



Internet Banking Terms of Usage

Please read this Agreement carefully before applying for Internet Banking Facility

Personal Banking Department
19 S Lasalle, Suite 200, Chicago, IL-60603

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This Agreement constitutes the Terms of Service for <https://sbichicago.statebank/home> and all such Terms of Service apply to your use of the Services on this Web site (the “**SBI Online Site**”). Use of the Services is expressly conditioned on your acceptance of this Agreement. By using the Services, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. If you decide not to agree to the terms and conditions discussed herein, you may not use the Services.

In addition to this document, in connection with your use of the Services, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the SBI Online Site or any other SBI Site (as defined below) or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through the Services, you may be subject to, and/or required to agree to, separate user agreements, customer agreements or similar agreements governing or relating to such features, products or services. All such guidelines, manuals, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, “**Additional Agreements**”) are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, our Customer Manual, and agreements, rules or other terms governing any checking, savings or other deposit accounts that you may view, modify or otherwise access while using the Services; fee schedules; our electronic funds transfer agreement and disclosures; and your signature card.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement kindly note that they apply to online banking solely. The terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by SBI in an Additional Agreement. This Agreement shall apply regardless of the means by which the Services are accessed, including, but not limited to, through the URL address <https://sbinewyork.com/> electronic mail, or links from another Web site via a computer, mobile device, or any other means of access.

1. Definitions:

Throughout this Agreement, the words “**State Bank of India**”, “**State Bank of India, Chicago Branch**”, “**SBI**” “**we**”, “**us**” or “**our**” mean, collectively, State Bank of India, New York, and State Bank of India, Chicago, jointly insured by the FDIC, and all of their respective successors or assigns. However, with respect to a specific account to which the SBI Online Site provides you access, “**State Bank of India**”, “**SBI**”, “**we**”, “**us**” or “**our**” shall be understood to refer to the particular entity in the SBI family of companies that offers such account. Please consult your account agreement(s) for information about the SBI entity servicing your individual account(s). “**You**” or “**your**” mean each Authorized Person (as defined below) who has an interest in an account with SBI which is accessible through the Services or through the SBI Online Site. Whenever “**you**” is more than one person with respect to any such account or relationship, the obligations and agreements applicable to you under this Agreement shall be deemed to be joint and several wherever appropriate. “**Eligible Account**” or “**Account**” mean the Checking, Savings, Money Market Deposit account, NOW accounts Certificate of Deposit or other deposit account(s), loan account(s) and other account(s) that are tied to your Social Security Number, Tax Identification Number or other unique identifier provided to you by SBI (your “**Customer Number**”) and that are used through the Services, and any other account that you may add to your online banking profile (as further set forth below).

- a) “**Access Information**” means your Customer Number, user ID, password, password reminder question and answer, and any other security or access information related to your account(s).
- b) “**Authorized Person**” means, with respect to an individual account, each person who has an interest in or authority to transact business in such account and, with respect to an entity account, each person listed as an authorized signor on the signature card for such account or otherwise authorized to transact any business with respect to such account.
- c) “**Personal Account**” means any account established by a natural person primarily for personal,

family or household purposes.

- d) **“Business Account”** means any account that is not a Personal Account.
- e) **“Payment Account”** means any account designated by you from which payments will be made through the bill payment features of the Services, including third party transfers, internal transfers, and payments made through Online Bill Pay. The Payment Account that you designate for these services may or may not be a SBI account depending on the service used. For further information, please contact your Account Officer or our Customer Service at **312-621-1200**.
- f) **“Online Bill Pay”** refers to the services we provide through our online bill payment service,
- g) **“Scheduled Payment Date”** is the day you want your Payee to receive a bill payment or transfer, unless the Scheduled Payment Date falls on a non-Business Day in which case the Scheduled Payment Date will be considered to be the previous Business Day.
- h) **“Due Date”** is the date on which payment to a Payee is due as reflected on the billing statement that you receive from that Payee. It is not the late date or grace period.
- i) **“Scheduled Payment”** is a payment that has been scheduled through the Services but has not been processed.
- j) **“Payee”** is the person or entity to which you wish a bill payment or transfer to be directed.
- k) **“Business Day”** is every Monday through Friday, from 9:00 am to 3:00 pm Central Standard Time, excluding Federal Reserve holidays.
- l) **“SBI Site”** shall mean any Web site owned or operated by a member of the SBI family of companies that contains information about available products and services and/or terms and conditions relating to any accounts, account information and/or transactions that you may view, perform, modify or otherwise access or use while using the Services. SBI Sites shall include, without limitation, the SBI Online Site.
- m) **“Computer”** means your computer, computer system, mobile device, or any other method of access used to access a SBI Site and all related equipment and software.
- n) **“Internal Transfers”** shall mean monetary transfers between your accounts held at State Bank of India, New York Branch, or monetary transfers between your accounts held at State Bank of India, Chicago Branch.

