account immediately, but we will only begin to process the requested transfer of funds to the Receiver once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4. Receiving Payments; Money Transfers by Network Financial Institutions.

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® request for money, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a request for money, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service.
- b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you via email to the designated email address within your Zelle® profile. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Users, Zelle® or other Network Financial Institutions that could delay or prevent a transfer of money to you. You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive requests for money, from others through the Zelle® Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such

transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5. Requesting Payments.

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle[®] guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle[®] accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle[®] may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle[®] Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle[®], its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle[®]. Neither we nor Zelle[®] assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a request for money using the Zelle[®] Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a request for money may not receive, or otherwise may reject or ignore, your request. We do not guarantee that you will receive any payments from individuals by initiating a request for money.

6. Payment Cancellation, Stop Payment Requests and Refused Payments.

Sender may only cancel a Payment Instruction until the payment begins processing. Sender may only stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days after contacting Customer Care, at (800) 475-2265 or info@wasitrust.com, or otherwise directing us to stop a payment. If we charge you to stop the payment, then the charge for each stop payment request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle[®] will be automatically cancelled by us fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Service Providers.

We are offering you the Zelle® and Other Payment Services through one or more Service Providers that we have engaged to render some or all of the Zelle® and Other Payment Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Zelle® and Other Payment Services to you, to the extent any liability attaches in connection with the Zelle® and Other Payment Services pursuant to Section 41 (Limitation of Liability), we are the sole party liable to you for any payments or transfers conducted using the Zelle® and Other Payment Services and we are solely responsible to you and any third party. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of this Agreement.

8. Amendments.

We may amend this Agreement and any applicable fees and charges for the Zelle® and Other Payment Services at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Zelle® and Other Payment Services after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Zelle® and Other Payment Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Zelle® and Other Payment Services, and/or related applications and material, and limit access to only the Zelle® and Other Payment Services' more recent revisions, updates, upgrades or enhancements.

9. Our Relationship With You.

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Zelle® and Other Payment Services. We do not have control of, or liability for, any products or services that are paid for with our Zelle® and Other Payment Services. We also do not guarantee the identity of any user of the Zelle® and Other Payment Services (including but not limited to recipients to whom you send payments).

10. Assignment.

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

11. Notices to Us Regarding the Zelle® and Other Payment Services.

Except as otherwise stated below, notice to us concerning the Site or the Zelle® and Other Payment Services must be sent by postal mail to: The Washington Trust Company, Attn: The Washington Trust Company, 23 Broad Street, Westerly, RI 02891

We may also be reached at (800) 475-2265 for questions and other purposes concerning the Zelle® and Other Payment Services. We will act on your telephone calls as described below in Section 29 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

12. Notices to You.

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Zelle® and Other Payment Services, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile

phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Zelle® and Other Payment Services setup or customer profile. For example, users of the Zelle® and Other Payment Services may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. We reserve the right to terminate your use of the Zelle® and Other Payment Services if you withdraw your consent to receive electronic communications.

13. Consent to Emails and Automated Text Messages.

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us for the Zelle® and Other Payment Services, send STOP to 767666. For help or information regarding text messaging for the Zelle® and Other Payment

Services, send HELP to 767666 or contact our customer service at (800) 475-2265. You expressly consent to receipt of a text message to confirm your "STOP" request.

- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the Zelle[®] and Other Payment Services. Users of the Zelle[®] Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

14. Service Fees and Additional Charges.

You are responsible for paying all fees associated with your use of the Zelle[®] and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle[®] and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle[®] Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as a request for money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 25 (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle[®] and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient funds in the Eligible Transaction Account.

15. Refused Payments.

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

16. Returned Payments.

In using the Zelle[®] and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle[®]. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle[®] Payment Service.

17. Receipts and Transaction History.

You may view your transaction history by logging into the Zelle[®] and Other Payment Services and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Transactions made through the Zelle[®] and Other Payment Services will also appear on your statement(s), to include your online banking profile, in the timeframe prescribed by the method in which the payment is posting. We may provide different line item descriptions in your statement(s) dependent upon whether you are enrolled through us utilizing our Zelle[®] and Other Payment Services through our Site or are enrolled for the Zelle[®] Payment Service through the Zelle[®] stand-alone application.

18. Your Privacy.

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

19. Privacy of Others.

If you receive information about another person through the Zelle® and Other Payment Services, you agree to keep the information confidential and only use it in connection with the Zelle® and Other Payment Services.

20. Prohibited Payments.

The following types of payments are prohibited through the Zelle® and Other Payment Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in jurisdictions subject to U.S. sanctions or other legal restrictions as defined by applicable federal law and regulatory guidance (e.g., OFAC) and
- b. Payments that violate any federal or state law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 21 below; and
- d. Payments that are reasonably determined, based on documented and objective criteria, to pose a material risk of fraud, money laundering, terrorist financing, or other unlawful activity; and
- e. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above of any violations of the Agreement generally.

21. Acceptable Use.

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Zelle® and Other Payment Services, regardless of the purpose of the use, and for all communications you send through the Zelle® and Other Payment Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Zelle® and Other Payment Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) engage in or promote unlawful violence, or facilitate criminal activity; (c) engage in conduct that constitutes unlawful harassment, threats, or abuse as defined by applicable law; (d) transmit content that is unlawful, obscene, or otherwise prohibited by applicable law; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Zelle® and Other Payment Services, or interfere or attempt to interfere, with the Site or the Zelle® and Other Payment Services; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above of any violations of the Agreement generally.

22. Payment Methods and Amounts.

There are limits on the amount of money you can send or receive through our Zelle® and Other Payment Services. Your limits may be adjusted from time to time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method

in which to remit funds on your behalf through the Zelle[®] and Other Payment Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

23. Your Liability for Unauthorized Transfers.

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with Customer Care in the manner set forth in Section 11 (Notices to Us Regarding the Zelle[®] and Other Payment Services) above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for transactions that we have conclusively identified as unauthorized, if you notify us within sixty (60) days of receiving your monthly financial institution statement reflecting the unauthorized transaction. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can establish that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle[®] and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts.

THE ZELLE[®] PAYMENT SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE[®] TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE[®] DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE[®] PAYMENT SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

24. Taxes.

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

25. Failed or Returned Payment Instructions.

In using the Zelle[®] and Other Payment Services, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit; and
- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

26. Information Authorization.

Your enrollment in the Zelle[®] and Other Payment Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Zelle[®] and Other Payment Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Zelle[®] and Other Payment Services, to authenticate you when you log in, to send you information about the Zelle[®] and Other Payment Services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Zelle[®] and Other Payment Services and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Zelle[®] and Other Payment Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Zelle[®] and Other Payment Services. The following provisions in this Section apply to certain Zelle[®] and Other Payment Services:

a. Mobile Subscriber Information.

You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

b. Device Data.

We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

27. Consent to Share Personal Information (Including Account Information).

In addition to Section 26 (Information Authorization) above, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account;
- c. To comply with government agency or court orders, or debit card, as applicable;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the applicable terms of our Privacy Policy.

28. Service Termination, Cancellation, or Suspension.

If you wish to cancel the Zelle[®] and Other Payment Services, you may contact us as set forth in Section 11 (Notices to Us Regarding the Zelle[®] and Other Payment Services) above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle[®] and Other Payment Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

29. Errors, Questions, and Complaints.

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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. 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.

30. Intellectual Property.

All other marks and logos related to the Zelle[®] and Other Payment Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Zelle[®] and Other Payment Services or display them in any manner that implies our sponsorship or endorsement. All rights, title and interest in and to the Zelle[®] and Other Payment Services, the portion of the Site through which the Zelle[®] and Other Payment Services are offered, the technology related to the Site and Zelle[®] and Other Payment Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Zelle[®] and Other Payment Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

31. Password and Security.

If you are issued or create any password or other credentials to access the Zelle[®] and Other Payment Services or the portion of the Site through which the Zelle[®] and Other Payment Services are offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 11 (Notices to Us Regarding the Zelle[®] and Other Payment Services) above. See also Section 23 (Your Liability for

Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

32. Remedies.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Zelle® and Other Payment Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Zelle® and Other Payment Services for any reason or no reason and at any time. The remedies contained in this Section 32 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

33. Arbitration; Class Action Waiver.

You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce this Section 33 (Arbitration) and Section 34 (Law and Forum for Disputes) against you.

ARBITRATION PROVISION, CLASS ACTION WAIVER AND OPT OUT - This section constitutes the binding arbitration agreement between you and us establishing how legal disputes related to this agreement or your account are resolved. It also includes a class action waiver and sets forth a process through which you may opt out of this arbitration provision. Please read this section carefully. Notwithstanding anything to the contrary contained in this arbitration provision, if you are a "covered borrower" as defined under the Military Lending Act, you will continue to retain the rights waived under this provision and disputes may only be decided by arbitration at your election. If any claim or dispute related to this agreement or your account exists between you and us (you and us shall be referred to in this arbitration provision collectively as "parties," or in the singular as a "party"), and the parties are not able to resolve the dispute informally, the parties agree that, upon demand by either party, the dispute will be resolved through the arbitration process as set forth in this provision. A "claim" or "dispute," as used in this arbitration provision, is any unresolved disagreement between the parties, arising from or relating in any way to this agreement or your account that is not a claim seeking any form of equitable and/or injunctive relief. A claim seeking any form of equitable and/or injunctive relief shall not be arbitrable, and to the extent claims seeking any form of equitable and/or injunctive relief are asserted in conjunction with claims and/or disputes that are arbitrable under this provision, the arbitrable claims shall be bifurcated from those that are not, so that only the arbitrable claims can proceed to arbitration. This arbitration provision applies to all claims and disputes between the parties, without regard for whether the claim or dispute arose prior to the adoption of this agreement. This arbitration provision shall survive the closing of your account and the termination or modification of any relationship between the parties. You agree and understand that in this arbitration provision you are waiving your right to a trial in a public court, your right to a jury trial, and/or your right to a jury before a judge. You have the right to be represented by counsel at arbitration, at your option and at your cost. Notwithstanding the foregoing and/or any provisions of any applicable procedural rules governing the arbitration, this arbitration provision does not apply to any dispute or controversy concerning the validity, enforceability, coverage or scope of this arbitration provision or any portion of the arbitration provision, including without limitation the class action waiver, questions of bifurcation related to claims for equitable and/or injunctive relief that are not arbitrable, and/or any contention that applicable law is preempted by the Federal Arbitration Act ("FAA"). Any such claim or dispute between the parties that is not subject to this arbitration provision shall be resolved in a United States District Court for the District of Rhode Island ("USDC-RI") or in a Rhode Island state court, or, in the absence of jurisdiction in those courts, another court having jurisdiction over the parties.

34. Law and Forum for Disputes.

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 33 (Arbitration)) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 33 (Arbitration). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

35. Wireless Operator Data.

In addition to Section 26 (Information Authorization), you acknowledge that we or Zelle[®] may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle[®] and Other Payment Services. By using the Zelle[®] Payment Service, you authorize your wireless carrier (to use or disclose information about your account and your wireless device, if available, to Zelle[®] or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See Zelle[®]'s Privacy Policy at <https://www.Zelle[®]pay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

36. Content Standards; Zelle[®] Tags

- a. Content Standards: You agree that you will not use the Zelle[®] Payment Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle[®] Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle[®], as determined by Zelle[®] in its sole discretion; or (6) in Zelle[®]'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle[®] Payment Service, or which may expose us, Zelle[®] or our respective affiliates or customers to harm or liability of any nature.
- b. Although neither we nor Zelle[®] have any obligation to monitor any content, both we and Zelle[®] have absolute discretion to remove content at any time and for any reason without notice. We and Zelle[®] may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle[®] Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle[®] are not responsible for, and assume no liability, for any

content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.

- c. The Zelle® Payment Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending, receiving, or requesting money, which will be your “Zelle® tag.” Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

37. Liability.

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service.

38. Release.

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Zelle® and Other Payments Services. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

39. No Waiver.

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

40. Disclaimer of Warranties.

THE SITE AND ZELLE[®] AND OTHER PAYMENT SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ZELLE[®] AND OTHER PAYMENT SERVICES, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE[®] MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE[®] PAYMENT SERVICE. WE AND ZELLE[®] EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE[®] PAYMENT SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE[®] WARRANT THAT THE ZELLE[®] PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE[®] PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

41. Limitation of Liability.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ZELLE[®] AND OTHER PAYMENT SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE ZELLE[®] AND OTHER PAYMENT SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ZELLE[®] AND OTHER PAYMENT SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ZELLE[®] AND OTHER PAYMENT SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ZELLE[®] AND OTHER PAYMENT SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE[®], OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE[®] PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE[®] PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE[®] PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE[®] HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE[®] PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE[®] PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE[®], OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

42. Indemnification.

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.

43. Use of Our Online Banking Site and/or Mobile App.

You agree to access the Site and/or mobile app in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

44. Complete Agreement, Severability, Captions, and Survival.

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 7, 10-12, 19, 24, 25, 30, 32-34 and 37-44, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

45. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Zelle® and Other Payment Services fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Zelle® and Other Payment Services.
- e. "Network Financial Institutions" means financial institutions that have partnered with Zelle®.
- f. "Payment Instruction" is the information provided for a payment to be made under the Zelle® and Other Payment Services, which may be further defined and described above in connection with the Zelle® and Other Payment Services.

- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle[®] and Other Payment Services.
- i. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle[®] Payment Service.
- j. "Sender" is a person or business entity that sends a Payment Instruction through the Zelle[®] and Other Payment Services.
- k. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Zelle[®] and Other Payment Services to you on our behalf.
- l. "Zelle[®] Small Business Service" means functionality, to the extent made available by us, that enables a small business User to (i) send requests for money through the Zelle[®] Payment Service, and (ii) send and receive Payment Instructions through the Zelle[®] and Other Payment Services. Users that access the Zelle[®] and Other Payment Services through a business account shall be classified as Zelle[®] Small Business Service Users. The Zelle[®] Small Business Service is included in the definition of "Zelle[®] Payment Service".

