

# Consumer Digital Banking Agreement

(Online and Mobile)



# TABLE OF CONTENTS

<b>Scope</b>	<b>4</b>
<b>Enrollment/ Application Forms</b>	<b>4</b>
<b>Your Responsibilities</b>	<b>4</b>
<b>Eligible Washington Trust Bank Accounts</b>	<b>4</b>
<b>Access Codes</b>	<b>4</b>
<b>Consumer Liability</b>	<b>5</b>
<b>Contact In Event of Unauthorized Transfer</b>	<b>5</b>
<b>Errors And Questions</b>	<b>5</b>
<b>Fees</b>	<b>6</b>
<b>Business Days and Hours of Operation</b>	<b>6</b>
<b>Digital Banking Services</b>	<b>6</b>
<b>Account Information</b>	<b>6</b>
<b>Alerts</b>	<b>6</b>
<b>Bill Payment</b>	<b>7</b>
How Bill Payments Are Made	7
Processing Bill Payments	7
Adding Payees	8
Cancelling Bill Payments	8
<b>Card Management</b>	<b>8</b>
<b>Financial Insights – Terms and Conditions of Use</b>	<b>8</b>
Monitoring By Washington Trust Bank	8
Information Provided by You or Linked from Your External Accounts	9
Information Made Available Through This Service	9
Disclaimer of Third-Party Information	9
<b>Mobile Banking</b>	<b>10</b>
Eligibility	10
<b>Mobile Deposit</b>	<b>10</b>
Eligible Items	10
Endorsements and Procedures	10
Receipt of Items	11
Funds Availability Cut-Off Times	11
Deposit Limits	11
Presentment	11
Image Quality	11
Disposal of Items	11
Representations and Warranties	12
<b>Statements</b>	<b>12</b>
<b>Stop Payments</b>	<b>12</b>
Right to Stop Payment and Procedure for Doing So	12
<b>Internal Transfers</b>	<b>13</b>

<a href="#"><u>External Transfers</u></a> .....	13
<a href="#"><u>Browser and Operating System Compatibility</u></a> .....	13
<a href="#"><u>Account Information Disclosure</u></a> .....	13
<a href="#"><u>Third Parties</u></a> .....	14
<a href="#"><u>Third-Party Websites and Agreements</u></a> .....	14
<a href="#"><u>Third-Party Applications and Aggregation Services</u></a> .....	14
<a href="#"><u>Providing Us Instructions</u></a> .....	14
<a href="#"><u>Termination or Discontinuation of Services</u></a> .....	15
<a href="#"><u>System Outages, Slowdowns and Capacity Limitations</u></a> .....	15
<a href="#"><u>Privacy</u></a> .....	15
<a href="#"><u>Security</u></a> .....	15
<a href="#"><u>Authorization; Consent to Use of Data</u></a> .....	16
<a href="#"><u>Ownership and License</u></a> .....	16
<a href="#"><u>Restrictions</u></a> .....	16
<a href="#"><u>No Unlawful or Prohibited Use</u></a> .....	17
<a href="#"><u>Proprietary Content</u></a> .....	17
<a href="#"><u>Disclaimer of Warranties; Our Responsibility and Limitation of Liability</u></a> .....	17
<a href="#"><u>Indemnification</u></a> .....	18
<a href="#"><u>Waivers and Assignment</u></a> .....	18
<a href="#"><u>Changes to This Agreement</u></a> .....	19
<a href="#"><u>Governing Law</u></a> .....	19
<a href="#"><u>General</u></a> .....	19

## SCOPE

This Agreement applies to your use of our personal Digital Banking Services, including the WTB Online app and associated WTB Online services, which permits you to access your accounts with us via the internet for services selected by you and agreed upon by us (“Digital Banking”). This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms “you” and “your” refer to each authorized signer on an account accessible by Digital Banking, and the terms “us,” “we,” “our,” and “WTB” refer to Washington Trust Bank. By using Digital Banking, you agree to abide by the terms and conditions of this Agreement and acknowledge your receipt and understanding of the disclosures contained in this Agreement.

This Agreement is in addition to and separate from your account agreements, credit or loan agreements, the eSign disclosure, and other service agreements with us, all of which continue in full force and effect. Please take the time to read and understand those agreements. If you need copies of any agreement, please contact our Priority Service team at 800.788.4578.

## ENROLLMENT/APPLICATION FORMS

To establish Digital Banking, you will complete certain enrollment screens or other documents evidencing your desire to access your accounts using WTB Online. The specific services available to you are identified in the Digital Banking Services section of this Agreement. Your completion of the enrollment screen constitutes your agreement to the terms of this Agreement.

## YOUR RESPONSIBILITIES

To access our Digital Banking Services, you will need a computer or mobile device and software that are capable of interfacing with our Digital Banking Application. You are responsible for selecting all systems, hardware, and your internet service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of internet service provider and systems and computer services.

You are responsible for all electronic funds transfers and electronic payments you make using Digital Banking. If you permit other persons to use the Digital Banking or your username or password, you are responsible for all electronic funds transfer transactions they make from your Accounts. You are liable for all transfers, payments, and activity that you make or are made by any other user, even if such user exceeds your authority or is not an authorized signer on your Account. You must notify us immediately if you believe any of your Accounts were accessed or your password was used without your permission. If you are an individual and use your Account for personal, family, or household purposes, important limitations on your liability for unauthorized electronic funds transfers and other electronic errors that are covered by Regulation E (12 C.F.R. Part 1005) are explained in our Electronic Funds Transfer Disclosure Statement in the Deposit Account Disclosure. **However, if you use Digital Banking for any business activity, you assume all risk of loss for unauthorized transfers and payments, and you must establish your own internal security procedures for employees you authorize to use Digital Banking and to prevent all unauthorized use by other employees or persons.**

## ELIGIBLE WASHINGTON TRUST BANK ACCOUNTS

To access your account(s) through WTB Online you must have at least one eligible account with us. For purposes of this Agreement, eligible accounts may include: checking accounts, savings accounts, certificates of deposit, credit accounts, loan accounts, and other financial account types that may be available at a later date. (You will be notified when this occurs.)

