



# DEPOSIT ACCOUNT DISCLOSURES

## PERSONAL PRODUCTS

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### TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Washington"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

**GLOSSARY OF TERMS - Personal Products:**

**ANNUAL PERCENTAGE YIELD (APY):** The amount of interest paid to you by the bank on your account during the year.

**AUTOMATED CLEARING HOUSE (ACH):** Electronic file transfer of funds from one financial institution to another.

**AVERAGE LEDGER BALANCE:** Calculated by adding the balance in the account for each day of the statement period and dividing that figure by the number of days in the period.

**BASE FEE IN MONTHLY SERVICE CHARGE:** Monthly maintenance fee assessed to your deposit account.

**BAZING MEMBERSHIP SERVICES AND OFFERS:** BaZing products and services are available to enrolled and eligible Washington Trust Bank checking account holders with the following accounts: Twist Checking (automatically includes BaZing benefits), Preferred Checking (BaZing benefits may be added to this account type), and Signature Checking (BaZing benefits may be added to this account type). To be eligible for the following products and services, you must be an account holder with an open and active qualifying checking account (listed above) that has a positive average ledger balance at the end of the statement cycle period.

**CHECK SAFEKEEPING:** A service where the bank keeps a copy or digital image of all checks written against your account for 7 years instead of returning them with the account statement. You can view photocopies of canceled checks posted within the last 12 months by signing into WTB Online Banking or visiting your nearest WTB branch.

**COLLECTED BALANCE:** The balance in a deposit account, not including items that have not yet been paid, or collected.

**COMBINED BALANCE:** The total funds you have in all of your eligible linked deposit accounts, such as savings, checking and CDs. For some checking accounts, the combined balance determines whether the monthly service charge can be avoided.

**DEBIT CARD:** A plastic card that deducts money from a designated account to pay for goods or services. It can be used anywhere Visa® cards are accepted and no interest is charged. It can also be used at ATMs to withdraw cash.

**DEPOSITED ITEM RETURNED:** A fee we charge each time a check or other item that we either cashed for you or accepted for deposit to your account is returned to us unpaid.

**eSTATEMENT:** An electronic version of your statement provided via the Internet. eStatements are available to WTB Online Banking customers and may be provided daily, weekly, monthly or quarterly depending on your statement cycle date. Must maintain an active online banking account to receive eStatements.

**FUNDS TRANSFER:** The movement of funds from one account to another.

**INSUFFICIENT FUNDS:** When you do not have enough funds in your account to cover an item. The item is declined as insufficient funds and returned unpaid.

**INTEREST RATE:** The percentage of interest paid on an interest-bearing account, such as savings, CDs and some checking accounts.

**ITEM:** Any check, ACH, withdrawal, debit card purchase, funds transfer, fee, charge, or other amount that is added to or subtracted from your account.

**MINIMUM LEDGER BALANCE:** The lowest end-of-day balance in an account during a statement cycle; a certain minimum daily balance is often required with interest-bearing accounts to avoid a monthly maintenance fee.

**OFFSET:** A consideration or amount that diminishes the balances owed.

**OVERDRAFT:** An overdraft occurs when you do not have enough available funds in your account to cover an item. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. For example, we may not pay overdrafts if your checking account is not in good standing (that is, not closed, canceled, blocked, suspended or otherwise inactive and not available for use; or you have too many overdrafts).

If we do not authorize and pay a transaction that could overdraw your checking account, your transaction will be declined or returned.

**OVERDRAFT COURTESY REFUND:** After the end of each calendar quarter, a \$30 OD/NSF refund will be credited back to the account if an overdraft occurrence was charged to the account during that quarter.

**OVERDRAFT COVERAGE:** The linking of your eligible WTB checking account to another WTB account (checking, savings, or money market, a credit card in good standing, or a qualifying line of credit to automatically transfer available funds to cover purchases and prevent returned checks and declined items when you don't have enough money in your checking account.

**PRIOR MONTH'S COMBINED MINIMUM LEDGER:** is the combined balances based on the prior month's lowest daily balance of the account during the 30-day statement period.

**RECURRING DIRECT DEPOSIT:** Electronic transfer of funds directly from the payer bank received in your account at Washington Trust Bank.

**REFUND:** A payment of a sum of money back to your account.

**REWARD CREDIT PURCHASE:** Includes any PIN or signature-based debit card purchase, phone or mail-order, recurring purchase or automatic bill payment made with any VISA debit card issued to your checking account that posted and cleared on your checking account. Debit card purchases will accumulate during your monthly statement period and display your total in "reward credit" for that statement period. ATM withdrawals, deposits, debit card reversals and returns are not eligible.

**SCORECARD REWARDS:** ScoreCard Rewards is a rewards program offering Points for qualifying purchases. Points can be redeemed for a variety of items such as merchandise, airfare, hotels, travel packages, gift cards, and more.

