

## ONLINE BANKING TERMS AND CONDITIONS

Please read these Terms and Conditions carefully and keep them for future reference.

**Definitions.** The words you and you refer to either and all of the persons signing the Application. The words we, us, and our refer to the State Bank of India (California) identified in the Application. The words your deposit accounts refer to the deposit accounts with us identified in the Application. The words your loan accounts refer to the loan accounts with us on which either or all of you are obligated to us. The words your accounts refer to your deposit accounts and your loan accounts. The words our internet service refer to our Consumer Online Banking. The word terms refers to these Terms and Conditions. ACH refers to Automated Clearing House.

**Security.** We work hard to make our website secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website.

**Access to Accounts Via the Internet.** Subject to the terms set forth below, we will provide you with our internet service pursuant to which you can access your accounts by computer via the internet through our website using your username and password and providing such other information as may be required by our website to accomplish the following:

- Transfer funds between your deposit accounts.
- Make payments from your deposit accounts to third parties pursuant to our Online Bill Payment Program described below.
- Get information about your accounts, such as account balances or information on deposits or withdrawals.
- The following frequency and/or dollar limitations apply to transfers pursuant to our internet service:

Bill Pay transactions - \$10,000.00 for single transaction, \$20,000.00 for daily limit

ACH Transfers: internal to external - \$5,000 daily limit

ACH Transfers: external to internal - \$10,000.00 daily limit

People Pay: Overall Limit - \$500.00 for single transaction \$ 1,000.00 daily.

Foreign Remittance Transfers - Based on your account type, up to \$50,000 daily limit. Some accounts may have higher limits based on pre-approval.

- In addition to any charges indicated elsewhere in this or other agreements or disclosures, we charge as follows for transfers pursuant to our internet service:

ACH Internal to External transfers - \$5.00 per transfer

Foreign Remittance Transfers - See Schedule of Fees

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent deposit account or any overdraft line of credit on that deposit account. We will promptly provide you with a username, password, the address of our website through which you can access your accounts, and such other information as you will need to participate in our internet service. You can arrange for a change of your password by calling the number set forth below. Please see the Limitations on Frequency of Transfers below.

**Online Bill Payment Program.** Except as otherwise provided in a future separate written agreement (which will be required for payments via ACH), the following is our Online Bill Payment Program:

- We will make payments from any of your checking accounts identified in the Application to third parties by preparing, signing, and mailing checks drawn on such accounts on your behalf per your instructions on our website.
- We will not be responsible for tardiness of payments if they are mailed within seven full business days after the later of (a) the date your instructions are entered on our website, or (b) a subsequent date stated in your instructions on our website.
- Unless otherwise required by law, we will not be liable for indirect, special, or consequential damages for failure to mail, or erroneous or tardy mailing, under this program.
- There are no additional charges for our Online Bill Payment Program.

**Hardware and Software Requirements.** We will promptly provide you with a statement of the computer hardware and software requirements to participate in our internet service. We can change these requirements and will give you advance notice of any such changes. Unless you comply with such changes, you will not be able to participate further in our internet service. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

**Electronic Disclosures and Notices.** This Disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent.

Finally, you must give us your consent electronically in response to this request. You understand prior to giving your consent that:

- (1) Your consent applies to disclosures and notices regarding your accounts or our internet service, and it applies to your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
- (4) You can withdraw your consent at any time by calling us; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

**Stop-Payment Orders.** To be effective, a stop-payment order must be received in time to allow us a reasonable opportunity to act on it, and for some ACH debits must be received at least three banking days before the scheduled date of transfer. To be effective, a stop-payment order must identify the payment sufficiently to allow us a reasonable opportunity to act on it. If the payment is by check, or if the payment is by ACH debit and we give notice at the time an oral stop-payment order is received that written confirmation is required and provide an address where the written confirmation can be sent, an oral stop-payment order is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. Properly signed written stop payment orders are effective for 6 months after date received and will automatically expire after that period unless renewed in writing. With respect to ACH debits, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders.

We will charge you \$10.00 for each stop-payment order you give.

**Hours of Operation.** You ordinarily can participate in our internet service 24 hours a day - 7 days a week. However, we reserve the right to suspend our internet service from time to time as we deem appropriate.

**Transaction Posting.** Transactions entered on our website on or before 3:00 PM CST for Bill Pay transactions, 7:55 PM CST for ACH transfers (internal to external or external to internal), or 7:30 PM PST for People Pay transactions on any business day will be posted on the same day. Transactions entered on our website on weekends, federal holidays or after 3:00 PM CST for Bill Pay transactions, 7:55 PM CST for ACH transfers (internal to external or external to internal), or 7:30 PM PST for People Pay transactions on a business day will be posted by the end of the next business day.

**Assignment and Delegation.** We can assign our interest and responsibilities under this agreement, delegate our responsibilities under this agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this agreement, as we deem appropriate.

**Limitations on Frequency of Transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Regardless of anything else in this or other agreements, transfers and withdrawals from a savings account to another of your accounts or to third parties by preauthorized, automatic, telephonic, or computer transfer, or by check, draft, debit card, or similar order to third parties, cannot exceed six per calendar month or statement cycle of at least four weeks.

For security reasons, there may be other limitations on the number of transfers you can make.

**Termination.** We can terminate your right to participate in our internet service at any time if you fail to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee. Either you or we can terminate this agreement without cause upon 30 days advance notice.

**Changes in Terms.** We can change these terms by giving you notice as required by law. Continued use of our internet service by you after notice of a change in terms constitutes acceptance of the change.

**Notices.** Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them in writing.

**Irreconcilable Conflicts.** These terms supersede those of your deposit or loan account agreements to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using our internet service. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to our internet service, even if your account agreements provide that multiple signatures are required for withdrawal.

### FEES

Except as indicated elsewhere in this or other agreements or disclosures, we do not charge for our internet service.

We can debit any fees to any of your deposit accounts without notice.