## ACCESS CODES

To access Digital Banking, you must obtain a unique username and password. The password has the same effect as your signature to authorize transactions. You agree to keep the password private, not to record the password or otherwise disclose, or make the password available to anyone. Anyone to whom you disclose your password and anyone who has access to your password will have full access to the services you can perform in WTB Online,

including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your password with your permission, you will be responsible for all future transactions performed by that person whether or not authorized by you.

## CONSUMER LIABILITY

Contact us immediately if you believe your password has been lost, stolen, or otherwise become available to an unauthorized person. Telephoning is the best way of keeping your possible losses down (see below on how to contact us). We may suspend or cancel your Digital Banking even without receiving such notice from you if we suspect your Digital Banking is being used in an unauthorized or fraudulent manner.

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you, you may not receive back any money you lost after the 60 days, and therefore, you could lose all the money in your account plus your maximum overdraft line of credit, if applicable, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason such as a long trip or hospital stay keeps you from giving the notice, we may extend the time periods.

## CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

Call us at:  
**800.788.4578**

or

Write to us at:  
**Washington Trust Bank**  
**P.O. Box 2127**  
**Spokane, WA 99210-2127**

## ERRORS AND QUESTIONS

In case of errors and questions about your Digital Banking Services, you should contact us as soon as possible by:

- (i) Calling us: 800.788.4578
- (ii) Writing us: Washington Trust Bank, P.O. Box 2127, Spokane, WA 99210-2127
- (iii) Sending us a secure message within WTB Online

It is essential that you review your account statement regularly. If you think that your statement is wrong or you need more information about a transfer listed on your statement, you must notify us no later than 60 days after the date on the first statement on which the problem or error appeared. When contacting us you must provide:

- (i) Your name and Account number;
- (ii) A description of the error or the transfer you think is in error and an explanation of why you believe it is in error or why you need more information;
- (iii) The dollar amount of the suspected error.

If you tell us anything under this Agreement orally, we may require you to send your statement in writing within 10 business days. If we ask you to put your complaint or inquiry in writing and we do not receive it within 10 business days, we may not credit your Account. You agree to assist us in the discovery and resolution of the issues related to errors and/or unauthorized use.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, it may take up to 45 business days to investigate your complaint or questions. If we decide to do this, we will credit your Account within 10 business days if the notice of error involved an electronic fund transfer for the amount you think is in error so that you have use of the money during the time it takes us to complete our investigation. If we determine that there was no error, we will reverse the previously credited

amount, if any, and we will send you written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## FEES

Washington Trust Bank does not charge a fee to access Digital Banking. However, normal account and/or activity charges are applicable, and you will be charged accordingly. We reserve the right to assess fees for Digital Banking in the future and if we do assess a fee, you will be provided reasonable notice as required by law.

The telecommunications carrier of your Eligible Mobile Device may impose an extra fee in order to make such Eligible Mobile Device 'wireless web enabled.' Usage of WTB Online through your telecommunications carrier's web services or other third-party provider's WiFi service may also result in additional data charges from your telecommunications carrier or other third-party provider.

## BUSINESS DAYS AND HOURS OF OPERATION

Our business hours are 9 a.m. to 5 p.m. (PT), Monday through Friday, excluding federal and state holidays.

Transfers can be initiated at any time but can only be posted on business days. Digital Banking is available 24 hours a day, 7 days a week, except during maintenance periods. If Digital Banking will not be accessible for an extended period of time, we will attempt to provide you with notice but cannot guarantee prior notice will be provided.

## DIGITAL BANKING SERVICES

Using your username and password, along with any additional authentication we may, at our sole discretion, choose to require, you can perform the following:

### Account Information

You can obtain specific information about your accounts, including:

- (i) Account balance information, loan payment due dates and maturity dates.
- (ii) Account activity including deposits and withdrawals.
- (iii) The ability to download your account information to specific file formats.

The transaction activity displayed through WTB Online is for informational purposes only and is not equivalent to the official statement information on our records. Our records shall control if there is any conflict with any information displayed on Digital Banking.

### Alerts

You will be able to set up alerts to be sent to the email address you have provided as your primary email address, a mobile device that accepts text messages, or a mobile device that can accept our mobile app alerts. If your mobile device or your email changes, you are responsible for informing us of the change. While Washington Trust Bank does not charge for the delivery of alerts, please be advised that text or data charges or rates may be imposed by your carrier. We try our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control, such as system failures or misdirected delivery. We do not guarantee the delivery or the accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to account activity on your Account or to delays or failure in delivery. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert, or any actions taken or not taken by you or a third party as a result of an alert or lack of alert receipt.

Because alerts are not encrypted, we will never include your passcode or a full account number. However, alerts may include your name and some information about your account. Depending on the type of alert, such information as account balance, transaction balance, and transaction information, including amount and location of an ATM

transaction, or the due date of a credit payment may be included. Anyone with access to your alerts will be able to see this information.

## Bill Payment

If you select the Bill Payment function, you can pay bills on an automatic recurring basis or periodically as you request. You must designate a Washington Trust Bank checking account as your Bill Payment Account. You need to provide us with the information we require to properly debit your designated Bill Payment Account and credit your account with the Payee (such information may include payee address, your account number with the payee, the payee's account and routing information, or payee contact information). We may refuse to allow you to designate a particular Payee or class of Payees.

### *How Bill Payments are Made*

You authorize us to make payments in one of two (2) ways. Most payments are made by electronic transmission to the Merchant/Payee you have designated. Electronic payments may be processed using a virtual credit card. If your Merchant/Payee charges to process credit card payments, it is possible to incur a fee as a result of this processing method. Any credit card processing fee resulting from virtual card processing that is not disclosed at the time your payment is scheduled will be reimbursed upon request with documentation of fee assessment. All other payments are made with a check to your designated Merchant/Payee. Funds for check payments will not debit your account until the check is presented by the Payee after your scheduled payment date. When more than one customer schedules a payment to the same Merchant/Payee, we may issue a consolidated check to the Merchant/Payee with an accompanying paper list, which includes each customer by name, the account number to be credited and the amount of each payment.