**SERVICE CHARGE:** Assessed to your deposit account for a service or product. Can be monthly, quarterly, annually, periodic or a one-time charge.

**SIGNED TRANSACTION PURCHASE:** Also called a signature debit transaction is where a customer uses their debit card to pay for a product or service without entering their personal identification number (PIN) into a PIN pad.

**SIGNER IN COMMON:** An authorized signer or co-signer on an account.

**STATEMENT CYCLE:** Generally a thirty or thirty-one day period.

**SWEEP TRANSFER SETUPS:** A preauthorized setup that allows the transfer of funds between accounts you designated after the day's transactions and the pre-defined criteria for the transfer have been considered.

**TIERED RATE STRUCTURE:** A tiered-rate account is a checking or savings account that pays interest in increasingly higher amounts as the account balance increases.

**WAIVED:** When a service charge or fee is not charged to your account.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

#### **WITHDRAWALS -**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy

disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur – assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$30 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$7.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$30 according to our overdraft fee policy. You will be charged this \$30 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

#### **In Washington, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION**

- These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single Account** - is owned by one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Community Property Account** - Such an account is issued to two married persons who intend that all of the property in the account, including earnings, be held as community property.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

#### **In Oregon, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION**

- These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

#### **In Idaho, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION**

- These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common or Community Property)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. If the account is issued to a husband and wife, they intend that any community property in the account be transmuted (changed) into separate property and that all the property in the account, including earnings, be held jointly with the right of survivorship. Upon the death of either spouse the property will vest in and belong to the surviving spouse.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Community Property Account - No Survivorship** - Such an account is issued to a husband and wife who intend that all of the property in the account, including earnings, be held as community property without right of survivorship.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is

then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. 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. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We will provide reasonable account closure notice of seven business days and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

#### **OVERDRAFT PROTECTION AGREEMENT**

**Overdraft Protection:** To request Overdraft Protection, you must specify one or more checking accounts to be protected by the service, and specify one or more funding accounts. The funding account may be a checking, savings, or money market account, a credit card in good standing, or a qualifying line of credit. Personal checking accounts may only be protected by personal funding accounts, and business checking accounts may only be protected by business funding accounts. Any person who is an authorized signer on both the protected checking account and the funding account may request the service without consent of other signers.

Overdraft Protection will become effective within a reasonable time after the bank receives and approves the request.

**Activation:** If an account with Overdraft Protection is overdrawn, available funds will automatically be transferred from the funding account to the protected account in increments of \$10.00, or as much as is available, to pay the overdraft amount and any resulting sweep transaction charges. Sweep Transaction Charges, as disclosed in the Personal Banking Account Service Fees & Charges section, will be subtracted from the funding account(s) each time funds are transferred. Transfers and charges will appear on the periodic statements for each applicable account.

Transfers from savings and money market funding accounts are limited by federal law. Refer to the "Transaction Limitations" sections for additional details.

**Termination of Overdraft Protection:** Any authorized signer on the checking, savings or money market account used as the funding account, or any borrower on a credit card or line of credit account used as the funding account, may cancel Overdraft Protection in person or in writing.

Cancellation will be effective within a reasonable time after the bank receives the request.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**In Washington, AGENT (Single Accounts only)** - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

**In Oregon, AGENT (Individual Accounts only)** - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

**In Idaho, AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**AUTHORIZED SIGNER (Health Savings Accounts ONLY)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**PAYMENT ORDER OF ITEMS** - Notwithstanding any other provision in this or any other agreement or document, we may debit items from your Account using any method and order of posting which we choose. In choosing such a method, we may establish processing priorities for specific items. For example, we may process cashed checks, ATM withdrawals, debit card purchase debits, and automatic payments before other incoming checks or debits. We may change the priority or order at any time without notice to you. If you do not have sufficient funds available in your Account to pay all items presented on a given day, our processing methods may result in more fees or penalties than other methods. We may choose our processing method at our discretion, regardless of whether additional fees or penalties may result. You can avoid these fees and penalties by maintaining sufficient funds in your Account to cover all debits.

**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the

number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

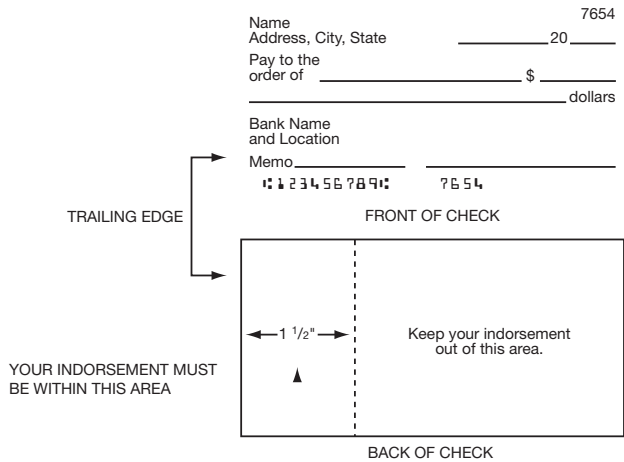
**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**FDIC INSURANCE** - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc. must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup

withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**CHANGING ACCOUNT PRODUCTS** - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**TRANSACTIONS BY MAIL** - You may deposit checks by mail. You should indorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**SECURITY** - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**Account Numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access Devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank Checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**REGULATORY CLASSIFICATION OF CHECKING ACCOUNTS** - We have organized your checking account in a nontraditional way. Your checking account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a non-transaction subaccount (e.g., a savings subaccount). You cannot directly access the non-transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

