



TERMS AND CONDITIONS

Credit Card Agreement: MasterCard® / MasterCard® Gold Effective January 2013

Please read and keep this Cardholder Agreement for your records. This Agreement governs your credit card Account with us. Use of your Washington Trust Bank Account by you, or by someone authorized by you, constitutes acceptance of the terms of this Agreement and disclosure. If you do not accept these terms, do not use the cards and return the cards to us. We reserve the right to change the rates, fees, and terms of this Agreement at any time.

ACCOUNT USE

You promise to pay for all transactions, interest charges, and fees assessed to your Account, including any past due amounts. This Agreement is binding if you use your Account or make a payment on it.

Authorized User: If you let anyone use your Account, that person is an authorized user. You may request a card be issued for an authorized user, and this Account may appear on the authorized user's credit report. Authorized Users may have the same access to information about the Account. You are responsible for all charges made by authorized users. You must notify authorized users that 1) if you do not pay us, we may seek payment from them for charges they make or authorize; 2) we may obtain, provide, and use information about them; and 3) their use of the Account is subject to all terms of this Agreement.

You may use your Account for the following types of consumer transactions:

1. **Purchases:** Buy or lease goods or services with your Card. Purchases include Account Fees as well as Transaction Fees and adjustments associated with any purchase
2. **Cash Advances:** Obtain cash from a participating financial institution or merchants, or from an automated teller machine (ATM), write an Access Check, or purchase money orders, travelers checks, and foreign currency redeemable for cash or transfer funds from your Account to your Washington Trust Bank personal checking account for Overdraft Protection. If you use your Account for Overdraft Protection, we will automatically transfer enough funds from your Account (up to your credit limit) to cover an overdraft of \$1.00 or more. All Access Checks include an expiration date printed at the top. We will honor Access Checks received for payment before the expiration date printed on the check, provided your Account is open and in good standing, with available credit. Access Checks without a printed expiration date will not be honored.

Limitations on Account Use

--Personal Use: Your Account will only be used for personal, family, or household purposes. You may not use your Account for business or commercial purposes.

--Payments to Washington Trust Bank Accounts: You may not use a Cash Advance or Access Check to make a payment to another Washington Trust credit account.

--Illegal Transactions: The use of this Card for illegal transactions is prohibited. Your Card and Account may be used only for valid and lawful purposes. If you use, or allow someone else to use, the Card or Account for any other purpose, you will be responsible for such use and may be required to reimburse Washington Trust Bank and VISA or MasterCard for all amounts or expenses either Washington Trust Bank, VISA or MasterCard pays as a result of such use. For example, Internet gambling transactions may be illegal in your state. Display of a payment card logo by an online merchant does not mean that the Internet gambling transaction is legal where you conduct it. We will not be liable if you engage in illegal transactions and we may deny authorization of any transactions identified as Internet gambling.

--Credit Limit: Your credit limit is disclosed to you when you receive your card and on your monthly statement. We may change your credit limit from time to time and we base that decision on a number of factors such as your payment and transaction history with us and information we receive from third parties including credit reporting agencies. The amount shown on your monthly statement as Credit Available does not take into consideration any Purchases, Cash Advances, interest charges, fees and any other transactions, or credits which post to your Account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded. You promise to make Purchases and Cash Advances only up to that limit – meaning the total outstanding balance on your Account plus authorizations at any time must not be more than your credit limit. If you attempt a transaction which results in your total outstanding

balance (plus authorizations) exceeding your credit limit, we may respond in the following ways: 1) We may permit the transaction without raising your credit limit; 2) We may allow the transaction but treat the amount of that transaction that is over the credit limit as immediately due; or 3) We may decline the transaction. If we decline the transaction we may advise the person who attempted the transaction that it has been refused. In the case of a declined Check Cash Advance we may advise the person presenting the Check Cash Advance that the credit has been refused or that there are insufficient funds to pay the Check Cash Advance. If you use the Account for more than your limit, we may charge you for all transactions without giving up our rights under this Agreement. You must pay any amount over your credit limit immediately upon request. If we have allowed you to exceed your credit limit in the past that does not mean that we will allow you to exceed your credit limit again.

--Authorizations: Some transactions require our prior authorization. We may limit the number of authorizations we give in a day. We may deny an authorization if you are in default, if we suspect fraudulent activity, or for other reasons. We are not liable for any failure to authorize a transaction. You are liable for any transaction we authorize even if we should not have authorized it because you are or would be in default as a result of the transaction.

