

## Terms & Conditions

### 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.PeoplePay.com](http://www.PeoplePay.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 in several ways. (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"). (b) I can request a direct check payment is sent directly to the recipient or (c) I can request a payment to be made to a PayPal Account.

## **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.

	<u>Single Limit</u>	<u>Daily Limit</u>
Direct Check Payment	1,000.00	3,000.00
Account-to-Account (ACH)	500.00	1,000.00
PayPal Payment	<u>500.00</u>	<u>1,000.00</u>
<b>People Pay: Total Limit*</b>	<b>2,000.00</b>	<b>5,000.00</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>TOSBIC</b>	FREE
Outbound <b>FROMSBIC</b>	FREE