**HEALTH SAVINGS ACCOUNTS (HSA)** - For your convenience, we permit you to take distributions from your HSA by debit card or check. This feature can raise a variety of tax concerns - for example getting additional cash back on an HSA debit card or checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate debit card or checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you when your account was opened. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

## PERSONAL ACCOUNTS

# GENERAL TERMS AND CONDITIONS FOR CHECKING, SAVINGS AND MONEY MARKET ACCOUNTS (TRUTH-IN-SAVINGS)

### Special Information for All WTB Checking Accounts

All Washington Trust Bank checking accounts receive these benefits:

- WTB debit card.
- No charge for eStatements.
- Complimentary Online Banking with bill payment, WTB Mobile and Personal Money Management Tools.
- No annual fee on credit cards. (Subject to credit approval, minimum line amount, and existing active deposit account).
- No annual or origination fee on Personal and Home Equity Advantage CreditLines (subject to credit approval).
- Discount on consumer loans with automatic deduction from checking (subject to credit approval).
- Funds transfer for overdraft coverage from a checking, savings, money market, credit card, or Personal CreditLine (Personal CreditLine and credit cards subject to credit approval).
- Priority Service - Unlimited access to your account information 24-hours a day by calling 800-788-4578.
- Customers 62+ will receive their first order of single, wallet-style, image design checks free and a 50% discount on future orders.

### PERSONAL CHECKING ACCOUNT TERMS AND CONDITIONS

#### Balance Computation Method for Determination of Fees

Average Ledger Balance - is calculated by adding the balance in the account for each day of the statement period and dividing that figure by the number of days in the period.

Collected Balance - is the balance in the account at the end of the day as shown on our records of the Bank, calculated by adding the deposits to and subtracting the withdrawals and any collectable float from the beginning balance of the day.

Ledger Balance - is the balance in the account at the end of the day as shown on our records of the Bank, calculated by adding the deposits to and subtracting the withdrawals from the beginning balance of the day.

Minimum Ledger Balance - the lowest end-of-day balance in an account during a statement cycle; a certain minimum daily balance is often required with interest bearing accounts to avoid a monthly maintenance fee.

Prior Month's Combined Minimum Ledger Balance - is the combined balances based on the prior month's lowest daily balance of the account during the 30-day statement period.

### TRUTH IN SAVINGS DISCLOSURE

#### FOR CHECKING, SAVINGS AND MONEY MARKET ACCOUNTS

For any Washington Trust Bank Deposit Account described in this document that is an interest-earning account, the following terms and conditions apply:

#### Consumer Checking Interest Bearing Accounts

**Rate Information:** The interest rate and annual percentage yield on your account may change at any time. Please refer to the specific account for more information on how an interest rate is set for that account. Information about current rates and annual percentage yields is available from any Washington Trust Bank branch.

**Determination of rate:** At the Bank's discretion, the interest rate and annual percentage yield on your account may change without notice.

**Compounding and interest crediting:** Interest will be compounded daily and the interest will be credited to your account at the end of each statement cycle. Unless otherwise stated within the interest terms and conditions for a specific account, interest is calculated and paid on the entire collected balance. Depending on the statement end date if interest earned is greater than interest paid the difference of the interest earned will be paid on the following statement.

**Balance computation method:** Interest will accrue on a 365 day basis and will be calculated using the daily compound method. This method applies a daily periodic rate to the balance in the account each day. Information about current rates and annual percentage yields is available from any Washington Trust Bank branch.

**Accrual of interest from non-cash deposits:** Interest will begin to accrue no later than the business day that the Bank receives credit for the deposit of non-cash items (a check is a non-cash item). Items drawn on Washington Trust Bank begin to accrue interest immediately. Items drawn on other banks begin to accrue interest when Washington Trust Bank receives credit for these items. The Balance on which interest accrues is called "collected balance."

**Effects of closing an account:** When a customer instructs the Bank to close an interest-bearing checking, all interest that is accrued but not yet paid is added to the balance in the account and paid to the customer. If a customer closes the account by drawing the balance to zero and does not instruct the Bank of the intent to close the account, customer forfeits all accrued interest that is not yet paid into the account. (If the customer reactivates an interest bearing account within 32 days, accrued interest will be paid into the account on the next scheduled interest payment date.)