Zelle[®] and the Zelle[®] related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

TERMS OF SERVICE WITH BILL PAYMENT ADDITIONAL TERMS (GOOD FUNDS PROCESSING)

1. Introduction.

This Terms of Service document (hereinafter "Agreement") is a contract between you and The Washington Trust Company (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or

enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

Washington Trust
23 Broad Street Westerly, RI 02891.

We may also be reached at 401-348-1200 OR 800-475-2265 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in jurisdictions subject to U.S. sanctions or other legal restrictions as defined by applicable federal law and regulatory guidance (e.g. OFAC); and
- b. Payments that violate any federal or state law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments that are reasonably determined, based on documented and objective criteria, to pose a material risk of fraud, money laundering, terrorist financing, or other unlawful; and
- e. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) engage in or promote unlawful violence, or facilitate criminal activity ; (c) engage in conduct that constitutes unlawful harassment, threats, or abuse as defined by applicable law; (d) transmit content that is unlawful, obscene, or otherwise prohibited by applicable law; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time to time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our

Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with us in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

1. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
2. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
3. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting us as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

1. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
2. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints. In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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. 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.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not

responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. ARBITRATION PROVISION, CLASS ACTION WAIVER AND OPT OUT - This section constitutes the binding arbitration agreement between you and us establishing how legal disputes related to this agreement or your account are resolved. It also includes a class action waiver and sets forth a process through which you may opt out of this arbitration provision. Please read this section carefully. Notwithstanding anything to the contrary contained in this arbitration provision, if you are a "covered borrower" as defined under the Military Lending Act, you will continue to retain the rights waived under this provision and disputes may only be decided by arbitration at your election. If any claim or dispute related to this agreement or your account exists between you and us (you and us shall be referred to in this arbitration provision collectively as "parties," or in the singular as a "party"), and the parties are not able to resolve the dispute informally, the parties agree that, upon demand by either party, the dispute will be resolved through the arbitration process as set forth in this provision. A "claim" or "dispute," as used in this arbitration provision, is any unresolved disagreement between the parties, arising from or relating in any way to this agreement or your account that is not a claim seeking any form of equitable and/or injunctive relief. A claim seeking any form of equitable and/or injunctive relief shall not be arbitrable, and to the extent claims seeking any form of equitable and/or injunctive relief are asserted in conjunction with claims and/or disputes that are arbitrable under this provision, the arbitrable claims shall be bifurcated from those that are not, so that only the arbitrable claims can proceed to arbitration. This arbitration provision applies to all claims and

disputes between the parties, without regard for whether the claim or dispute arose prior to the adoption of this agreement. This arbitration provision shall survive the closing of your account and the termination or modification of any relationship between the parties. You agree and understand that in this arbitration provision you are waiving your right to a trial in a public court, your right to a jury trial, and/or your right to a jury before a judge. You have the right to be represented by counsel at arbitration, at your option and at your cost. Notwithstanding the foregoing and/or any provisions of any applicable procedural rules governing the arbitration, this arbitration provision does not apply to any dispute or controversy concerning the validity, enforceability, coverage or scope of this arbitration provision or any portion of the arbitration provision, including without limitation the class action waiver, questions of bifurcation related to claims for equitable and/or injunctive relief that are not arbitrable, and/or any contention that applicable law is preempted by the Federal Arbitration Act ("FAA"). Any such claim or dispute between the parties that is not subject to this arbitration provision shall be resolved in a United States District Court for the District of Rhode Island ("USDC-RI") or in a Rhode Island state court, or, in the absence of jurisdiction in those courts, another court having jurisdiction over the parties.

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE

ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

1. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
2. "Affiliates" are companies related by common ownership or control.
3. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
4. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
5. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
6. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
7. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

BILL PAYMENT SERVICE ADDITIONAL TERMS (GOOD FUNDS PROCESSING)

1. Description of Service. The term "Bill Payment Terms" means these Bill Payment Service Additional Terms (Good Funds Processing). The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the Scheduled Payment Date, your Eligible Transaction Account will either be debited immediately after scheduling your payment or up to five (5) Business Days prior to the Scheduled Payment Date. The specific timing of the debit to your Eligible Transaction Account will be disclosed in the user interface for the Service.

3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment-related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 2 of the Bill Payment Terms (Payment Scheduling).

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Exception Payments Requests. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your

scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills - You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills - If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers - You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for

your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

9. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

10. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in our Fee Schedule, within the user interface, or elsewhere in the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient funds in the Billing Account.

11. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you.

12. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

13. Information Authorization. In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

14. Bill Discovery. The following Bill Discovery terms and conditions in this Section 14 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section 14 (Bill Discovery) does not apply.

Bill Discovery. The bill discovery feature ("Bill Discovery") enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Site, you authorize the Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller matches, the Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 8 (Bill Delivery and Presentment) of the Bill Payment Terms.

15. Payment Methods. In addition to the payment methods set forth in Section 15 (Payment Methods and Amounts) in the General Terms, certain Service payments may be processed using a prepaid, single-use virtual card. Single-use cards provide a fast and secure way for your payment to be delivered. Please note in the event your payment is processed using a virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation communication you may receive from your Biller.

16. Definitions.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

“Payment Instruction” is as defined in Section 36 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

ALERTS AND NOTIFICATIONS

The Service allows you to receive notification 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 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.

MONEY MANAGEMENT FINANCIAL WELLNESS TERMS

Personal Finance Manager Tools include budgets, savings goals, aggregated accounts, external transfer accounts and account activity. A monthly fee of \$0 is required to use these tools.

By using the account aggregation services, you hereby agree to the following:

Provide Accurate Information. You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Proprietary Rights. You are permitted to use content delivered to you through the service only on the service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you

agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the service.

Content You Provide. You are licensing to your financial institution and its service providers, including Yodlee, Inc. ("Service Providers"), any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the service. Your financial institution and its Service Providers may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, your financial institution and its Service Providers may use the Content for the purposes set out above. As between your financial institution and its Service Providers, your financial institution owns your confidential account information.

Third Party Accounts. By using the service, you authorize your financial institution and its Service Providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant your financial institution and its Service Providers a limited power of attorney, and you hereby appoint your financial institution and its Service Providers as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service. You acknowledge that though the use of this service, your financial institution shall have access to your account credentials, including, but not limited to login username and passwords.

Aggregated Data. Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, and marketing. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties, except as otherwise permitted by this User Agreement. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing which may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may present a display ad to a specific group of users, in order to provide potential products and services information.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NO WARRANTY. YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

Indemnification. You agree to protect and fully compensate your financial institution and its Service Providers and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

You agree that the Service Providers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if the Service Providers were a party to this Agreement.

ELECTRONIC STATEMENT / NOTIFICATION, AGREEMENT AND DISCLOSURE

This notification, agreement and disclosure ("Agreement") contains important information about our electronic statement product, also referred to as eStatements. You should keep a copy of this disclosure for your records.

Definitions:

As used in this Agreement, the words "we," "our," "us," and "Bank" mean The Washington Trust Company; the words "you" and "your" mean each account owner or authorized signer. "Deposit account" means each checking account, savings account and money market account you maintain with us. "Loan account" means each loan account and annual loan escrow statements you maintain with us. At any time, we may choose to offer additional types of account statements online.

Online Statement Delivery

By accepting this Agreement and by clicking the e-Statement radio button for each account for which you desire eStatements, you consent and agree that we may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of periodic statements (eStatements) for each account you designate. Agreeing to eStatements will discontinue your paper statements for deposit and loan accounts.

E-mail Reminders

Your consent to receive electronic notices covers any notice or other type of communication provided to you with respect to each of your designated accounts. Delivery of some disclosures in electronic form does not require the Bank to deliver all disclosures or all disclosures of a particular type electronically.

E-mail Address Changes

You agree to notify us immediately of any change in your mailing address, e-mail address or other information relevant to this Agreement. To change your e-mail address, access My Settings within our Online Banking Service. Should you need assistance, visit a local branch or contact our Customer Solutions Center at 800-475-2265 or 401-348-1200. It is your responsibility to notify the Bank of changes to your mailing address for US Mail delivery of other account documentation.

Enrolling for EStatements

Once you have accepted this Agreement, you may enroll for eStatements at any time by accessing Online Statements within our Online Banking Service. By clicking Manage My Settings and choosing the eStatements radio button for eStatements for each account, you accept eStatements and agree that this Agreement applies to the designated account. You will receive eStatements only for those accounts for which you have chosen eStatements.

Statement Availability

We will automatically turn off paper statements for the accounts for which you have chosen eStatements. You will need to access all future statements for these accounts through the Bank's Online Banking Service.

Review of eStatements

Your receipt of eStatements does not in any way alter your obligation to review your eStatements promptly.

Requesting a Paper Copy of your Account Statement

At any time, you may request a paper copy of any periodic statement or disclosure which has been delivered electronically. Paper copies may be requested by visiting a local branch office or contacting our Customer Solutions Center at 800-475-2265 or 401-348-1200. You may be charged the standard research fees for production of a paper copy of your periodic statement. A copy of our current Consumer Fee Schedule is available by going to [Washington Trust | Disclosures](#) and clicking on the Consumer Fee Schedule.

Canceling eStatements

You retain the right to withdraw your consent for electronic delivery of disclosures and periodic statements. You may withdraw your consent at any time for any account by choosing the paper statement radio button election for that account within our Online Banking Service. The delivery of a statement can be withdrawn within the Online Statements tab by selecting Settings and then choosing Manage My Settings. Once you have withdrawn your consent in our Online Banking Service, we will then discontinue the eStatements service for the accounts chosen and paper statements and disclosures will be resumed. Conversion to paper statements and disclosures will occur with those statements and disclosures eStatements beginning with the next periodic statement for the designated account. The cancellation of eStatements in no way affects the validity or legal effect of all eStatements and disclosures which have been previously delivered electronically under the eStatements service.

Joint Accounts

If your account is owned jointly with another person or has more than one authorized signer, any of the Owners/Signers may consent to receive eStatements. Upon consent of eStatements by any Owner/Authorized Signer, a paper statement will no longer be delivered. All Owners/Authorized Signers may have access to eStatements by providing consent. A notification e-mail to one owner of a joint account is considered notice to all owners.

Security

Your User ID and Password are used to access our Online Banking Service and should be kept confidential. We require that you change your password every 365 days. You are responsible for keeping your password, account numbers, and other account data confidential. You further understand and agree to notify the Bank immediately if your User ID and/or Password should become compromised or known to individuals who are not authorized by you.

System Requirements

In order for you to access and retain your online-statement records, your computer must meet the following requirements. You must have:

- Internet and e-mail access
- A certified/supported browser that supports 128-bit encryption
- A currently compatible browser and Adobe Acrobat Reader version.

We may revise hardware and software requirements, and if there is a material risk that the changes may impact your ability to access eStatements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving eStatements.

Change in Terms

The Bank reserves the right to change the terms and conditions of this Agreement at any time, including the addition and deletion of eStatements services. We will update this Agreement on our website and may notify you of such changes by mail or electronic message to your most recent addresses listed on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any new or increased fees, any stricter limits on the type, amount or frequency of transactions, or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the eStatements service when such changes become effective, you agree to be bound by the revised terms and conditions to this Agreement or you can decline the changes by discontinuing the use of the eStatements service and notifying us of your election to do so. The Bank reserves its right to terminate this Agreement and your access to the eStatements service, in whole or in part, at any time.

Disclaimer of Warranty and Limitation of Liability

You agree that the Bank shall not be held liable if you are unable to gain access to the website or the Bank's Online Banking Service from time to time. You understand that some or all of the eStatements services and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond the Bank's control. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with eStatements provided to you under the Agreement. We do not and cannot warrant that the eStatement service will operate without error, or that the eStatement service will be available at all times. Except as specifically provided in this Agreement or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the eStatement service, including loss of profits, revenue, data or use

by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

Proceed with Acceptance of Online Disclosures

With your acceptance of this Agreement and your designation of account for eStatements, you agree to accept periodic account statements including important notifications that may appear on your statements in an electronic format instead of our mailing you a paper statement.

You also agree that you have the necessary equipment for accessing and viewing eStatements and you agree to notify us if you change your e-mail address or if you no longer want to receive statements electronically. You can still enroll at a later time within the Online Banking Service.

If you have inquiries regarding your accounts, please contact us at:

The Washington Trust Company
23 Broad Street
Westerly, RI 02891
800-475-2265

info@washtrust.com

CLICKSWITCH

CONSENT TO USE OF ELECTRONIC SIGNATURES & COMMUNICATIONS

The Washington Trust Company, of Westerly (“Washington Trust”, “we”, “us”, “our(s)”) offers users of the ClickSWITCH services (the “Services”) the capability to initiate certain financial Transactions, as defined below, through our third-party vendor, Q2 Software, Inc. (“Q2”).

In order to provide you information in connection with such Transactions electronically instead of on paper, the Electronic Signatures in Global and National Commerce Act (ESIGN Act) and other applicable laws require us to obtain your advance Consent electronically. We also need your general Consent to use electronic records and signatures in our relationship with you relating to Transactions. *You must Consent in order to proceed with Transactions electronically.*

In this Consent, “Transaction” means each instruction to authorize a direct deposit to, or an automatic payment from, a Washington Trust account using the Services. “Communication” includes but is not limited to each disclosure, notice, acknowledgment, agreement, record, document or other information delivered to you in relation to a Transaction. “You” and “your” refers to the individual providing Consent, whether that person is the account holder, joint account owner or an individual legally authorized to act on their behalf.

Scope of Consent

Your Consent applies to any Communication we provide to you, that you sign or otherwise agree to, or submit at our request in connection with the Services. Your Consent only applies to the Services; it does not apply to any other business you may conduct with Washington Trust.

