

# Consumer Online & Mobile Services Agreement - Revision 12/2023



Updates since the last acceptance of the Consumer Online & Mobile Services Agreement:

- External Transfers will be processed through a new provider. [Click here](#) for details.

## SCOPE OF AGREEMENT

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

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

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

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

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

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

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

## Account Access

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

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

## The Service allows you to:

- View account balances
- View check images
- View monthly checking, and savings statements
- Place a stop payment on a single check or series of checks
- Review recent transactions
- Transfer money between accounts at the bank
- Transfer money between your accounts at the bank and your accounts at another bank\*
- Transfer money from your account to another person
- Make a payment on your loans with us
- Set up automatic transfers
- Establish Text Message and Email Alerts
- Download information to money management software\*
- Communicate with us via e-mail
- Pay and receive bills electronically via Bill Pay
- Deposit a check through Mobile Banking (Remote Deposit)
- Place a check order
- Request a new debit card or a replacement debit card\*
- Request a debit card limit increase\*
- Opt in or opt out of Extended Overdraft Privilege coverage\*
- Apply for a loan\*
- Request a change of address or phone number\*
- Enroll in our Add-It-Up program\*

- Direct connect to Quicken\*
- Change login credentials and one-time passcode security phone number(s)

\* Services not currently available through Mobile Banking

## ELECTRONIC COMMUNICATIONS AND ELECTRONIC STATEMENTS

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

Any electronic communication we send to you will be considered received within three (3) calendar days of the date sent by us to the email address you designate in your Settings, regardless of whether you log on to the Service within that time frame. To the extent permissible under Applicable Law, any electronic communication you send to us will not be effective until we receive and have had a reasonable opportunity to act on such email message. E-mail transmissions may not be secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers, passwords, account information, etc. via e-mail. You should not rely on email if you need to communicate with us on an immediate basis. We advise that you report all matters requiring immediate attention to us by visiting a branch location or calling the Customer Solutions Center at 401-348-1200 or 800-475-2265. We may, however, require you to provide us with a follow-up written confirmation of any verbal or electronic request or notice.

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

Method of Notification    Send To:

E-Mail                            info@washtrust.com

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

## AGREEMENT AND ACKNOWLEDGEMENT

By using the Service or authorizing others to use the Service, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by all the provisions of this Agreement and by all the agreements incorporated herein by reference that also govern your account(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.

Online Banking:

- You can only access the Service with certain browsers that have high security standards.
- If we do not recognize your computer, you will be asked to enter a one-time passcode and/or be presented with a CAPTCHA page (“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 to confirm access through voice call or text message response.
- The Service will automatically log off if prolonged periods of inactivity occur.

### ANTI-VIRUS AND MALWARE PROTECTION

You agree that we are not responsible for any electronic virus or malware that you may encounter using the Service and that you are solely responsible for protecting your internet connection and creating a tunnel for safe communication with our online website and mobile applications. If you suspect that your computer or mobile device has been infected with a virus or malware, you will contact us immediately by phone at 800-475-2265, email at [info@washtrust.com](mailto: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, Social Security Number (SSN), and an e-mail address. The browser software that you use must support the level of encryption employed by Washington Trust, a minimum of 128-bit encryption.

### ENROLLING IN AND USING THE SERVICE

Consumer Online Banking registrations may be submitted by an individual with a valid Social Security Number (SSN) over the age of 16 and holding at least one personal account (DDA, Savings, Money Market Account, or Loan) with us that is active, opened and in good standing. Minors between the ages of 13-17 that are eligible for our Student Checking account product may also qualify for enrollment to our Consumer Online Banking service, although certain restrictions and limitations to a Minor’s use of this service may apply to these account holders. Enrollments are processed from our website at [www.washtrust.com](http://www.washtrust.com). Confirmation emails are sent at the time of registration and at the time of approval to use the Service.

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

- Name
- Social Security Number
- Date of Birth
- Mother’s Maiden Name
- Address
- Email Address
- Username & Password. We recommend that your Username and Password not be easily associated with any personal information or be your email address. Our system will look to ensure that the Username you select is not already in use. If it is, you will be prompted to pick another username. Passwords expire every 365 days.