From time to time, we may receive instructions from a Payee that direct us, in order to ensure the timely processing of your Bill Payment, to send your Bill Payment to an address other than the one that you provided us or that direct us to make your Bill Payment electronically rather than by check to an account owned by the Payee at another bank. When we receive such Bill Payment instructions from the Payee, we may, in our sole discretion, follow those instructions with no further authorization from you.

Since Bill Payments may be processed in different ways, it is important for you to schedule your Bill Payments within the time frame specified below to ensure timely processing of your Bill Payment.

You may make Bill Payments in amounts up to a defined limit, which may vary by payee type and is subject to change without notice. For details regarding current limits, please contact Priority Service at 800.788.4578.

### *Processing Bill Payments*

Bill Payment requests, recurring or one time, received after 12 p.m. (PT) Monday through Friday or at any time on weekends and federal holidays will be processed the following business day. Recurring Bill Payments that fall on a day that is not a business day will be processed on the business day immediately preceding the scheduled Bill Payment date unless specifically requested otherwise.

When you schedule a Bill Payment using Digital Banking, you authorize us to withdraw the necessary funds from your Pay From account. For Bill Payment requests that are made by check, we deduct the amount of your Bill Payment from your Pay From account on the date it is presented by the payee. To help ensure that your Bill Payments arrive on time, you must schedule your electronic Bill Payments to be processed at least two (2) business days before the payment due date and check payments at least seven (7) business days before, or as stated in the delivery estimate presented in Digital Banking when scheduling your payment. This generally allows sufficient time for the Payee to receive and post your Bill Payment. If you do not have sufficient funds in your Bill Payment Account when a Bill Payment request is made, we may, in our discretion, refuse to process such Bill Payment or process such Bill Payment subject to the overdraft and non-sufficient fund provisions governing your Bill Payment Account. You are responsible for any non-sufficient funds and overdraft charges that apply if a Bill Payment is processed when there are insufficient funds in your Bill Payment Account.

## *Adding Payees*

A “Payee” is a person or business you are paying. When you add Payees to the Service, you must be sure to enter your account number and address as they appear on your payment stub or invoice where applicable.

Occasionally a Payee may choose not to participate in the Bill Payment services or may require additional information before accepting payments. Our service providers work with these Payees to encourage them to accept an electronic or check payment from us. If we are unsuccessful or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future payments to this Payee. In the unlikely event that this occurs, we will send you a notice. We may refuse to make payments to certain Payees (such as government agencies and/or Payees outside the United States).

## *Canceling Bill Payments*

You may cancel a pending Bill Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cut-off time on the date the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

### No Signature Required

When using the Bill Payment service, you agree that we, without prior notice to you, may debit your Bill Payment Account(s) to pay checks that you have not signed by hand or by a legally acceptable form of electronic signature (e.g., digital signature).

## **Card Management**

Card Management within WTB Online allows customers to set custom limits and controls on Washington Trust Bank credit and debit cards to either restrict transactions or trigger alerts. Controls may be based on, for example, transaction amount, merchant type, and transaction type.

You acknowledge and agree that each authorized user on your Washington Trust Bank credit card(s) may use Card Management or other similar services made available by Washington Trust to set or change custom limits and controls.

## **Financial Insights – Terms and Conditions of Use**

Financial Insights within WTB Online allows customers to link external accounts to view balance and transaction information, create and manage goals and budgets, categorize and track spending, project cash flow, and track net worth.

The terms of WTB's Privacy Policy, this Consumer Digital Banking Agreement, and other relevant agreements also apply to your use of the Financial Insights services, and their terms are made a part of these Financial Insights Terms and Conditions of Use (“Terms and Conditions of Use”) by this reference. By accessing, browsing, downloading, using, or registering to receive any Financial Insights Content or Financial Insights Services, you acknowledge that you have read and understand the terms and conditions of the incorporated agreements and that you accept and agree to be bound by them in full. If you do not agree to the terms and conditions of the incorporated agreements, stop using the Financial Insights Services immediately.

## *Monitoring by Washington Trust Bank*

Your use of the Financial Insights Services may be monitored by us, and the resultant information may be used by us for our internal business purposes or in accordance with the rules of any applicable regulatory or self-regulatory organization.



## *No Determination of Suitability has Been Made; Not All Risks are Disclosed; Private Advisors Should Be Consulted*

The tools provided by and information from the Financial Insights Services are general in nature and for educational and informational purposes only and are designed to provide an overview of your financial situation and to identify what steps, if any, may be helpful to meet your particular investment needs, goals, and other specific objectives. Any reliance upon the tools or information provided is at your sole risk.

The fact that we have made the Financial Insights Services available to you constitutes neither a recommendation that you enter into a particular transaction nor a representation that any product described is suitable or appropriate for you. Neither we nor our third-party providers are financial planners, investment advisors, or tax advisors for the purposes of your use of Financial Insights. You should neither construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts, and you may want to consult your business advisor, attorney, and tax and accounting advisors concerning any contemplated transactions.

## *Information Provided by you or Linked From your External Accounts*

We cannot verify and are not responsible for the accuracy or completeness of information you provide or information regarding assets that you hold at other financial institutions nor can we verify the accuracy or completeness of any manually entered or aggregated information. Please consult the source institution's website or your official account statement for information regarding the most up-to-date and accurate values of your account balance, positions, and transactions.

**NOTICE: Unsettled transactions and positions held or valued in foreign currency affect the accuracy of account balances.**

Account balances may be overstated or understated as a result of transactions pending settlement. Balance information does not reflect positions held or valued in foreign currencies unless such positions are manually entered.