How to access or request paper copies

After you have Consented to receive Communications from us electronically with respect to a Transaction, a copy of the Communications related to a Transaction will be sent to you by email. If you do not provide an email address, you may still access Communications by logging into the Service and viewing your account. You may access, save to your computer and/or print a copy of the Communications you receive by email or view by logging into the Services. You may also request, at any time, a paper copy of any Electronic Communications by contacting us at 800-475-2265. Please note there may be a charge for providing paper copies.

How to withdraw your Consent; consequences of withdrawing your Consent

After you have given your Consent to receive Communications from us electronically and to transact with us

electronically, you may change your mind for any reason. To withdraw this consent contact us at 800-475-2265 to request deletion of your ClickSWITCH account and login.

If you withdraw your Consent you will no longer be able to initiate Transactions electronically using the Services.

How Communications will be sent to you electronically

With respect to each Transaction, we will send you Communications or request your signature or agreement electronically through the Services when you initiate the Transaction.

How to advise us of your new e-mail address

In connection with providing Communications electronically, we must maintain information about how to contact you electronically. If there are any changes in your contact information that would impact our ability to contact you electronically (such as a change in email address), please contact us at 800-475-2265.

System Requirements

To receive and review electronic Communications within the Services, you must have access to:

- an active e-mail address;
- a Current Version (defined below) of the software capable of initiating a Transaction;
- a Current Version of an Internet browser we support;
- a connection to the Internet;
- a Current Version of a program that accurately reads and displays PDF files; and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print and retain records on paper, and electronic storage if you wish to retain records in electronic form. If you have trouble printing or storing records, contact us at 800-475-2265 for assistance.

By “Current Version,” we mean a version of the software application that is currently being supported by its publisher. From time to time, we may offer services or features that require your computer or software applications to be configured in a particular way. If we detect that your computer or software applications are not properly configured, ClickSWITCH will provide you with an error notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of a software application if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with a Transaction.

If our Services requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised requirements. Please note that continuing to use electronic Communications and electronic agreement in connection with a Transaction after receiving notice of the change is a reaffirmation of your Consent.

TERMS & CONDITIONS

Please note: Your review and electronic acceptance of the following Terms & Conditions for use of the ClickSWITCH service is valid and enforceable pursuant to the “CONSENT TO USE OF ELECTRONIC SIGNATURES AND COMMUNICATIONS” as outlined in the prior section.

The following Terms & Conditions (“Terms”) will govern your access and use of the automatic transaction switching service (the “Service”) provided by our third-party vendor, Q2 Software, Inc. (“Q2”). By enrolling in and/or using this Service, you agree to be bound by the Terms, as may be amended from time to time as provided for in Section 15 below.

1. Account Switch Service. The Service is a personal finance management service that allows you to move

your automatic transactions from accounts at existing financial institutions (“Existing Financial Institutions”) to your accounts at a new financial institution (“New Financial Institution”, which under these Terms, refers solely to **The Washington Trust Company, of Westerly**, hereinafter “Washington Trust”) or set up new automatic transactions (including online payments, automated payments and direct deposits) at Washington Trust. The Service is provided to you without charge. The term “you” or “your” refers to the individual enrolling in and/or using the Service, whether that person is the account holder, joint account owner or an individual legally authorized to act on their behalf. The term “we”, “us” or “our” refers to Washington Trust.

2. Privacy and your Personal Information. We care about the privacy of our users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and other information as set forth in our [Privacy Policy](#), and to have such information collected, used, and processed in the United States in relation to your use of the Service. Washington Trust cannot guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

3. Account Information from Existing Financial Institutions. With the Service, to the extent the Switch Assist feature of the Service is enabled, you may direct Washington Trust, through its Service vendor Q2, to retrieve your information, including without limitation, data, passwords, usernames, PINs, log-in information, materials and other content (“Account Information”), maintained online by Existing Financial Institutions with which you have customer relationships, maintain accounts or engage in financial transactions. Our Service vendor Q2 works with one or more online financial service providers (“Third Party Providers”) under contract to access this Account Information. By using this feature of the Service, you expressly authorize Q2 and such Third-Party Providers to access and use this Account Information for purpose of providing the Service. Q2 makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement; the foregoing is solely your responsibility.

Q2 and its Third-Party Providers cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain Account Information or loss of Account Information, personalization settings or other service interruptions. Q2 cannot and does not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any Account Information, communications or personalization settings. For example, when displayed through the Service, Account Information is only as current as the session in which it is accessed, which reflects when the Account Information is obtained from the Existing Financial Institutions. Such Account Information may be more up-to-date when obtained directly from the relevant Existing Financial Institutions. You can refresh your Account Information through the Service, in the manner prescribed in the associated instructions.

4. Your Responsibilities and Agreements. You may not access or use the Service if you are not of legal age to form a binding contract. If you access or use the Service, you represent that you have the legal capacity to be bound by these Terms or, if you are acting on behalf of a company or legal entity, that you have the authority to bind such company or legal entity. You agree (i) you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by these Terms or by any applicable law or regulation, (ii) that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the Service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data, (iii) you will not use the Service in a European Union Member State, (iv) you are not a citizen of a European Union Member State, and (v) to use the Service only for permitted uses described in accordance with the Terms.

Accurate records enable Washington Trust, through its Service vendor Q2, to provide the Service to you. In order to use the Service, you must provide true, accurate, current and complete Account Information about your accounts maintained at Existing Financial Institutions, as requested in our “add account” setup forms, and you may not misrepresent your Account Information. In order for the Service to function effectively, you

must also keep your Registration Information (as defined below) up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

5. Protecting Your Registration Information. You agree and understand that you are responsible for maintaining the confidentiality of your ClickSWITCH password which, together with your login ID, allows you to access the Service. That login ID and password, together with your email address and any mobile number or other contact information you provide from your "Registration Information." It is your responsibility to update or change your Registration Information as appropriate. If you become aware of any unauthorized use of your Registration Information, you agree to notify Washington Trust immediately at **800-475-2265**.

6. Your Use of the Service. You may access and use the Service solely for the purpose of facilitating the transfer of your automatic transactions (including online payments, automated payments and direct deposits) from accounts at Existing Financial Institutions to your accounts at the New Financial Institution (i.e. The Washington Trust Company, of Westerly), or to perform the initial setup of your automatic transactions (including online payments, automated payments and direct deposits) at Washington Trust.

You may download or print a copy of the information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that our Service vendor, Q2, or Washington Trust, in their sole discretion, may elect to take.

7. Use with Your Access Device. Use of this Service may be available through your computer or access device, and Internet provider. You agree that you are solely responsible for any requirements, including any applicable changes, updates and fees or terms of your access device and telecommunications provider. WASHINGTON TRUST MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICE.

8. Online Alerts. Washington Trust may from time to time provide automatic alerts and voluntary account-related alerts to inform you of the status of the account and transaction switch service. By providing us with your active e-mail address and pursuant to the "CONSENT TO USE ELECTRONIC SIGNATURES & COMMUNICATIONS" agreement above, you agree to receive all required notices electronically, to that e-mail address. Electronic alerts will be sent to the email address you have provided as your active email address for the Service. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. Changes to your email address will apply to all of your alerts. Because alerts are not encrypted, we will never include your password. However, alerts may include your login ID and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time, you may disable future alerts.

- a) Automatic alerts may be sent to you following certain changes made online to your account, such as a change in your Registration Information. Q2 may from time to time provide automatic alerts and voluntary account-related alerts. Voluntary account alerts may be turned on by default as part of the ClickSWITCH Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. Q2 may add new alerts from time to time or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. You understand and agree that any alerts provided to you

through the Service may be delayed or prevented by a variety of factors. Q2 endeavors to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that neither Q2 nor The Washington Trust Company shall be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

9. Disclaimer of Representations and Warranties. THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS. WASHINGTON TRUST MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. WASHINGTON TRUST MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WASHINGTON TRUST MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

10. Not a Financial Planner, Broker or Tax Advisor. NEITHER WASHINGTON TRUST NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. BY PROVIDING ACCESS TO OUR CUSTOMERS TO THIS SERVICE, WASHINGTON TRUST IS NOT ACTING AS A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your transferring of automatic transaction processing between your Existing Financial Institutions and the New Financial Institution. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

11. Rights You Grant to WASHINGTON TRUST and its Service vendor Q2 in Connection with Switch Assist. By submitting Account Information to Washington Trust and its Service vendor, Q2, through the Switch Assist feature of the Service, you are licensing the Account Information to Washington Trust and Q2 solely for the purpose of providing the Service. Washington Trust and/or its vendor Q2 may use and store the Account Information, but only to provide the Service to you and as otherwise provided in the Privacy Policy. By submitting the Account Information to Washington Trust and Q2, you represent that you are entitled to submit it to us for use for this purpose. When you use the Service, you may be directly connected to the website for the Existing Financial Institutions you have identified. Washington Trust through its vendor Q2 will submit Account Information, including usernames and passwords, that you provide to log you into the site of the Existing Financial Institutions. You hereby authorize and permit Washington Trust and/or Q2 to use and store Account Information submitted by you to the Service to accomplish the foregoing and to configure the Service so that it is compatible with the Existing Financial Institutions’ sites for which you submit your information.

12. Power of Attorney. For purposes of these Terms and solely to provide to you the Service, you grant Washington Trust and its Service vendor Q2 a limited power of attorney, and appoint Washington Trust and Q2 as your attorneys-in-fact and agents, to (i) access Existing Financial Institutions’ sites, New Financial Institution’s sites, employer sites, benefits provider sites, and payroll provider sites, (ii) retrieve and use your Account Information, and (iii) process the transfer of your automatic transactions from accounts at Existing Financial Institutions to your accounts at the New Financial Institution, in each case with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in

person.

13. Limitations on Liability. WASHINGTON TRUST AND ITS LICENSOR(S) SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM (I) YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE, (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES, (IV) ANY LATE PAYMENTS, PENALTIES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF MISSED OR LATE PAYMENTS THAT OCCUR IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING FAILURE BY A BILLING ENTITY TO SWITCH YOUR ACCOUNTS, OR (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, IN EACH CASE EVEN IF WASHINGTON TRUST AND/OR ITS LICENSOR(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, WASHINGTON TRUST AND ITS LICENSOR'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

14. Your Indemnification of WASHINGTON TRUST and its licensor(s). You agree to defend, indemnify and hold harmless Washington Trust, its parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees, and the Service vendor Q2, its parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney's fees and cost) arising from: (i) your use of and access to the Service, or any information that is submitted via your Registration Information; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; or (iv) your violation of any applicable law, rule, or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with us in asserting any available defenses.

15. Modifications. Washington Trust may modify these Terms (including the Privacy Policy) from time to time at its sole discretion. Any and all changes to these Terms will be posted on the Washington Trust website. You are deemed to accept and agree to be bound by any changes to these Terms (including the Privacy Policy) as of the date when you next access or use the Service after those changes are posted.

16. Termination of your account and the Service. Washington Trust may terminate or suspend your access and use of the Service in whole or in part and/or your Service account immediately, without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of these Terms. Upon termination of your account, your right to use the Service will immediately cease.

If you wish to terminate your use of the Service, you may discontinue your use of the Service by calling **800-475-2265** to express your request, or by sending mail to the following postal address:

**The Washington Trust Company, of Westerly
23 Broad Street
Westerly, RI 02891**

All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

17. Governing Law. These Terms, and your relationship with Washington Trust under these Terms, shall be governed by the laws of the State of Rhode Island without regard to its conflict or choice of law provisions. Further, you and we agree to the jurisdiction of the state and federal courts of Rhode Island to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms or your use of or access to the Services.

In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service, we or you must give the other notice of the dispute, claim, or controversy which notice will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy, and the relief requested. You must send any such notice to us by calling **800-475-2265** AND by U.S. Mail **to The Washington Trust Company, of Westerly, 23 Broad Street, Westerly, RI 02891**. To the extent that we have your contact information, we will send any such notice to you by U.S. Mail or to your email address. Except as otherwise specifically set forth in this Section, any dispute, claim, or controversy of any kind between us and you arising under these Terms or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory), if unresolved through informal discussions within 180 days of receipt of notice (as described in the immediately preceding paragraph), shall be submitted to jurisdiction of the state and federal courts of Rhode Island.

18. Class Action Waiver. In the event of a dispute arising from your use of this Service and/or these Terms, we and you agree that we and you will resolve any disputes, claims, or controversies on an individual basis, and that any claims brought under these Terms and/or in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. We and you further agree that we and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms and/or in connection with the Service. If any court determines that the class action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in the state or federal courts of the State of Rhode Island.

19. Assignment. These Terms and your access and use of the Service are not assignable, transferable or sublicensable by you except with Washington Trust's prior written consent. Washington Trust may transfer, assign or delegate these Terms and its rights and obligations in our sole and absolute discretion without your consent.

20. Miscellaneous. If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms. If Washington Trust does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Washington Trust has the benefit of under any applicable law), this will not be taken to be a formal waiver of Q2's rights and that those rights or remedies will still be available to Washington Trust. All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of these Terms. These Terms represent the entire understanding and agreement between you and Washington Trust regarding the subject matter of the same and supersede all other previous agreements.

21. Contact. Please contact us at **800-475-2265** with any questions regarding these Terms.

YOUR CONSENT

By clicking the **'CONSENT'** button below, you confirm that:

- a. You can access, have read and understand the terms and conditions of the "USE OF ELECTRONIC SIGNATURES & COMMUNICATIONS" Consent; and
- b. You can access, have read and understand the "TERMS AND CONDITIONS" that apply to your use of the Service, as outlined above; and
- c. You have the minimum hardware and software applications described above; and
- d. You Consent to the use of electronic Communications and electronic records and signatures in connection with a Transaction, until or unless you withdraw such Consent as described above; and
- e. If you are acting as a representative of an entity in initiating a Transaction, you are authorized to, and do, Consent to the use of electronic Communications and electronic records and signatures in connection with the Transaction through the Services on behalf of such entity.