### DOCUMENTATION

**Periodic Statements.** You will get a monthly account statement from us for your deposit accounts, unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

## ERROR RESOLUTION NOTICE

### FINANCIAL INSTITUTION'S LIABILITY

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line, and the transfer would go over the credit limit.
- (3) If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) If the funds are subject to legal process or other encumbrance restricting the transfer.
- (5) There may be other exceptions stated in our agreement with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:

- (1) Deficiencies in your computer hardware or software or in your ability or care in using them, or
- (2) Problems relating to your access to the internet.

### CONFIDENTIALITY

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

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

### UNAUTHORIZED TRANSFERS

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

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

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or was provided electronically if you consented to receiving the statement that way, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

**Contact in Event of Unauthorized Transfer.** If you believe your code has been lost or stolen, call or write us at the telephone number or address listed below. You should also call the number or write to the address listed below if you believe a transfer has been made using the information from your check without your permission.

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you, or provided electronically to you if you consented to receipt that way, the FIRST statement on which the problem or error appeared.

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

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

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

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

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

STATE BANK OF INDIA (CALIFORNIA)  
707 WILSHIRE BLVD. STE 2900  
LOS ANGELES, CA 90017-3587  
Business Days: Monday through Friday  
Phone: 1-877-707-1995  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

# Bill Pay and Transfer Supplemental Agreement

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## 1. General Terms

**NOTE:** If you are a State Bank of India (California) ("SBIC) Checking account holder, some products and services may not be available to you via the Online Service. You may, however, make payments to third parties using Bill Payment. If you are a SBIC Checking account holder and also have a SBIC Loan, you may not be able to use Bill Payment or make payments to SBIC Loans.

This Bill Payment and Transfers Agreement ("Addendum") supplements the Online Service Agreement ("Initial Agreement") to which you agreed at your initial logon to the Online Service, and amends and becomes a part of the Initial Agreement. The terms of the Initial Agreement are hereby ratified, affirmed and incorporated herein, and shall continue to apply in all respects, as amended hereby. Any capitalized term used but not defined herein shall be given the meaning ascribed thereto in the Initial Agreement. In the event of any conflict between the terms of the Initial Agreement and this Addendum, the terms of this Addendum shall be controlling. All references hereinafter to the term "Agreement" shall mean the Initial Agreement as modified by this Addendum.

## 1. Payments and Transfers

### 1.1 General Terms Applicable to Payments and Transfers

You may use the Online Service to make one-time or repeating payments to companies, merchants, individuals or SBIC Loans or Credit Accounts, or to transfer funds between your eligible accounts held by us or between an eligible account held by us and an External Account ("Payments and Transfers"). When you use, or allow another to use, the Online Service to send instructions to us to make payments or transfers through the Online Service you

agree to the following terms and conditions set forth in this Addendum. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Agreement. All of your payments and transfers made through Payment and Transfers will appear on the statement for your respective accounts. Certain payments or transfers available through the Online Service may be subject to terms and conditions in agreements separate from this Agreement that apply to such other services including, but not limited to, and the online wire/remittance transfer service; and the SBIC People Pay Service..

For the online wire/remittance transfer service, all fund transfer/remittance requests placed online shall be subject to the Fund Transfer Terms and Conditions as we have provided to you in connection with your deposit accounts in the *Terms and Conditions of Your Account disclosure* at the time of account opening. For Online Wire/Remittance Requests over \$50,000, we may conduct additional authentication with a telephone call to you or any Authorized Representative at the Bank's sole discretion, which may include the one that originated the Request. We may use any telephone number in our file for you as of the time of the call, which may be modified by you or any Authorized Representative from time to time. We will authenticate you or the Authorized Representative using Bank established security questions or other account information and confirm the amount of the request, the name of the beneficiary, and the settlement date. We are only required to make one attempt to contact you or an Authorized Representative. If we call you or your Authorized Representative and are unable to verify the identity of you or the Authorized Representative, we retain the option not to process the Request. Refer to your *Terms and Conditions of Your Account disclosure* for additional information regarding our Funds Transfer Terms & Conditions.

For SBIC People Pay, please refer to the agreements and documentation that you receive for those services for that information attached within this disclosure

You agree to be bound by and comply with the Terms and Conditions of Your Account disclosure and agreement and any such other written requirements as we may furnish to you in connection with your deposit accounts and other products that may be accessed via Payments and Transfers. In the event of a conflict between the terms applicable to the Payments and Transfers section of this Addendum and such other agreements, these Payments and Transfers terms and conditions shall control.

Note: Not all accounts are eligible for Payments and Transfers. We reserve the right to limit eligibility to certain types of accounts and to change such eligibility from time to time.

## **A. Definitions**

As used in this Agreement, the following terms have the meaning set forth below.

- "Business Day" refers to Monday through Friday, excluding federal holidays. For purposes of transfers to or from Investment accounts via Internal Transfers, "Business Day" also excludes Good Friday.
- "Cancelled" means when a payment or transfer will neither be processed nor sent for any reason;
- "Current Day" refers to payments or transfers from an account held by us that are scheduled with a present day Send On date; or the next Business Day if scheduled after the Cutoff Time;
- "Cutoff Time" means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled "Cutoff Times" for additional details;
- "Deliver By date" means the date you would like your payment or transfer delivered to your intended recipient (i.e., your Payee or your To Account); this may or may not be the date your payment will be posted by your Payee;
- "Delivery Method" means the way your payment is transmitted (i.e., either electronically or via check);
- "Draft" means checks, or other negotiable instruments or items prepared by us or our agents and issued pursuant to your Instructions under Bill Pay;
- "External Account" means checking and savings accounts held by institutions other than us and registered for External Transfers. The account holder of the External Account must be the same individual or business entity as the account holder of the deposit account, SBIC Liquid Card, or line of credit, mortgage, installment loan or auto account who is authorized to access the Online Service;
- "External Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, to or from accounts not held by us;
- "From Account" means the account from which a transfer is being requested by you through Payments and Transfers;
- "Funded" means when a payment amount has been withdrawn from the available balance or available credit of your Pay From account or when an amount to be transferred has been withdrawn from (or in the case of a line of credit, charged against) the available balance of your From Account;
- "Funding Failed" means when a payment or transfer will not be delivered after multiple unsuccessful

attempts have been made to withdraw funds from the appropriate Pay From account or From Account on consecutive Business Days or when the financial institution holding your External Account notifies us that your attempted transfer from your External Account could not be completed;