2. Description of Services:

- a) The “Services” shall mean all information, materials, content, communications, features, products, services, methods of conducting transactions and transactions available, offered, made, obtained or otherwise provided or used (as applicable) on or through the SBI Online Site, including, but not limited to, the ability to: (a) create an Account; (b) create a beneficiary for an Account; (c) receive Alerts and reminders; (d) transfer funds between certain Accounts; (e) make bill payments through our Online Bill Pay service and schedule other payments to certain of your Accounts; (f) obtain account balance and certain other account information for various SBI Accounts that you may have (including, without limitation, checking, savings or other deposit accounts, loan accounts and investment accounts); (g) obtain transaction information on certain of your accounts; (h) download certain account transactions to your Computer; (i) update your address; (j) view online statements; (k) view online check images; (l) order statement copies; (m) order check copies; (n) place a stop payment; (o) fund your Accounts; complete wire transfers; and/or (p) re-order checks.
- b) The Services are limited to the extent, and subject to the terms, noted herein and in any Additional Agreements that apply to you. The Services shall also be deemed to include any portion of the SBI Online Site and any software used to operate the Services. Subject to all terms hereof, you may use the Services seven days a week, twenty-four hours a day, except for any scheduled or unscheduled interruptions in the Services for maintenance, security or any other reasons, as further described below.
- c) Certain features, information, types of transactions or other services available while using the

Services are only available for certain Accounts and may not be available when accessing the Services via mobile device or for all of your SBI Accounts. For certain of your Accounts, you may be able to hyperlink from the SBI Online Site to another SBI Site relating to such Accounts, where you may be able to access features, information, transactions or other services pertaining to those accounts that you cannot access directly on the SBI Online Site (and that thus are not deemed a part of the Services).

- d) Any individual Authorized Person on an Account may enroll for the Services. Regardless of the individual who enrolls in the Services, the terms of this Agreement shall apply to all Authorized Persons, individually and jointly.
- e) At certain times, online access to one or more of your Accounts or to the Services may be unavailable due to system maintenance, malfunction, or circumstances beyond our control. During these times, for banking services, you may need to call our customer service at **312-621-1200**, or visit one of our branch offices on all business days. You may also perform certain transactions at an ATM provided you have opted for our debit card services which are governed by separate terms and conditions.

3. Security, Confidentiality of Access Information:

- a) Use of the Services requires a computer or approved mobile device and Internet access connected through an Internet or mobile service provider and with a web browser (for example, Firefox or Microsoft Internet Explorer). It is your responsibility to provide all necessary equipment, software, and network or internet services and to maintain the security of that equipment and software and network or internet services. You also agree to comply with any security procedures and policies we may establish from time to time.
- b) To provide the highest degree of confidentiality and to protect the security of your financial information, you must have an internet browser that supports 256-bit encryption and secure sockets layer version 3.0 or higher. Use of the Services with lower than 256-bit encryption is strictly prohibited. To the extent you are able to access the Services using lower than 256-bit encryption, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.
- c) You agree to keep your Access Information confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. We recommend that you memorize your Access Information and do not write it down. You agree not to give or make available your Access Information to any unauthorized individual.
- d) If you believe the security of your password or any other Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use the Services under your Customer Number without your consent, your accounts have been accessed, or someone has transferred money from your account(s) without your permission), you must notify us immediately. (See the section entitled UNAUTHORIZED TRANSACTIONS in this Agreement.)
- e) We reserve the right, under certain circumstances, to deny your access to any one or more Account(s) or to the Services or any part thereof, or to deny the processing of transactions, in order to maintain or restore security or performance to the SBI Online Site or any other SBI Sites and systems. We may do so if we reasonably believe your Access Information has been or may be obtained or is being used or may be used by an unauthorized person(s).

4. Enrollment in Services; Accounts which can be accessed:

- a) In order to enroll in and use the Services, you will need your 9-digit Social Security or Tax Identification Number, unless otherwise expressly agreed by SBI (provided SBI shall have no obligation to so agree). If you do not have such a number and are interested in enrolling in the Services, you must contact our Customer Service on business days at **312-621-1200** which may provide you with our State Bank of India Customer Manual and assist you in determining which

enrollment is appropriate for your needs.

- b) If you are a current SBI accountholder, you may self-enroll at our website at <https://sbichicago.statebank/home>. Following online self-enrollment, you will have access to your account information for viewing purposes only. In order to obtain transaction rights in online banking mode, you must send a request in writing to SBI using the form that is presented at the end of the enrollment process.
- c) If you are not a current SBI accountholder, you may still use online enrollment at <https://sbichicago.statebank/home>. You must be a United States resident or resident alien with a valid Social Security Number and have a valid bank account with another United States bank. Verification of this information may take up to 3 business days. Following verification, SBI may activate your account. At this time, you will need to fund your new SBI account from the verified external account you provided at enrollment. This process will require you to approve a debit from that account. Following online self-enrollment, you will have access to your account information for viewing purposes only. In order to obtain transaction rights in online banking mode, you must send a request in writing to SBI using the form that is presented at the end of the enrollment process.
- d) By enrolling in the Services, you authorize SBI to process transactions for you as requested by you from time to time, and you authorize us to post transactions to your account(s) as directed. You further authorize SBI to make automatic recurring payments in such manner as you direct.

