WEBSITE
ALKAMI BUSINESS DIGITAL & MOBILE SERVICES AGREEMENT
REV. 08/2026

SCOPE OF AGREEMENT

This Business 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 services: account access , bill pay service ("Bill Pay"), in addition to other banking services offered through Digital Banking (collectively 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 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 consumer accounts linked to your business Digital Banking, our Consumer Digital Services Agreement remains applicable in addition to these terms and conditions. Please click here to view our Consumer_Digital_Services_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.

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” means the business, and each and all of those who use the Service on behalf of the business, including those you authorize from time to time to use this Service on your behalf.

The word “account” means any one or more deposit and/or loan accounts you have with The Washington Trust Company that you have linked or 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 our 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
- Business loan/line of credit accounts

The Service allows you to:

- View account balances
- View check images
- View monthly statements
- Place a stop payment on a single check
- 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 transmit nor request sensitive information such as account numbers, passwords, account information, etc. via e-mail. You should not rely on e-mail 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 on your behalf, 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

Business Digital Banking registrations may be submitted If you hold at least one business account (DDA, Savings, Money Market Account, or Loan) with us that is active, open and in good standing. 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:

- Employer Identification Number/Tax Identification Number
- Email Address
- 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.

Super/Master User and Sub Users

The Super/Master User means the primary individual designated and registered with the financial institution on behalf of the business. The Super/Master User shall have the highest level of access to, and administrative control over, your business accounts and related Services, including the authority to establish, manage, modify, or revoke access rights for authorized Sub Users. A business may have only one Super/Master User. In the event the business has multiple owners or authorized principals, one such owner or principal shall be designated as the Super/Master User, and any other owner or principal may be designated as a Sub User with such permissions as are granted in accordance with the applicable system controls and this Agreement. No change to the designated Administrator(Super/Master User) shall be valid or effective unless and until you provide documentation satisfactory to us, which may include, without limitation and as applicable, certified copies of resolutions duly adopted by your governing body and any certificate, incumbency documentation, or other evidence identifying the individual authorized to act on your behalf in such capacity.

A Sub User refers to any additional individual authorized to access the business accounts or Services pursuant to permissions assigned by the Super/Master User or by another Sub User having sufficient authority to grant such permissions. Each Sub User's access shall be limited to the functions, accounts, transactions, and Services expressly authorized for that Sub User, as determined by the applicable permissions established within the system. The business is solely responsible for determining the authority and permissions granted to the Super/Master User and each authorized Sub User and for monitoring and managing such access. These permissions may include the ability to create, manage, modify, or revoke access to additional Sub Users within the Service. The business shall be solely responsible for establishing, monitoring and maintaining appropriate controls to ensure such access is consistent with the role and responsibility of the Super/Master User and each Sub User as intended by the business.

You acknowledge and agree that the Super/Master User and each Sub User act as an agent of the business for the purposes of the Service. Any instruction, transaction, approval, assignment, communication or other activity performed by the Super/Master User or Sub User using valid credentials or other approved authentication methods shall be deemed an act authorized by and binding upon you, the business. The business assumes full responsibility and liability for all acts and omissions of its Super/Master User and Sub Users, including any transactions initiated, information accessed, changes made to permissions, failure to safeguard or misuse of account credentials. The Bank may rely on the authority granted to any Super/Master User and Sub User until the Bank has received and had a reasonable opportunity to act upon written notice revoking or modifying such authority.

Linked Accounts

You may elect, subject to availability and our approval, to link one or more Business and/or Personal profiles

to the same Digital Banking profile using the same Username and Password. You acknowledge and agree that the error resolution procedures, liability limitations, access rights, and other terms and conditions applicable to Digital Banking may differ between business accounts and personal accounts, notwithstanding that such accounts may be accessible through the same profile. You agree to promptly notify us in writing if your access to, ownership of, or authority over any linked account is modified, suspended, revoked, terminated, or otherwise changes. We shall not be liable for any unauthorized access, transaction, transfer, payment, or other activity involving any linked account that occurs before we receive such notice and have had a reasonable opportunity to act upon it.