- "Funds Needed" means when an Instruction made through Payments and Transfers is not processed because the respective Pay From account or From Account had insufficient funds or available credit to complete the transaction after an attempt to withdraw the funds;
- "Future Dated" means Instructions that are not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated payments and transfers;
- "Instructions" means the information provided by you to us for a bill payment or transfer to be delivered to the Payee, SBIC Loan or Credit Account or To Account (such as, but not limited to, Payee or To Account name, account number, and Deliver By date);
- "Internal Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments and transfers, as applicable, between two eligible accounts held by us;
- "Payee" means the merchant or other person or entity to whom you designate a payment to be directed;
- "Pay From account" means the deposit account you maintain with us from which payments will be made;
- "Payment date" means the date you would like your payment sent, including payment to your SBIC Loan or Credit Account;
- "Pending" means any Instruction that you have requested to be made that has not started to process and has not been Cancelled by you;
- "Primary Account" means the checking account you designate for paying any potential **monthly** service-fees;
- "Repeating " means automatic recurring bill payments or transfers to the same Payee or To Account, respectively, for the same amount which you can authorize for transmission;
- "Send On date" means the date we will begin the delivery process or the date we will send a request to withdraw funds from your External Account, and begin the delivery process. The Send On date may or may not be the date funds are withdrawn from your Pay From account.
- "To Account" means, the account to which a transfer is being requested by you via Payments and Transfers Service;
- "Transfer date" means the date we will begin the delivery process for transfers made via the Internal Transfer Service, or the External Transfer Service, this is the date the transfer request will be sent;
- "Transfers" means, collectively, Internal and External Transfers.

## **B. Disclosure of Account Information to Third Parties**

We may disclose information to third parties about your account or the bill **payments** and transfers you make:

1. As necessary to complete transactions.
2. In connection with the investigation of any claim you initiate.
3. To comply with government agency or court orders.
4. In accordance with your written permission.
5. As otherwise permitted by the terms of our privacy policy.

Our privacy policy, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your account. It can be viewed by clicking on the "Privacy" link on any of our website pages.

## **C. Cutoff Times**

Cutoff Time is as follows on any Business Day :

- 1:00 PM PST for bill payments
- 5:55 PM PST for transfers

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. Instructions entered after the Cutoff Time with a Send On date that is the next Business Day may start to process immediately and may be Funded prior to the requested Send On date.

## **D. Service Fees**

Unless otherwise noted in your account agreement, a service fee for external Payments or Transfers will be charged. If we process a payment or transfer in accordance with your Instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account

Agreement or other applicable agreement. We will not charge an overdraft fee or NSF fee if this is a consumer account. We are not responsible for any payment or transfer request if there isn't enough money in the designated Pay From or From Account.

## **E. Repeating Payments and Transfers**

Repeating payments and transfers that are for the same fixed amount each month will be sent on the same calendar day of each month or on the prior Business Day if the regular Send On date or Transfer date falls on a non-Business Day. Repeating payments and transfers will be deducted from your Pay From account or From Account, on the Send On date or Transfer date, as applicable. In order to authorize a Repeating payment or transfer, you agree to have means to print a copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating transaction on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you wish to cancel a Repeating payment or transfer, you should cancel your transaction online. Future Dated or Repeating Internal Transfers may be Cancelled before 5:55 p.m. PST the Business Day before the Send On date or Transfer date. Future dated Payments to SBIC Loan or Credit Accounts may be Cancelled until the Cutoff Time on the Payment date. If for any reason you cannot access the Online Service, you may also call or write online customer service at the phone number or address set forth in the paragraph entitled "Your Liability for Unauthorized Transfers or Payments". If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Repeating transfers are not available for Investment transfers.

Some SBIC Loan and Credit Accounts will allow you to set up automatic payments. Automatic payments differ from repeating payments in that automatic payments are triggered based on the associated billing date and the payment amount may vary each month. Terms and conditions for automatic payments to SBIC Loan and Credit Accounts will be presented to you at the time you set up the payments.

## **1.2 Transfers**

### **A. General Terms Applicable to Transfers**

You authorize us to charge your designated From Account for all transfers of funds that you initiate and you agree to have sufficient funds or available credit in your From Account on the Transfer date for each such transfer you schedule. If there are insufficient available funds (or available credit) to cover a Current Day transfer, we will not retry the transaction and the transfer will be immediately rejected. In the case of Future Dated transfers, if sufficient funds are not in your account on the Transfer date, we will automatically try to debit your account up to two (2) more times on each of the two (2) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the transfer request will be Cancelled. A status of "Funding Failed" will appear online. We will send a secure email message advising you of each failed attempt to transfer from your From Account.

### **B. Internal Transfers**

Internal Transfers can be used to transfer funds between your eligible accounts held by us, or to make a payment from an eligible account held by us to a SBIC Loan or Credit Account. To make Internal Transfers, you must have at least two eligible accounts with us between which you may transfer money.

- i. You may make Internal Transfers up to your available balance. Current Day Internal Transfer Instructions begin to process immediately and cannot be cancelled.
- ii. Transfers between deposit accounts held by us: Current Day transfers between deposit accounts held by us that are made before the Cutoff Time will be processed immediately and the transferred funds will be available the same day to cover all transfers. Funds transferred to deposit accounts held by us and made after the Cutoff Time or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online payments and transfers; however the funds will not be available to cover off-line payments such as paper checks until the next Business Day. Repeating transfers will be paid on the same calendar day of each transfer period or on the prior Business Day if the regular Transfer date falls on a non-Business Day. Future Dated transfers (including Repeating transfer(s)) from deposit accounts held by us will be deducted from your From Account on the Transfer date.

### **C. External Transfers**

External Transfers can be used to transfer funds between an eligible account held by us and an External Account. To activate External Transfers you must have at least one eligible deposit account with us.