**Additional information:** Please refer the Personal Banking Account Service Fee and Charges and the individual product disclosures for any fees that may apply, balance requirements, or conditions outlined for checking accounts.

### Consumer Savings and Money Market Accounts

**Rate information:** The interest rate and annual percentage yield on your account may change at any time. Please refer to the specific account for more information on how an interest rate is set for that account. Information about current rates and annual percentage yields is available from any Washington Trust Bank branch.

**Determination of rate:** At the Bank's discretion, the interest rate and annual percentage yield on your account may change without notice.

**Compounding and interest crediting:** Interest will be compounded daily and the interest will be credited to your account at the end of each statement cycle. For savings accounts that receive quarterly statements, interest will be credited at the end of each calendar month. Unless otherwise stated within the interest terms and conditions for a specific account, interest is calculated and paid on the entire collected balance. Depending on the statement end date if interest earned is greater than interest paid the difference of the interest earned will be paid on the following statement.

**Balance computation method:** Interest will accrue on a 365 day basis and will be calculated using the daily compound method. This method applies a daily periodic rate to the balance in the account each day. Information about current rates and annual percentage yields is available from any Washington Trust Bank branch.

**Accrual of interest from non-cash deposits:** Interest will begin to accrue no later than the business day that the Bank receives credit for the deposit of non-cash items (a check is a non-cash item). Items drawn on Washington Trust Bank begin to accrue interest immediately. Items drawn on other banks begin to accrue interest when Washington Trust Bank receives credit for these items. The Balance on which interest accrues is called "collected balance."

**Effects of closing an account:** When a customer instructs the Bank to close an interest-bearing savings or money market account, all interest that is accrued but not yet paid is added to the balance in the account and paid to the customer. If a customer closes the account by drawing the balance to zero and does not instruct the Bank of the intent to close the account, customer forfeits all accrued interest that is not yet paid into the account. (If the customer reactivates an interest bearing account within 32 days, accrued interest will be paid into the account on the next scheduled interest payment date.)

**Transaction limitations:** Transfers and/or withdrawals from your money market or savings account conducted in person at any branch, by mail or by ATM are unlimited. All other transfers including telephone transfers, online transfers, overdraft or minimum balance coverage, pre-authorized debits, point of sale purchases, and checks are limited to six withdrawals per calendar month or statement cycle (a period of at least four weeks). Your individual four-week period starts at the beginning of each statement cycle (if you receive statements monthly) or the calendar month (if you receive statements quarterly). We are required by law to ensure that you comply with this limit. If you exceed this limit after we have notified you of a violation, the Bank must change your account to discontinue the automatic services, close, or reclassify the account.

**Statement options:** The owner of a savings account may choose to receive a separate statement quarterly, or may receive a monthly statement by adding the savings account to a Washington Trust Bank checking account statement.

**Additional information:** Please refer the Personal Banking Account Service Fee and Charges and the individual product disclosures for any fees that may apply, balance requirements, or conditions outlined for savings or money market accounts.

## CERTIFICATE OF DEPOSIT

### TERMS AND CONDITIONS FOR CERTIFICATES OF DEPOSIT

Certificates of deposits are available for various terms with a fixed or variable rate of interest. Rates paid on these accounts vary based on the balance and term of the account.

You will receive a certificate receipt and disclosure with the specific terms and conditions of your account.

**Annual percentage yield requirement:** To obtain the annual percentage yield (APY), the minimum balance requirement must be maintained. The annual percentage yield assumes principal and interest remain on deposit until maturity. A withdrawal will reduce earnings and the annual percentage yield.



# ELECTRONIC FUNDS TRANSFER

**Balance computation method:** Interest will accrue on a 365 day basis and will be calculated using the daily compound method. This method applies a daily periodic rate to the balance in the account each day. Information about current rates and annual percentage yields is available from any Washington Trust Bank branch. The annual percentage yield assumes principal and interest remain on deposit until maturity. A withdrawal will reduce earnings and the annual percentage yield.

**Accrual of interest from non-cash deposits:** Interest will begin to accrue no later than the business day that the Bank receives credit for the deposit of non-cash items (a check is a non-cash item). Items drawn on Washington Trust Bank begin to accrue interest immediately. Items drawn on other banks begin to accrue interest when Washington Trust Bank receives credit for these items. The Balance on which interest accrues is called "collected balance."

**Compounding and interest crediting:** Interest will be compounded daily and the customer may choose to have interest credited to the CD monthly, quarterly, semi-annually or annually; or customer may choose to have interest paid to them monthly, quarterly, semi-annually or annually by check, or by automatic transfer to a Washington Trust Bank checking, savings or money market account. Paid interest may also be sent (via ACH) to the customer's deposit account at another financial institution (with proper routing, transit and account verification). If customer does not make a selection, interest will be credited to the account annually or, for CDs under one year, at maturity. All interest credited to the account will be reported to the Internal Revenue Service for the year in which it is paid. (See Renewal Policy for information on withdrawing interest during the term of the CD.)