YOU ACKNOWLEDGE AND AGREE THAT WE SHALL HAVE NO LIABILITY FOR ANY ACCESS, MAINTENANCE, PAYMENT, TRANSFER, TRANSACTION, OR OTHER ACTIVITY INVOLVING ANY ACCOUNT LINKED TO YOUR SERVICE BY ANY ADDITIONAL USER, INCLUDING ANY UNAUTHORIZED OR POTENTIALLY UNAUTHORIZED USE, UNLESS AND UNTIL YOU HAVE PROVIDED US WITH NOTICE OF THE APPLICABLE CHANGE IN AUTHORITY OR SUSPECTED UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT UPON SUCH NOTICE. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO DENY, DECLINE, OR OTHERWISE REFUSE ANY REQUEST TO LINK ONE OR MORE BUSINESS AND/OR PERSONAL PROFILES UNDER THE SAME DIGITAL BANKING PROFILE.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. 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 Digital 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 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 stamped or written reference to the Business Entity name. You agree to restrictively endorse any check transmitted through the Service with the wording "For Washington Trust Mobile Deposit Only". Acceptable substitutions for this endorsement may include "For The Washington Trust Company Mobile Deposit Only" or "For Washington Trust Company Mobile Deposit Only". Signatures and restrictive endorsements may be handwritten or stamped. Electronic or computer-generated endorsements may not be accepted. We reserve the right to accept endorsements outside of these restrictive endorsements. 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. Images of electronic screens such as cell phone, computer or tablet screen are not acceptable for deposit. 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 within your profile.

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 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 at any time and in our sole discretion. 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 6:00pm EST 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 BUSINESS ACCOUNT TO ACCOUNT EXTERNAL TRANSFER

1. Introduction. This Small Business Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and The Washington Trust Company (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered to Businesses through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

2. Description of Small Business Account to Account Transfer Service. The Small Business Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between Eligible Transaction Account(s) that your Business maintain with us, and External Account(s) that you maintains with other financial institutions.

3. Definitions.

a. "Account" means an Eligible Transaction Account or External Account.
b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
c. "Affiliates" are companies related by common ownership or control.
d. "Authorized User" means the employee(s) or agent(s) that you authorize as an individual to have full rights to conduct the activities outlined in Section 29 (Authorized Users; Passwords and Security) below on your behalf.
e. "Business" means any person or entity other than a Consumer with an Eligible Transaction Account that utilizes the Account to Account Transfer Service.
f. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
g. "Consumer" means a person (not a business or other entity) with an Eligible Transaction Account primarily for personal, family or household purposes.
h. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a Business checking, loan account, money market or savings account that you hold with us.
i. "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.
j. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
k. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
l. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

4. Service Providers. We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer 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.

5. Authorization and Processing.

a. 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.

b. You represent and warrant that you or your Authorized Users are acting with full authority for the applying Business, and that you are duly authorized to execute this Agreement on behalf of the applying Business. You authorize the Account to Account Transfer Service to follow the Transfer Instruction that it receives through the Site.

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. 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 9 (Account to Account Transfer 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 9 (Account to Account Transfer 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 complete all your Transfer Instructions 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 Instruction or the Transfer Instruction would exceed the credit limit of your overdraft account;

    2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the Transfer Instruction;

    3. The transfer is refused as described in Section 10 (Refused Transfers) 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, or interference from an outside force) prevent the proper execution of the Transfer Instruction.

e. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer 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 stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

6. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. 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 Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you.

7. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service).

8. Stop Transfer Requests. If you desire to stop any transfer that has already begun processing, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). 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.

9. Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer 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. 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 Account to Account Transfer 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 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient funds in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

10. 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.

11. Returned or Failed Transfers. In using the Account to Account Transfer 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.

12. Notices to Us Regarding the Account to Account Transfer Service. Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: **The Washington Trust Company, 23 Broad Street, Westerly, RI 02891. We may also be reached at info@washtrust.com or by phone at 401-348-1200 OR 800-475-2265 for questions and other purposes concerning the Account to Account Transfer Service.** We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

13. 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 Account to Account Transfer 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 Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) 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 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

14. 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.