## *Information Made Available Through This Service*

You are permitted to store, display, analyze, modify, reformat, and print the information made available to you via these services only for your own use. You are not permitted to publish, transmit, or otherwise reproduce this information in whole or in part in any format to any third party without the express written consent of us. In addition, you are not permitted to alter, obscure, or remove any copyright, trademark, or any other notices that are provided to you in connection with the information. We reserve the right at any time and from time to time, in the interests of our own editorial discretion and business judgment, to add, modify, or remove any of the information.

These Terms and Conditions of Use are not intended to and will not transfer or grant any rights in or to the information other than those which are specifically described herein, and all rights not expressly granted herein are reserved by us or the third-party providers from whom we have obtained the information. You are required to read and abide by any additional terms and conditions that may be posted on this service from time to time concerning information obtained from specific third-party providers. Such third-party providers shall have no liability to you for monetary damages on account of the information provided to you via this service.

## *Disclaimer of Third-Party Information*

To the extent that any information, material, or functionality is provided by third-party content providers ("Third-Party Materials"), we have no editorial control or responsibility over such Third-Party Materials. Therefore, any opinions, statements, products, services, or other Third-Party Materials are those of the applicable third-party suppliers. We do not represent or endorse the accuracy or reliability of any opinion, statement, or other information provided by any third party, including any Submissions, or represent or warrant that your use of any Third-Party Materials will not infringe rights of third parties not owned by or affiliated with us.

## Mobile Banking

### *Eligibility*

When you enroll in Digital Banking, you will automatically have access to our WTB Online Mobile Application (WTB Online app) for use on any compatible iPhone® or other mobile device operating on Apple's iOS® mobile operating system or any compatible mobile device operating on the Android™ operating system. (Each of these is an "Eligible Mobile Device"). By identifying a cellphone, smartphone, or other device as an Eligible Mobile Device for use with WTB Online, we do not recommend, endorse, or make any representation or warranty of any kind regarding the performance or operation of such a device. You are solely responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance, and costs associated with such device with your telecommunications carrier. iPhone® and iOS® are trademarks of Apple Inc. Android™ is a trademark of Google Inc. Use of this trademark is subject to Google permissions ([google.com/permissions](http://google.com/permissions)).

The WTB Online app is designed to supplement the Digital Banking Service. The transaction activity displayed through the WTB Online app is for informational purposes only and is not equivalent to the official statement information on our records. Our records shall control if there is any conflict with any information displayed in WTB Online.

## Mobile Deposit

WTB Online's remote deposit capture feature, called Mobile Deposit, is designed to allow you to make deposits to your eligible Digital Banking accounts ("Eligible Account") by scanning checks and delivering the image and associated deposit information to us. Eligibility is determined on an account-by-account basis. We may, in our sole discretion, change the eligibility requirements for Mobile Deposit without prior notice.

We reserve the right to change, suspend, or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, at any time and without any prior notice to you. Except as expressly provided in this Agreement, deposits made through Mobile Deposit are subject to all limitations and terms set forth in your Deposit Account Disclosure as they may be modified from time to time, including, but not limited to, deposit acceptance, crediting, collection, endorsement, processing order, and errors.

### *Eligible Items*

You agree to scan and deposit only "checks," as that term is defined in Federal Reserve Regulation CC ("Reg CC"), and only those checks that are permitted under these Terms of Use or such other items as we, in our sole discretion, may elect to accept for deposit. You agree that the image of the scanned check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use Mobile Deposit to scan and deposit any checks or other items as follows: (i) checks or items payable to any person or entity other than you or to you and another party; (ii) checks or items containing alteration of any of the fields on the front of the check or item, including the MICR line or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (iii) checks or items previously converted to a substitute check as defined in Reg CC; (iv) checks or items drawn on a financial institution located outside the United States; (v) checks or items that are remotely created checks as defined in Reg CC; (vi) checks or items not payable in United States currency; (vii) checks or items dated more than six (6) months prior to the date of deposit; (viii) checks or items on which a stop payment order has been issued or for which there are insufficient funds; or (ix) checks or items otherwise prohibited by our current procedures relating to Mobile Deposit or which are otherwise not permitted under the terms of the Deposit Account Disclosure. Please see the Deposit Account Disclosure for further information regarding permitted and prohibited items for deposit.

### *Endorsements and Procedures*

You agree to restrictively endorse any item transmitted through Mobile Deposit by writing "For Mobile Deposit Only at Washington Trust Bank" after your signature or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. You also agree to furnish any information in your possession that we may request regarding a check or item presented for deposit or deposited through Mobile Deposit. You further agree to cooperate with us in the investigation of any unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and

without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

### *Receipt of Items*

We reserve the right to reject an item transmitted through Mobile Deposit at our discretion. We are not responsible for checks or items we do not receive in accordance with this Agreement or for items that are dropped or damaged during transmission. An image of a scanned item is deemed received when you receive confirmation from us that we have received the image. Receipt of such information does not mean that the transmission was error free, properly processed, or complete or that funds will be credited for that check or item. You agree we are not liable for any loss, costs, or fees you may incur as a result of a chargeback of an ineligible item. By using Mobile Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. You agree that we bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

### *Funds Availability Cut-Off Times*

We will make funds available for checks and items received, accepted, and successfully processed through Mobile Deposit in accordance with our standard Funds Availability Policy as outlined in your Deposit Account Disclosure. Deposits made using Mobile Deposit to an Eligible Account after 8 p.m. (PT) on any business day will be considered received by us on the next business day.

### *Deposit Limits*

We reserve the right at any time in our discretion to impose limits on the amount(s) and/or number of deposits you may make over a certain period of time. If you attempt to make a deposit in excess of your limit, your deposit may be rejected. If you are permitted to make a deposit in excess of your limit, such deposit is still subject to this Agreement, and we are not obligated to accept a similar deposit at other times. Individual deposits are subject to daily and monthly limits, which may change at our discretion without prior notice. Limits may be presented within the WTB Online app or requested by phone by calling Priority Service at 800.788.4578. To continue to be eligible to use Mobile Deposit, you may not have overdrafts or returned checks deemed excessive by us in our sole discretion.