WHAT TO DO IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR DIGITAL BANKING

In case of errors or questions about Digital Banking 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 calendar 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 (2) 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 calendar 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 (3) 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.

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

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 [Washington Trust | Disclosures](#) 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 username and/or password has been compromised and you tell us within two (2) Business Days of discovering the loss or misappropriation, you can lose no more than \$50 if someone used your username 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, within our sole and absolute discretion.

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@washtrust.com
Profile Deletion Form	Submitted via WTC Mobile Application
Postal Mail	THE WASHINGTON TRUST COMPANY 23 Broad Street, Westerly, Rhode Island 02891 Attn: Digital Services
Phone:	401-348-1200 or 800-475-2265

Your access to the Service will be suspended within three (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.

DIGITAL BANKING USER PRIVACY POLICY

The Washington Trust consumer mobile application (the "App") allows you to conduct financial services anywhere from a mobile device.

This Online & Mobile Banking User Privacy Policy (the "Privacy Policy"), in combination with other relevant privacy notices that we provide to you (e.g., pursuant to financial privacy laws), informs you of the policies and practices regarding the collection, use and disclosure of any personal information that we and our service providers collect from or about users in connection with the App's website and mobile application (the "**Services**").

We use your personal data to provide and improve the service. By using the Services, you agree to the collections and use of information in accordance with this Privacy Policy.

For information regarding the collection and use of our consumers' personal information outside of the Online and Mobile Banking application(s), please visit our [Privacy Policy \(PDF\)](#).

The Types of Information we collect in the App

Through your use of the Services, we may collect personal information from you in the following ways:

(a) Personal Information You Provide to Us.

- We may collect personal information from you, such as your first and last name, address, e-mail, telephone number, and social security number when you create an account.
- We will collect the financial and transaction information necessary to provide you with the Services, including account numbers, verification numbers, and transaction and payment history.
- If you provide feedback or contact us via email, we will collect your name and email address, as well as any other content included in the email, in order to send you a reply.
- We also collect other types of personal information that you provide voluntarily, such as any information requested by us if you contact us via email regarding support for the Services.

(b) Personal Information Collected from Third Parties. We may collect certain information from identity verification services and consumer reporting agencies, including credit bureaus, in order to provide some of our Services.

(c) Personal Information Collected Via Technology. We and our service providers may automatically log information about you, your computer or mobile device, and your interaction over time with our Services, our communications and other online services, such as:

- Device data, such as your computer's or mobile device's operating system type and version, manufacturer and model, browser type, screen resolution, RAM and disk size, CPU usage, device type (e.g., phone, tablet), IP address, unique identifiers, language settings, mobile device carrier, radio/network information (e.g., WiFi, LTE, 3G), and general location information such as city, state or geographic area.
- Online activity data, such as pages or screens you viewed, how long you spent on a page or screen, the website you visited before browsing to the Service, navigation paths between pages or screens, information about your activity on a page or screen, access times, and duration of access.
- Cookies, which are text files that websites store on a visitor's device to uniquely identify the visitor's browser or to store information or settings in the browser for the purpose of helping you navigate between pages efficiently, remembering your preferences, enabling functionality, and helping us understand user activity and patterns.
- Local storage technologies, like HTML5 and Flash, that provide cookie-equivalent functionality but can store larger amounts of data, including on your device outside of your browser in connection with specific applications.
- Web beacons, also known as pixel tags or clear GIFs, which are used to demonstrate that a webpage or email was accessed or opened, or that certain content was viewed or clicked.
- Location Information. We periodically collect, transmit and use geolocation information for enabled feature(s) that prevent fraudulent card use and sends alerts, but only if the End User expressly authorizes collection of such information. Geolocation information can be monitored on a continuous basis in the background, only while the Solution is being used, or not at all depending on the End User's selection. The End User can change his/her/their location permissions at any time in their device settings.
- Device Permissions may be required to use specific functionality within the mobile app such as location, camera or contacts. Prompts to allow access to specific device features are presented for acceptance prior to use the specific service. For example, use of location permissions may be required for use of the ATM location; while use of camera functions may be required for use of Mobile Deposit. Removal of permission acceptance may result in the specific service being removed or unusable.

How we use your information collected in the App

(a) General Use. In general, we use your personal information collected through your use of the Services to respond to your requests as submitted through the Services, to provide you the Services you request, and to help serve you better. We use your personal information, in connection with the App, in the following ways:

- facilitate the creation of, and secure and maintain your account;
- identify you as a legitimate user in our system;
- provide improved administration of the Services;
- provide the Services you request;
- improve the quality of experience when you interact with the Services;
- send you administrative e-mail notifications, such as security or support and maintenance advisories; and

- send promotional materials related to the Services.

(b) Compliance and protection. We may use your personal information to:

- comply with applicable laws, lawful requests and legal process, such as to respond to subpoenas or requests from government authorities;
- protect our, your or others' rights, privacy, safety or property (including by making and defending legal claims);
- audit our internal processes for compliance with legal and contractual requirements and internal policies;
- enforce the terms and conditions that govern the Service; and
- prevent, identify, investigate and deter fraudulent, harmful, unauthorized, unethical or illegal activity, including cyberattacks and identity theft.

(c) Creation of Non-Identifiable Data. The App may create de-identified information records from personal information by excluding certain information (such as your name) that makes the information personally identifiable to you. We may use this information in a form that does not personally identify you to analyze request patterns and usage patterns to enhance our products and services. We reserve the right to use and disclose non-identifiable information to third parties in our discretion.

Disclosure of your Personal Information

We disclose your personal information collected through your use of the Services as described below.

(a) In Accordance with Our Other Privacy Notices. Other than as described in this Privacy Policy in connection with the App, this Privacy Policy does not apply to the processing of your information by us or third parties with whom we share information.

(b) Third Party Service Providers. We may share your personal information with third party or affiliated service providers that perform services for or on behalf of us in providing the App, for the purposes described in this Privacy Policy, including: to provide you with the Services; to conduct quality assurance testing; to facilitate the creation of accounts; to optimize the performance of the Services; to provide technical support; and/or to provide other services to the App.

(c) Authorities and Others. Regardless of any choices you make regarding your personal information, the App may disclose your personal information to law enforcement, government authorities, and private parties, for the compliance and protection services described above.

(d) If Washington Trust is involved in a merger, acquisition or asset sale, your personal data may be transferred. We will provide notice before your personal data is transferred and becomes subject to a different privacy policy.

Links to other sites

The App may contain links to third party websites. When you click on a link to any other website or location, you will leave the App and go to another site and another entity may collect personal and/or anonymous information from you. The App's provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites. We encourage you to read the privacy policy of every website you visit.

Your choices regarding your information

You have several choices regarding use of information on the Services.

(a) How We Respond to Do Not Track Signals. Some web browsers transmit "do not track" signals to the websites and other online services with which your web browser communicates. There is currently no standard that governs what, if anything, websites should do when they receive these signals. We currently do not take action in response to these signals. If and when a standard is established, we may revise its policy on responding to these signals.

(b) Access, Update, or Correct Your Information. You can access, update or correct your information by changing preferences in your account or by notifying Washington Trust of a change to your personal information such as legal name, physical address or contact information. For additional requests, please contact us.

(c) Opting Out of Email or SMS Communications. If you have signed-up to receive our email marketing communications, you can unsubscribe any time by clicking the “unsubscribe” link included at the bottom of the email or other electronic communication. Alternatively, you can opt out of receiving marketing communications by contacting us at the contact information under “Contact Us” below. If you provide your phone number through the Services, we may send you notifications by SMS, such as verification code, account information inquiry or other texts associated with services available within the app or Online Banking. You may opt out of SMS communications by unlinking your mobile phone number through the Services within Settings.

Safeguard and Retention

We implement reasonable administrative, technical and physical measures in an effort to safeguard the information in our custody and control against theft, loss and unauthorized access, use, modification and disclosure. Nevertheless, transmission via the internet is not completely secure and we cannot guarantee the security of your information.

We will retain your personal data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your personal data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

We will also retain usage data for internal analysis purposes. Usage data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our service, or we are legally obligated to retain this data for longer time periods.

A Note About Children

The Services are not directed towards individuals under the age of 13, and we do not, through the App, intentionally gather personal information about visitors who are under the age of 13. If a child under 13 submits personal information to us through the App and we learn that the personal information is the information of a child under 13, we will attempt to delete the information as soon as possible. To learn more about the Children’s Online Privacy Protection Act (COPPA) please visit the Federal Trade Commission’s Website at <https://www.ftc.gov>.

Privacy Policy Updates

This Privacy Policy is subject to occasional revision. We will notify you of any material changes in its collection, use, or disclosure of your personal information by posting a notice on the Services. Any material changes to this Privacy Policy will be effective thirty (30) calendar days following notice of the changes on the Services. These changes will be effective immediately for new users of the Services. If you object to any such changes, you must notify us prior to the effective date of such changes that you wish to deactivate your account. Continued use of the Services following notice of any such changes shall indicate your acknowledgement of such changes.

Contact Us

If you have any questions or complaints about this Privacy Policy or the App’s data collection or processing practices, or if you want to report any security violations, please contact Washington Trust by phone at [401-348-1200](tel:401-348-1200), by email at info@washtrust.com or by mail at 23 Broad Street, Westerly, RI 02891.

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.

ADDITIONAL TERMS OF SERVICE

SAVVYMONEY TERMS OF SERVICE

Last updated October 14, 2025

This Terms of Service (this "TOS") govern your ("You" or "Your") access and use of our websites which reference this TOS and the related services, materials and programs (collectively, the "Programs"). The Programs are provided to You by SavvyMoney, Inc. ("SavvyMoney", "we" or "us"). By accessing or using any portion of the Programs, You agree to be bound by this TOS. If You do not agree to this TOS, You will not have the right to access or use the Programs or any portion thereof.

You represent that: (i) if You are entering into this TOS on behalf of another person, You are duly authorized by such person to enter into this TOS which will be binding upon both You individually and such other person (and "You" as used in this TOS shall refer to both), (ii) You are of the legal age to form a binding contract with us, and (iii) You are not a person barred from subscribing to, using or accessing the Programs under the laws of the United States or other applicable jurisdiction.

PLEASE READ THIS TOS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

Changes to this TOS; Policies

We reserve the right to update or make changes to this TOS from time to time in our sole discretion, and we may notify You of changes by any reasonable means, including without limitation, by posting the revised version of this TOS on our websites, and these changes will become effective immediately upon the posting on our websites. You can determine when this TOS was last revised by referring to the "Last Updated" date at the top of this TOS. Your continued access or use of any portion of the Programs after any changes to this

TOS have been posted shall constitute Your agreement and consent to such changes. Please return to this page periodically to ensure familiarity with the most current version of this TOS. You agree that Your use and access to certain features of the Programs may be subject to any additional posted guidelines, rules, terms and conditions applicable to such features (collectively, "Policies"), which are hereby incorporated by reference into this TOS. In the event that any terms or conditions of such Policies contradict or are inconsistent with the terms and conditions of this TOS, such Policies will govern and prevail solely with respect to the specified features, if any, to which they apply.

Privacy Policy

Any information that You provide or transmit as part of enrolling in or using the Programs is governed by our **Privacy Policy**. Please read our **Privacy Policy** carefully. This TOS incorporates by reference the terms and conditions of our **Privacy Policy**. Notwithstanding anything in our **Privacy Policy** or this **TOS**, You understand and agree that the Programs use the Internet and third-party networks which are not secure, and SavvyMoney cannot guarantee that any transmission made by You while using the Programs is or will be secure.

Enrolled Users

Users who are enrolled with us ("Enrolled Users") may access certain features of the Programs made available only to Enrolled Users. You may directly enroll with us or You may enroll with us through the services, such as online banking or other services, of Services Partners (as defined below). Additionally, Services Partners may automatically enroll You in a Program when You sign up for the products and services of such Services Partners. Upon enrolling with us, an account will be established for You. If You enroll with us through a Services Partner and become a "Partner Enrolled User," You may be able to access the Programs and Your account directly or through Your account with such Services Partner. Additionally, in some instances, while You may not have enrolled with us through a Service Partner, a Service Partner may sponsor Your enrollment with us. "Services Partner" includes any third party that provides You with access to the Programs, including by sponsoring such access, or otherwise invites You to access or use the Programs to view Offers and/or information contained on Your credit report. Services Partners include credit unions, banks, mortgage lenders, credit card issuers, other financial institutions, insurance companies, technology service providers, and other parties.

Login Credentials

As an Enrolled User, You agree to provide to us with true, accurate and complete information and to maintain and promptly update such information in order to keep it accurate and complete. Without limiting any other provision of this TOS, if You provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate Your account and refuse any or all current or future use of the Programs or any portion thereof. You agree not to share, resell, assign, transfer or sublicense Your access to the Programs or Your account to any third party. You further agree not to create a false or misleading identity on the Programs. You agree and understand You are responsible for maintaining the confidentiality of Your login or access credentials ("Login Credentials") which You use to access Your account. As a Partner Enrolled User, You may be able to access Your account with us directly through Your account with the Services Partner, without having to use Your Login Credentials. You agree to immediately notify us at support@savvymoney.com if You become aware of any actual or suspected unauthorized use of Your Login Credentials or any other breach of security related to Your account. We are not liable for any loss or damage arising from Your failure to comply with the foregoing. YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES TAKING PLACE THROUGH YOUR ACCOUNT, whether or not You are the individual who undertakes such activities.