**Transaction limits:** The Bank may permit the withdrawal of principal before the maturity date of a CD. However, a penalty will be imposed (see Early Withdrawal Penalty section), except for withdrawals during a certificate's grace period.

## Early withdrawal penalty

Unless designated otherwise, if the certificate is withdrawn before maturity, except in the case of death, disability, or incompetence of any owner, the depositor forfeits the amount withdrawn according to the following schedules: (Note: A Certificate held under an Individual Retirement Account plan will not be subject to an early withdrawal penalty on a normal distribution if the owner is 59 1/2 or older, unless withdrawn within the first six (6) days after deposit).

- Maturity periods between 7 and 31 days: forfeit the equivalent of the greater of a all interest earned, b all interest that could have been earned during a period equal to 1/2 of the maturity period, or c) seven (7) days of interest.
- Maturity periods between 32 days and 1 year: forfeit three month's interest.
- Maturity periods more than 1 year, unless otherwise noted; forfeit six month's interest.
- Regardless of the certificate term, the Bank is required to charge a minimum of seven (7) days interest on amounts withdrawn within the first six (6) days after deposit.
- The early withdrawal penalty will be charged to IRA customers who are under 59 1/2 and taking distributions prematurely, or any customer (regardless of age transferring the funds outside of Washington Trust Bank outside of the grace period.

An early withdrawal penalty will be calculated on the current balance of the CD, and may include the available accrued interest.

Accrued interest may be withdrawn from the account without penalty during the specified grace period.

## Renewal policy

The account will renew automatically, unless designated otherwise, for successive terms equal to the original term unless the Bank gives notice prior to any maturity date that it will not renew, or if the Certificate of Deposit is redeemed by the owner within the grace period. There is a grace period of ten (10) calendar days after the maturity date during which funds may be withdrawn without penalty. (One-day grace period for accounts with terms 59 days or less . Note: The new rate will become effective on the date that it is renewed within the 10-day grace period. The current annual percentage yield for the new term may be affected depending on the day and rate when renegotiated during the grace period. If the account is allowed to renew automatically, all interest paid into the account becomes part of the principal on the renewal date and, unless designated otherwise, is not available for withdrawal during the new term without penalty. The rate of interest at renewal will be the rate applicable to the same type of Certificate of Deposit. If the CD is non-renewable, no interest will be earned after the maturity date. Funds withdrawn during the grace period will not accrue interest.

## Notices

Any notice of payments of principal or interest will be mailed to the Registered Owner's last address shown on the records of the Bank. Any change of address or other correspondence concerning a CD must be delivered personally to a branch or mailed to Washington Trust Bank, Attention: Deposit Services, P.O. Box 2127, Spokane, WA 99210.

**Note:** The time deposit is subject to all present and future applicable rules and regulations issued by government agencies and the rules and regulations governing accounts at Washington Trust Bank.

**Additional information:** Please refer the Personal Banking Account Service Fee and Charges and the individual product disclosures for any fees that may apply, balance requirements, or conditions outlined certificate of deposit accounts.

## ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E. Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

### Electronic Fund Transfers Initiated By Third Parties

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network.

Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Pre-authorized credits** You may make arrangements for certain direct deposits (such as paychecks, social security or retirement funds) to be accepted into your checking or savings account(s).
- **Pre-authorized payments** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see **Limitations on Frequency of Transfers** section regarding limitations that apply to savings accounts.

### Priority Service Telephone Transfers (types of transfers)

You may access your account by telephone 24 hours a day at 1-800-788-4578 using your personal identification number, a touch tone phone, and your account numbers, to:

- Transfer funds from checking to checking or savings.
- Transfer funds from savings to checking or savings.
- Get information about:
  - The account balance of checking or savings account(s),
  - The current and previous statement cycle's deposits to checking or savings accounts,
  - The current and previous statement cycle's withdrawals from checking or savings accounts.

Please also see **Limitations on Frequency of Transfers** section regarding limitations that apply to telephone transfers.

### ATM Transfers (types of transfers and charges)

You may access your account(s) by ATM using your ATM Card and personal identification number or VISA debit card and personal identification number, to:

- Make deposits to checking or savings account(s).
- Get cash withdrawals from checking or savings account(s).
  - There is a charge per withdrawal at ATMs we do not own or operate (see separate fee schedule).
- Transfer funds from savings to checking account(s).
- Transfer funds from checking to savings account(s).
- Get information about:
  - The account balance of your checking or savings account(s).

Some of these services may not be available at all terminals.

Please also see **Limitations on Frequency of Transfers** section regarding limitations that apply to ATM transfers.