### *Presentment*

The manner in which checks or items are cleared, presented for payment, and collected shall be in our sole discretion as set forth in the Deposit Account Disclosure.

### *Image Quality*

The scanned image transmitted to us using Mobile Deposit must be legible. The image quality of the check or item must comply with the standards established from time to time by the American National Standards Institute or any higher standard set by us and with requirements set by any clearing house used by us or regulatory agency with authority over us.

### *Disposal of Items*

You agree to retain any check or item submitted through Mobile Deposit for 14 days after you have received confirmation from us that we have received your deposit ("Retention Period"). After the Retention Period, you agree to destroy the scanned check you presented for deposit, prominently mark it "VOID," or otherwise render it incapable of further transmission, presentment, or deposit. You agree to promptly provide the check to us during the Retention Period, if requested. You agree never to represent to us or any other party a check or item that has been deposited through Mobile Deposit unless you are notified by us that the check or item will not be accepted for deposit through Mobile Deposit.

### *Representations and Warranties*

You represent and warrant to us that: (i) you will only submit eligible checks and items, and all checks or items will include all signatures required for their negotiation(s); (ii) you will not transmit duplicate items nor will you deposit or negotiate or seek to deposit or negotiate any previously transmitted check or item with any third party; (iii) images will

meet our image quality standards in effect at that time; (iv) all information you provide to us is accurate and true, including that all images submitted through Mobile Deposit accurately reflect the front and back of the check or item at the time it was scanned; (v) you will use Mobile Deposit only for your own deposits and will not allow use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party; (vi) you will comply with the terms of this Agreement and all applicable laws, rules, and regulations; (vii) you are not aware of any factor which may impair the collectability of any item; and (viii) you agree to indemnify and hold us harmless from any loss or breach of the foregoing representations or warranties.

## Statements

All payments, transfers, and/or fees incurred will appear on your monthly account statement. The payee name, payment amount, and date of the payment will be shown for each payment made through Digital Banking during that statement cycle. Please refer to your Deposit Account Disclosure for more information about your statement.

We offer you the ability to replace your mailed paper Account statement with an electronic text document that you can view and save to your computer or print at your convenience. You may apply for eStatements and eNotices by enrolling in Digital Banking Services and then following prompts within the Statements screen. For Accounts with multiple owners, only one account owner needs to enroll the Account for eStatements and eNotices. Once an Account is enrolled, we will no longer mail paper account statements to you. At the Bank's discretion, we will terminate your Digital Banking Services for inactivity after 12 months. If you are enrolled to receive eStatements at the time of Service(s) cancelation, you will begin to receive and be charged for paper statements. Please refer to the Deposit Account Disclosure and Price List for further information.

After enrollment, a periodic eStatement and any legal disclosures or notices will be provided to you through our Digital Banking Application. You will be able to view, print, and/or save the eStatement and eNotices to your computer, including the current month's eStatement and previous eStatements up to a maximum of 12 months from the current statement date. You must view your current eStatement and eNotices within five (5) days of the email notification that it is available. You may cancel the eStatement and eNotices for any Account and resume receiving paper statements at any time by contacting Priority Service at 800.788.4578. You will resume receiving paper statements in the mail beginning with the next statement.

## Stop Payments

A stop payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item, and the payee. We will honor a stop payment request by the person who signed the particular item and by any other person, even though such other person did not sign the item if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop order may be made by any person who is authorized to draw checks against the account. Stop payment requests for check items, including those issued through the Bill Payment service, may be added within WTB Online. Any stop payment request initiated using the Stop payments screen through WTB Online will be mailed a confirmation of the stop payment. The confirmation notice will be mailed to the account address in our files. If you or another authorized account owner have opted to receive statements and notices electronically for the account to which the stop payment applies, notice may instead be made available through WTB Online.

### *Right to Stop Payment and Procedure for Doing So*

Stop payment requests for check items may be submitted through WTB Online. If you have instructed us to make regular preauthorized transfers out of your account, you may request to stop these payments by calling us at 800.788.4578 or writing to:

Washington Trust Bank  
P.O. Box 2127  
Spokane, WA 99210-2127

Refer to our current fee schedule for charges.

## Internal Transfers

You may transfer funds between Washington Trust Bank accounts. Permissible funds transfers include:

- Transfers from checking to checking
- Transfers from savings to savings
- Transfers from checking to savings
- Transfers from savings to checking
- Transfers from checking to money markets
- Transfers from savings to money markets
- Transfers from money markets to checking
- Transfers from money markets to savings
- Transfers from money markets to money markets

A transfer of funds between any of these accounts may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. You agree to transfer funds only from accounts that have sufficient funds to complete a transfer and understand that a transfer from an account with insufficient funds may not be completed or may result in a fee.

Transfers to or from loan account types may also be available as applicable for purposes of loan payment and advance per the terms of the loan and our discretion.

We can process an internal funds transfer on the same business day as your instructions if we receive your instructions before our Digital Banking cut-off hour of 9 p.m. (PT) on a business day. If we receive your instructions after the end of our business day, we may process the transaction on our next business day.

## External Transfers

You may make one-time or recurring external transfers between your Washington Trust Bank checking, savings, or money market accounts and an individual or joint checking or savings account you have with another financial institution and for which you are an account owner. You agree that we may use whatever verification methods we deem appropriate to establish your ownership of the external account, including transmission of small deposit amounts (micro-deposits) to the external account, which we may subsequently debit. You agree to transfer funds only from accounts that have sufficient funds to complete a transfer and understand that a transfer from an account with insufficient funds may not be completed or may be subject to fees. External transfers are limited to five (5) transactions per day in amounts totaling up to \$5,000 in aggregate. If we receive your instructions before 4:30 p.m. (PT) on a business day, your Washington Trust Bank account will be debited on that day. If we receive your instructions after 4:30 p.m. (PT), your transfer may not be processed until the next business day. Washington Trust Bank is not liable for when the funds will be received and available to you within the recipient account.

