

Consumer Digital Banking Agreement (Online and Mobile)



Privately Owned. **Locally Invested.**

TABLE OF CONTENTS

Scope	4
Enrollment/ Application Forms	4
Your Responsibilities	4
Eligible Washington Trust Bank Accounts	4
Access Codes	5
Consumer Liability	5
Contact In Event of Unauthorized Transfer	5
Errors And Questions	5
Business Days and Hours of Operation	6
Digital Banking Services	6
Account Information	6
Internal Funds Transfers	6
External Funds Transfers	7
Bill Payment	7
How Bill Payments Are Made	7
Processing Bill Payments	7
Adding Payees	8
Cancelling Bill Payments	8
Stop Payments	8
Right to Stop Payment and Procedure for Doing So	9
Mobile Banking	9
Eligibility	9
Mobile Deposit	9
Eligible Items	9
Endorsements and Procedures	10
Receipt of Items	10
Funds Availability Cut-Off Times	10
Deposit Limits	10
Presentment	10
Image Quality	10
Disposal of Items	11
Representations and Warranties	11
Authorization; Consent to Use of Data	11
Ownership and License	11
Restrictions	12
Digital Banking Alerts	12
Fees	12
Statements	12

<u>Financial Insights – Terms and Conditions of Use</u>	<u>13</u>
<u>Monitoring By Washington Trust Bank</u>	<u>13</u>
<u>Information Provided by You or Linked from Your External Accounts</u>	<u>14</u>
<u>Information Made Available Through This Service</u>	<u>14</u>
<u>Disclaimer of Third-Party Information</u>	<u>14</u>
<u>Card Management</u>	<u>14</u>
<u>Account Information Disclosure</u>	<u>15</u>
<u>Third Parties</u>	<u>15</u>
<u>Third-Party Websites and Agreements</u>	<u>15</u>
<u>Third-Party Applications and Aggregation Services</u>	<u>15</u>
<u>Providing Us Instructions</u>	<u>16</u>
<u>Termination or Discontinuation of Services</u>	<u>16</u>
<u>System Outages, Slowdowns and Capacity Limitations</u>	<u>16</u>
<u>Privacy</u>	<u>16</u>
<u>Security</u>	<u>17</u>
<u>No Unlawful or Prohibited Use</u>	<u>17</u>
<u>Proprietary Content</u>	<u>17</u>
<u>Disclaimer of Warranties; Our Responsibility and Limitation of Liability</u>	<u>18</u>
<u>Indemnification</u>	<u>19</u>
<u>Waivers and Assignment</u>	<u>19</u>
<u>Changes to This Agreement</u>	<u>19</u>
<u>Governing Law</u>	<u>19</u>
<u>Browser and Operating System Compatibility</u>	<u>19</u>
<u>General</u>	<u>19</u>
<u>JH Digital Banking Terms of Use</u>	<u>19</u>

SCOPE

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

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

ENROLLMENT/APPLICATION FORMS

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

YOUR RESPONSIBILITIES

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

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

ELIGIBLE WASHINGTON TRUST BANK ACCOUNTS

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

ACCESS CODES

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

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

CONSUMER LIABILITY

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

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

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

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

Call us at:
800.788.4578

or

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

ERRORS AND QUESTIONS

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

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

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

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

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

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

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

BUSINESS DAYS AND HOURS OF OPERATION

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

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

DIGITAL BANKING SERVICES

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

ACCOUNT INFORMATION

You can obtain specific information about your accounts, including:

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

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

INTERNAL FUNDS TRANSFERS

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

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

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

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

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

EXTERNAL FUNDS TRANSFERS

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

BILL PAYMENT

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

How Bill Payments are Made

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

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

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

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

Processing Bill Payments

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

When you schedule a Bill Payment using Digital Banking, you authorize us to withdraw the necessary funds from your Pay From account. For Bill Payment requests that are made by check, we deduct the amount of your Bill Payment from your Pay From account on the date it is presented by the payee. To help ensure that your Bill

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

Adding Payees

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

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

Canceling Bill Payments

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

No Signature Required

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

STOP PAYMENTS

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

Right to Stop Payment and Procedure for Doing So

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

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

Refer to our current fee schedule for charges.