## INFORMATION AUTHORIZATION

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

## USERNAME AND PASSWORD

Upon successful enrollment in the Service, you will be provided with instructions that will grant you access to the Service. You are solely responsible for ensuring the confidentiality of your 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 Online Banking.
- Do logout from your Online Banking session when you are finished using it.
- Use anti-virus and malware protection software to keep your personal computer clean and free of viruses and malware.
- Review and reconcile your account activity on a regular, timely basis.

We recommend that your password not be easily associated with any personal information, such as your address, date of birth, 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 [www.washtrust.com](http://www.washtrust.com) 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 My Settings Section once logged in.

## LOST OR STOLEN Username and Password

Notify us immediately if you believe your Online 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  
23 BROAD STREET  
WESTERLY, RHODE ISLAND 02891  
ATTN: ONLINE SERVICES

E-Mail: [info@washtrust.com](mailto:info@washtrust.com)

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

## TRANSFER OF FUNDS

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

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

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

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

## Modifying or Reversing a Transfer Initiated through the Transfer Service

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

### b. External Transfers:

Please review the terms and conditions External Transfer Agreement for Consumer Accounts. These terms and conditions (the "Agreement"), between you, the depositor (hereafter "You") and your Financial Institution or its designated third party processor ("Financial Institution"), authorize Financial Institution to initiate credit and debit entries (each an "Entry") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules") on your behalf. Each Entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a financial institution with which You have a deposit relationship (an "External Account")

1. Transmittal of Requests for Entries By You: You shall transmit requests for transfers, either credit or debit Entries to Financial Institution via the forms and formats accessible on the Financial Institution's Online Banking Website or Mobile Application (herein after called the "Website"). Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on the Website to verify that you are authorized to transact business on the relevant External Account.
2. Security Procedure:
  1. You and Financial Institution shall comply with the security procedure requirements with respect to Entries transmitted by You to Financial Institution, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the

transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and You. Your verification that the Entry you submit on the Website is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry.

2. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant that no individual will be allowed to initiate transfers on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Website, the Online Services, or otherwise provided by the Financial Institution. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.
3. Compliance with Security Procedure:
  1. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by You, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. Financial Institution shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Website.
  2. If a request for an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by You, You shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.
4. Processing, Transmittal and Settlement by Financial Institution: Except as provided Section 5 Rejection of Entries, Financial Institution shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (vi) transmit such Entries as an Originating Depository Financial Institution to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules. Transfer requests originating from the utilized Financial Institution's account are generally received on the business day following the processing day. Transfer requests originating from an external account (outside of Financial Institution) are generally received on the third business day following the processing day.
5. Rejection of Entries: Financial Institution may reject any request for an Entry which does not comply with the requirements of Section 1, Transmittal of Requests for Entries by You, or Section 2, Security Procedures. Financial Institution may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with its account balance obligations under Section 9, The Account, or the security requirements and procedures on the Website or this Agreement. Financial Institution shall notify You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH or, its Effective Entry Date. Financial Institution shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry or the fact that such notice is not given at an earlier time than that provided for herein. Financial Institution may impose restrictions or terminate your ability to participate in the Service in the event of excessive

returns or any other practice it deems to constitute a risk. See Section 9, The Account, for information regarding not sufficient funds.