Statements and Payments

Promise to Pay: When you use your Account or allow someone else to use it, each of you promises to pay the total amount of the Purchases, Cash Advances or Balance Transfers whether a sales draft is signed or not. Each of you also promises to pay any and all interest charges, fees and any other transactions which become due on the Account.

Statements: Each month, in which you have an undisputed credit or debit balance of \$1.00 or more, you will receive a statement showing your new balance. Your statement also shows the minimum amount you must pay and the latest day we must receive your payment. The due date is at least 25 days after the statement date.

Minimum Payment: You must make at least the Minimum Payment Due by the Payment Due Date shown on your statement. Your Minimum Payment Due will be either 3% of the total balance or \$10, whichever is greater. Payments made in any billing cycle that are greater than the Minimum Payment due will not affect your obligation to make the next Minimum Payment, and if you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts. We may reject payments that are not drawn in U.S. dollars or those drawn on a financial institution outside the United States. We reserve the right to reject a payment if your Account has a credit balance as of the day we receive that payment. Generally, credits to your Account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Minimum Payment due.

Total Amount Due: You may pay your Total Amount Due at any time. Each billing cycle you must pay at least the Minimum Payment due as shown on your monthly statement by its Payment Due Date. If you are past due or overlimit on your Account, these amounts will be added to your Minimum Payment due.

Whole Balance Due: If you miss a payment or break one of your promises under this Agreement, we may demand full payment of your entire balance without advance notice. The only exception is a valid argument over a charge to your Account. We may also demand full payment if you die, if another creditor tries to attach or seize your property or garnish your wages, or if you are past due or in default on any other obligation to Washington Trust Bank.

Payments on your Account: You must pay each month at least the Minimum Payment due shown on your monthly statement by its Payment Due date. You may pay the entire amount you owe us at any time. If you choose to make your payment by check we may elect to process that payment as an electronic funds transfer and each time you send a check you authorize a one-time electronic funds transfer. However, we may also choose to process your payment made by check as a check or paper draft. Funds may be withdrawn from your Account as soon as the same day we receive payment instructions.

We credit payments as of the date received, if the payment is: 1) received by 5pm local time at the address shown on the remittance slip on the front of your monthly statement; 2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and 3) sent in the return envelope with only the bottom portion of your statement accompanying it. Payments received after 5pm local time at the remittance

address on any day including the Payment Due Date, but that otherwise meet the above requirements; will be credited as of the next day. Payments made by 5pm EST online through WTB Credit Card Tracker will be credited the same day. Credit for any other payments may be delayed up to five days. If your Account has balances with different APRs, we will allocate the amount of your payment equal to the Minimum Payment due to the lowest APR balances first. Payment amounts in excess of your Minimum Payment due will be applied to balances with higher APRs before balances with lower APRs.

Default: You will be in default of this Agreement if 1) you fail to make the required Minimum Payment due by its Payment Due Date; 2) your total outstanding balance exceeds your credit limit; or 3) you fail to abide by any other term of this Agreement. Our failure to exercise any of our rights when you default does not preclude us from exercising our rights upon later default. We may require immediate repayment if you default on this Agreement in addition to any other remedies contained in this Agreement. If collection action becomes necessary, or if you violate this Agreement, we may bill you a collection fee. Attorney's fees, whether or not a suit is filed, are included in these costs.

Other Payment Terms: We can accept late payments, partial payments or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our Collection Officers. You may not use a postdated check to make a payment unless directed by a Collection Officer and sent to a specified address. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action that we elect to take.

RATES and FINANCE CHARGES

Rates: Annual Percentage Rates (APRs) for your Account are listed on the Interest Rate and Interest Charges Table. The Daily Periodic Rate is determined by dividing the Annual Percentage Rate by the number of days in a year, rounded to the next highest hundred thousandth of a percentage point. We reserve the right to amend these APRs.

Purchases: The APR for Purchases is a variable rate and is determined by adding a margin of 9.99% to the Prime Rate.

Cash Advances: The APR for Cash Advances is a variable rate and is determined by adding a margin of 12.99% to the Prime Rate.