About the Programs and Offers

You may be enrolled in one or more features of the Programs. The Programs include credit score and report card, credit report, credit score simulator, credit report monitoring, personalized loan and other financial recommendations, and personalized offers for third-party services or products, including those of Services Partners (“Offers”). We are not responsible for Offers. Portions of the Program may be available to You through the mobile applications, websites or other internet properties provided by Services Partners.

Your credit report card has a summary of information from Your credit report obtained from a credit reporting agency and may include helpful information about factors that influence Your credit risk score. The credit score simulator estimates the score under different scenarios inputted by You and is for educational purposes only. It does not guarantee that Your score will rise or drop by the simulated score when You take actions described in such scenarios. The Programs may feature Offers made by third parties for which You may be qualified and invite You to apply for, or inquire about, such Offers. Your interactions with the Programs help us in determining and personalizing Offers which may be displayed to You.

Credit Report and Written Authorization

By using, accessing, or enrolling in any Program (whether through SavvyMoney or through one of our Services Partners), You authorize us to continuously obtain Your credit report and credit information from one or more credit reporting agencies and other third parties, for the purpose of providing You with the features of the Programs, and to share it with Services Partners, including to display Offers in accordance with the TOS and provide other features of the Programs. Your authorization includes ongoing monitoring of Your credit profile. In particular, You authorizes SavvyMoney to obtain Your credit report and other information about You from one or more credit reporting agencies and other third parties for the purpose of: (a) securely verifying Your Identity; (b) providing You with Your credit report, Offers and other features of the Programs; and (c) sharing Your credit score and credit information with Services Partners, including for the purposes of providing You Offers made by third parties that You may be qualified for and for invitations to apply for, or to inquire about, such Offers. You agree that Your authorization pursuant to this Section of the TOS constitutes Your “written instructions” under the Fair Credit Reporting Act. You grant these written instructions on an ongoing basis and You may revoke Your ongoing instructions at any time by terminating Your SavvyMoney account in accordance with the TOS. We do not obtain the credit report or credit information of any user who is less than eighteen (18) years of age. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAVVYMONEY ACCESSES AND RETRIEVES CREDIT REPORTS FROM ONE OR MORE CREDIT REPORTING AGENCIES, SAVVYMONEY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT, OR ON BEHALF, OF A THIRD PARTY.

Terminating Your Account and Written Authorization with SavvyMoney and this TOS

This TOS and Your written authorization set forth above will continue in effect until terminated by either You or SavvyMoney as set out below.

Termination of Your Account

If You are an Enrolled User, You may terminate Your account with SavvyMoney at any time by (i) cancelling Your account through the Programs, or (ii) notifying SavvyMoney at support@savvymoney.com or in writing at our contact information below. Please allow up to ten (10) business days after receipt of Your notice for us to process Your request to cancel Your account.

SavvyMoney reserves the right to terminate Your account at any time, with or without prior notice to You, for any reason, including due to Your breach of this TOS. Lastly, if You are a Partner Enrolled User, the Services Partner has the right to directly terminate Your account, which may become effective without any

prior notice to You.

Upon termination of Your account: (i) You will no longer be deemed an Enrolled User, (ii) You will not have the right to access the features of the Programs that are accessible only to Enrolled Users, (iii) You will not have the right to access Your account data or files, and (iv) You may still be a user of other portions of the Programs unless and until this TOS is terminated by You or us.

Termination of this TOS

You may terminate this TOS by ceasing all access and use of the Programs. SavvyMoney reserves the right to terminate this TOS, with or without prior notice to You, for any reason, including due to Your breach of this TOS. Upon termination of this TOS: (i) You do not have the right to access or use the Programs, and (ii) any provisions that expressly or by their nature are intended to survive such termination will survive, including but not limited to the Sections titled Privacy Policy, Data Rights You Grant Us, Restrictions, Usage Data, Feedback; Submissions, Disclaimers; Limitation of Liability, Indemnification of SavvyMoney, Arbitration, Governing Law and Forum for Disputes, Notices, Claims of Copyright Infringement, Notices to California Residents, and Miscellaneous.

Your Use of the Programs

Your right to access and use the Programs is personal to You and is not transferable by You to any other person or entity. You may access and use the Programs for only lawful purposes. The Programs are intended to generally assist You in Your financial decision-making and to display Offers and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Programs may not be appropriate for Your situation. Accordingly, before making any final decisions, accepting any Offers, or implementing any financial strategy, You should consider obtaining additional information and advice from Your accountant or other financial advisers who are fully aware of Your individual circumstances.

Your access and use of the Programs may be interrupted from time to time for any of several reasons, including, without limitation, equipment malfunction, periodic updates, maintenance or repair, unavailability of third party services which have been integrated into the Programs, or other actions that SavvyMoney, in its sole discretion, may elect to take.

Online Alerts

SavvyMoney may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts are sent to You following certain changes made to Your account or actions taken under Your account. You do not need to activate these alerts. Although You may have the option to suppress some of these automatic alerts, we strongly recommend that You do not since some of them are security-related. Voluntary account alerts may be turned on by default as part of the Programs. Such alerts may be customized, deactivated or reactivated by You from time to time. SavvyMoney may add new alerts, from time to time, or cease to provide certain alerts at any time in its sole discretion. Each alert has different options available, and You may be asked to select from among these options. Electronic alerts may be displayed when You access the Programs or may be sent to the email address You have provided as Your primary email address under Your account. If Your email address changes, You are responsible for making the change in the Profile section of Your account. Changes to Your email address will apply to all of Your alerts.

Data Rights You Grant to Us

You hereby grant SavvyMoney a non-exclusive, royalty-free, fully paid-up, sublicensable (directly and indirectly through multiple tiers), perpetual, and irrevocable right and license to copy, display, upload, perform, distribute, store, modify, and otherwise use any or all data, information, text, messages, inputs,

comments or other content that You provide to us or otherwise transmit through the use of the Programs (collectively, "Data"): (i) to provide the Programs, (ii) for our internal business purposes, including development, diagnostic, forecasting, planning, analysis and corrective purposes, (iii) to improve, develop and enhance the Programs and other offerings of SavvyMoney and its current and future affiliates (collectively, "SavvyMoney Affiliates") and/or their partners, including, without limitation, AI Models (as defined below), (iv) for the promotion, advertising or marketing of the Programs or other offerings of SavvyMoney and/or SavvyMoney Affiliates and/or their partners, and (v) as otherwise set forth in our Privacy Policy. You represent and warrant that You are the exclusive owner of the Data or have all rights and licenses necessary to grant the rights to the Data that You have granted to SavvyMoney in this TOS, in compliance with all applicable laws and without the need to obtain any third-party consents or permissions.

AI-Generated Output

You acknowledge and agree the Programs may include features and functionality powered by various artificial intelligence ("AI") algorithms, models and other technologies ("AI Tools") and that such AI Tools may generate and provide certain information, recommendations, suggestions or other output (collectively, "Output") to you in connection with the Programs. You acknowledge and agree that there are numerous limitations that apply with respect to AI-generated Output due to the fact that it is automatically generated, including that (i) it may contain errors or misleading information; (ii) AI systems are based on predefined rules and algorithms that lack the ability to think creatively and come up with new ideas and can result in repetitive or formulaic content; (iii) AI systems can struggle with understanding the nuances of language, including slang, idioms, and cultural references, which can result in Output that is out of context or does not make sense; (iv) AI systems do not have emotions and cannot understand or convey emotions in the way humans can, which can result in Output that lacks the empathy and emotion that humans are able to convey; (v) AI systems can perpetuate biases that are present in the data used to train them, which can result in Output that is discriminatory or offensive; (vi) AI systems can struggle with complex tasks that require reasoning, judgment and decision-making; (vii) AI systems require large amounts of data to train and generate content, and the data used to train AI systems may be of poor quality or biased, which will negatively impact the accuracy and quality of the generated Output; and (viii) AI-generated Output can lack the personal touch that comes with content created by humans, which can make it seem cold and impersonal. THE PROGRAMS MAY PROVIDE OR GENERATE OUTPUT THAT IS OFFENSIVE AND DOES NOT REFLECT SAVVYMONEY'S VIEWS.

You agree that You are responsible for evaluating, and bearing all risks associated with, the use of any content, information, recommendations, suggestions, and advice presented to You through the Programs (whether or not generated by AI Tools), including any reliance on the accuracy, completeness, or usefulness of any Output. You acknowledge and agree that You will not rely entirely on Output generated by the Programs for making automated decisions without human review. Due to the nature of the Programs and AI generally, Output may not be unique, and other users may receive similar Output from the Programs.

License of SavvyMoney's Intellectual Property Rights

Subject to Your compliance with this TOS, and solely for so long as You are permitted by SavvyMoney to access and use the Programs, SavvyMoney grants You a limited, revocable, non-exclusive, non-transferable right to access and use the Programs for Your individual personal use only. Unless expressly granted to You in this TOS, SavvyMoney and its licensors (which may include the Services Partners) reserve and retain all rights, title and interest (including all intellectual property rights) in and to: (i) the Programs, including all content and other materials appearing therein, (ii) Output and Usage Data (as defined below) and all other data related to Your use of the Programs which does not identify You and cannot be used to identify You, and (iii) the technology, systems and software used to provide the Programs. The Programs (including the underlying technology, systems and software used to provide the Programs) are protected by copyright, trademark, patent, and/or other proprietary rights and laws. All trademarks and service marks appearing within the

Programs not owned by SavvyMoney are the property of their respective owners. The trade names, trademarks and service marks owned by SavvyMoney, whether registered or unregistered, may not be used without SavvyMoney's written consent or in any manner. You may download or print a copy of content or materials provided to You as part of the Programs for Your personal, internal and non-commercial use only and for no other purpose. SavvyMoney reserves all rights not expressly granted to You in this TOS.

Restrictions

In accessing and using the Programs, You agree to abide by the following rules, restrictions and limitations:

- You will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Programs or any portion thereof;
- You will not use any data mining software, robots, spiders or similar data gathering and extraction tools to retrieve, index, "scrape," "data mine," or in any way gather content or data from the Programs or otherwise circumvent the navigational structure or presentation of the Programs;
- You will not disseminate or transmit viruses, worms, Trojan horses, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or any other malicious or invasive code or program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear gifs, pixels, web bugs, cookies or other similar devices;
- You will not attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Programs;
- You will not use the Programs in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Programs or any networks or security systems of SavvyMoney or its service providers, or otherwise interfere with other users' use of the Programs;
- You will not interfere with or circumvent any security feature or any feature that restricts or enforces limitations on the use of, or access to, the Programs;
- You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures of the Programs;
- You will not remove, change or obscure any copyright, trademark notice, trademark, hyperlink or other proprietary rights notices contained within the Programs;
- You will not attempt to impersonate another person; and
- You will comply with all applicable laws in Your access and use of the Programs, including the laws of Your country if You live outside of the United States of America.

Usage Data

You hereby authorize SavvyMoney, SavvyMoney Affiliates and their third-party service providers to collect and analyze Data and any other data and information relating to the Programs and related systems and technologies and derive statistical and usage data relating thereto (collectively, "Usage Data"). SavvyMoney and SavvyMoney Affiliates may use Usage Data for any purpose in accordance with applicable law and our Privacy Policy.

Feedback; Submissions

Any questions, comments, suggestions, ideas, feedback, reviews, or other information about the Programs ("Submissions"), provided by You to SavvyMoney or any SavvyMoney Affiliate are non-confidential and SavvyMoney and SavvyMoney Affiliates will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to You.

Links to Third Party Sites

The Programs may contain hyperlinks or other references to third-party websites, including the websites of Services Partners (“Third Party Sites”). Your access to and use of the Third Party Sites (including via the Programs) may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and You may be required to authenticate to or create separate accounts to use Third Party Sites on the websites or via the technology platforms of their respective providers. Some Third Party Sites will provide us with access to certain information that You have provided to third parties, including through such Third Party Sites, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third Party Sites and our use, storage and disclosure of information related to You and Your use of such Third Party Sites within the Programs, please see our Privacy Policy. You agree that You are responsible for reviewing and understanding any terms and conditions governing any Third Party Site and products or services provided within such Third Party Sites, and that SavvyMoney has no responsibility or liability for Your access and use of Third Party Sites, products or services, including for the accuracy, availability, reliability or completeness of information shared by or available through Third Party Sites, or for the privacy practices of Third Party Sites. You, and not SavvyMoney nor any SavvyMoney Affiliate, will be responsible for any and all costs and charges associated with Your use of any Third Party Sites. SavvyMoney enables these Third Party Sites merely as a convenience and the integration or inclusion of such Third Party Sites does not imply an endorsement or recommendation. Any dealings You have with third parties while using the Programs are between You and the third party.

Two-Factor Authentication

As part of our account security measures, we may require or offer two-factor authentication (“2FA”), which may involve the sending of SMS text messages to the phone number associated with Your account. By enabling or using 2FA, You authorize us to send such messages, which may incur charges from Your mobile carrier. We are not responsible for any delays or failures in the delivery of 2FA messages, and it is Your responsibility to ensure the phone number on Your account is accurate and up to date.

Disclaimers; Limitation of Liability

THE PROGRAMS ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS-AVAILABLE” BASIS AND THE USE THEREOF IS AT YOUR SOLE RISK. SAVVYMONEY MAKES NO, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NONINFRINGEMENT, AND TITLE WITH RESPECT TO THE PROGRAMS, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. SAVVYMONEY DOES NOT WARRANT THAT: (I) THE PROGRAMS (OR THE RESULTS GENERATED, PRODUCED OR OTHERWISE OBTAINED FROM THE USE THEREOF (INCLUDING OUTPUT)) WILL BE TIMELY, ACCURATE, RELIABLE, ERROR-FREE, SECURE OR UNINTERRUPTED; (II) THE PROGRAMS WILL MEET YOUR REQUIREMENTS; (III) ANY ERRORS OR MALFUNCTIONS IN THE PROGRAMS WILL BE CORRECTED; OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OUTPUT, OR OTHER MATERIAL GENERATED, PURCHASED OR OBTAINED BY YOU THROUGH THE PROGRAMS WILL MEET YOUR EXPECTATIONS. SAVVYMONEY SHALL NOT BE LIABLE IN THE EVENT OF ANY UNAUTHORIZED ACCESS TO OR USE OF THE PROGRAMS, ANY INTERRUPTION, SUSPENSION OR CESSATION OF ACCESS TO THE PROGRAMS, OR ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL OR MALICIOUS CODE WHICH MAY BE TRANSMITTED THROUGH THE PROGRAMS BY ANY THIRD PARTY. SAVVYMONEY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE OFFERS AND CONTENT MADE AVAILABLE ON THE PROGRAMS.