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

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

17. Eligibility. The Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

18. Prohibited Transfers. The following types of transfers are prohibited through the Account to Account Transfer 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 may be deemed to be illegal, improper, brand damaging or potentially exposing us, our Service Providers, or the financial system to risk or reputational harm; 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 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

19. 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 Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer 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 Account to Account Transfer 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; (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 Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer 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 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

20. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with us in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) 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 Account to Account Transfer 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 Account to Account Transfer Service transactions that you did not make, tell us at once. YOU ARE RESPONSIBLE FOR ALL TRANSFERS INITIATED USING YOUR USER IDENTIFICATION, PASSWORD, AND OTHER MEANS OF ACCESSING THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, REGARDLESS OF WHETHER YOU AUTHORIZED THEM OR IF THEY EXCEED THE LIMITS THAT YOU IMPOSED ON YOUR AUTHORIZED USER(S).

21. 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.

22. Failed or Returned Transfer Instructions. In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer 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 Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer 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 Transfer 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 Transfer Instruction if the transfer 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 Transfer 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 transfer, 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.

23. 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 Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

24. Information Authorization. Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer 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 Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

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.

25. Consent to Share Personal Information (Including Account Information). In addition to Section 24 (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 initiated by you;
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.

26. Errors, Questions, and Complaints. You agree to review your account statements, transaction reports, and other account information promptly upon receipt or availability. If you believe that an error, unauthorized transaction, alteration, forgery, or other discrepancy has occurred, you must notify us as soon as possible. Failure to notify us promptly may affect your ability to recover losses associated with the transaction.

Federal Regulation E protections applicable to consumer electronic fund transfers do not apply to accounts established primarily for business, commercial, or agricultural purposes. We will investigate reported issues in accordance with applicable law, applicable payment system rules, and the terms of this Agreement.

27. Intellectual Property. All marks and logos related to the Account to Account Transfer 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 Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All rights, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer 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 Account to Account Transfer 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.

28. Account to Account Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(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 Account to Account Transfer 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.

29. Authorized Users; Password and Security. By appointing one or more Authorized Users, you are solely responsible for the actions or inactions of your Authorized User(s). You are responsible for all transfers that you or your Authorized Users authorize using the Account to Account Transfer Service. If you permit other persons to use the Account to Account Transfer Service or your password or other means to access your Accounts, you are responsible for any transactions they authorize.

You represent and warrant that you have taken all internal actions necessary to ensure that the Authorized Users are duly authorized under the terms of the corporate bylaws, partnership agreement, or other internal documents that might govern the appointment of the Authorized Users to do the following on your behalf:

a. Access your Account(s) and any information related to your Account(s) with us,
b. Establish and change your Eligible Transaction Account,
c. Access the Account to Account Transfer Service and any information related to the Account to Account Transfer Service,
d. Engage in any transactions permissible through the Account to Account Transfer Service,
e. Initiate any transactions under the terms of this Agreement,

If you or your Authorized Users are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree that you shall not, and your Authorized Users shall not, give or make available such password or credentials to any unauthorized individuals, and each of you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you or any Authorized Users believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

30. Amendments. We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

31. 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 Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

32. 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.

33. 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 Account to Account Transfer 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 Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

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

35. 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.

36. 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 35 (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 35 (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.

37. 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 Account to Account Transfer 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 Account to Account Transfer 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.

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 ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER 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.

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 ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 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.

42. 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 Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer 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 4, 12, 13, 21, 22, 27 and 32-42 of the Agreement, 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.

BUSINESS 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 us, at (800) 475-2265 or info@washtrust.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 us 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.

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.

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.
You agree to review your account statements, transaction reports, and other account information promptly upon receipt or availability. If you believe that an error, unauthorized transaction, alteration, forgery, or other discrepancy has occurred, you must notify us as soon as possible. Failure to notify us promptly may affect your ability to recover losses associated with the transaction.

Federal Regulation E protections applicable to consumer electronic fund transfers do not apply to accounts established primarily for business, commercial, or agricultural purposes. We will investigate reported issues in accordance with applicable law, applicable payment system rules, and the terms of this Agreement.

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.

BUSINESS BILL PAY TERMS OF SERVICE
Our Bill Payment terms and disclosures may change from time to time. When we make changes, we'll notify you and ask you to review and accept them.

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between the Business that owns eligible transaction accounts (hereinafter "you" or "your") 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 in writing by postal mail to:

The Washington Trust Company
Attn: Digital Services
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. Disclosure of Account Information to Third Parties. 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 to domestic businesses with a physical address located within the United States. If an Eligible Transaction Account has more than one Authorized User, each person individually may provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Transaction Account and related Service, to the extent allowed by agreements covering the Eligible Transaction Account. 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 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 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 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. 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.