### Types of ATM Card Point-of-Sale Transactions

You may access your checking account(s) to purchase goods (in person) and pay for services (in person).

### Types of VISA Debit Card Point-of-Sale Transactions

You may access your checking account(s) to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

### Health Savings Accounts (HSA) Debit Card Transactions

A HSA debit card is exclusively for the purpose of paying your or your family's qualified medical expenses.

### Transaction Dollar Limits - Using your card, the following daily limits apply:

Card Type	ATM Withdrawals	Point of Sale Transactions
ATM Card	\$360	\$360
WTB Debit Card	\$360	\$5,000
WTB Twist Debit Card	\$360	\$5,000
WTB Debit Rewards Card	\$360	\$5,000
WTB Debit Rewards Plus Card	\$1,000	\$10,000
WTB HELOC Debit Card	\$1,000	\$20,000
WTB Health Savings Debit Card	\$360	\$5,000

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

### Currency Conversion and International Transactions.

When you use your Visa® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 0.8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

### Advisory Against Illegal Use.

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

### Non-Visa® Debit Transaction Processing

We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are: NYCE Network. Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

### Online Banking Computer Transfers (types of transfers and charges)

You may access your account(s) by computer through the internet by logging onto our web site at watrust.com and using your user identification and password, to:

- Transfer funds from checking to checking or savings
- Transfer funds from savings to checking or savings
- Transfer funds from most lines of credit to checking or savings
- Make payments from checking or savings to most loan account(s) with us
- Make payments from checking to third parties using the bill payment service
- Get information about:
  - The account balance of checking or savings account(s)
  - The current and previous statement cycle's deposits to checking or savings accounts

- The current and previous statement cycle's withdrawals from checking or savings accounts.

### WTB Mobile Transfers - types of transfers

You may access your account(s) through the browser on your cell or mobile phone at watrust.mobi using online banking account credentials, to:

- Transfer funds from checking to checking or savings
- Transfer funds from savings to checking or savings
- Transfer funds from most lines of credit to checking or savings
- Make payments from checking or savings to most loan account(s) with us
- Make payments from checking to third parties via bill payment service
- Get information about:
  - The account balance of checking and savings account(s)
  - The current and previous statement cycle deposits to checking or savings accounts
  - The current and previous statement cycle withdrawals from checking or savings accounts

Please also see **Limitations on Frequency of Transfers** section regarding limitations that apply to computer transfers.

You may access your account(s) via text message on your cell or mobile phone using online banking account credentials, to:

- Transfer funds from checking to checking or savings
- Transfer funds from savings to checking or savings
- Transfer funds from most lines of credit to checking or savings
- Get information about:
  - The account balance of checking and savings account(s)
  - The current and previous statement cycle deposits to checking or savings accounts
  - The current and previous statement cycle withdrawals from checking or savings accounts

Please also see **Limitations on Frequency of Transfers** section regarding limitations that apply to computer transfers.

### Limitations on Frequency of Transfers

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers and/or withdrawals from your money market or savings account conducted in person at any branch, by mail or by ATM are unlimited. All other transfers including telephone transfers, online transfers, overdraft or minimum balance coverage, pre-authorized debits, point of sale purchases, and checks are limited to six withdrawals per calendar month or statement cycle (a period of at least four weeks.) Your individual four-week period starts at the beginning of each statement cycle (if you receive statements monthly or the calendar month (if you receive statements quarterly.) If these federally regulated limits are exceeded three (3) times within a six-month period, the Bank must discontinue the automatic services, close, or reclassify the account. You may be assessed an excess activity fee of \$5.00 for each transaction that exceeds the number allowed within the statement cycle.

### Fees

- We do not charge for direct deposits to any type of account.
- We do not charge for pre-authorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

### ATM Operator/Network Fees

When you use an ATM not owned by us or part of the MoneyPass ATM network, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

### Documentation

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Pre-authorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-788-4578 to find out whether or not the deposit has been made.
- **Periodic statements.**
  - You will get a monthly account statement from us for your checking accounts.
  - You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## Pre-authorized Payments

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
  - Call or write us at the telephone number or address listed in this document in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
  - Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of pre-authorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## Inactive Cards

If you do not activate your card within 60 days of receiving it your card could be automatically closed.

If you have not used your card in more than 180 days your card will be placed in an inactive status and could be closed due to inactivity.

## FINANCIAL INSTITUTION'S LIABILITY

### Liability for failure to make transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

## Confidentiality

We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. As explained in the separate Privacy Disclosure.

## Unauthorized Transfers

### (a) Consumer liability.

**Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### Additional Limit on Liability for VISA debit cards issued by Washington Trust Bank.

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S. or

to transactions using your Personal Identification Number which are not processed by VISA®.

### (b) Contact in event of unauthorized transfer.

If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed. You should also call the number or write to the address listed if you believe a transfer has been made using the information from your check without your permission.