MOBILE BANKING

Eligibility

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

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

MOBILE DEPOSIT

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

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

Eligible Items

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

prior to the date of deposit; (viii) checks or items on which a stop payment order has been issued or for which there are insufficient funds; or (ix) checks or items otherwise prohibited by our current procedures relating to Mobile Deposit or which are otherwise not permitted under the terms of the Deposit Account Disclosure. Please see the Deposit Account Disclosure for further information regarding permitted and prohibited items for deposit.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through Mobile Deposit by writing “For Mobile Deposit Only at Washington Trust Bank” after your signature or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. You also agree to furnish any information in your possession that we may request regarding a check or item presented for deposit or deposited through Mobile Deposit. You further agree to cooperate with us in the investigation of any unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

Receipt of Items

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

Funds Availability Cut-Off Times

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

Deposit Limits

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

Presentment

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

Image Quality

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

Disposal of Items

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

Representations and Warranties

You represent and warrant to us that: (i) you will only submit eligible checks and items, and all checks or items will include all signatures required for their negotiation(s); (ii) you will not transmit duplicate items nor will you deposit or negotiate or seek to deposit or negotiate any previously transmitted check or item with any third party; (iii) images will meet our image quality standards in effect at that time; (iv) all information you provide to us is accurate and true, including that all images submitted through Mobile Deposit accurately reflect the front and back of the check or item at the time it was scanned; (v) you will use Mobile Deposit only for your own deposits and will not allow use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party; (vi) you will comply with the terms of this Agreement and all applicable laws, rules, and regulations; (vii) you are not aware of any factor which may impair the collectability of any item; and (viii) you agree to indemnify and hold us harmless from any loss or breach of the foregoing representations or warranties.

AUTHORIZATION; CONSENT TO USE OF DATA

WTB Online may be accessed on an Eligible Mobile Device or through a web browser by any customer of ours with an Account currently enrolled in the Digital Banking Service and a username and password that provides access to your account via Digital Banking. As an alternative to your password, you are required to set up a personal identification number (“Passcode”) on any Eligible Mobile Device. If your Eligible Mobile Device is so enabled, you may use your fingerprint or other biometric identifier to log into WTB Online. We do not collect this biometric information from your Eligible Mobile Device. Please note, however, that access to certain features may require an additional level of “step-up” authorization. You acknowledge and agree that you are solely responsible and liable for any and all activity related to access on or through your Eligible Mobile Device by you or any third party (a “Guest User”), and you hereby waive any claim that access through your Eligible Mobile Device by any Guest User was unauthorized.

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

OWNERSHIP AND LICENSE

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

You are granted a personal, non-exclusive, non-sublicensable, non-transferable license to install and use the Software (in machine-readable object code only) only on an Eligible Mobile Device you own or control, solely for your personal use, and as expressly permitted herein (“License”). This limited right to use the Software is revocable at our discretion. This is not a sale of the Software. All rights not expressly granted to you under this Agreement are hereby

reserved by us. Nothing in this License shall entitle you to receive hard copy documentation, technical support, telephone assistance, or updates to the Software. You agree that we shall have no obligation to correct any bugs, defects, or errors in the Software or to otherwise support, maintain, improve, modify, upgrade, update, or enhance Digital Banking or the Software. This License may be terminated at any time for any reason or no reason by you or us. Upon termination, you agree to immediately destroy all copies of any Software that has been downloaded to your Eligible Mobile Device or otherwise in your possession or control.

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

RESTRICTIONS

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

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

DIGITAL BANKING ALERTS

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

Because alerts are not encrypted, we will never include your passcode or a full account number. However, alerts may include your name and some information about your account. Depending on the type of alert, such information as account balance, transaction balance, and transaction information, including amount and location of an ATM transaction, or the due date of a credit payment may be included. Anyone with access to your alerts will be able to see this information.

FEES

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

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

STATEMENTS

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

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

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

FINANCIAL INSIGHTS – TERMS AND CONDITIONS OF USE

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

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

MONITORING BY WASHINGTON TRUST BANK

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

NO DETERMINATION OF SUITABILITY HAS BEEN MADE; NOT ALL RISKS ARE DISCLOSED; PRIVATE ADVISORS SHOULD BE CONSULTED

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

The fact that we have made the Financial Insights Services available to you constitutes neither a recommendation that you enter into a particular transaction nor a representation that any product described is suitable or appropriate for you. Neither we nor our third-party providers are financial planners, investment advisors, or tax advisors for the

purposes of your use of Financial Insights. You should neither construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts, and you may want to consult your business advisor, attorney, and tax and accounting advisors concerning any contemplated transactions.