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with us for the Service in the manner set forth in Section 16 (Notices to Us Regarding the Service) 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 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 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 SERVICE, REGARDLESS OF WHETHER YOU AUTHORIZED THEM OR IF THEY EXCEED THE LIMITS THAT YOU IMPOSED ON YOUR AUTHORIZED USER(S).

For payment requests from business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), we're liable only for damages required to be paid under UCC 4A. We'll never be liable for any exemplary, special, indirect, or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

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. 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. 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. You agree to review your account statements, transaction reports, and other account information promptly upon receipt or availability. If you believe that an error, unauthorized transaction, alteration, forgery, or other discrepancy has occurred, you must notify us as soon as possible. Failure to notify us promptly may affect your ability to recover losses associated with the transaction.

Federal Regulation E protections applicable to consumer electronic fund transfers do not apply to accounts established primarily for business, commercial, or agricultural purposes. We will investigate reported issues in accordance with applicable law, applicable payment system rules, and the terms of this Agreement.

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. Authorized Users; Password and Security. By appointing one or more Authorized Users, you are solely responsible for the actions or inactions of your Authorized User(s). You are responsible for all payments that you or your Authorized Users authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize.

You represent and warrant that you have taken all internal actions necessary to ensure that the Authorized Users are duly authorized under the terms of the corporate bylaws, partnership agreement, or other internal documents that might govern the appointment of the Authorized Users to do the following on your behalf:

a. Access your account(s) and any information related to your account(s) with us,
b. Establish and change your Billing Account and/or Eligible Transaction Account,
c. Access the Service and any information related to the Service,
d. Engage in any transactions permissible through the Service,
e. Provide us with any Payment Instructions,
f. Initiate any payments or other transactions under the terms of this Agreement,
g. Establish and change your Billers (including adding new Billers, deleting existing Billers and/or editing the information regarding existing Billers).

If you or your authorized users 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 that you shall not, and your Authorized Users shall

not 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 or any Authorized Users 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, the Parties agree to resolve the dispute by looking to this Agreement.

28. Arbitration. The Arbitration, class action waiver, and related provisions contained in the Business Terms and Conditions of Your Account are incorporated into and made part of this Account Agreement by reference. Any dispute, claim, or controversy arising out of or relating to this Account Agreement shall be governed by and resolved pursuant to those arbitration provisions. In the event of any inconsistency between this Agreement and the Arbitration provisions of your account's Business Terms and Conditions, the Arbitration provisions of the Business Terms and Conditions shall control. By opening, maintaining, or using the Account, you acknowledge that you have received, reviewed, and agree to be bound by the Bank's Business Terms and Conditions, as amended from time to time. The Business Terms and Conditions are incorporated into this Agreement by reference and form an integral part of the agreement between Customer and Bank. Customer further acknowledges that the Business Terms and Conditions include provisions governing dispute resolution, including arbitration, that apply to your Account(s) and this Agreement.

29. Governing Law.
The laws of the State 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.

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.

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. “Authorized User” means the employee(s) or agent(s) that you authorize as an individual to have full rights to conduct the activities outlined in Section 34 (Authorized Users; Passwords and Security) below on your behalf.

d.

e. “Business” means any person or entity other than a Consumer with an Eligible Transaction Account that utilizes the Small Business Bill Payment Service.

f. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

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

h. "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.

i. "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.

j. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

k. "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 business 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 (**Disclosure of Account Information to Third Parties**) 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 for, or elsewhere within, 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

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 WASHINGTON TRUST 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 attorneys 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 accounts” 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, you consent and agree that we may provide certain disclosures and notices to you in electronic form, including electronic delivery of periodic statements (eStatements) for each deposit account and loan account you have with the Bank. Agreeing to eStatements will not discontinue your paper statements. You may request to suppress paper statements for deposit accounts only by visiting a local branch or contacting our Customer Solutions Center at 800-475-2265 or 401-348-1200.

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 email address for eStatement delivery, you may visit a local branch or contacting 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 are automatically enrolled for eStatements and can access the eStatements at any time within our Digital Banking Service. You will continue to receive paper statements for all deposit and loan accounts selected for eStatement delivery. You may choose to suppress paper statements for deposit accounts only. If you wish to suppress paper statements, visit your local branch or contact our Customer Solutions Center at 800-475-2265 or 401-348-1200 for assistance.