### Error Resolution Notice

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

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for VISA debit card point-of-sale transactions processed by VISA and 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 (5 business days for VISA debit card point-of-sale transactions processed by VISA and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation:

### WASHINGTON TRUST BANK

### PRIORITY SERVICE

P.O. BOX 2127

SPOKANE, WASHINGTON 99210

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 800.788.4578; after hours 800.788.4578

To report a lost or stolen ATM card or debit card after hours, weekends or holidays, please call 800-788-4578.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST.

### Notice of ATM/Night Deposit Facility User Precautions

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.

9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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## FUNDS AVAILABILITY

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written or debits you have authorized.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and Federal holidays. When deposits are made directly to an employee at a branch on a business day, that day will be considered the day of your deposit. Deposits received at a Washington Trust Bank ATM after 12:00 noon on a banking day will be considered received at the opening of the next business day.

### Funds Availability for Mobile Deposit

**You agree that Electronic Images submitted through the Bank's Mobile Deposit from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC.** Our policy is generally to make funds from your Mobile Deposit available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Mobile Deposit will not be deemed "received" by us until we have received, reviewed,

and processed an Electronic Image that meets all of the requirements for deposits (including all requirements to create a Substitute Check stated in the Washington Trust Bank Terms and Conditions and any additional documentation). Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your account.

For determining the availability of your deposits, every day is a Business Day, except Saturday, Sunday, and Federal holidays. **If you make a deposit via Mobile Deposit after the cut-off time of 8:00 PM PT on a Business Day, or on any day that is not a Business Day, we will consider such deposit made on the next Business Day.**

### Longer Delays May Apply

#### Case-by-case delays

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

#### Safeguard exceptions

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### Special Rules For New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

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## Personal Banking Account Service Fees & Charges

### Common Features

#### ATM/VISA Debit Card

Card or PIN Replacement.....	\$5
Card or PIN Replacement, Rush order.....	At cost
WTB ATM Withdrawal.....	No charge
MoneyPass Affiliated ATM.....	No charge
Non-WTB ATM Withdrawal.....	\$2.50 per cash withdrawal or transfer (where applicable)

#### Bank Draft (Foreign)

Bank Draft (Foreign)..... Varies

These fees are based on services provided by a correspondent bank and vary by the type of draft ordered. Please contact your branch or Priority Service for more details.

#### Cashiers Checks

WTB Customer.....	No charge
Non-Customer.....	\$6

#### Check Cashing

Non-Customer.....	\$6
Federal or State Government Check.....	\$6

#### Check Order Delivery Services

Check Order Delivery Services..... Varies

The delivery fee varies depending on the type of service provided, whether orders are placed online, from a phone banker, or at a banking location, and what type of delivery method is chosen.

#### Check Printing Charges

Check Printing Charges..... Vary with style ordered

#### Collections (Domestic and Foreign)

Collections..... Pass thru fee with \$25 minimum

WTB facilitates payments for a non-check drawn on a U.S. bank (domestic) or for a check drawn on a non-U.S. bank (foreign).

#### Deposited Item Returned

Deposited Item Returned.....	\$9
Special Return Handling.....	\$10 per month minimum

#### Dormant Account

Dormant Account..... \$6 per month

Imposed on accounts with no customer initiated activity (deposits, withdrawals, transfers) within the past 30 consecutive months.

#### Excessive Transactions

Excessive Transactions..... \$5 each, after 6 per month

Imposed in any month the number of federally regulated withdrawals exceed six per calendar month. Transfers including telephone transfers, online transfers, overdraft or minimum balance coverage, pre-authorized debits, point of sale purchases, and checks are limited to six withdrawals per calendar month or statement cycle (a period of at least four weeks.) Your individual four-week period starts at the beginning of each statement cycle (if you receive statements monthly) or the calendar month (if you receive statements quarterly).

#### Expedited Online Bill Payment

Expedited Online Bill Payment..... Varies by delivery method

Pricing presented when using WTB Online or by calling 1-800-788-4578.

#### Extensive Account Research or Statement Reconciliation

Extensive Account Research or Statement Reconciliation..... \$50/hr

Minimum 1 hr., plus \$1 per photocopy

#### Garnishments/Levies

Garnishments/Levies..... \$75 unless limited by state law

#### Image with Statement Fee

Image with Statement Fee..... No charge

Each month images are included with the statement.

#### IRA External Transfer/Closing Fee, Per Account

IRA External Transfer/Closing Fee, Per Account..... \$30 per item

#### Money Orders

WTB Customer.....	No charge
Non-Customer.....	\$6

#### Notary, Per Request

Non-Customer Fee.....	Varies by state law
Washington State.....	\$10
Oregon State.....	\$10
Idaho State.....	\$2

#### Paid Overdraft & Returned Item Fees

Paid Overdraft Fee..... \$30 per item

(Imposed on any items\* we pay which create an overdraft on your account)

Returned Item Fee..... \$30 per item

(Imposed when items\* presented are returned unpaid)

Daily Maximum.....