6. Cancellation or Amendment by You: You shall have no right to cancel or amend any request for an Entry after its receipt by Financial Institution. The Website will prompt you to verify the accuracy of each request prior to its transmission to Financial Institution. However, if such request is pending, but not transmitted to the ACH, Financial Institution shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not effected. You shall reimburse Financial Institution for any and all expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.
7. Notice of Returned Entries: Financial institution shall notify You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of the receipt of a returned Entry from the ACH no later than within a reasonable time after Financial Institution receives such notice. Except for an Entry retransmitted by You in accordance with the requirements of Section 1, Transmittal of Entries by You, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry. You shall reimburse Financial Institution for any and all expenses, losses, or damages Financial Institution relating to or in connection with any returned Entry.
8. Payment by You for Entries: You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External financial institution, by Financial Institution pursuant to this Agreement, is available in the applicable account at such time on the Settlement Date with respect to such Entry.
9. The Account: You shall at all times maintain a balance of available funds in the Account sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that Financial Institution may, without prior notice or demand, debit any account maintained by You with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement. Financial Institution will not re-attempt to debit the account if there are not sufficient funds. If there are not sufficient funds and you are transferring to a loan account, you must arrange for an alternative method of payment. Your depository financial institution may charge a fee if the attempt to debit is unsuccessful.
10. Account Reconciliation: Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Your periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and You. You agree to notify Financial Institution promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify Financial Institution of any discrepancy within thirty (30) days of mailing (or in the case of e-Delivery, making available by Financial Institution) of a periodic statement containing such information, You agree that Financial Institution shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against Financial Institution, except as limited by applicable law. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this Agreement, or your deposit Agreement with Financial Institution, Your Deposit Agreement shall control.
11. Your Representations and Agreements; Indemnity: With respect to each and every request for an Entry initiated by You, You represent and warrant to Financial Institution and agrees that (a) You are authorized to initiate such request for an Entry and hereby authorize Financial Institution to initiate each Entry requested by you to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry, in the amount provided (b) such authorization is operative at all relevant times, including without limitation (i) at the time you establish the pre-authorization on the Website, (ii) at the time you request an Entry, and (ii) at the time of transmittal or debiting by Financial Institution as provided herein, (c) requests for Entries transmitted to Financial Institution by You are limited to those types of Credit Entries set forth in



Section 1, Transmittal of Entries by You, (d) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, (e) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry, and (f) You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that You have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

12. Financial Institution Responsibilities, Liability, Limitations on Liability; Indemnity: In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. FINANCIAL INSTITUTION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. Financial Institution shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Financial Institution's agent. You agree to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that the Financial Institution is responsible for any act or omission of You or any other person described in this Section 12(a).

1. IN THE EVENT OF FINANCIAL INSTITUTION'S LIABILITY, FINANCIAL INSTITUTION SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL FINANCIAL INSTITUTION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE FINANCIAL INSTITUTION AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM FINANCIAL INSTITUTION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
2. Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's reasonable control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise violating any provision of any present or future risk control program of Financial Institution, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
3. Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that

Financial Institution is responsible for any act or omission of You or any other person described in Section 12(a).

13. Inconsistency of Name and Account Number: You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to Financial Institution is not excused in such circumstances.
14. Notifications of Change: Financial Institution shall notify You of all notifications of change received by Financial Institution relating to requests for Entries transmitted by You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing within a reasonable time after the receipt thereof.
15. Amendments: From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective upon receipt of notice by You or such later date as may be stated in Financial Institution's notice to You.
16. Notices, Instructions, Etc.:
  1. Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
  2. Financial Institution shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Website) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
17. Evidence of Authorization: You agree that your authorization provided on the Website is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize Financial Institution to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a pre-authorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.
18. Cooperation in Loss Recovery Efforts: In the event of any damages for which Financial Institution or You may be liable to each other or a third party pursuant to the services provided under this Agreement, Financial Institution and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
19. Termination: You may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of Financial Institution's rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.
20. Entire Agreement: This Agreement is the complete and exclusive statement of the agreement between Financial Institution and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and You with respect to the subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to You as a result of such violation or amendment. No course of dealing between Financial Institution and You will constitute a modification of this Agreement, the Rules, or the

security procedures or constitute an agreement between the Financial Institution and You regardless of whatever practices and procedures Financial Institution and You may use.