Statement Availability

If you choose to suppress deposit account paper statements, access to all statements will be available through the Bank's Digital Banking Service. If you choose to resume the delivery of paper statements for deposit accounts, please visit a local branch or contact the Customer Solutions Center at 800-475-2265 or 401-348-1200.

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 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 Business Fee Schedule is available by going to www.washtrust.com/disclosures and clicking on the Business 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 visiting your local branch or contacting our Customer Solutions Center at 800-475-2265 or 401-348-1200. Once you have withdrawn your consent, we will then discontinue the eStatements service for the accounts chosen and paper statements and disclosures will be resumed for paper statements that were previously suppressed. Conversion to paper statements and disclosures will occur 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 and request to suppress deposit account statements by any Owner/Authorized Signer, a paper statement will no longer be delivered. Loan accounts will continue to receive paper statements. 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 Digital Banking Service and should be kept confidential. We require that you change your password every 120 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 deposit account and loan account statements including important notifications that may appear on your statements in an electronic format. 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 Digital 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

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

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.

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.

1. Tell us your name, business name and account number (if any).
    - 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.
    - Tell us the dollar amount of the suspected error.

2. 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 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 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 SERVICE, REGARDLESS OF WHETHER YOU AUTHORIZED THEM OR IF THEY EXCEED THE LIMITS THAT YOU IMPOSED ON YOUR AUTHORIZED USER(S).

3. For payment requests from business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), we're liable only for damages required to be paid under UCC 4A. We'll never be liable for any exemplary, special, indirect, or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

ATTN: DIGITAL SERVICES
THE WASHINGTON TRUST COMPNAY
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

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 after we have sent the first statement on which the unauthorized transaction, problem or error appeared

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.

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: Privacy Policy

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, 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

Quicken® / QuickBooks® Direct Connect Terms of Service 8-2026

Quicken®/ QuickBooks® Direct Connect allows you to connect your eligible Washington Trust Consumer and Business Account(s) to your Quicken® or QuickBooks® financial management software **("Software").** These Terms of Service **("TOS")** govern the Direct Connect service **("Service")** that allow you to access your account information through the Software, use the Software to make payments to a person or business in the United States, and use the Software to transfer funds between your enrolled accounts.

The availability of the Service described in this TOS may vary depending on your version of the Software and the method you use to access the Service. These TOS are revised periodically and may include changes from earlier versions. By using the Service, you agree to the most recent version of this TOS, which is always available to you online. If you have any questions, please contact us as described at the end of this TOS.

GETTING STARTED

You must have a currently supported version of the Software with an active subscription (where applicable). We do not provide the Software and do not manage the log-in credentials or subscriptions (if any) for the Software. If you need help with the Software, you must contact customer service for the Software.

FINANCIAL MANAGEMENT SOFTWARE

The availability of the Service covered by the TOS does not imply our endorsement of the Software. We do not distribute or manage the Software needed to use the Service and make no representations regarding applicability for a particular purpose. All matters concerning the use of the Software are solely between you and the Software provider. We make no warranties and have no liability for any loss, damages, or expenses you incur because of your reliance upon the Software.

We do not control the Software and are not responsible for the availability, content, products, services, advertising, or other materials available within the Software. The Service is only available for versions of the Software that are being actively supported by the software manufacturer, and you are responsible for ensuring that your Software is up to date. You agree that any Software that you use is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device on which you use the Software, or for any loss or corruption of data that might occur as a result.

PRIVACY & SECURITY

Protecting your privacy is important to us. All information we gather from you in connection with using the Service will be governed by the provisions of our Privacy Policy which is available online or by calling us.

We will disclose information to third parties about your account or the transfers you make when it is necessary to complete the transfers you initiate using the Service, to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), to comply with government agency or court order, or if you give us written permission.

The privacy policy of the Software may provide less security than our websites, and we strongly encourage you to read the Software's privacy policy before sharing any of your personal financial information with the Software. You assume all risk associated with transferring or storing your account information in the Software.

Protect your log-in credentials
Prevent unauthorized access to your accounts by protecting the log-in credentials you use for the Software and any user ID and PIN you use for the Service. Prevent unauthorized access by logging out of the Software when you are finished.