- i. Transfers to an External Accounts may be made in amounts of up to \$10,000 per transaction/day. Transfers from an External Account to a State Bank of India (California) Account may be made in amounts of up to \$25,000 per transaction/day.
- ii. Transfers between deposit accounts held by us and an External Account that we receive by the Cutoff Time on any Business Day will begin processing on the same day. Transfers **to** an External Account will be deducted from your From Account held by us on the calendar date and will usually be reflected in your External Account on the Deliver By date. Transfers **from** External Accounts are subject to the processing times of the financial institution holding your External Account. Instructions for transfers from External Accounts that we receive by the Cutoff Time on a Business Day will be sent to the holder of your External Account on the same day for processing. Instructions entered via the External Transfer Service may be Cancelled until the Cutoff Time on the Send On date.
- iii. Transfer instructions relating to External Accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Transfer To or From Account (as applicable) or any other of your accounts or claim a refund from you.

### 1.3 Payment Services

#### A. General Terms Applicable to Payments

- i. Your responsibilities: You authorize us to remove funds from your designated Pay From account for all payments that you initiate and you agree to have sufficient available funds on the Send On date or Payment date for each such payment you schedule. If there are insufficient available funds to cover a Current Day payment, we will not retry the payment and it will be immediately rejected. If sufficient funds are not in your account to cover a Current Day payment, we will not retry the transaction and the transfer will be immediately rejected. In the case of Future Dated payment, if sufficient funds are not in your account on the Send On or Payment date we may reject the request. In the alternative, if sufficient available funds are not in your account on the Send On date or Payment date, the payment request will be Cancelled. We will send you a secure email message advising you of the failed attempt to debit your Pay From account. You agree that we may, at our option, follow your Instructions to make payments to a named Payee, even though a charge to or a debit from your Pay From account may cause you to exceed your credit limit, or bring about or increase an overdraft. In the event of an overdraft to your Pay From account, we may charge any other of your accounts for the amount of the overdraft. However, no overdraft or NSF fee will be charged if this is a consumer account.
- ii. WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR PAYMENT TO BE LATE.

#### B. Bill Payments

Bill Payment can be used to make one-time or repeating payments to companies, merchants or individuals you have designated as a Payee to pay bills such as rent, utilities, or car payments (the "Bill Payment"). This can include us for payments to SBIC Loan or Credit Accounts. You must have an eligible checking account, SBIC Liquid Card, AMA, investment account, or line of credit account with us in order to make bill payments.

- i. Description of Services: To make Bill Payments, you must maintain an eligible checking account with us and designate one of your eligible accounts with us as your Pay From account. You may select Payees located within the United States to pay using Bill Payment, subject to our and the Payee's approval with the following exceptions: **you agree not to use Bill Payment to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.** The minimum Bill Payment allowed is normally \$.01. The maximum single dollar amount is \$10,000.00 and a total dollar amount of all payments is \$20,000.00 in the aggregate attributable to any Business Day. To use Bill Payments you must provide sufficient information online to us to properly identify your Payees, direct your payment and

permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the Instructions that we receive through Bill Payments. You further authorize us to update or change any of your Payee information as requested or provided by your Payee. When we receive a payment Instruction (for the current or a future date), we will send funds to the Payee on your behalf, from the funds in your Pay From account. You authorize us to charge your designated Pay From account for all payments that you authorize through the Bill Payments. We and any agent used by us in connection with the Bill Payment Service is authorized to prepare Drafts drawn on your Pay From account and/or electronically debit your Pay From account for the purpose of making payments. We are authorized to accept any Draft drawn on the Pay From account on presentment and charge the Pay From account even though it does not bear your signature where such Draft has been issued as part of Bill Payments. Such Drafts may originate from us or any financial institution in the United States used by us or any of our agents.

- ii. Because your payment Instructions are transmitted to us on your computer, the payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted.
- iii. Delivery Method: We remit two types of payments on your behalf to your Payees - electronic and paper check, depending on your Payees determined method of receiving payments. The Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen when your payment is scheduled.

The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, or the payment encounters delivery errors, payments to that Payee will be delivered by paper check and the Send On Date will be changed to five (7) Business Days before the Deliver By date for all subsequent payments and for the most current if the Payee provides us with sufficient notice. If a Payee begins accepting electronic payments, payments to that Payee will be processed electronically and the Send On date will be changed accordingly for all subsequent payments. In addition, if an electronic payment is undeliverable the payment may be resubmitted by check. We will notify you via e-mail of a change to a Delivery Method for Pending payments you have scheduled if that change results in a Delivery Method that increases the delivery time of your payment, otherwise you will not be notified of Delivery Method changes. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result.

- iv. While it is anticipated that most transactions will be delivered by the Deliver By date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account. FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.
- v. Canceling Bill Payments: You may cancel any Pending or Funded bill payment if you do so no later than the Cutoff Time, on the Send On Date. Funds will be returned to your Pay From account by the following Business Day. You may not stop a bill payment after the Cutoff Time has passed.

### **C. Duplicate Payments**

If you submit a duplicate Bill Payment request, an error message may be displayed on our website but you may choose to bypass the message and schedule the payment. If you submit a duplicate payment to SBIC Loan or Credit Account, an error message may be displayed and such duplicate payments may not be permitted. No error message will be displayed for duplicate payments made through different methods (e.g., Bill Pay and PFM) and the payments will be processed as normal.



#### **D. Stale Dated Payments**

Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 90 days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. Your account will not be debited until the check has been presented. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period.

#### **E. Merchant or Payee Limitation**

We reserve the right to refuse to pay any Payee whom you may designate for a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay tax or court related payments or payments to Payees located outside the United States, each of which is prohibited under this Agreement.