## LOAN PAYMENTS

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

## EXTERNAL LOAN PAYMENTS

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

### Overview

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

### Charges or Fees

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

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

### Accounts

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

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

YOU AGREE THAT THE WASHINGTON TRUST COMPANY SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) THE WASHINGTON TRUST COMPANY'S ACCESS TO THE ACCOUNTS; (2) THE WASHINGTON TRUST

COMPANY'S DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR EXTERNAL LOAN PAYMENT TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY EXTERNAL LOAN PAYMENT TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

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

### Accuracy of Information You Provide

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

### Frequency and Dollar Amounts of Transfers

The Washington Trust Company will limit your External Loan Payment transfer amount to \$19,999.99 ("Nineteen thousand nine hundred ninety-nine dollars and ninety-nine cents") per day per loan and no more than 5 payments in a 28-day rolling period, not to exceed a total of \$50,000.00 ("Fifty thousand dollars"). To initiate a loan payment using the External Loan Payment Transfer service, you must have a loan balance. You are prohibited from issuing a payment in excess of your loan balance amount or using the External Loan Payment service to pay off your loan. The Washington Trust Company may in its sole and absolute discretion from time to time, for security and risk management reasons, modify the limits, the frequency, and the dollar amount of External Loan Payment Transfers you can make using the External Loan Payment Transfer Service.

### Transfers Subject to the Rules of the Accounts

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

### Rejection of Transfers

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

### Authorization

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

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

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

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

- You acknowledge that you are authorized to initiate a debit from the account at the other Financial Institution.
- Your account at the Other Financial Institution will be debited (charged) and funds will be credited to The Washington Trust Company loan.
- You acknowledge that it is your responsibility to ensure that sufficient funds in the amount of the loan payment including any application fees are on deposit in your account at the other Financial Institution on the Payment date the Loan Payment Transfer is initiated. If funds are not available in your account at your other Financial Institution and the entry is returned, The Washington Trust Company will debit your Loan for the loan payment amount and it will be your responsibility to re-initiate the transaction or make a payment by other means.
- You understand that this payment transaction must comply with all applicable law.
- If the requested date of your External Loan Payment falls on a weekend or a holiday, the transaction will be processed on the next business day.
- You understand that payments scheduled for the same day or next day may still take a business day to process, and anything submitted after 3:45 pm ET will begin processing the next business day.
- The Washington Trust Company is relying on the information you entered. If the information is incorrect, the debit may be returned, which could result in your payment being late and additional fees or charges.
- Payment authorization will remain in effect until you cancel such payments through The Washington Trust Company External Loan Payment Service. To cancel a payment, click the "Cancel" link associated with the individual payment within the External Loan Payment section of the Online Banking prior to 3:45 pm ET on the Payment Initiation Date.

### Timing of External Loan Payment Transfers and Related Information

Before an External Loan Payment can be scheduled, the account at your other Financial Institution will need to be validated. The validation process can take up to three (3) business days and you will not be able to schedule a payment during this time. Once your account at your other Financial Institution is

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

## Scheduling Payments

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

## Canceling or Changing External Loan Payments

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

## Payment History

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

## Your Responsibility for Errors

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

## Security Procedures

You understand that the financial institution at which an account is maintained may contact The Washington Trust Company to verify the content and authority of funds transfer instructions, including

External Loan Payments, and any changes to those instructions. You consent to and understand that, as your agent, The Washington Trust Company may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account.

## Our Liability

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

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

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

## STOP PAYMENT REQUESTS

You may initiate stop-payment requests on a check or series of checks through online banking, our Mobile app, in any branch, or by calling us at 401-348-1200 or 800-475-2265. Any such request must be timely and reasonably describe the payment by the exact dollar amount of the payment, the check number and any other information that would assist us in identifying the payment. We must receive your request in such a way and in time for us to be able to act on it. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. Online stop payments are effective for 6 months after date accepted and automatically expire after that period unless renewed online or in writing. To revoke a stop payment a signature may be required by The Washington Trust Company.

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

Stop payments for payments initiated through Bill Pay should be handled by calling us at 800-475-2265, [info@washtrust.com](mailto:info@washtrust.com) or visit a local branch. We may require your signature on any stop payment request.

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

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

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

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

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

## **BILL PAY SERVICE**

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

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

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

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

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

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

You need to provide us with the:

- Complete name of the Payee (as shown on your invoice/most recent statement).



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

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

## Payment Method

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

## Scheduling Payments

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

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

You should schedule a payment to a new Payee at least 7 Business Days before any payment due date, to allow time to set up the Payee and verify information about your account with the Payee.