NEITHER SAVVYMONEY NOR THE PROGRAMS ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. SAVVYMONEY IS NOT A FINANCIAL PLANNER, BROKER, TAX ADVISOR, OR CREDIT COUNSELOR. YOU ACKNOWLEDGE THAT OUTPUT, RECOMMENDATIONS, SUGGESTIONS, OR ADVICE GENERATED, PRODUCED,

OR OTHERWISE PROVIDED BY THE PROGRAMS DOES NOT CONSTITUTE PROFESSIONAL ADVICE OR COUNSEL AND YOU MUST NOT RELY ON THE PROGRAMS OR RECOMMENDATIONS, SUGGESTIONS, ADVICE, OR OUTPUT GENERATED, PRODUCED, OR OTHERWISE PROVIDED BY THE PROGRAMS FOR LEGAL, FINANCIAL, OR OTHER PROFESSIONAL ADVICE. ANY RECOMMENDATIONS, SUGGESTIONS, ADVICE, OR OUTPUT REGARDING THOSE TOPICS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR ADVICE FROM A QUALIFIED PROFESSIONAL. SavvyMoney does not act as Your agent in eliminating, reducing or settling Your debts, obtaining new or different loan terms for You, or improving Your credit history, credit rating, credit report, credit score or debt-to-income ratio, or other financial activities. SavvyMoney does not provide accounting, tax, legal, real estate, mortgage, and financial planning or investment advice.

THE SAVVYMONEY PARTIES (AS DEFINED BELOW) SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, COST OF SUBSTITUTE PROCUREMENT, ARISING IN WHOLE OR IN PART FROM YOUR USE OF (OR INABILITY TO USE) THE PROGRAMS OR ANY PORTION THEREOF, EVEN IF SAVVYMONEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SAVVYMONEY BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OR OTHER NETWORK (INCLUDING WITHOUT LIMITATION PHONE NETWORK OR OTHER TELECOMMUNICATIONS NETWORK) FAILURES OR "BROWNOUTS", COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, EPIDEMICS, PANDEMICS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TOS, SAVVYMONEY'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO (1) FEES PAID BY YOU TO SAVVYMONEY DURING THE 6 MONTHS PRECEDING THE DATE ON WHICH YOU NOTIFY SAVVYMONEY OF A CLAIM, OR IF GREATER, (2) \$100.00 (ONE HUNDRED UNITED STATES DOLLARS). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE SAVVYMONEY'S LIABILITY. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

Your Indemnification of SavvyMoney

You agree to indemnify and hold SavvyMoney, SavvyMoney Affiliates, and its officers, directors, shareholders, agents, licensors, service providers and employees (collectively, the "SavvyMoney Parties") harmless from and against any loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this TOS, Your use of the Programs, Offers or any other related product or service, and any infringement or violation by You of any intellectual property or other third-party right. SavvyMoney will use commercially reasonable efforts to provide notice to You of any such claim, suit, or proceeding. SavvyMoney reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and You agree to cooperate with any reasonable requests assisting SavvyMoney's defense of such matter. You may not settle or compromise any claim against the SavvyMoney Parties without SavvyMoney's written consent.

Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in these TOS as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between You and SavvyMoney, whether arising out of or relating to these TOS (including any alleged breach thereof), the Programs, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that You may assert individual claims in small claims court, if Your claims qualify. Further, this Arbitration Agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on Your behalf. You agree that, by entering into these TOS, You and SavvyMoney are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND SAVVYMONEY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SAVVYMONEY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

Pre-Arbitration Dispute Resolution

SavvyMoney is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer’s satisfaction by emailing customer support at support@savvymoney.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to SavvyMoney should be sent to the address set forth below in Section titled “Contact Us” (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If SavvyMoney and You do not resolve the claim within sixty (60) calendar days after the Notice is received, You or SavvyMoney may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by SavvyMoney or You will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or SavvyMoney is entitled.

Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Consumer Arbitration Rules (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <https://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these TOS as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these TOS

and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless SavvyMoney and You agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If Your claim is for \$10,000 or less, SavvyMoney agrees that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either SavvyMoney or You under the AAA Rules, SavvyMoney and You shall split them equally; provided that if You are able to demonstrate to the arbitrator that You are economically unable to pay Your portion of such Arbitration Fees or if the arbitrator otherwise determines for any reason that You should not be required to pay Your portion of any Arbitration Fees, SavvyMoney will pay Your portion of such fees. In addition, if You demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, SavvyMoney will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these TOS will continue to apply.

Future Changes to Arbitration Agreement

Notwithstanding any provision in these TOS to the contrary, SavvyMoney agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while You are a user of the Programs, You may reject any such change by sending SavvyMoney written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date You first accepted these TOS (or accepted any subsequent changes to these TOS).

Governing Law and Forum for Disputes

This TOS shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America. Notwithstanding the above arbitration provisions, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this TOS and except with respect to any claims or disputes not subject to arbitration, You and SavvyMoney consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California and the state courts located in San Francisco County, California. Use of the Programs is not authorized in any jurisdiction that does not give effect to all provisions of this TOS (including without limitation, this section). You understand that, in return for agreement to this provision, SavvyMoney is able to make available the Programs subject to the terms set forth in this TOS, and that Your assent to this provision is an indispensable consideration to this TOS. You also acknowledge and understand that this provision governs with respect to any dispute with SavvyMoney, its officers, directors, employees, agents or affiliates, arising out of or relating to Your use of the Programs or arising from this TOS. Any claim or cause of action arising out of or related to use of the Programs or this TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred, unless the foregoing restriction is prohibited by applicable laws.

Notices

You authorize SavvyMoney (and Services Partners) to send You notices and information regarding the Programs via email to the most current email address we have for Your account. You agree that such notice will be deemed sufficient notice, effective on the date of transmission, and You waive any rights to assert failure of notice.

You agree that this TOS and all notices provided to You may be sent in electronic form and will have the same effect as they would if provided in printed form.

Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States copyright law. If You believe in good faith that materials transmitted through the Programs infringe Your copyright, You (or Your agent) may send SavvyMoney a notice requesting that SavvyMoney remove the material or block access to it. Please provide the following information: (i) an electronic or physical signature of the owner (or person authorized to act on behalf of the owner) of the copyrighted work; (ii) a description of the copyrighted work that You claim has been infringed upon and sufficient information for SavvyMoney to locate such copyrighted work; (iii) information reasonably sufficient to permit us to locate the copyrighted work; (iv) Your address, telephone number, and e-mail address; (v) a statement by You that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send SavvyMoney a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices should be sent via email to copyright@savvymoney.com or sent via mail to:

SavvyMoney, Inc.
4160 Dublin Blvd, Suite 250
Dublin, CA 94568
Attention: DMCA Agent

SavvyMoney shall have the right to suspend or terminate the account of any Enrolled User, or access to the Programs to any other user, engaged in suspected repeated copyright infringement. SavvyMoney shall have the right to transmit the notification to the Enrolled User or other user transmitting or receiving the allegedly infringing material, and to transmit any counter-notification to the complaining party.

Notice for California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If You have a question or complaint regarding the Programs, please contact us at the “Contact Us” section below. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail to: 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

Miscellaneous

If any provision of this TOS is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this TOS and will not affect the validity and enforceability of any remaining provision. This TOS, together with the Policies and [Privacy Policy](#), constitutes the entire agreement between SavvyMoney and You pertaining to any and all access and use of the Programs and supersede any and all prior or contemporaneous written or oral agreements between SavvyMoney and You pertaining thereto. No amendment or waiver of this TOS will be binding on SavvyMoney unless set forth in writing expressly identifying this TOS and signed by an officer of SavvyMoney and You. The failure of SavvyMoney to exercise or enforce any right or provision of this TOS will not constitute a waiver of such right or provision. You may not assign this TOS without the prior written consent of SavvyMoney, but SavvyMoney may assign or transfer this TOS, in whole or in part, without restriction. As used in this TOS, the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.” Any caption, heading or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

Contact Us

If You wish to contact us regarding this TOS, You may do so:

Via email, attempt support@savvymoney.com

Via mail at
SavvyMoney, Inc.
4160 Dublin Blvd, Suite 250
Dublin, CA 94568

SavvyMoney Privacy Policy

Last updated October 14, 2025

This Privacy Policy describes how SavvyMoney, Inc., including its subsidiaries and affiliates (“**SavvyMoney**,” “**we**” or “**us**”), collects, uses, and shares information about you (“**You**” or “**Your**”) that we obtain through Your use of any services, materials, publications and communications provided to You that reference this Privacy Policy (collectively, the “**Programs**”). Portions of the Programs may be available to You through the mobile applications, websites or other internet properties (collectively, “**Apps**”) provided by a Services Partner (defined below). This Privacy Policy also describes the choices available to You regarding our use of Your personal information and how You can access, update and request deletion of such information. Capitalized terms that are not defined in this Privacy Policy have the meaning given to them in the [Terms of](#)

Service.

Please read this Privacy Policy carefully to understand our policies and practices regarding Your information and how we will treat it. By accessing and using any of the Programs (directly or through an App), You agree to the terms and conditions of this Privacy Policy. If You do not agree to the terms and conditions of this Privacy Policy, please do not access or use the Programs (directly or through an App) or provide any information to us.

We may update this Privacy Policy to reflect changes to our information practices. If we make changes to this Privacy Policy, we will post a revised version of this Privacy Policy. You can determine when this Privacy Policy was last revised by referring to the “*Last Updated*” date at the top of this Privacy Policy. Your continued access to or use of any of the Programs (directly or through an App) after any changes to this Privacy Policy have been posted shall constitute Your agreement and consent to such changes. Please return to this page periodically to ensure familiarity with the most current version of this Privacy Policy.

Scope

This Privacy Policy describes only the information we collect in connection with Your use of the Programs. Please note that we are a “service provider” under applicable laws for the information we process on behalf of the partner financial institution You use to access the Programs, such as your bank, credit union, mortgage lender, insurance provider, or any of their technology partners that integrate our Programs (the “**Services Partner**”). Any information we process as a service provider is governed by our agreement with our Services Partner and we will not use it except as permitted by the agreement and this Privacy Policy.

This Privacy Policy does not apply to information we collect via our public-facing website, <https://www.savvymoney.com/>, or information about representatives of our Services Partners and other business partners, including in connection with our advertising activities. To learn how we handle such information, please visit our [Website Privacy Policy](#).

Collection and Use of Personal Information

Personal Information We Collect

We may collect certain information that identifies You or can be used to identify You (“**Personal Information**”) through Your use of the Programs. If You enroll with us through the services, such as online banking or other services, of a Services Partner with whom You have a preexisting relationship, we may receive Personal Information about You from both You and Your Services Partner. If You inquire about or respond to offers for financial or other products or services (“**Offers**”) made by a Services Partner with which You may or may not have a preexisting relationship, we may receive certain Personal Information about You from both You and the Services Partner making such Offers. Additionally, if You inquire about, apply for, or respond to Offers You receive from a Services Partner, we may receive certain Personal Information about You from both You and the Services Partner making such Offers to You. Lastly, if You authorize us to obtain Your credit report from one or more credit reporting agencies on Your behalf, we may receive certain Personal Information about You from such credit reporting agencies, including Your credit score(s).

We may provide you with the opportunity to use a chatbot to answer your questions about the Programs and to provide customer support. Use of our chatbot requires that you have an account with us, and therefore we will request that you provide Personal Information via the chatbot to identify you as a SavvyMoney account holder. We ask that you *not* provide any sensitive Personal Information when using our chatbot.

Personal Information about You may include, but is not limited to, the following categories of information:

- Name
- Email address
- Postal address
- Telephone number
- Date of birth
- Social Security number
- Unique Services Partner User ID
- Information provided by You to authenticate Your identity
- Username and password to access the Programs
- Credit information, such as Your credit score(s), number of open and closed credit accounts, outstanding amounts owed, payment history and other information contained in Your credit report

We collect Personal Information from the following sources: (a) directly from You through Your use of and interactions with the Programs; (b) from Services Partners with which You have a preexisting relationship; (c) from Services Partners making Offers to You with which You may or may not have a preexisting relationship; (d) from Services Partners that have invited You to access or use the Programs to view Offers and/or information contained on Your credit report with which You may or may not have a preexisting relationship; and (e) after You enroll with us, from one or more credit reporting agencies.

In addition, we may use automatic data collection technologies to collect certain information about Your equipment, browsing actions and patterns in connection with your access to the Programs, including:

- Information about Your usage of the Programs, including the dates on which You retrieved information contained on Your credit report, as well as traffic logs indicating pages and content You have accessed, where you click, traffic data, logs, and other communication data and the resources that You access.
- Information relating to the browser and device You use to access and use the Programs (such as the browser type, IP address, location of device, device ID, operating system, mobile network information) and other information that “fingerprints” (i.e., permits the identification of) Your device.

For further information, see *Cookies and Other Tracking Technologies* below.