Penalty APR: The Penalty APR will vary and is determined by adding a margin of 15.99% to the Prime Rate

Variable Rates: One or more of the APRs described in this document may vary monthly based on the Prime Rate. Rates shall be adjusted on the first day of each billing period ("Change Date"). The APR on each Change Date shall equal the highest Prime Rate published in The Wall Street Journal on the last date of publication in the calendar month preceding each Change Date, PLUS a Margin as described above. Beginning on the date a rate adjustment is effective and until the next Change Date, the Daily Periodic Rate then in effect will be applied to the balance in the Account to determine the Finance Charge. An adjustment in the APR applies to new cash advances, balance transfers, credit purchases, and other charges. An increase or decrease in the Prime Rate will cause an increase or decrease in the APR and may increase the amount and number of minimum payments. The rate of Finance Charge shall not exceed the maximum rate permitted by law, if any is applicable. If the Wall Street Journal does not publish the U.S. Prime Rate or if it changes the definition of the U.S. Prime Rate, we may substitute another index.

Penalty APR: If at any time you are more than 60 days late in making the required monthly Minimum Payment, we may elect to increase your Purchase, Cash Advance, and/or Balance Transfer APRs, including any Promotional Rate APR. When you make at least your monthly payment on or before the due date for six consecutive months immediately following the rate increase to the penalty rate, your APR will return to the previous rate.

Grace Period: You will have a grace period on New Purchases provided you Pay in Full by the statement due date. New purchases are subject to finance charges if the prior statement balance was not paid in full. You do not have a Grace Period on Cash Advances, Overdraft Protection, or Balance Transfers.

Periodic Finance Charges: Your balance subject to Finance Charge shown on your billing statement is arrived at by completing the following calculations: We calculate a portion of the Finance Charge on your Account by applying the Daily Periodic Rate to the Average Daily Balance of your Account. To compute the Average Daily Balance, we take your beginning balance, add any new transactions or other debits, subtract any payments or other credits. Then, we sum daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance. We do this calculation separately for Purchases and Cash Advances. For Purchases, the beginning balance is calculated from the posting date. If the previous balance on the statement was paid in full during the first 25 days of the billing cycle, the Average Daily Balance is considered \$0. For Cash Advances and Balance Transfers, the beginning balance is calculated from the transaction date. In addition, we calculate a portion of the Finance Charge by applying a Cash Advance Fee to each Cash Advance.

Cash Advance Fees: For each Cash Advance, we will charge the Cash Advance Fee. Balance Transfers will also incur Cash Advance Fees unless otherwise stated.

Overdraft Protection Transfer Fee: For each Overdraft Protection transfer of \$7 or more, we will charge the Overdraft Protection Transfer Fee.

Minimum Finance Charge: Whenever the calculated Finance Charge is less than \$1.00, we will assess a minimum Finance Charge of \$1.00.

OTHER FEES

Individual Fees are listed on the Interest Rate and Interest Charges Table.

Annual Membership Fee: The Annual Membership fee is waived if you have an open

personal Washington Trust Bank checking account in good standing. If the Fee applies, it will be assessed if your Account is open or if you maintain an account balance, whether or not you have active charging privileges.

Late Fees: A Late Fee will be added to the balance of your Account for each billing period you fail to pay, by its due date, the Minimum Amount Due.

Returned Payment Fee: A Returned Payment Fee will be added to your Account for any payment on your Account that is returned to us unpaid.

Copy Charge/Card Replacement Charge: Your account will be charged a copy charge of \$2 per page for copies of a statement or check, and \$5 for a copy of a sales receipt you request from us, except those items associated with a billing dispute. You may be assessed a fee \$3 for replacing your credit card for reasons other than card expiration or you report your card stolen.

Rates, fees, and terms may change: Washington Trust Bank may change the rates, fees and terms of your Account at any time for any reason. These reasons may include competitive or market-related factors. If we make a change for any reason, other than an increase or decrease in the Prime Rate, you will receive advance notice and a right to opt out in accordance with applicable law.

OTHER IMPORTANT INFORMATION

Lost or Stolen Cards: If your Card is lost or stolen, or if you think your Account is being used without your permission, you must notify us immediately at 800.788.4578.

Cancellation: You may cancel this Agreement any time for any reason. If you do cancel, you must notify us and destroy all cards and/or access checks or other credit devices we have issued for the Account. We may also cancel or suspend your Account or otherwise terminate your right to use this Account at any time for any reason. You must destroy all of the cards and/or access checks or other credit devices that we have issued as soon as this happens. Even though the Account is canceled, you are still liable for all purchases, advances and charges made on the Account.