INFORMATION PROVIDED BY YOU OR LINKED FROM YOUR EXTERNAL ACCOUNTS

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

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

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

INFORMATION MADE AVAILABLE THROUGH THIS SERVICE

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

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

DISCLAIMER OF THIRD-PARTY INFORMATION

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

CARD MANAGEMENT

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

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

ACCOUNT INFORMATION DISCLOSURE

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

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

THIRD PARTIES

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

THIRD-PARTY WEBSITES AND AGREEMENTS

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

THIRD-PARTY APPLICATIONS AND AGGREGATION SERVICES

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

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

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

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

Bank is not responsible for ensuring successful termination of any agreement between you and any third-party entity or Aggregation Service Provider.

PROVIDING US INSTRUCTIONS

For some Services, we may choose to honor your request to give us verbal or written instructions regarding the Services. You agree that we may in good faith rely on such verbal or written instructions that purport to come from you, another account holder, or any Authorized Representative without independent verification by us. You may elect to send or receive instructions, alert notifications, or reports from us related to Services through various electronic means, including without limitation facsimile transmission, voice mail, unsecured email, text message to a mobile device, pager, or other electronic or telephonic methods ("Electronic Transmission"). In doing so, you acknowledge that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay, and observation or receipt by unauthorized personnel. You agree that we may rely in good faith on your instructions regarding how and to what number or email address Electronic Transmissions should be sent and may rely on any Electronic Transmission that we reasonably believe to have been initiated by you. Should you elect to send or receive Electronic Transmissions to or from us, you assume all risks, and we will not be liable for any loss that results from the non-receipt, disclosure or alteration of any such Electronic Transmission.

TERMINATION OR DISCONTINUATION OF SERVICES

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

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

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

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

SYSTEM OUTAGES, SLOWDOWNS, AND CAPACITY LIMITATIONS

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

PRIVACY

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

SECURITY

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

NO UNLAWFUL OR PROHIBITED USE

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

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

PROPRIETARY CONTENT

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

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

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

DISCLAIMER OF WARRANTIES; OUR RESPONSIBILITY AND LIMITATION OF LIABILITY

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

NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. Neither we nor any of our third-party providers shall have any responsibility to maintain any portion of Digital Banking or to supply any corrections, updates, or releases in connection therewith. Availability of Digital Banking is subject to change without notice.

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

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

INDEMNIFICATION

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

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

WAIVERS AND ASSIGNMENT

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

CHANGES TO THIS AGREEMENT

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

GOVERNING LAW

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

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

BROWSER AND OPERATING SYSTEM COMPATIBILITY

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

GENERAL

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

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

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

This Agreement was last updated on December 1, 2023. Please check back periodically for updates and changes.

JH DIGITAL BANKING TERMS OF USE

The primary provider for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "JH", "we" or "us"). By enrolling in our Service, you agree to these terms of use (the "Agreement"). Please read this Agreement carefully before using the Service. The Service includes the Software and the App as defined below. This Agreement applies to both the consumer version of the Service and App ("Banno") and the business version of the Service and App ("Banno Business").

By enrolling in, accessing or using the Service, you agree to be bound by this Agreement and all of its terms without change. This Agreement is between JH and you, the user. If you are using Banno Business on behalf of a company or other organization, such company or organization will also be considered a party to this [Agreement](#) and you represent and warrant that you have the authority to bind such company or organization to this Agreement. **THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.**

(i) **General.** JH is not the provider of any of the financial services available to you through the Service and JH is not responsible for any of the materials, information, products or services made available to you through the Service. You acknowledge and agree that JH is the owner of all right, title and interest in the online and/or mobile technology solution made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates or versions, regardless of the media or form in which they may exist (together, the "Software").

You may not use the Software unless you have first accepted this Agreement. Subject to the terms and conditions of this Agreement, we grant you a subscription to use the Software (in machine readable object code form only) in accordance with this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale or license of the Software. All rights not expressly granted to you by this Agreement are reserved by JH. Nothing in this Agreement will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This subscription may be terminated at any time, for any reason or no reason, by you or JH. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or are otherwise in your possession or control. You will not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) engage in any screen scraping or data mining of the Software; (v) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright; or (vi) use the Software to train any generative artificial intelligence application. The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern. You agree to use the Service, the App and the Software in compliance with applicable laws and for your own personal use only or, if you are a subscriber of Banno Business, only for your use on behalf of your business or organization for its internal business purposes.