Use of Personal Information

We may use Your Personal Information to:

- Authenticate Your identity and prevent fraud.
- Create an account with us and administer Your account.
- Fulfill Your requests, respond to Your inquiries, provide the features You enroll for on the Programs, and/or complete transactions You have requested.
- Communicate with you via our chatbot. In addition, we use data collected via our chatbot to monitor the performance and effectiveness of our chatbot in order to continually enhance its accuracy and the user experience.
- Retrieve Your credit report on an ongoing basis and monitor Your credit.
- Send You the requested product or service information or inform You of products or services that we believe You may be interested in.
- Provide and transmit information on applications You initiate in response to Offers made to You by a Services Partner.
- Display content based on Your interests.

- Send You important information regarding the Programs, changes to our terms, conditions, and policies and/or other administrative information. If this information relates to Your account with us, You may not opt out of receiving such communications except by closing Your account.
- For our internal business purposes, such as data analysis, audits, developing new products or services, enhancing and improving the Programs, identifying usage trends and determining the effectiveness of features, offers and promotional campaigns.
- For the benefit of Services Partners, including sharing performance metrics data to assist Services Partners in assessing the effectiveness of their campaigns, products and services.
- As we believe to be required, necessary or appropriate: (a) to comply with legal process; (b) to respond to lawful requests by public authorities (which includes public authorities outside Your country of residence), including to meet national security or law enforcement requirements; (c) to enforce the **Terms of Service**; (d) to protect our operations, business and systems; (e) to protect our rights, privacy, safety or property, and/or that of other users of the Programs, including You; (f) in the case of a dispute, to allow us to pursue available remedies or limit the damages that we may sustain; and (g) in any manner permitted under applicable law, including the laws outside Your country of residence.

Choice/Opt-Out of Marketing Communications

You may choose to stop receiving marketing emails and communications from SavvyMoney by following the unsubscribe instructions included in such emails or communications, or within your account settings.

Information Sharing

We share Your Personal Information with our affiliates and third parties only in the ways that are described in this Privacy Policy. We do not sell Your Personal Information to any third parties.

Service providers. We may share Your Personal Information with third parties that are our agents or that provide services to us to help us with our business activities and in providing the Programs to You, such as authentication of the identity of users, preventing fraud, website hosting, data analysis, email delivery services, text delivery services, retrieving credit reports, credit application processing, chatbot functionality, and customer service. These third parties are authorized to use Your Personal Information only to enable them to provide services to us or act as our agents in performing the activities we are permitted to conduct under the **Terms of Service** and this Privacy Policy. We require that these third parties are bound by contractual obligations to keep Your Personal Information confidential and use it only for the purposes for which we disclose it to them.

Services Partners. We may share Your Personal Information with a Services Partner, including when You apply for Offers made by a Services Partner through the Programs, or when You request that a Services Partner or other third party follow up with You about Your income, debt and spending, or to otherwise contact You regarding Offers and other promotions for which You may be eligible. Also, if You inquire about, apply for, or respond to Offers You receive from a Services Partner, we may share Your Personal Information with such Services Partner and its third-party providers that allow You to apply for such Offers. Additionally, we may share Your Personal Information with Services Partners that have invited You to access or use the Programs to view Offers and/or information contained on Your credit report. Lastly, if You seek customer service assistance from a Services Partner for Your account with us, such Services Partner may be provided with access to Your account, including all information contained in Your account. The Personal Information that we may share with a Services Partner include: (a) Your contact information (which includes Your name, email address, postal address, phone number and Unique Services Partner User ID); (b) whether You appear to qualify for Offers made available by such Services Partner; (c) based on Your credit report, whether You appear to meet certain credit thresholds or criteria; (d) Your credit score(s) and any credit application information You submit; and (e) information about Your usage of the Programs, including the content You

access.

You may opt out of receiving marketing solicitations and other Offers from a Services Partner based on Your Personal Information provided by us to such Services Partner by contacting the Services Partner with which you have an account(s). For purposes of clarity, if You also wish to opt out of receiving emails and other communications from a Services Partner (which are not based on Your Personal Information provided by us to such Services Partner), You must do so in compliance with the applicable terms, conditions and privacy policy of such Services Partner. You may not opt out of viewing certain offers that appear on Your screen when You are logged into an App offered by a Services Partner, whether or not based on Your Personal Information provided to us from such Services Partner. If any of the Programs are no longer being offered or made available through a Services Partner, such Services Partner may notify You of such fact, even if You have opted out of receiving marketing emails and communications.

Please understand that this Privacy Policy governs only SavvyMoney's collection, use and disclosure of Your Personal Information in connection with the Program. The collection, use and disclosure of Your Personal Information by a Services Partner or any other third party that You authorize to receive Your Personal Information is governed by that Services Partner's or other third party's privacy policy.

At your direction. We may disclose Your Personal Information where directed by you or as otherwise necessary to provide a service you request. For example, we make available opportunities to sign up for related services by partners, such identity theft protection. If you elect to sign up for such related services, we share Your Personal Information with the partner to enroll you for the service.

Other disclosures. We may also disclose Your Personal Information:

- As required by law, such as to comply with a subpoena or similar legal process.
- To respond to lawful requests by public authorities (which may include public authorities outside Your country of residence).
- To protect our rights, privacy, safety or property, and those of users of the Programs, including You.
- To a subsidiary or other affiliate for any of the purposes described in this Privacy Policy.
- To a successor entity or other third party in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including without limitation in connection with any bankruptcy or similar proceedings) (each, a "**Transaction**"). If we are involved in a Transaction and a third- party receives Your Personal Information as a result, You will be notified in accordance with applicable laws.
- To any other third party with Your prior consent to do so.

Aggregated or Anonymized Information

We may aggregate or anonymize information such that it cannot be used to identify any individual, and we may use and share such aggregated or anonymized information for our lawful business purposes. If we combine aggregated or anonymized with information that identifies You, we treat it as Personal Information and will use such information only as described in this Privacy Policy.

Do Not Track Signals

Your browser settings may allow You to automatically transmit a "Do Not Track" signal to online services You visit. Note, however, there is no industry consensus as to how website and app operators should respond to these signals. Accordingly, at this time, we do not respond to "Do Not Track" signals sent from Web browsers.

Cookies and Other Tracking Technologies

We use technologies such as Google Analytics, cookies and similar technologies for remembering Your user settings, customizing Your experience, and better understanding how the Programs are used.

To opt out of Google Analytics, please see <https://tools.google.com/dlpage/gaoptout>.

Log files

As is true of most websites, we gather certain information automatically and store it in log files. This information may include IP addresses, browser type, internet service provider, referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may automatically combine this type of collected log information with other information we collect about You. We do this to improve the Programs, to analyze and understand usage, and to administer the Programs.

Data Security

We have implemented industry-standard physical, administrative, and technical safeguards to preserve the integrity and security of Your Personal Information. Such safeguards include using secure socket layers (SSL) and encryption both during transmission of Your Personal Information (such as Your address, date of birth, and social security number) and after we receive Your Personal Information. Unfortunately, no data transmission over the internet or data storage system can be guaranteed to be 100% secure. Therefore, we cannot ensure or warrant the absolute security of any information You transmit to us or which is transmitted by us, You authorize us to obtain on Your behalf, or You receive from us, and we cannot guarantee that Your information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, administrative and/or technical safeguards. Additionally, we will not be responsible or liable to You for third party circumvention of our security measures. If You have reason to believe that Your interaction with us is no longer secure (for example, if You believe that the security of any account You might have with us has been compromised), You must immediately notify us of the problem by contacting us at our contact information at the end of this Privacy Policy.

In our agreements with Services Partners, we commit to maintaining an information security program, and notifying the Services Partners of any security breaches, consistent with the applicable obligations of the Services Partners under the Gramm-Leach-Bliley Act.

Your Privacy Choices

Your Personal Information is protected by certain federal privacy laws, such as the Fair Credit Reporting Act and the Gramm-Leach-Bliley Act (“**GLBA**”). To learn about Your privacy rights and choices under the GLBA, please contact the Services Partner through which You access the Programs. We are a “service provider” pursuant to GLBA for Personal Information we process on behalf of Your Services Partner and only use such Personal Information as permitted by our agreement with the Services Partner and this Privacy Policy.

Accessing Your Personal Information

You may access Your Personal Information by viewing Your SavvyMoney account through the Programs. If You have questions about Your Personal Information, or wish to update any Personal Information that is inaccurate or out of date, please contact us as provided in the ‘Contact Information’ section below.

Deleting Your Personal Information

If You wish for us to delete Your Personal Information, You must close Your account with us by contacting us at our contact information at the end of this Privacy Policy or through Your setting inside Your profile for the Programs.

We will respond to Your request within a reasonable timeframe. Please note that we cannot remove Your Personal Information from the database of third parties that previously received such information.

Retention Period

We will retain Your Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy as well as may be necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, all in accordance with applicable law.

Links to Other Websites or Internet Properties

The Programs may include links to other websites or other internet properties whose privacy practices may differ from this Privacy Policy. If You submit Personal Information to any of those websites, Your Personal Information is governed by their privacy policies. We encourage You to carefully read the privacy policy of any website You visit.

Testimonials

We display personal testimonials of customers on our websites in addition to other endorsements. With Your consent, we may post Your testimonial along with Your name. If You wish to update or delete Your testimonial, You can contact us at info@savvymoney.com.

Children's Privacy

Protecting the privacy of children is especially important to us. The Programs are not directed to children, and we do not knowingly collect Personal Information from children. If we become aware that we have collected Personal Information from a child without any parental consent required by law, we will delete that information. If You believe we might have any information from or about a child, please contact us at privacy@savvymoney.com.

Contact Information

If You have any questions or comments about this Privacy Policy or our privacy practices, You can contact us as follows:

By email at: privacy@savvymoney.com

By mail at:

SavvyMoney, Inc.
Attn: Privacy
4160 Dublin Blvd, Suite 250
Dublin, CA 94568

If You have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>

YODLEE FASTLINK TERMS OF USE

Updated December 12, 2025

These terms apply to FastLink users located in territories other than the EU/UK. Please refer to <https://solutions.yodlee.com/fastlink-terms/ukey.html> for our terms and conditions applicable to users located in the EU and UK.

Please read these terms carefully before using FastLink. By clicking the Submit/Continue button (as applicable) you are agreeing to these Terms. ***If you don't agree to these Terms, do not click the***

Submit/Continue button.

If you use a Yodlee ID as part of FastLink, modified Terms apply. Terms specific to creating and using a Yodlee ID are stated in section VII below. Please read section VII carefully before creating a Yodlee ID.

These terms of use are an agreement between you and Yodlee, Inc. (“Yodlee,” “we,” or “our”) for our FastLink service (collectively, the “Terms”). Yodlee is a service provider to the company that provides the application that directed you to FastLink (the “Provider” and “Application”). If you agree to these Terms, we will act on your behalf to retrieve account information from one or more accounts over which you have authority (your “Data” and “Account”) and provide the Data to your Provider for use in the Application.

These Terms govern our initial linking of your Account to the Application, certain undertakings you make, and rights that you waive in connection with such access and processing of your Data.

Your Application Provider’s privacy notice applies to our use and processing of your Data.

DISPUTES ARISING IN CONNECTION WITH THESE TERMS WILL BE RESOLVED BY ARBITRATION. Please review Section V for more details about arbitrating disputes under these Terms. You have a right to opt-out of that requirement. If you do not opt-out of that requirement as provided below, to the fullest extent permitted under applicable law, BY ACCEPTING THESE TERMS, YOU AND YODLEE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, AND YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.

I. TERMS AND SCOPE

A. Accepting Our Terms. By completing the FastLink authorization process and clicking the Submit/Continue button you acknowledge and agree to these Terms. ***If you do not agree to all of these Terms, do not click the Submit/Continue button.*** If you do not accept these Terms, you will not be entitled to use FastLink.

B. Our Relationship to You. FastLink is a service provided by Yodlee to the Application Provider. The Application Provider is our client. While FastLink facilitates the Application Provider’s services to you, FastLink is not provided as a standalone service to you directly. The Application is not under our control, and we are not responsible for the Application’s use of your Data. When using or accessing the Application, you will be subject to terms and privacy policies posted by the Application Provider.

C. Our Relationship to the Application Provider. Yodlee acts as a service provider to the Application Provider. We operate on the Application Provider’s instructions, which are governed by our contract with them. These instructions include requirements about Yodlee’s use and protection of your Data and information about you provided to us (whether by Provider or you directly).

D. Yodlee’s Use of Data. Yodlee does not sell your personal information, however such information is defined under applicable law. Your Application Provider’s privacy notice applies to our use and processing of your Data. ***Unless stated otherwise in your Provider’s privacy notice, subject to our contract with Provider, as part of your Account(s) being linked Yodlee may use for commercial purposes as permitted by law, information derived or excerpted from your Data that does not contain your personal information or other information that can reasonably be used to determine your identity.***

E. Service Limitations. Because FastLink is a service provided by Yodlee to the Application Provider, and not to you directly, Yodlee undertakes no obligation to you regarding the scope, quality, uptime, or functionality of FastLink (or the Application). You may not resell or otherwise provide to third parties access to FastLink.

F. Termination. If we cease providing services to the Application Provider, or your relationship with the Application Provider terminates, these Terms will terminate. The effects of termination include:

1. You may no longer use FastLink.
2. Neither you nor the Application Provider may access any Data in our possession. To find out what Data we may still hold after Termination, contact us via the [Yodlee Privacy Access Request Portal](#).

G. FastLink is Provided “As-Is.” We’re unable to anticipate all technical or other difficulties that may occur within FastLink. FastLink may contain errors, bugs, or other problems from time to time. These difficulties may result in loss of data, personalization settings, or other service interruptions.

You agree that, except as stated explicitly in these Terms, FastLink and all information and materials available through Yodlee services are provided “AS-IS” and without warranties of any kind, whether express, implied, statutory, or otherwise. Yodlee cannot assume responsibility for the accuracy, timeliness, deletion, mis-delivery, disclosure, or failure to securely store any user data, communications, or personalization settings.