### **2. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR CONSUMER ACCOUNTS**

*A consumer account is one that is used primarily for personal, family or household purposes.*

#### **2.1 Your Liability for Unauthorized Transfers or Payments**

If you permit other persons to use Payments and Transfers or your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling 1-877-707-1995 or by visiting our nearest branch location.**

Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized online transfer or payment has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer or payment without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer or payment has been made from any of your deposit accounts, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

#### **2.2 Our Liability for Failure to Complete Payments and Transfers**

If we do not complete a transfer or payment to or from a consumer deposit account or SBIC Liquid Card in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- A. If, through no fault of ours, your account does not contain sufficient funds to make the transfer or payment and the transfer or payment would exceed any credit line for such account.
- B. Your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and it was evident to you at the time you began the transfer or payment.
- C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- D. The Payee or, for Payments and Transfers from an External Account, the third party financial institution holding your account, mishandles or delays processing or posting a payment or transfer sent by Payments and Transfers.
- E. If you have not provided us with complete and correct payment or transfer information, including without

limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee on a payment.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

### **2.3 Errors and Questions about Payments and Transfers**

In case of errors or questions about your electronic payments or transfers to or from your consumer deposit accounts you should telephone or write us as soon as you can, at the address or phone number set forth in the section above entitled "Your Liability for Unauthorized Transfers or Payments" if you think that your statement is wrong or you need more information about a transfer or payment listed on the statement. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and the account number(s) of the account(s) involved.
- Describe the error or the transfer or payment you are uncertain about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will give you the results of our investigation within 10 Business Days (or 20 Business Days if your account was opened less than 30 days prior to the date of the suspected error) after we hear from you. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 45 days (or 90 days if your account was opened less than 30 days prior to the date of the suspected error) to investigate your complaint or question. If we decide to do this, we will credit the account in question within 10 Business Days (or 20 Business Days if your account was opened less than 30 days prior to the date of the suspected error) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. Such crediting is referred to as a provisional credit. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit the account(s) that was the subject of your complaint. If the transaction complained of involves an account that is subject to margin requirements or is otherwise covered by Regulation T of the Federal Reserve Board, we will not provisionally credit the account involved.

We will tell you the results within three business days after completing our investigation. If we find there was no error, we will send you a 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. If we provisionally credit your account, we may take back the amount of any credit if we find that an error did not occur.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

## **3. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR BUSINESS ACCOUNTS**

### **3.1 Linking Multiple Accounts – Business and Consumer**

You may use SBIC Online for Small Business to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax identification number which may be added to your business subscription with the agreement of each such business (a "Multiple-Business Subscription"). You may be permitted to link consumer accounts to your Online Service profile provided: (i) the authorized signer on the business account is also an authorized signer on the consumer accounts to be linked and (ii) the consumer account information provided during linkage is accurate and can be validated.

### **3.2 Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only**

You are responsible for all transfers and payments that are authorized using your Online Service Password. If you

permit other persons to use the Online Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We are not liable to you for any errors or losses you sustain in using Online Banking except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for Payments and Transfers. Our liability in any case shall be limited to the amount of any money improperly transferred from your Pay From account or From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

### **3.3 Errors and Questions about Payments and Transfers for Business Deposit Accounts Only**

In case of errors or questions about your electronic transfers or payments you should contact us as soon as you can by calling 1-877-707-1995 or visiting us at our nearest branch location if you think that your statement is wrong or you need more information about a transfer or payment listed on the statement. We must hear from you no later than sixty (60) days after we sent or otherwise made available to you the FIRST statement on which the problem or error appeared. Failure to so notify us will prevent you from being able to make a claim based on such problem or error. Any errors reported to us will be investigated and we will inform you of the results of our investigation.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

**Deposit accounts are FDIC insured to the fullest extent allowed by law.**

# User Agreement For People Pay Transfer Service

IMPORTANT: TO ENROLL IN THE PEOPLE PAY PERSON-TO-PERSON TRANSFER SERVICE ("PEOPLE PAY" OR "PEOPLE PAY SERVICE"), I MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE PEOPLE PAY SERVICE ELECTRONICALLY. I MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE I ACCEPT THE TERMS OF THE USER AGREEMENT FOR THE PEOPLE PAY SERVICE ("AGREEMENT").

THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH I MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN MY STATE BANK OF INDIA (CALIFORNIA) ACCOUNT(S) TO AN ACCOUNT AT A FINANCIAL INSTITUTION OR TO RECEIVE A TRANSFER INTO MY STATE BANK OF INDIA (CALIFORNIA) ACCOUNT FROM ANOTHER PERSON, IN EACH CASE USING THE PEOPLE PAY SERVICE. THESE TERMS AND CONDITIONS AFFECT MY RIGHTS AND I SHOULD READ THEM CAREFULLY.

BY CLICKING THE "I AGREE" BUTTON BELOW, I CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. STATE BANK OF INDIA (CALIFORNIA) RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE PEOPLE PAY SERVICE TO ME BY NON-ELECTRONIC MEANS.

## Scope of Agreement

This Agreement covers all funds transfers using the People Pay Service initiated by me from time to time through a Consumer Online Banking service (Consumer Online Banking or any other name that may be used to describe such service) and all funds received into an account at State Bank of India (California) owned by me through the People Pay Service.

## Definitions

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.
- c. "Business Day" means any day that is not a Saturday, Sunday or bank holiday.
- d. "SBIC" or "bank" refers to State Bank of India (California) including its directors, officers, employees and agents.
- e. "Consumer Online Banking" means State Bank of India (California)'s online banking service currently accessible at [www.sbical.com](http://www.sbical.com).
- f. "Eligible State Bank of India (California) Account" means any State Bank of India (California) deposit account owned by me that is eligible to be used with the People Pay Service.
- g. "I," "me" and "my" refer to the client who agrees below to the terms and conditions of this Agreement.
- h. "NACHA" means the National Automated Clearing House Association.
- i. "Recipient" refers to the recipient of funds from a People Pay Transfer. A Recipient may also be referred to as a Contact within User Materials.
- j. "User Materials" refer to terms and instructions (including online help tools and similar content) appearing on screen when enrolling in or using the People Pay Service and are considered part of this Agreement.
- k. "You" and "your" refer to State Bank of India (California).

## Description Of Service

The People Pay Service enables me: (1) to request a transfer of funds from my Eligible State Bank of India (California) Account to an account at a U.S. financial institution; or (2) to receive a payment from another person into an Eligible State Bank of India (California) Account. SBIC uses the ACH Network to execute People Pay Service requests generally. All requests to send money to another person must be made through Consumer Online Banking and are subject to the terms of the Client Manual-Consumer Accounts, the Consumer Online Banking User Agreement, this Agreement, other agreements and applicable laws and regulations, in each case as in effect from time to time. Receipt of money from another person may be made through Consumer Online Banking and is subject

to the terms of my Client Agreement, this Agreement, and applicable laws and regulations, in each case as in effect from time to time. In some instances, Receipt of money from another person may be made through www. People Pay.com (the " People Pay Website") and if I choose to complete a transfer at the People Pay Website I acknowledge and agree that I shall be subject to the terms of other agreements, including, but not limited to, the Terms of Use for the People Pay Website, and applicable laws and regulations, in each case as in effect from time to time. All features of the People Pay Service may not be available when using a mobile banking service such as the Consumer Online Banking Mobile App.