Transactions after Your Account is Closed: When your Account is closed, it is your responsibility to contact anyone authorized to charge transactions to your Account, such as health clubs, cell phone providers or insurance companies. These transactions may continue to be charged to your Account until you change your billing with the providers of those services. If we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account.

Refusal To Honor Your Account: We are not liable for any refusal to honor your Account – this can include both a refusal to honor your account number or a check written on your Account. We are not liable for the retention of your card by us, any financial institution or any provider of goods and services.

Changing of Our Agreement: We may change the terms or amend this Agreement at any time. We may do so by adding, deleting or changing provisions of this Agreement. We may increase or decrease any or all of your APRs, including any Promotional APRs. When we amend this Agreement we will comply with State and Federal Regulations that are in effect at that time. APR increases will not impact existing balances unless you are more than 60 days late with a payment. If an amendment to this Agreement gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and we may ask you to return your cards and/or access checks or other credit devices as a condition of your rejection. We may replace your card with another card at any time.

Security Interest: To secure payment and performance obligations under this credit card Account, we may take a security interest in one of more of your personal assets to include, but not limited to, a personal savings account or time certificate of deposit. Your intention to grant a security interest will be supported by a separate security agreement. The annual percentage rate will not take into consideration required deposits. If you sign a Security Agreement with Washington Trust Bank and grant the Bank a security interest in something other than your primary residence, that collateral may also secure your indebtedness under your Account.

Credit Reports: You authorize us to obtain information about you including information from third parties such as credit reporting agencies and information about your transaction history with us and other companies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at Credit Card Services, Washington Trust Bank; P.O. Box 2127; Spokane, WA 99210-2127 and explain what information you believe is inaccurate or incomplete. Please include your name, address, phone number, and account number in your correspondence.

Negative Information Disclosure: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Sign Your Card: You should sign your card before you use it.

Telephone Monitoring: We may listen to and record telephone calls between you and us for the purpose of monitoring and improving the quality of service you receive. Where you have provided a cell phone number directly to us, or placed a cell phone call to us, you consent and agree to accept collection calls or texts to your cell phone from us. For any telephone or cell phone calls we place to you, you consent and agree that those calls may be automatically dialed and/or use recorded messages.

Foreign Currency Transactions/Fees: If you make a transaction in currency other than U.S. dollars, VISA or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your transaction. We will charge you a Foreign Currency Transaction Fee, if applicable, of the U.S. dollar amount for each converted purchase and cash advance transaction.

Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to

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

Waiver: We can waive or decline to enforce any of our rights under this Agreement at any time without affecting any of our rights under this Agreement.

We May Sell Your Account: We may at any time and without notice to you, sell assign or transfer your Account, any sums due on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.

Change Your Address: You must notify us when you change your address. In order to keep accurate records on your Account we must have current address and telephone number information for the Account that you have with us. We may also receive this information via the postal service or from other sources. When you change your address or telephone numbers, you must notify us promptly of that information.

Governing Law: This Agreement is governed by the laws of the state of Washington (without regard to its conflict of laws principles) and by any applicable federal laws.

YOUR BILLING RIGHTS (KEEP THIS DOCUMENT FOR FUTURE USE)

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find a Mistake on Your Statement: If you think there is an error on your statement, write us at Washington Trust Bank, Credit Card Services, P.O. Box 2127, Spokane WA 99210-2127

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us

-Within 60 days after the error appeared on your statement.

-At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter: When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

-We cannot try to collect the amount in question, or report you as delinquent on that amount.

-The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

-While you do not have to pay the amount in question, you are responsible for the remainder of your balance

-We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

-If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

-If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter is settled between us.

Your Rights If you Are Dissatisfied with Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address; and the purchase price must have been more than \$50. (NOTE: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with the check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Washington Trust Bank, P.O. Box 2127, Spokane, WA, 99210-2127.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Information about the rates and fees if the card described in this Agreement are accurate as of the date of printing, January 2013. This information may have changed after that date. To find out what may have changed,

call us at 800.788.4578, or write to us at P.O. Box 2127, Spokane, WA 99210-2127. MasterCard is a registered trademark of MasterCard International Incorporated and is used by the issuer pursuant to license.