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

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

## Funds Availability

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

scheduled to be debited from your account other than on a Business Day, it will be debited from your account on the following Business Day.

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

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

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

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

## Canceling or Changing a Bill Payment

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

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

## E-Bills

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

## Our Liability

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

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

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

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days (20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days (20 Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. We will give you notice within two (2) Business Days of this credit. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account. Your account is considered a new account for the first 30 calendar days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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

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

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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

## Your Liability For Unauthorized Transfers

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

## MONEY MANAGEMENT END USER LICENSE AGREEMENT

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

**License Grant and Restrictions:** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Money Management Service ("Money Management") solely to manage your financial data.

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

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

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

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

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

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

enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

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

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

**Third Party Services:** In connection with your use of Money Management or any other services provided in connection with it, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third-Party Services. You agree that the third party is responsible for the performance of the Third-Party Services, and not The Washington Trust Company.

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

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

## 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

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

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

Your access to the Service will be suspended within 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.



## 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 NON-INFRINGEMENT. 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.

## PERSON TO PERSON (P2P) PAYMENT SERVICE TERMS AND CONDITIONS

**Should you decide to use the P2P feature of the Service, you acknowledge and agree to the following terms and conditions.**

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You") and The Washington Trust Company, of Westerly or its designated third party processor or service provider ("Washington Trust", "We", "Us"), in connection with the Person to Person Payment Service offered through our Mobile and Online Banking ("P2P", "P2P Payments", "PayItNow™", "PIN Transaction", "PIN Payment", "PIN Transfer", the "Service"). This Agreement applies to your use of the Service and any portion of the sites and/or application through which the Service is offered. The Service enables you to initiate a payment from your Account at Washington Trust to a Recipient's account at any U.S. financial institution. Although the ACH Network is often used to execute Payment Instructions for P2P Payments, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. P2P Payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein, and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules").

1. Eligibility: P2P Payments is offered to Washington Trust's Mobile and Online Banking customers aged 18 years and over or the age of majority in the customer's state of residence. Customers under the age of 18 may be eligible for use of the P2P Payments service if the underlying Washington Trust bank account is owned jointly with a legal adult who has agreed to be responsible for the account transactions initiated by the minor and can legally be bounded by the terms of this Agreement. Notwithstanding the foregoing, Washington Trust will allow minors aged 13 – 17 with active Student Checking account owned jointly with a parent, guardian or legal adult

over the age of 18 years, access to the P2P Payments service, based upon the Agreement of the parent, guardian or legal adult joint account owner's consent to be held liable for any claims, fees, expenses or damages arising from the minor's transactions, including minor's use of the P2P Payments service. By using P2P Payments, you represent that you meet the foregoing requirements for access to use of this service.

2. Initiating P2P Payment Instructions: All P2P Payment Instructions must be initiated through Online or Mobile Banking and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before You will be permitted to initiate a P2P Payment instruction, You will be required to agree to this Agreement, and follow the procedures set forth on our Mobile and Online Banking application sites.
3. Security Procedure:
  - a. You shall comply with the security procedure requirements ("Security Procedures") with respect to P2P Payment Instructions initiated by You, as well as those required in connection with our Online and Mobile Banking applications. You agree to take full and final responsibility for any and all errors relating to or concerning a P2P Payment Instruction.
  - b. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of P2P Payment Instructions. You warrant that no individual will be allowed to initiate P2P Payments on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the Security Procedures and all passwords, codes, security devices, and related instructions relating to your account, Online and Mobile Banking, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Washington Trust immediately. The occurrence of unauthorized access will not affect any P2P Payments made in good faith by Washington Trust prior to receipt of such notification plus a reasonable time period thereafter for Washington Trust to act on such notice.
  - c. **ANY P2P PAYMENT INSTRUCTIONS AND/OR TRANSACTIONS AUTHORIZED BY YOU THROUGH THE SERVICE CANNOT BE DISPUTED. WASHINGTON TRUST DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE WITH THE P2P 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). YOU MAY NOT BE ELIGIBLE FOR CONSUMER PROTECTIONS FOR TRANSACTIONS AUTHORIZED UNDER THIS P2P SERVICE, INCLUDING BUT NOT LIMITED TO THOSE PROTECTIONS PROVIDED UNDER REGULATION E.**
4. Compliance with Security Procedure:
  - a. If a request for a P2P Payment (or a request for cancellation or amendment of a P2P Payment) received by Washington Trust purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Washington Trust, and Washington Trust shall initiate the P2P Payment on your behalf and, except as limited by applicable law, You shall be obligated to pay Washington Trust the amount of such P2P Payment even though the P2P Payment (or request) was not authorized by You, provided Washington Trust accepted the P2P Payment in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such P2P Payment. Washington Trust shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the Online or Mobile session associated with the initiation of a request for a P2P Payment matches the password associated with Your Account on Online or Mobile Banking.
  - b. If a request for a P2P Payment (or request for cancellation or amendment of a P2P Payment) received by Washington Trust was transmitted or authorized by You, You shall