### **Types of Transfer Requests**

I may request (1) a one-time transfer for which processing shall be initiated on the same Business Day of my request provided the request is submitted prior to the Bank's 7:30 PM PST cut-off time.

Transfer requests are processed (a) I can provide all the information about the Recipient and his/her bank account that is necessary to complete an ACH Network transfer (the " One-Step Transfer"). Alternatively, I can provide contact information about the Recipient (including an email address) and the People Pay Service contacts the Recipient and requests the Recipient (i) to confirm his/her identity at the People Pay Website and then (ii) to provide bank account information in order to complete my transfer request (a "Two-Step Transfer").

### **Receiving Payments**

If another person wants to send money using the People Pay Service to an account I own at SBIC, he/she can do that from an account at a financial institution that participates in the People Pay Service. If the sender's request is for a Two-Step Transfer, I must provide the information through Consumer Online Banking or the People Pay Website that is requested by the People Pay service to allow the sender's financial institution to complete the transfer.

### **Authorization to Transfer Funds Using People Pay Service**

I hereby represent and warrant to SBIC that I own each Eligible State Bank of India (California) Account and have full right and authority to all the funds on deposit therein. In addition, I authorize SBIC to execute and charge my Eligible State Bank of India (California) Account(s) for any People Pay Service transfer request, including any related fees, subject to any applicable limits as to dollar amount and time to complete transfers, when my People Pay Service transfer requests are made in accordance with the procedures established by SBIC. I understand and acknowledge that SBIC has no obligation to execute any request for a transfer using the People Pay Service that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of a People Pay transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed you either: (i) by revoking my authorization at Consumer Online Banking or (ii) by telephone at 1-877-707-1995 (or the phone number on the back of my SBIC ATM/debit card) that I have revoked my authorization and you have a reasonable opportunity to act on it.

### **Information Relied Upon by State Bank of India (California)**

I acknowledge and agree that SBIC is relying upon the information I provide in originating a People Pay Service transfer on my behalf. Any errors in the information, including incorrect or inconsistent Recipient names, email addresses, mobile phone numbers or account numbers or the Recipient's financial institution's ABA number or name, as well as providing incorrect information in connection with transfer from other persons to my account are my responsibility. I understand and agree that if People Pay Service transfer instructions identify an account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding the account may not investigate discrepancies between names and numbers. In addition, I agree that SBIC has no responsibility to investigate discrepancies between names and account numbers.

### **Limited Power of Attorney**

In connection with any request to transfer funds using the People Pay Service, I hereby give SBIC a limited power of attorney and appoint SBIC as my true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or

withdrawals from my accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any People Pay Service transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person. Once SBIC has actual knowledge that I wish to cease using the People Pay Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge and to complete any pending transfers, this limited power of attorney shall be deemed revoked; provided, however, that any act done by SBIC in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I understand and agree that at all times my relationship with the financial institution (other than SBIC) that maintains an account to which I am requesting a transfer or from which a transfer to me is being requested is independent of SBIC and my use of the People Pay Service. I shall not hold SBIC responsible for any acts or omissions by the financial institution maintaining such an account, including without limitation any modification, interruption or discontinuance of it. I ACKNOWLEDGE AND AGREE THAT WHEN SBIC ORIGINATES A REQUEST FOR A TRANSFER USING THE PEOPLE PAY SERVICE, SBIC IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS SBIC AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

### **Security Procedures**

I agree that SBIC will initiate a request from me to send money using the People Pay Service only after I access my Eligible State Bank of India (California) Account(s) through Consumer Online Banking. I further agree to provide any additional password that may be assigned to or selected by me that is required in connection with a request to transfer funds using the People Pay Service including receiving alert for submission of the transaction. SBIC shall not be liable for any delay in processing my People Pay Service transfer request if I fail to comply with this security procedure (or any other that may be established by SBIC from time to time). I acknowledge and agree that SBIC has established commercially-reasonable security procedures for the People Pay Service. I understand that the security procedure is designed to authenticate my identity before accepting a request for a People Pay Service transfer and not to detect errors in the content of my instruction.

### **Processing People Pay Transfer Requests**

I understand and agree that when I request Standard Delivery of funds from an Eligible State Bank of India (California) Account using the People Pay Service, the processing of the transfer will begin and the debiting of my Eligible State Bank of India (California) Account will occur, as early as the Business Day of my request. However, the funds will be transferred into the Recipient's account no earlier than the next Business Day, for Next Day Delivery, or the third Business Day, for Standard Delivery after I have made the request. If I request a one-time transfer with a specified date then the processing of the transfer will begin, and the debiting of my account will occur, as early as the date specified. However, the funds will be transferred into the Recipient's account no earlier than the next Business Day, and may be longer depending on the recipient's acceptance. In addition, in the case of all Two-Step Transfers, the deposit of the funds into the Recipient's account (even if withdrawn from my Eligible State Bank of India (California) Account) will be delayed if the Recipient has not provided the People Pay Service with certain required information. I hereby authorize SBIC and the People Pay service to communicate via email from time to time, on my behalf and at their discretion in my name (including utilizing the email address that I supply to or designate for use by the People Pay service) to the Recipients of my transfers to (1) notify Recipients of pending transfers from me, (2) request by information from the Recipient that is necessary or appropriate to complete the transfer and (3) to remind a Recipient that action must be taken to complete a transfer and any and all other notices relevant to an intended Recipient of a People Pay transfer. I understand and agree that in the case of a Two-Step Transfer my request to transfer funds to a Recipient will not be completed until the information requested from a Recipient is provided. If the information is not provided within 10 calendar days (or such other time period as SBIC may select), then the transfer request may be cancelled and the funds returned to my Eligible State Bank of India (California) Account.