## BROWSER AND OPERATING SYSTEM COMPATIBILITY

You acknowledge the Supported Browsers and Operating Systems Standards located at [watrust.com](https://personal.watrust.com/browser-support-policy.html) and <https://personal.watrust.com/browser-support-policy.html> constitute part of this Agreement.

## ACCOUNT INFORMATION DISCLOSURE

We may disclose information to third parties about your Account or the transfers you make in the following situations:

- (i) Where necessary to complete the transfer;
- (ii) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- (iii) In order to comply with a governmental agency or court order;
- (iv) To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law;
- (v) If you give us written permission;
- (vi) As otherwise stated in our Privacy Policy or other agreements between us.

## THIRD PARTIES

You understand that support and services relating to Digital Banking are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

## THIRD-PARTY WEBSITES AND AGREEMENTS

The Services may contain links or reference links to websites operated by third parties. These links are provided for convenience only. These websites are not under the Bank's control. We are not responsible for the content of these websites. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to a third-party website. You agree that you will access these third-party websites at your own risk, and you acknowledge that the linked third-party websites may contain terms and privacy policies that are different from the Bank's policy. We are not responsible for such provisions and expressly disclaim any liability for them.

## THIRD-PARTY APPLICATIONS AND AGGREGATION SERVICES

You may wish to link your WTB accounts through third-party applications using aggregation services in order to access Digital Banking Services and account information externally or in order to grant access to the third-party entity. You acknowledge that in engaging in such activity and/or by providing or otherwise entering your WTB Online username and password through a third-party application, you are solely responsible for any and all transactions or loss of data that may result.

Washington Trust is not responsible for ensuring that Aggregation Service Providers or other third-party entities maintain adequate policies and practices to protect the privacy and security of any information or data you provide or that is obtained as a result of your use of the application or service. We are not responsible for the use or disclosure of any personal or account information accessed by any third-party entity or individual to whom you provide your username and password (login information). Any third-party entity or individual with whom you share your login information will be deemed to be your authorized agent(s) for accessing your personal or account information, and you will be solely responsible for all transactions they conduct, even if those transactions are beyond the scope of any agreement you have established. This includes any information obtained or transactions conducted by or through an Aggregation Service Provider or other third-party entity or individual(s) who obtains your login information through the Aggregation Service Provider.

In limited cases, Washington Trust Bank may partner directly or indirectly with aggregation service providers in order to facilitate greater security and convenience for customers linking Washington Trust accounts and/or associated Digital Banking Services through third-party applications. Regardless of whether or not any direct or indirect partnership exists between Washington Trust Bank and an Aggregation Service Provider, you are solely responsible for any and all transactions or breach of data that occurs as a result of use of the third-party application or associated aggregation service.

All transactions initiated by a third-party entity or Aggregation Service Provider using information you provide are considered to be authorized by you, whether or not specific agreement was obtained by the third party. If you decide to revoke the authority you have granted to a third-party application or Aggregation Service Provider, it is necessary to change your username and password to ensure any information retained by the Aggregation Service Provider or third-party entity cannot be used to access your account information or Digital Banking Services. Washington Trust Bank is not responsible for ensuring successful termination of any agreement between you and any third-party entity or Aggregation Service Provider.

## PROVIDING US INSTRUCTIONS

For some Services, we may choose to honor your request to give us verbal or written instructions regarding the Services. You agree that we may in good faith rely on such verbal or written instructions that purport to come from you, another account holder, or any Authorized Representative without independent verification by us. You may elect to send or receive instructions, alert notifications, or reports from us related to Services through various electronic means, including without limitation facsimile transmission, voice mail, unsecured email, text message to a mobile device, pager, or other electronic or telephonic methods ("Electronic Transmission"). In doing so, you acknowledge that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay, and observation or receipt by unauthorized personnel. You agree that we may rely in good faith on your

instructions regarding how and to what number or email address Electronic Transmissions should be sent and may rely on any Electronic Transmission that we reasonably believe to have been initiated by you. Should you elect to send or receive Electronic Transmissions to or from us, you assume all risks, and we will not be liable for any loss that results from the non-receipt, disclosure or alteration of any such Electronic Transmission.

## TERMINATION OR DISCONTINUATION OF SERVICES

In the event you wish to terminate your Service(s), you must contact us in writing, through secure online email, or by calling Priority Service at 800.788.4578. Canceling your Service(s) will not terminate your Washington Trust Bank Accounts.

Except as otherwise required by applicable law or regulation, we may terminate your use of WTB Online and/or expand, reduce, or suspend the type and/or dollar amounts of transactions allowed using the Service, change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors or discontinue, modify, add, or remove features from the Service, all at any time in our sole discretion and without prior notice. Your continued use of WTB Online or any of its features will constitute your acceptance of, and agreement to, such changes.

In the event that your Service(s) are terminated or suspended, we may, but are not obligated to, immediately discontinue making authorized transfers, including reoccurring transfers and other transfers that were previously authorized but not yet made. The termination or suspension of Services does not affect your obligations under this Agreement with respect to occurrences before termination or suspension.

At our discretion, we will terminate your access to Digital Banking for inactivity after 12 months. Please refer to the Deposit Account Disclosure and Price List for further information.

## SYSTEM OUTAGES, SLOWDOWNS, AND CAPACITY LIMITATIONS

As a result of high internet traffic, transmission problems, systems capacity limitations, and other problems, you may at times experience difficulty accessing Digital Banking or communicating with us through the internet or other electronic and wireless services. Any computer system or other electronic device, whether it is yours, an internet service provider's or ours can experience unanticipated outages or slowdowns or have capacity limitations.