pay Washington Trust the amount of the P2P Payment, whether or not Washington Trust complied with the Security Procedure with respect to that P2P Payment and whether or not that P2P Payment was erroneous in any respect or that error would have been detected if Washington Trust had complied with such Security Procedure.

5. Payment Authorization and Remittance:

- a. By providing Washington Trust with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize Washington Trust to follow the P2P Payment Instructions that Washington Trust receives through the P2P Service.
- b. When Washington Trust receives a P2P Payment Instruction from You, you authorize Washington Trust to debit your Account and remit funds on your behalf. You also authorize Washington Trust to credit your Account for the receipt of payments returned to Washington Trust because the processing of your P2P Payment Instruction could not be completed.
- c. Washington Trust will use commercially reasonable efforts to complete all your P2P Payment Instructions properly. However, Washington Trust shall incur no liability if Washington Trust is unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - i. If, through no fault of Washington Trust, the Account does not contain sufficient funds to complete the P2P Payment Instruction or the P2P Payment Instruction would exceed the credit limit of your overdraft Account;
  - ii. P2P Payment is not working properly and you know or have been advised by Washington Trust about the malfunction before you execute the P2P Payment Instruction;
  - iii. The payment is refused or returned by Recipient or Recipient's financial institution;
  - iv. You have not provided Washington Trust with the correct information, including but not limited to the correct P2P Payment Instructions or Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P Payment Instruction; and/or
  - v. Circumstances beyond Washington Trust's control (including, but not limited to, fire, flood, network or system downtime, issues with the financial institution or interference from an outside force) which prevent the proper execution of the P2P Payment Instruction.
- d. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the P2P Payment Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom You are attempting to send the P2P Payment Instruction), and for informing Washington Trust as soon as possible if they become aware that this information is inaccurate. Washington Trust will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but Washington Trust does not guarantee such stoppage or recovery and bears no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
- e. You agree that your authorization provided in Online or Mobile Banking is conclusive evidence that with regard to each P2P Payment, You authorize and are empowered to authorize Washington Trust to submit the P2P Payments on your behalf.
- f. **THIS SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY**

**TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST,  
NOR TO RECIPIENTS ENGAGED IN ILLEGAL ACTIVITIES.**

6. Your Representations and Agreements; Indemnity:

With respect to each and every request for a P2P Payment initiated by You, You represent and warrant to Washington Trust and agree that:

- a. You are authorized to initiate such request for a P2P Payment and hereby authorize Washington Trust to initiate each P2P Payment requested by You in the amount provided that:
  - i. Such authorization is operative at all relevant times, including without limitation:
    1. at the time you establish the pre-authorization on Online or Mobile Banking,
    2. at the time you initiate a P2P payment, and
    3. at the time of transmittal or debiting by Washington Trust as provided herein.
- b. Your P2P Payments are not prohibited as set forth in Section 7. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by Office of the Foreign Assets (“OFAC”), and
- c. You shall comply with and perform all of your obligations described in any other applicable Washington Trust Account Agreements and any other documents and/or disclosures related to your Washington Trust account(s).