### **Types of People Pay Transfers**

**Standard Delivery.** Funds may be delivered as soon as 3 Business Days from the date of my request when requested by within the timelines described within the Section titled Processing People Pay Transfer Requests.

**Next Day Delivery.** Funds may be delivered as soon as the next Business Day from the date of my request when requested within the timeline described within the section titled Processing People Pay Transfer Requests. **Important Limitation:** In order to perform a Next Day People Pay Transfer, the available balance in my Eligible State Bank of

India (California) Account at the time of my request must exceed the amount of the requested transfer.

I understand that both types of transfers and the timelines referenced within this Agreement do not guarantee when a Recipient will receive payment through a People Pay transfer. All transfers are subject to when funds are made available by the Recipient's financial institution.

### **Limits on People Pay Transfers**

The following limits on transfer amounts are calculated against all transfers which include People Pay transfers that have been set up but not been processed and those that have been completed.

	<b><u>Single Limit</u></b>	<b><u>Daily Limit</u></b>
Account-to-Account (ACH)	500.00	1,000.00
<b>People Pay: Total Limit*</b>	<b>500.00</b>	<b>1000.00</b>

\* Transfers requested on a Saturday or Sunday contribute to my transfer limit for the following Monday. A transfer requested on a bank holiday contributes to my transfer limit for the next Business Day.

IMPORTANT: We may permit transfers in excess of these limits from time to time, based on our loss experience, security issues and other factors. We also may deny or limit specific transfers if we have any reason to question the authorization for, or security of, the transaction and as further described within.

### **Receiving People Pay Transfers**

When I am the intended Recipient of a People Pay Service transfer into an account I have at SBIC, I authorize the deposit of funds into the Eligible State Bank of India (California) Account I designate, either for the receipt of a single transfer or, if I choose the Automatic Deposit feature, for all transfers directed to me through the People Pay Service. I understand and agree that there may be a delay between the time I am notified of the pending transfer and the deposit of the funds into my account. I authorize the sender, the financial institution which holds the sender's account and the People Pay Website to send emails and SMS text messages to me in connection with the sender's request to transfer funds to me. I understand and agree that in the case of a Two-Step Transfer if I do not provide the requested information within a certain period of time, the requested transfer will be cancelled and the funds returned to the sender.

In the event that funds are transferred into my Eligible State Bank of India (California) Account as a result of a People Pay transfer and it is determined that such transfer was improper because it was not authorized by the sender or there were not sufficient funds in the sender's account or for any other reason, then I hereby authorize SBIC to withdraw from my SBIC account an amount equal to the amount of funds improperly transferred to me.

### **Service Fees and Charges**

I understand and agree that I am responsible for paying all fees associated with my use of the People Pay Service. I authorize SBIC to charge my Eligible State Bank of India (California) Account (or any other of my accounts at SBIC) for any service or other fees and charges applicable to transfers requested through the People Pay Service in accordance with SBIC's fee schedule in effect at the time I make a People Pay Service transfer request. SBIC reserves the right to change the fees charged for the use of the People Pay Service. A copy of the Fee Schedule for the People Pay Service is provided at the end of the Agreement.

## **Processing People Pay Transfers**

**Standard Transfers.** SBIC will process my request for a Standard transfer on the current Business Day if requested by 7:30 PM PT of that Business Day. If my request is received by SBIC on a day that is not a Business Day or on a Business Day after the established cut-off time, SBIC will not process my request until the next Business Day.

## **Actions Taken Upon an Unsuccessful People Pay Transfer**

When I request a transfer from an Eligible State Bank of India (California) Account using the People Pay Service, the transfer may not be completed for various reasons. If I have not provided complete and accurate required information regarding the Recipient, the People Pay Service cannot complete the Transfer. If I fail a verification of my identity that is required in connection with scheduling a People Pay transfer, my requested transfer will be placed on hold, and if I do not call SBIC at 1-877-707-1995 or take other prescribed actions within the prescribed time frames to remove the hold, the transaction will be cancelled.

If I do not have sufficient funds in my Eligible State Bank of India (California) Account from which I have requested a transfer be made, the transfer will not be completed. I understand and agree that after an initial failure due to non-sufficient funds in my Eligible State Bank of India (California) Account, the transfer process will be attempted a second time. If there again are non-sufficient funds in my Eligible State Bank of India (California) Account, my requested transfer will be cancelled.

## **Rejection of a People Pay Transfer Request**

You reserve the right to reject my funds People Pay Service transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed any of my transfer limits (as more fully described above), if I have insufficient available funds in my Eligible State Bank of India (California) Account for the amount of the People Pay Service transfer, plus any applicable fee, if my request is incomplete or unclear, if you identify a security risk related to a requested transfer or if you are unable to fulfill my request for any other reason. I understand and agree that if you reject a request for a People Pay Service transfer for one or more of the reasons set forth above, I will be informed of the rejection during my online session or by e-mail as soon thereafter as you have determined to reject the request.

## **Cancellations, Amendments or Recalls of a People Pay Transfer Request**

I may cancel or amend a People Pay transfer request only if you receive my request prior to the initiation of the ACH transfer into the Recipient's account and at a time that provides you with a reasonable opportunity to act upon that request. If my request to cancel or amend a People Pay transfer is received after such transfer has been processed by SBIC, I understand and agree that my request to stop payment, recall or amend my People Pay transfer will be effective only with the voluntary consent of the Recipient's financial institution. If the Recipient's bank confirms that the funds are returnable and agrees to do so, once the funds are returned to you, you will return the funds to me. The amount that is returned to me may be less than I originally transferred because the entire amount transferred may not be available for return and/or service charges of the Recipient's bank and/or SBIC.

## **Delays, Non-Execution of Funds Transfer Request**

I agree that SBIC shall not be responsible for any delay, failure to execute, or misexecution of my funds transfer request due to circumstances beyond SBIC's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. SBIC MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR MY RECIPIENT'S BANK TO CREDIT MY RECIPIENT WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME.