## PRIVACY

We have a commitment to keep your information secure and confidential. Please see the our Privacy Policy at [watrust.com](http://watrust.com) to understand how the we protect, collect, and share your personal information.

## SECURITY

We will take security procedures and counter-measure procedures to ensure the security and confidentiality of your financial records and transactions under the Services. You agree to comply with all security procedures we may impose for use of the Services including the use of up-to-date firewall and virus protection software on any computer you may use to access the Services. You agree the security techniques used by us in connection with the Services are commercially reasonable security procedures, and you assume all risk of loss for unauthorized transactions where we have followed our then current security procedures, except to the extent that such liability is limited or prohibited by applicable law or in the event that our EFT Disclosure Statement is applicable to the electronic funds transfer or other error.

## AUTHORIZATION; CONSENT TO USE OF DATA

WTB Online may be accessed on an Eligible Mobile Device or through a web browser by any customer of ours with an Account currently enrolled in the Digital Banking Service and a username and password that provides access to your account via Digital Banking. As an alternative to your password, you are required to set up a personal identification number ("Passcode") on any Eligible Mobile Device. If your Eligible Mobile Device is so enabled, you may use your fingerprint or other biometric identifier to log into WTB Online. We do not collect this biometric information from your Eligible Mobile Device. Please note, however, that access to certain features may require an

additional level of “step-up” authorization. You acknowledge and agree that you are solely responsible and liable for any and all activity related to access on or through your Eligible Mobile Device by you or any third party (a “Guest User”), and you hereby waive any claim that access through your Eligible Mobile Device by any Guest User was unauthorized.

You acknowledge and agree that we may collect, transmit, store, and use technical, location and login or other personal data and related information, including, but not limited to, technical information about your device, system, and application software and peripherals, and information regarding your location and interactions with us and your device that is gathered periodically to facilitate the provision of Software updates, product support, and other services to you (if any) related to or in connection with the Software or WTB Online. We may use this information to improve our products, detect fraud, or provide services or technologies.

## OWNERSHIP AND LICENSE

You acknowledge and agree that Washington Trust Bank and/or its service provider(s) is/are the owner of all right, title, and interest in, and to, the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein as well as any accompanying user documentation and all subsequent copies, updates, or versions thereof, regardless of the media or form in which they exist (collectively referred to herein as the “Software”). By accessing the Software or using WTB Online, you agree to be bound by the terms of this Agreement. This Agreement will also govern any updates that replace and/or supplement the original Software unless such update is accompanied by a separate license in which case the terms of that license will govern.

You are granted a personal, non-exclusive, non-sublicensable, non-transferable license to install and use the Software (in machine-readable object code only) only on an Eligible Mobile Device you own or control, solely for your personal use, and as expressly permitted herein (“License”). This limited right to use the Software is revocable at our discretion. This is not a sale of the Software. All rights not expressly granted to you under this Agreement are hereby reserved by us. Nothing in this License shall entitle you to receive hard copy documentation, technical support, telephone assistance, or updates to the Software. You agree that we shall have no obligation to correct any bugs, defects, or errors in the Software or to otherwise support, maintain, improve, modify, upgrade, update, or enhance Digital Banking or the Software. This License may be terminated at any time for any reason or no reason by you or us. Upon termination, you agree to immediately destroy all copies of any Software that has been downloaded to your Eligible Mobile Device or otherwise in your possession or control.

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 C.F.R. § 12.212 (Computer Software) or DFARS 227.7202 (Commercial Computer Software and Commercial Computer Software Documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

## RESTRICTIONS

You agree not to (i) modify, revise, or create any derivative works of the Software; (ii) decompile, reverse engineer, or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols, or labels in the Software, including, but not limited to, any trademark, logo, or copyright.

You further agree that the Services may contain or use software that is subject to the U.S. Export Administration Regulations (15 C.F.R., Chapter VII) and that you will comply with these regulations. You will not export or reexport these Services, directly or indirectly, to (1) any country that is subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by a U.S. federal agency; or (3) any end user who you have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further agree that this product may include technical data subject to export and re-export restriction imposed by U.S. law.

## NO UNLAWFUL OR PROHIBITED USE

You shall not use Digital Banking or any service related to or made available to you by us; (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or



the network(s) connected to the server; (iii) that could interfere with any other party's use and enjoyment of Digital Banking; (iv) to gain unauthorized access to any other accounts, computer systems, or networks connected to any server or systems through hacking, password mining, or other means; (v) to access systems, data, or information not intended by us to be made accessible to a user; (vi) to attempt to obtain any materials or information through any means not intentionally made available by us; or (vii) for any use other than the purpose for which it is intended.

Any information, communications, or material of any type or nature that you submit to us or to any of our pages on a social media platform or other website by email, posting, messaging, uploading, downloading, or otherwise is done at your own risk, as permitted by law. By submitting any such information to us, you grant us a nonexclusive, irrevocable, worldwide, sub-licensable, transferable, perpetual, unlimited, assignable, fully paid up, and royalty-free right to copy, publish, prepare derivative works of, distribute, process, analyze, use, and commercialize in any way now known or in the future discovered. You agree that any such information you input or submit to us is done at your own risk, you have the full legal right to use such information, nothing inputted or submitted to us is confidential or proprietary to any third party, and you are not using it in violation of any law or contractual restriction.

## **PROPRIETARY CONTENT**

You understand and agree that we own or (where required, appropriate, or applicable) have been licensed by third parties to use, all right, title, and interest in and to Digital Banking and any related products and or services and the features, materials, opportunities, and services made available on or through Digital Banking and all information, text, data, computer code, music, artwork, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials contained therein and the compilation, collection, design, selection, and arrangement thereof (collectively, the "Content") as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of such Content.