If you give another person or business access to the Software and/or Service (either by sharing your log-in credentials or sharing access to the Software), you agree that each such third-party will be authorized to act on your behalf and will be bound by this TOS (and any separate agreement governing your account). We are not responsible for managing the authority of your third-party relationships, or the use of the Software and/or Service by an authorized third-party using your log-in credentials, user ID/PIN, or your device. Any activity performed using your credentials will be presumed to be authorized by you unless you tell us otherwise. If you have shared access to the Service or Software with a third-party, and wish to revoke that access, you must contact us to block access to the Service until we can update access credentials.

Contact us immediately if:
You believe that your user credentials to access the Service have been lost or stolen.
You believe that someone may attempt to use the Service without your consent.

MANAGING YOUR CONTACT INFORMATION
Your use of the Service may be limited, suspended, or terminated if you do not maintain accurate contact information or if we cannot verify your identity. Changes to your contact information and communication preferences may be made by contacting us.

Receiving email and other communications
If you provide us with an email address, you agree that we may communicate with you via email, and you further agree to notify us of any changes to your email address.

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system-from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur fees from your mobile services provider.

VIEWING YOUR ACCOUNT INFORMATION
The Service allows you to use the Software to download and view basic account information (such as the transactional history and account balances) of your connected accounts; some account information and account activity may not be available within the Software.

Use of the Service does not change your previously established communication preferences. Separate from using the Service, you will still receive your periodic account statements.
The Service is not a substitute for your official Washinton Trust periodic account statement or other bank correspondence. Any legal notices that normally accompany your statement will continue to be delivered to you in accordance with your account preferences.

ADDITIONAL TERMS OF USE

Fees and Charges

In addition to any subscription or software fees that may be assessed by the provider of the Software, 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.

Other agreements

This TOS is in addition to other agreements and disclosures that apply to your account(s). For example, when you access a deposit account using the Service, the terms and conditions of that deposit account continue to apply. If, however, there is a conflict between this TOS and other account terms that specifically reference the Service, your account disclosure provided by your financial institution, Washington Trust, will govern.

Equipment

You are responsible for and must provide all mobile devices, computers, and/or other equipment, software, and services necessary to use the Service. You may need additional software that can open PDF files to view, print, and/or save electronic versions of your documents.

Changes in terms of use

We reserve the right to modify this TOS at any time. You will receive notice in accordance with applicable law when any changes are made that materially affect your rights. By accessing your account and continuing to use the Service, you agree to the most recent version of this TOS.

Delay or suspension of service

We may suspend your access to the Service at any time, for any reason, and without notice. Reasons we may suspend or terminate your use of the Service include you close your account, suspicious account activity, or suspected abuse of terms outlined in this TOS. Until your account is reinstated for the Service, you will not be able to use the Service. Without limiting any other provision of this TOS, if we or any other Service Provider reasonably believes that your conduct in using the Service constitutes a "Threatening Condition" (including, but not limited to, violation of this TOS, violation of any applicable laws, rules, regulations, or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processed, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of the Service without notice.

No warranties

NEITHER WE, NOR SERVICE PROVIDERS, REPRESENTS OR WARRANTS THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF THE SERVICE, OR THE ERROR FREE USE OF THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND FREEDOM FROM A COMPUTER VIRUS.

IN THE EVENT 0F A SYSTEM FAILURE OR INTERRUPTION, YOUR DATA MAY BE LOST OR DESTROYED. YOU ASSUME THE RISK OF LOSS OF YOUR DATA DURING ANY SYSTEM FAILURE OR INTERRUPTION

AND THE RESPONSIBILITY TO VERIFY THE ACCURACY AND COMPLETENESS OF ANY TRANSACTIONS SO AFFECTED.