H. Changes to FastLink & These Terms. We reserve the right to change or discontinue FastLink, temporarily or permanently, at any time without prior notice. You agree that Yodlee won’t be liable to you or any third party for any modification or discontinuation of FastLink. Yodlee is under no obligation to release new versions of FastLink and may alter features, licensing terms, or other characteristics of any version of FastLink and any other products or services that it releases.

We reserve the right to change these Terms at any time. If we update the Terms, we’ll post the updated Terms at this URL. You agree to accept electronic communications, links to, and/or postings of any revised Terms and that such electronic communications, links and/or postings constitute adequate notice to you of any new or different Terms.

By continuing to use FastLink after a change in Terms, you are accepting the changes and agree to be bound by the updated Terms. If you don’t agree to the changes, you may to discontinue use of FastLink and may request that your Application Provider de-registers your linked Accounts and/or triggers deletion of your Credentials within our systems at any time. If the changes are material, we may also require you to re-assent to the revised Terms as a condition of continued use.

II. ACCOUNT CREDENTIALS AND ACCESSING YOUR DATA

A. Authorization to Access Your Data. By using FastLink you are authorizing Yodlee to access and retrieve on your behalf Data from one or more third-party sources (each a **“Data Source”**).

1. Using Data Source Provided Portals to Access Data. Certain Data Sources require you to enable Data access for third-party applications through a portal controlled by the Data Source. For those Data Sources, we will direct you to the Data Source’s portal from FastLink and you must enable access to all Data you would like Yodlee to retrieve for the Application.

2. Using Credentials to Access Data. For other Data Sources, Yodlee will use information submitted by you through FastLink such as account user names, passwords, answers to security questions, and multi-factor authentication codes (collectively, **“Credentials”**) to access and retrieve your Data from the Data Source.

3. Appointment as Agent. For either of the foregoing purposes, you hereby grant Yodlee a limited power of attorney, and you hereby appoint Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party sites and Accounts (using your Credentials, when applicable), retrieve Data, provide your Data to the Application provider, and use your Data, all as described herein, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN YODLEE IS ACCESSING AND RETRIEVING YOUR DATA FROM DATA SOURCES, YODLEE IS ACTING AS YOUR AGENT, AND NOT AS A SERVICE PROVIDER OR OTHERWISE ON BEHALF OF THE DATA SOURCE. You agree that Data Sources shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

B. Your Authority. By using FastLink to enable the transfer of any Data to or from any Account, you represent, warrant, and agree that: (i) such transfers are permitted under applicable law; (ii) that you are of legal age and have the authority to transfer that Data to or from the applicable Account and to authorize the use and transmission of that Data in accordance with these Terms; (iii) you are at least 18 years old and legally capable of entering contracts and (iv) that the Application Provider has provided to you reasonable access to Application Provider's privacy notice and has made disclosures to you regarding the Application's use of your personal information, and that such disclosures are satisfactory and adequate for you to provide your informed consent regarding the same.

C. Role of Data Sources. FastLink is not endorsed or sponsored by any Data Sources. You agree that Yodlee assumes no responsibility and shall incur no liability with respect to the acts, omissions, or determinations of any Data Sources. You acknowledge and agree that Yodlee may maintain your Data and Credentials on separate systems than those of Data Sources or Application provider.

III. LIMITATIONS OF LIABILITY

A. DAMAGES. YOU AGREE THAT YODLEE, THE APPLICATION PROVIDER, DATA SOURCES, EACH OF THEIR RESPECTIVE AFFILIATES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS OF ALL OF THE FOREGOING (COLLECTIVELY, "**PROTECTED PARTIES**") WILL NOT BE LIABLE FOR ANY HARMS (WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, OPPORTUNITY, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES) RESULTING FROM: (I) THE USE OR THE INABILITY TO USE FASTLINK; (II) UNAUTHORIZED ACCESS TO, USE, OR ALTERATION OF YOUR DATA OR CREDENTIALS; (III) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF THE APPLICATION; (IV) ANY FRAUDULENT ACTIVITY IN CONNECTION WITH YOUR FINANCIAL ACCOUNTS ALLEGEDLY RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF FASTLINK OR YODLEE'S RECEIPT OR USE OF YOUR CREDENTIALS OR ACCESS OR RETRIEVAL OF YOUR DATA; OR (V) ANY OTHER MATTER RELATING TO FASTLINK. THE FOREGOING LIMITATION OF LIABILITY APPLIES EVEN IF THE PROTECTED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH HARMS.

B. LIABILITY CAP. WITHOUT LIMITING THE ABOVE PARAGRAPH, THE PROTECTED PARTIES' LIABILITY TO YOU ARISING OUT OF OR RELATED TO FASTLINK OR YODLEE'S RECEIPT OR USE OF YOUR CREDENTIALS OR PROCESSING OF YOUR DATA WILL NOT IN ANY EVENT EXCEED \$1,000.00, EXCEPT TO THE EXTENT SET FORTH IN SECTION V BELOW.

C. EXCLUSIONS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IV. DISCLAIMER

A. NO WARRANTIES. YODLEE, APPLICATION PROVIDER, AND DATA SOURCES MAKE NO WARRANTY OF ANY KIND—WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE—TO YOU REGARDING FASTLINK, THE DATA OBTAINED THROUGH FASTLINK, THE APPLICATION, OR THE RESULTS OBTAINED BY YOU THROUGH YOUR USE OF ANY OF THE FOREGOING.

B. EXCLUSIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTIES TO BE DISCLAIMED. ACCORDINGLY, THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU IN ALL RESPECTS.

V. DISPUTE RESOLUTION AND ARBITRATION

A. Generally. In the interest of resolving disputes between you and Yodlee in the most expedient and cost effective manner, you and Yodlee agree that every dispute arising in connection with these Terms will be resolved by binding arbitration, except as otherwise provided in this Section V. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud,

misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. The arbitrator shall decide all issues regarding the arbitrability of a dispute relating to Agreement, including but not limited to the scope of matters to be arbitrated and the waiver or unconscionability of arbitration. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND YODLEE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

B. Exceptions. Despite the provisions of Section V.A, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

C. Arbitrator. Any arbitration between you and Yodlee will be settled under the Federal Arbitration Act, and governed by the Consumer Arbitration Rules (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Yodlee.

D. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail (“**Notice**”). Yodlee’s address for Notice is: Yodlee, Inc., 333 Fayetteville Street, Suite 1200, Raleigh, NC 27601. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Yodlee may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Yodlee must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Yodlee will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Yodlee in settlement of the dispute prior to the arbitrator’s award; or (iii) \$1,000.

E. Fees. If you commence arbitration in accordance with these Terms, Yodlee will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the Northern District of, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Yodlee for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

F. No Class Actions. YOU AND YODLEE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Yodlee agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

G. Modifications to this Arbitration Provision. If Yodlee makes any future change to this arbitration

provision, other than a change to Yodlee's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Yodlee's address for Notice. In that case, Yodlee may immediately terminate these Terms and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.

H. Enforceability. If one or more provisions in this Section V are found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Section V and this Agreement generally will not be impaired thereby.

I. Opt-out. You may opt-out of the mutual agreement to arbitrate disputes provided in this Section V if you deliver notice to us within 60 days of initially agreeing to these Terms. To opt-out, send a written request containing your name, address, phone number, and the name of the Application for which you are using FastLink to our address for notices listed in Section V.D above. If you opt-out, then the entirety of this Section V will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section VI.C below will govern any action arising out of or related to these Terms.

VI. GENERAL TERMS

A. Assignment. You may not assign these Terms to any other party, by operation of law or otherwise. Yodlee may assign these Terms to any affiliated company or to any entity that succeeds to all or substantially all of its business or assets related to FastLink. Yodlee may also assign or delegate certain of its rights and responsibilities under these Terms to independent contractors or other third parties.

B. No Waiver. Yodlee shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Yodlee. No delay or omission on the part of Yodlee in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

C. Choice of Law and Forum. The laws of the State of California govern the interpretation and performance of these Terms, without regard to any conflict of laws principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Yodlee agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California for the purpose of litigating any dispute.

D. Mobile Devices. FastLink may be available through a compatible mobile device, including tablets and smart phones. Using FastLink on a mobile device may be subject to charges by your wireless carrier. Yodlee assumes no responsibility for paying any messaging, data or content charges by your wireless carrier, internet service provider, or any other party. You are solely responsible for these charges and any software requirements or updates required to access or use FastLink.

YODLEE SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ALL STATUTORY OR OTHER WARRANTIES OR REPRESENTATIONS IN RELATION TO: (i) AVAILABILITY OF YOUR WIRELESS SERVICE FROM YOUR WIRELESS CARRIER, UNINTERRUPTED ACCESS TO THE SERVICE, OR TRANSMISSION OF DATA OR COMMUNICATIONS IN CONNECTION WITH THE SERVICE, AND (ii) ANY LOSS OR OTHER SECURITY BREACH ASSOCIATED WITH WIRELESS SERVICES.

E. Exclusive Agreement. You agree that these Terms are the complete and exclusive statement of the agreement between you and Yodlee with respect to FastLink, and these Terms supersede any proposal or prior agreement, oral or written, and any other communications between you and Yodlee relating to the subject matter of these Terms. These Terms, as amended from time to time, will prevail over any subsequent oral communications between you and Yodlee.

VII. YODLEE ID TERMS & CONDITIONS

This section applies to the Yodlee ID feature, which is an optional enhancement to FastLink. You do not need to sign-up for a Yodlee ID to use FastLink.

Please read these terms carefully before creating Yodlee ID. By clicking "Continue" you are agreeing to these

terms. ***If you don't agree to these Terms or don't want to create a Yodlee ID, do not provide your telephone number and instead choose "Proceed As A Guest."***

A. General Description. While FastLink allows you to connect one Account to one Application, creating a Yodlee ID will allow you to easily connect one Account to many Applications. With a Yodlee ID you won't need to individually link new Applications to each Account.

B. How It Works. A Yodlee ID allows you to save Data directly with Yodlee and decide which Applications you'd like to share that Data with in the future. When you use your Yodlee ID in a new Application for the first time you'll be asked to choose which Accounts connected to your Yodlee ID you'd like to connect to the Application. Where supported by the Data Source you can connect those Accounts and share Data without needing to re-authenticate at the Data Source.

C. Differences From Standard FastLink Terms. Except for the differences noted in this section (C), the terms in sections (I) – (VI) still apply to Yodlee ID, Accounts connected to your Yodlee ID, and Data shared with Applications using your Yodlee ID.

1. Our Relationship to You. Yodlee ID is a service provided by Yodlee directly to you. You are our client with respect to your Yodlee ID and Data saved directly to your Yodlee ID. With respect to those services we operate based on these Terms with you. You may manage your Yodlee ID and Application connections using the [Yodlee ID Portal](#).

2. Our Relationship to the Application Provider. Yodlee acts as a service provider to the Application Provider with respect to: (i) any FastLink functionality integrated into the Application and (ii) hosting Data shared to/saved within Applications (as opposed to Data saved directly to your Yodlee ID). In those contexts we operate on the Application Providers instructions, governed by our contract with them.

3. Yodlee's Use of Data. Yodlee's privacy notice applies to our use and processing of all Data saved to your Yodlee ID. Yodlee does not sell your personal information, however such information is defined under applicable law. Each Application Provider's privacy notice will apply to that Application Provider's use of Data you choose to share from your Yodlee ID. ***As part of your Account(s) being linked to a Yodlee ID you agree that Yodlee may use for commercial purposes as permitted by law information derived or excerpted from your Data that does not contain your personal information or other information that can reasonably be used to determine your identity.***

4. Terminating Your Yodlee ID. If you terminate your Yodlee ID or we otherwise discontinue the Yodlee ID service: (i) each connection made using the Yodlee ID will terminate (both Account-to-Yodlee connections and Yodlee-to-Application connections) and Yodlee will no longer access Accounts nor share Data with Applications based on those terminated connections, (ii) we will delete or de-identify all Data saved to your Yodlee ID (but not Data already shared to/saved within Applications, whether hosted by the Application Provider or by Yodlee as its service provider), and (iii) these terms will terminate with respect to your Yodlee ID.

When a Yodlee ID is terminated previously connected Applications will stop receiving new Data but will still have access to the Data you've already shared to/saved within that Application. If you want an Application to delete the Data you've already shared, you will need to use the deletion methods provided by the Application Provider. If you'd like an Application to continue receiving Data after terminating your Yodlee ID, you will need to re-connect your Account directly to the Application using FastLink.

Find out more about managing your Yodlee ID in section D below.

5. Disconnecting One Application. If you choose to disconnect an Application from your Yodlee ID, Yodlee will stop sending Data to that Application. If you want an Application to delete the Data you've already shared, you will need to use the deletion methods provided by the Application Provider.

If we stop providing services to an Application Provider: (i) these Terms will continue to apply with respect to your Yodlee ID, any other Applications you've connected using your Yodlee ID, and any other direct FastLink connections without your Yodlee ID; (ii) we will delete within our systems all Data we host for that

Application (but not Data saved to your Yodlee ID); and (iii) unless the Application Provider hosts that Data directly, you will lose access to the historical Data saved within that Application (but not within other Applications or your Yodlee ID).

Find out more about managing Applications connected to your Yodlee ID in section D below.

6. Data Source Connections and Limitations. Some Data Sources place protections on how third parties may use, store and share your Data when accessed using a Data Source provided API. Where those requirements prohibit saving Credentials to your Yodlee ID you'll need to re-authenticate with the Data Source each time you connect your Account to a new Application. Applicable laws and regulations may also protect how your Data may be used, stored, shared or processed. Yodlee follows all applicable laws with respect to your Data and privacy.

D. Managing Your Yodlee ID. To manage your Yodlee ID and linked Applications log-in to the Yodlee ID Portal located [here](#).