(ii) **Privacy.** JH may access personal information while you use the Service. JH may access records held by your financial institution for such information as your phone number, home address or email address. JH will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, JH will use the phone number to pre-populate forms that expect a personal phone number for contacting you. If you grant permission to use your device's location, JH will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, JH will use that information to add an image to a transaction, to attach a document to chat,

and add a photo to your profile. If you grant permission to use a camera, JH will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. Our privacy practices regarding your personal information can be found in our privacy policy located at <https://www.jackhenry.com/privacy-policy> (the "JH Privacy Policy"). If you are a subscriber of Banno Business, business-to-business exceptions in certain privacy laws may apply to your information. In addition to the JH Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution. In the event of conflict between the JH Privacy Policy and your financial institution's privacy policy, your financial institution's privacy policy will control. Under applicable privacy laws, you may have certain rights such as the right to collect your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Please see your financial institution's privacy policy if you wish to make any requests under these rights. JH acts as a processor or service provider to its financial institution customers who act as controllers of your personal information and are primarily responsible for handling such requests. We will cooperate with any privacy rights requests we receive from your financial institution. If you use the Service to make bill payments or engage in transactions with other companies, those companies should also have a privacy policy that addresses the use of your personal information and your privacy rights.

(iii) **Source of Information.** The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). JH does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) **Your Responsibility for Information.** You are responsible for providing JH with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately. Text messaging services may be provided by your financial institution. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

(v) **Your Account.** If you use the Service, you are responsible for maintaining the confidentiality of your Account and password and for restricting access to your device, and you agree to accept responsibility for all activities that occur under your Account or password. Make sure to log out of your Account when you are finished using the Service. If your status as a user of the Service is terminated, you will (i) stop using the Service and any information obtained from the Service, and (ii) destroy all copies of your account information, password and any information obtained from the Service. We encourage you to use strong passwords that use a combination of upper and lowercase letters, numbers and symbols, contain at least ten characters and are not used by you with other services or websites. You agree to provide accurate information when you register. You will immediately notify us of any breach of security or unauthorized use of your Account. We will not be liable for any losses or other damages caused by any unauthorized use of your Account. We may delete your Account and any data in your account at any time and move the location where we store your Account information in our sole discretion. We may suspend your Account and use of the Service at any time for any reason including any potential security threat or fraud. You grant us a perpetual, irrevocable, non-exclusive, sublicensable, transferable and royalty-free right to use, store, copy, transmit and modify any data you submit on the app and you represent and warrant to us that you have the right to provide such data.

(vi) **Rights You Grant to JH.** By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to JH through the Service, you are voluntarily supplying that content to JH for the purpose of providing the Service to you. By submitting such information to JH, you represent that you are entitled to submit it to JH for use for this purpose, without any obligation by JH to pay any fees. By using the Service, you expressly authorize JH to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. JH will submit information including user names and passwords that you provide to log you into the site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and

retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vii) **Links to Third Party Sites.** The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because the JH Privacy Policy is applicable only when you are on the Service or our website, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

(viii) **No Unlawful or Prohibited Use.** As a condition of your use of the Service, you warrant to JH that you will not use the Service for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use the Service automatically terminates. You will not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service. You will not republish JH content or other content from the Service on another website or app or use in-line or other linking to display such content without our permission. You will not introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service. You will not use the Service for benchmarking purposes, use another Service user's account, reverse-engineer the Service or use the Service to develop any competing product or service. You will not identify us or display any portion of the Service on any site or service that disparages us or our products or services, or infringes any of our intellectual property or other rights or refer to JH or the Service in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and us, other than your permitted use of the Service under this Agreement, without JH's express written consent. If you are under the age of 13, you are not permitted to use the Service.

(ix) **Mobile Devices.** To use the mobile app provided with the Service (the "App"), you must have a mobile device that is compatible with the App. We do not warrant that the App will be compatible with your mobile device. You are responsible for any message and data rates from your mobile service provider when you use the App. You must comply with all rules and regulations of your mobile service provider and the mobile app store from which you download the App. If you download the Mobile App from the Apple App Store, you acknowledge and agree that this Agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to us as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the App against you as a third-party beneficiary.

If you download the App from the Google Play Store: (i) you acknowledge that the Agreement is between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or this Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to the App.

(x) **Consent to Use of Data.** You agree that JH may collect and use data and information about you, your device, system and application software, and peripherals, that is gathered through your use of the Service to facilitate the provision of software updates, product support, product enhancements and other services (if any) related to the

Service. JH may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(xi) **Disclaimer of Warranty.** THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xii) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) **Analytics.** To assist JH in maintaining and improving this application, JH uses multiple analytics and logging platforms to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Analytics platforms generally do not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information, although they may use anonymized identifiers. The information helps JH improve the performance of this Service for you. More information on analytics services, including analytics cookies, can be found in the JH Privacy Policy.

(x) **Dispute Resolution.** You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service or this Agreement will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest to you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**

(xi) **Miscellaneous.** This Agreement constitutes the entire agreement between you and JH concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement

of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, the App or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.