## **Unauthorized People Pay Transfers**

I understand that if I think that my SBIC ATM/Debit Card has been lost or stolen, someone else has learned my access credentials for online banking or an unauthorized People Pay Service transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately by telephone at 1-877-707-1995 (or the phone number on the back of my SBIC ATM/debit card) or, if I am unable to telephone you, in writing to: State



Bank of India (California), 707 Wilshire Blvd., Suite 2900, Los Angeles, CA 90017-3587. By providing such prompt notice, I may limit my personal liability for unauthorized transfers as more fully described in the "Lost or Stolen SBIC ATM/Debit Cards and Unauthorized Electronic Transactions" section of my Client Manual.

### **Significance of Text Messages and E-Mail Notices About People Pay Service**

I agree that all e-mail or SMS text message notices sent to me regarding the status of a People Pay transfer requests are merely service messages and will not constitute a transaction receipt or an official bank record with respect to a People Pay transfer. I acknowledge and agree that these notices may be sent to the e-mail address or mobile phone number I provide during my enrollment in the People Pay Service, even if I have informed you separately in the past (or choose to do so in the future) to not send me marketing messages at that same e-mail address.

### **Means of Transfer**

I understand and agree that SBIC uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network to make People Pay Service funds transfers. You may choose any reasonable means that you consider suitable to complete a transfer that I request using the People Pay service. I authorize you to choose the means you deem suitable to cause each of my People Pay transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Rules.

### **Location of Accounts; Currency of Funds Transfer**

The People Pay Service is available for funds transfers to and from accounts in the United States only and are made in U.S. dollars only.

### **No Unlawful or Prohibited Use**

As a condition of using the People Pay Service, I warrant to SBIC that I will not use the People Pay Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use the People Pay Service in any manner that could damage, disable, overburden, or impair the People Pay Service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the People Pay Service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### **Service Changes and Discontinuation**

SBIC may modify or discontinue the People Pay Service, with or without notice, without liability to me at any time. You reserve the right, subject to applicable law and regulation, to terminate my right to use the People Pay Service at any time and for any reason, including, without limitation, if SBIC, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide you with false or misleading information or interfere with other users or in the administration of the People Pay Service.

### **Proprietary Rights**

I acknowledge and agree that SBIC and parties with whom it has contracted own all rights in and to the People Pay Service. I am permitted to use the People Pay Service only as expressly authorized by this Agreement. I may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the People Pay Service or any other services or technology used in connection with the People Pay Service.

### **Indemnity**

In consideration of the Agreement by SBIC to act upon my request to make the People Pay Service available to me in the manner provided in this Agreement, I agree to indemnify and hold SBIC harmless from and against any and all

claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon instructions or information from me in connection with this Agreement, including, but not limited to the initiation and receipt of People Pay transfers and my authorization to send and receive e-mails and SMS text messages. This indemnity shall not be effective to relieve and indemnify SBIC against its gross negligence, bad faith, or willful misconduct.

### **Claims; Limitation of Liability; No Warranty**

I agree that within thirty (30) days after I receive notification that my People Pay Service transfer request has been completed or that I have been the Recipient of funds sent through the People Pay Service, I will tell you of any errors, delays, or other problems related to my request. If my funds transfer request or my receipt of funds is delayed or erroneously executed as a result of SBIC's error, SBIC's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by SBIC shall be at SBIC's published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made. In any event, if I fail to notify you of any claim concerning my funds transfer request or my receipt of funds within one (1) year from the date that I receive notification that my request has been executed or the funds have been deposited in my account, any claim by me shall be barred under applicable law.

I AGREE THAT SBIC SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH EXECUTING MY TRANSFER REQUEST TO ANOTHER PERSON'S ACCOUNT AT SUCH FINANCIAL INSTITUTION OR MY RECEIPT OF FUNDS FROM SUCH FINANCIAL INSTITUTION; (2) ANY CHARGES IMPOSED BY ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH PEOPLE PAY SERVICE TRANSACTIONS; AND (3) ANY TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH I HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO MY ACCOUNT HAS BEEN REQUESTED. IN NO EVENT SHALL SBIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY PEOPLE PAY SERVICE TRANSFER REQUEST.

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, SBIC AND ITS DIRECTORS, OFFICERS AND EMPLOYEES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. SBIC MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PEOPLE PAY SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PEOPLE PAY SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY SBIC FROM ANY FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH I HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO MY ACCOUNT HAS BEEN REQUESTED OR THAT THE PEOPLE PAY SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

### **Arbitration of Disputes**

I understand and agree that, to the extent authorized in the section of my Client Manual entitled "Resolution of Disputes by Arbitration," either party may require any dispute arising from a People Pay Service request or transaction to be resolved by binding arbitration.

### **Amendments**

I agree that you reserve the right to change the terms and conditions of this Agreement as required by law or bank policy. Unless otherwise required by law, you may amend this Agreement without prior notice to me. If you choose to notify me of an amendment or are required to do so by law, you may ask me to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address you have on file for me.

### **Governing Law**

This Agreement shall be governed by the laws of the state in which the home financial center of the Eligible State

Bank of India (California) Account from which funds transfer was made is located and federal law, as applicable.

### **Electronic Consent and Acceptance of Terms and Conditions**

In order to enroll to use the People Pay Service, I consent to receive and accept the terms and conditions of the User Agreement for People Pay Service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, SBIC will notify me by e-mail, at the public e-mail address I have provided for notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such e-mail where I may view the new or different terms and conditions on a web site. I understand and agree that you reserve the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each People Pay Service transfer is requested and in summary form as part of the periodic statement for my Eligible State Bank of India (California) Account to or from which the People Pay Service transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting you by telephone at 1-800-374-9700, however, by doing so I understand that I will terminate my right to use the People Pay Service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the People Pay Service.

**Required Equipment.** In order to use the People Pay Service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device.

I understand that I can also obtain a printed copy of this Agreement by calling 1-800-374-9700. Consent and Agreement. By clicking on the "I Agree" button below, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the People Pay Service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the People Pay Service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. SBIC reserves the right to provide information and notices about the People Pay Service to me by non-electronic means.

### **People Pay Transfer Service - Fee Schedule**

<u>Type of Transfer</u>	<u>Standard</u>
Incoming <b>TO</b> SBIC	FREE
Outbound <b>FROM</b> SBIC	FREE