In combination, the maximum number of Paid Overdraft and Returned Item Fees charged is eight (8) per business day. No Paid Overdraft or Returned Item fees will be charged if you are overdrawn by \$7 or less.

\*Items refer to checks, in-person withdrawals, ATM withdrawals or withdrawals by other electronic means.

#### Returned Mail

Returned Mail..... \$5 per month

(Imposed after returned statements are received by the Bank).

#### Safe Deposit Boxes

Annual Rental.....	Varies by size
Box Drilling.....	\$25 plus cost
Key Replacement.....	\$15 per key

#### Statement Fees

Additional Statement Mailed.....	\$3 per month
Paper Statement (Mailed, not electronic statement).....	\$3 per month
Statement Copy.....	\$2 per copy

## Personal Banking Account Service Fees & Charges

### Common Features

#### Stop Payment Fees

Stop Payment Standard.....	\$30
Stop Payment - WTB Online.....	\$16
Stop Payment - Bill Payment (WTB Online).....	\$30 per item

#### Sweep Transaction Charge

Funds Transfer for Overdraft Coverage	
From WTB Line of Credit.....	No Transfer Charge
From WTB Checking, Savings, or Money Market.....	\$5 per transfer
From WTB Visa Credit Card.....	\$10 per transfer

#### Wire Transfers, Each Wire

Domestic Outgoing.....	\$25
Foreign Outgoing.....	\$40*
Domestic/Foreign Incoming.....	\$13
On-Us Outgoing.....	\$7
On-Us Incoming.....	\$7
Online Domestic Outgoing.....	\$10
Online Foreign Outgoing.....	\$25

\*Additional foreign wire fees may be assessed by correspondent banks.

Charges and fees quoted in this schedule may change periodically. If you have any questions after reviewing this information, please contact any branch or Priority Service at 800-788-4578 Monday to Friday 7am–9pm PT, Saturday 8am–7pm PT or Sunday 10am–7pm PT. For additional disclosure information about fees and changes, refer to the Terms and Conditions for specific accounts.

# Standard Overdraft Practices

TABLE OF SERVICES FOR OVERDRAFT COVERAGE				
Coverage From	Washington Trust Bank Credit Card	Savings & Money Market Accounts	Checking Accounts	Washington Trust Bank Line of Credit
<b>How is Overdraft Protection set up?</b>	Upon customer request by visiting any branch or by calling Priority Service at 1-800-788-4578	Upon customer request by visiting any branch or by calling Priority Service at 1-800-788-4578	Upon customer request by visiting any branch or by calling Priority Service at 1-800-788-4578	Upon customer request by visiting any branch or by calling Priority Service at 1-800-788-4578
<b>What Triggers an Overdraft Protection Transfer?</b>	Any activity bringing your account into a negative balance	Any activity bringing your account into a negative balance	Any activity bringing your account into a negative balance	Any activity bringing your account into a negative balance
<b>How does it work?</b>	The transfer will occur from the credit card account you select for overdraft coverage to cover the amount overdrawn.	The transfer will occur from the account you select for overdraft coverage to cover the amount overdrawn.	The transfer will occur from the account you select for overdraft coverage to cover the amount overdrawn.	The transfer will occur from the account you select for overdraft coverage to cover the amount overdrawn.
<b>Minimum Transfer or Increment</b>	Transfers are made in increments of \$10 to cover the amount overdrawn.	Transfers are made in increments of \$10 to cover the amount overdrawn.	Transfers are made in increments of \$10 to cover the amount overdrawn.	Transfers are made in the exact amount to cover the overdrawn amount.
<b>Maximum Transfer</b>	Up to the available credit limit	Up to the balance available in the account you select for overdraft coverage	Up to the balance available in the account you select for overdraft coverage	Up to the available credit limit
<b>Cost per transfer</b>	\$10	\$5	\$5	No Charge
<b>Transfer Fee Assessed To</b>	The fee will be charged to the credit card account you select for overdraft coverage.	The fee will be charged to the account you select for overdraft coverage. <sup>1</sup>	The fee will be charged to the account you select for overdraft coverage. <sup>1</sup>	N/A
<b>Other</b>	Transfers for overdraft protection are considered cash advances and are subject to the cash advance interest rate and interest will begin to accrue immediately upon transfer.	These types of accounts have monthly transaction limits; if exceeded you could be assessed additional fees or your account could be reclassified. <sup>2</sup>	None	Interest will accrue on the outstanding balance of the line.

1) These fees may be waived for certain personal checking and savings account types. See Deposit Account Disclosure for details.

2) For additional details visit your local branch or review the Personal or Business Products Deposit Account Disclosure on watrust.com.