You acknowledge that the Content constitutes valuable proprietary information that is protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest by accessing and using Digital Banking and the Content. Such intellectual property and proprietary rights may include, but are not limited to, various patents, copyrights, trademarks and service marks, registered trademarks and service marks, trade dress protection, and trade secrets, and all such rights are and shall remain the property of us or our licensors and content-providers. Except as expressly provided in this Agreement, no part of Digital Banking and no Content, materials, or other information available through Digital Banking may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way to any other computer, server, website, or via any other medium for publication or distribution, or for any commercial enterprise without Our express prior written consent.

The posting of information or other materials or Content in Digital Banking by us does not constitute a waiver of any proprietary right in such information, materials, or Content (such as, but not limited to, copyright, patent, trademark, or other intellectual property rights) and does not transfer any rights to a user of Digital Banking or to any other third party, except as expressly provided herein.

## **DISCLAIMER OF WARRANTIES; OUR RESPONSIBILITY AND LIMITATION OF LIABILITY**

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EITHER TO YOU OR TO ANY OTHER PARTY WITH RESPECT TO THE SERVICES AND OR PRODUCTS PROVIDED BY US, OUR AGENTS OR THIRD-PARTY VENDORS OR WITH RESPECT TO INTERNET-BASED OR SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE BY US OR OUR THIRD-PARTY VENDORS TO YOU FOR YOUR USE IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE, INCLUDING THE USE OF OR THE RELIANCE ON ANY SERVICE(S), PRODUCT(S) AND OR OFFER(S) PROVIDED HEREUNDER. Any service(s) or product(s) provided by us and our third-party providers are on an "AS IS" basis at your sole risk.

NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE

LIMITATIONS MAY NOT APPLY TO YOU. Neither we nor any of our third-party providers shall have any responsibility to maintain any portion of Digital Banking or to supply any corrections, updates, or releases in connection therewith. Availability of Digital Banking is subject to change without notice.

IN NO EVENT SHALL WE OR OUR CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, AND OTHER SIMILAR ENTITIES OR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH: (i) THE USE OR THE INABILITY TO USE OUR WEBSITE, MOBILE APP OR ANY RELATED SERVICES; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR WEBSITE OR RELATED SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON OUR WEBSITE, MOBILE APP OR IN ANY RELATED SERVICES; OR (v) ANY OTHER MATTER RELATING TO OUR WEBSITE, MOBILE APP, OR ANY RELATED SERVICES. This Agreement applies to your online transactions under the Services. WE WILL ALSO HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE SERVICE UNDER ANY OF THESE CIRCUMSTANCES: (1) if the transfer or payment could not be completed due to Systems Unavailability or due to any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your internet access equipment, any internet virus, Trojan horse, worm or other hostile software code, or any problem that may be associated with your use of any Service or (2) if the payment was a tax payment, a court ordered payment or payment to a payee outside the U.S.A.

We reserve the right to do any of the following at any time without notice: (i) modify, suspend, or terminate operation of or access to Digital Banking or any portion of Digital Banking for any reason; (ii) modify or change Digital Banking or any portion of Digital Banking and any applicable policies or terms; and (iii) interrupt the operation of Digital Banking or any portion of Digital Banking as necessary to perform routine or non-routine maintenance, perform error correction, or make other changes.

## INDEMNIFICATION

You agree, at your sole expense, to indemnify, defend and hold harmless Washington Trust Bank from and against all damages, costs, losses, liabilities, obligations, claims, demands, suits, actions, investigations, proceedings, causes of action, and expenses, including reasonable attorneys' fees and court costs, as incurred and whether or not based on a third-party claim, arising out of or relating to, including in connection with any claim or action threatened or brought against us the content, data, or information that you submit, post to, or transmit through the WTB Online or Washington Trust Bank, your access to and use of the products and services provided by us and or our third party providers and other materials, products, and services available on or through WTB Online, your violation of this Agreement, or your violation of any rights of another.

We reserve and you grant to us the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of this Agreement.

## WAIVERS AND ASSIGNMENT

No waiver of the terms of this Agreement will be effective unless in writing and signed by an authorized Bank officer. You may not transfer or assign your rights or duties under this Agreement.

## CHANGES TO THIS AGREEMENT

To the extent allowed by law, regulation, or rule, we may change the Terms & Conditions in this Agreement. These changes can be made without notice to you. However, at the sole discretion of us, we will attempt to provide prior notice to you of changes, and changes will usually take effect 30 days from the date of the notice. The notice may be delivered in writing through mail or email, posted in WTB branches, posted electronically on our website or other internet-based service, or by other means of communication we determine in our sole discretion.

## GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington without regard to conflicts of law principles and where applicable by federal law. You consent to the jurisdiction of the courts of the State of Washington. You agree to waive any argument that such venue is inconvenient and agree to bring any litigation in connection with our Digital Banking Service and/or this Agreement in either the Superior Court of Spokane County, Washington or the Federal District Court of the Eastern District of Washington.

YOU AND WE HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THESE SERVICES OR THIS AGREEMENT. YOU AND US REPRESENT AND WARRANT TO EACH OTHER THAT THIS JURY TRIAL WAIVER IS KNOWINGLY, VOLUNTARILY AND WILLINGLY GIVEN.

## GENERAL

This Agreement is intended to supplement and not to replace other Agreements between you and us relating to your accounts, including, without limitation, our Deposit Account Disclosure. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail.

This Agreement and any policy or policies referenced herein (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to and use of Digital Banking. You agree that you shall not contest the admissibility or enforceability of the Digital Banking copy of this Agreement in connection with any action or proceeding arising out of or relating to this Agreement.

Except as expressly provided for herein, this Agreement does not confer any rights, remedies, or benefits upon any person or entity other than you and Us. We may assign its rights and duties under this Agreement at any time to any third party without notice. You may not assign this Agreement without Our prior written consent. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing Digital Banking and any other jurisdiction whose laws apply to you or your actions. You agree that you will not access or use Digital Banking or any other information or materials in violation of the aforementioned laws or this Agreement.

This Agreement was last updated on February 5, 2025. Please check back periodically for updates and changes. To view the full terms and conditions for consumer digital banking, log into WTB Online and navigate to the settings page.