You shall indemnify Washington Trust against any loss, liability or expense (including attorneys’ fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

7. Prohibited Payments: This service allows you to send money using your Washington Trust account(s). Washington Trust reserves the right to suspend or terminate your use of the P2P Payment service for any purpose that in our sole discretion may subject Washington Trust to reputational harm, brand damage and/or actual legal liability. Furthermore, the following types of payments are prohibited through our P2P Payment Service, and Washington Trust has the right, but not the obligation, to monitor for, block, cancel and/or reverse such payments:

- a. Payments to persons or entities located in prohibited territories (including any territory outside of the United States); and/or
- b. Payments that violate any law, statute, ordinance or regulation. Washington Trust reserves the right to suspend or terminate your use of this service if in our sole discretion we believe it has been used for payments related to illegal activity and/or suspected illegal activity by you.

Payments related to gambling, gaming and/or any other activity with an entry fee and a prize;

In no event shall Washington Trust or its independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. Washington Trust has no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not Washington Trust’s. You shall provide Washington Trust notice of any violations of this Section 7 or this Agreement generally.

8. Washington Trust's Responsibilities, Liability, Limitations on Liability; Indemnity:

In the performance of a P2P Payment, Washington Trust shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. WASHINGTON TRUST SHALL BE RESPONSIBLE ONLY FOR PERFORMING P2P PAYMENTS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE P2P PAYMENT SERVICES. Washington Trust shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any P2P Payments initiated by You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a P2P Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Washington Trust's agent. You agree to indemnify Washington Trust against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that Washington Trust is responsible for any act or omission of You or any other person described in this Section 8 or otherwise under this Agreement.

- a. IN THE EVENT OF WASHINGTON TRUST'S LIABILITY, WASHINGTON TRUST SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WASHINGTON TRUST BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY WASHINGTON TRUST AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM WASHINGTON TRUST'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
- b. Without limiting the generality of the foregoing provisions, Washington Trust shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Washington Trust's reasonable control. In addition, Washington Trust shall be excused from failing to transmit or delay in transmitting a P2P Payment if such transmittal would result in Washington Trust having exceeded any limitation upon Washington Trust's intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Washington Trust's reasonable judgment otherwise violating any provision of any present or future risk control program of Washington Trust's, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

9. Inconsistency of Name and Account Number: You acknowledge and agree that, if a P2P Payment describes the Recipient inconsistently by name and/or account number, P2P Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the P2P Payment to Washington Trust is not excused in such circumstances.

10. Amendments:

From time to time Washington Trust may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective at the time they are 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. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, 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 limit access to only the Service's more recent revisions or enhancements.

11. Service Changes and Discontinuation:

We may modify or discontinue the P2P Service, with or without notice, without liability to you, any other user or any third party, at any time. We reserve the right, subject to applicable law, to terminate your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or Conditions contained herein, or if you provide us with false or misleading information or interfere with other users or the administration of the P2P Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce.

12. Notices and Instructions:

- a. Except as otherwise expressly provided herein, Washington Trust shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
- b. Washington Trust shall be entitled to rely on written notice or other written communication (including, and without limitation, electronic information entered on the Online and/or Mobile Banking sites) believed by Us, in good faith, to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been executed by You.

13. Cooperation in Loss Recovery Efforts:

In the event of any damages for which Washington Trust or You may be liable to each other or a third party pursuant to the services provided under this Agreement, Washington Trust and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

14. Entire Agreement:

This Agreement, together with the other agreements governing your use of Online and Mobile banking and your Account(s) (including, without limitation, the agreement(s) between Washington Trust and You governing the Account(s)) is the complete and exclusive statement of the agreement between Washington Trust and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Us and You with respect to the subject matter. In the event performance of the P2P Services provided herein, in accordance with the terms of this Agreement, would result in a violation of any present or future law, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such law, regulation or government policy, and We shall incur no liability to You as a result of such violation or amendment. No course of dealing between Us and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Us and You regardless of whatever practices and procedures We and You may use.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.

For additional information and terms regarding your Account(s), please reference your current Consumer Term and Conditions of Your Account and/or Business Terms and Conditions of Your Account with The Washington Trust Company, of Westerly.