Limitation of liability: Indemnification

WITH THE EXCEPTION OF THE PROTECTIONS AGAINST ERRORS IN NO EVENT WILL WE OR ANY SERVICE PROVIDERS BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIM FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, C0NSEQUENIIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER CAUSED BY OR RESULTING FROM (1) THE USE OR THE INABILITY TO USE ANY THE SERVICE; (2) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION,COMPUTERVIRUS, LOSS OF DATA, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO YOUR INFORMATION; (3) ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH ANY OF THE SERVICE, OR (4) ANY OTHER FAILURE, ACTION, OR OMISSION.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR SERVICE PROVIDERS HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS, ACTIONS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) ARISING FROM (1) A THIRD-PARTY CLAIM, ACTION OR ALLEGATION OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO OR THROUGH ANY OF THE SERVICE; (2) ANY FRAUD, MANIPULATION OR OTHER BREACH OF THIS TOS BY YOU; (3) ANY THIRD-PARTY CLAIM, ACTION OR ALLEGATIONS BROUGHT AGAINST US ARISING OUT OF OR RELATING TO A DISPUTE WITH YOU OVER THE TERMS AND CONDITIONS OF AN AGREEMENT OR RELATED TO THE PURCHASE OF SALE OF ANY GOODS OR SERVICES; (4) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR (5) USE OF THE SERVICE OR USE OF YOUR ACCOUNT BY ANY THIRD PARTY. 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 WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. YOU WILL NOT SETTLE ANY ACTION OR CLAIMS ON OUR BEHALF WITHOUT OUR PRIOR WRITTEN CONSENT.

Waiver

We will not be deemed to have waived any of our rights or remedies under this TOS unless our waiver is in writing and signed by our authorized officer. No delay or omission on our part in exercising any rights or remedies will operate as a waiver. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability and headings

If any provision of this TOS is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision in that or any other jurisdiction.

The headings in this TOS are for convenience or reference only and do not govern the interpretation of provisions of the TOS.

Assignment

You may not assign your obligations under this TOS to any other party, and we will not honor any such assignment. We may assign this TOS, and you agree that we have the right to delegate to Service Providers all the rights and performance obligations that we have under this TOS, and that

the Service Providers will be third-party beneficiaries of this TOS and will be entitled to all the rights and protections that this TOS provides us.

Complete agreement
This TOS represents the sole and exclusive agreement between you and us regarding the Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding use of the Service.

Governing law
The TOS 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.

DEFINITIONS
The following definitions apply in this TOS:

The words "we," "our," and "us" mean The Washington Trust Company, respective affiliates, employees, successors, and assigns.

The words "you" and "your" mean each account owner and anyone else with access to the account to perform the transactions or receive the services covered by this TOS. If there is more than one owner, then these words mean each account owner separately and all account owners jointly.

"Business Account" means any account established for purposes other than personal, family, or household use. For example, an account established by a sole proprietor, a corporation, a partnership, a limited liability company, or any other business entity.

"Consumer" means a natural person, and does not include a corporation, limited liability company, or other entity.

"Consumer Account" means any means a demand deposit (checking), savings, or other consumer asset account established primarily for personal, family, or household purposes.

"Digital Services" means the digital financial services we make available online at Washington Trust | Your Local R.I. Bank & Financial Partner or through the Washington Trust mobile app.

"Service" means the Direct Connect service covered by these terms of use.

"Service Providers" means any processor or other third party that we have engaged in providing remittance capabilities, equipment, or other services in connection with the Service. This includes any agent, independent contractor, or subcontractor of any of the foregoing.

"Software" means the Quicken® or Quick Books® financial management software.

CONTACT US
Notice to us concerning the Site or the Service may be sent by postal mail to:

Washington Trust
23 Broad Street
Westerly, RI 02891

We may also be reached by email at info@washtrust.com or by phone at 401-348-1200 OR 800-475-2265 for questions and other purposes concerning the Service.

Quicken and QuickBooks are registered trademarks of Intuit, LLC.

YODLEE FASTLINK TERMS OF USE

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. The Arbitration, class action waiver, and related provisions contained in the Business Terms and Conditions of Your Account are incorporated into and made part of this Account Agreement by reference. Any dispute, claim, or controversy arising out of or relating to this Account Agreement shall be governed by and resolved pursuant to those arbitration provisions. In the event of any inconsistency between this Agreement and the Arbitration provisions of your account's Business Terms and Conditions, the Arbitration provisions of the Business Terms and Conditions shall control. By opening, maintaining, or using the Account, you acknowledge that you have received, reviewed, and agree to be bound by the Bank's Business Terms and Conditions, as amended from time to time. The Business Terms and Conditions are incorporated into this Agreement by reference and form an integral part of the agreement between Customer and Bank. Customer further acknowledges that the Business Terms and Conditions include provisions governing dispute resolution, including arbitration, that apply to your Account(s) and this Agreement.

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 nor Washington Trust will not 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.