5. Linked Accounts:

- a) If you have more than one SBI Account, we will automatically “link” your Accounts together for purposes of the Services, and all such Accounts will appear in your online banking profile on the SBI Online Site, unless you request in writing that certain Accounts not be linked. Unless you request in writing to the contrary, any Accounts for which you are an Authorized Person (including, without limitation, joint accounts for which you are one of multiple Authorized Persons) will appear in your online banking profile.
- b) While not eligible for automatic linking, once you have completed your enrollment in the Services, you may “link” your third party credit or debit card accounts so that you can fund your SBI accounts in your online banking profile on the SBI Online Site. If you have more than one such credit and/or debit card account, each must be linked separately. Linking a credit or debit card account to your online banking profile only allows you make payments to your SBI Accounts from such credit or debit card accounts. Please note that the use of a credit card to fund your bank account may be treated as a cash advance or similar service, and such services may be subject to fees and charges from your credit card issuer. Please verify fees and charges before linking a credit card to your Accounts.
- c) All “linked” Accounts will appear in your online banking profile on the SBI Online Site, and you will be able to view at least certain summary information for all such Accounts. Certain features, information, types of transactions or other services available while using the Services may not be available for all of your linked Accounts. For certain of your linked Accounts, you may be able to hyperlink from the SBI Online Site to another SBI Site relating to such Account, where you may be able to access features, information, transactions or other services pertaining to such account that you cannot access directly on the SBI Online Site.
- d) If you have a linked joint Account or other Account that requires two or more signatures to make withdrawals, transfers or transactions, you will not be able to perform certain transactions on such account using the Services. Any non-linked Account(s) will not be accessible through the Services.

6. Electronic Communication:

- a) You agree that all disclosures and other communications from us regarding your accounts,

- Online Bill Pay, or this Agreement may be made electronically and are valid under applicable law.
- b)** You agree that all electronic communications that we receive on the SBI Online Site or otherwise in connection with the Services, such as those directing us to take an action with respect to your account that matches identity information you have provided when enrolling in or using the Services will be deemed valid, authentic and binding obligations. Pursuant to law and regulations, these electronic communications therefore will be given the same legal effect as your written and signed paper communications, shall be considered a “writing” or “in writing” and shall be deemed for all purposes
 - i. to have been “signed” and
 - ii. to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.
 - c)** You agree (to the maximum extent permitted by law) to hold harmless SBI and each and all of its affiliates, officers, directors and employees and protect and indemnify SBI and each and all of its affiliates, officers, directors and employees from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable attorneys’ fees and court costs) of any kind, direct or indirect, arising out of or in any way connected with any Services rendered by SBI pursuant to or in accordance with any and all electronic communications for which we have attempted to verify your identity as set forth above.
 - d)** You have the right to withdraw your consent to receive electronic disclosures and communications at any time at no cost to you. If you withdraw your consent, SBI is authorized to terminate your SBI Online Banking and Bill Pay. To withdraw your consent to receive electronic disclosures and communications, please use the secure messaging system available at the SBI Online Site.
 - e)** By enrolling in Online Banking you agree that as a condition of using the Services you consent to receiving all transactional e-mail communications from SBI which are directly related to your use of the Services or to your account(s) and to any disclosures that may result from SBI sending Account communications to you via the e-mail address you provide. Please see the SHARING INFORMATION/PRIVACY section of this Agreement for more information about our privacy and information-sharing policies. PLEASE BE AWARE YOU CANNOT USE E-MAIL TO INITIATE TRANSACTIONS ON YOUR ACCOUNT(S).
 - f)** When communicating with us electronically, we recommend all electronic communications be sent solely via secure messaging, if and as available through the SBI Online Site. For account transactions, please use the appropriate functions available through the Services or call our Customer Service on business days at **312-621-1200**.
 - g)** While enrolled for online statements, you will continue to receive paper statements other documents that contain important information about your account in the mail. You should continue to review any correspondence that we mail to you.
 - h)** If and to the extent we shall offer online statements in the future, an e-mail notification will be sent to the e-mail address that we have on file. It is your responsibility to update any changes in your e-mail address through the SBI Online Site. We encourage you to retain a copy of any records you would like to keep.

7. E-Alerts:

- a)** The Services include both automated security alerts and opt-in alerts. Security alerts are sent to your primary e-mail address automatically for fraud reasons when certain changes to your Account occur, such as the addition of a new bill payee(s), password updates, or changes in your physical or primary email address. These alerts are part of the Online Banking service and are not optional.
- b)** In addition to security alerts, you may choose to receive additional alerts regarding other online

banking and account activity delivered by telephone or e-mail. You will be asked to select from contact options when you sign up for the alert. By signing up to receive any opt-in alerts, you consent to delivery of such alerts in the format selected (such as text or prerecorded voice) to the contact telephone numbers or email addresses you identify. You are responsible for notifying us of any changes to your e-mail, mobile device, and telephone contacts to which alerts are sent. To stop receiving any optional alerts, log into Online Banking and change your selections from the Set Alerts page or contact Customer Service on business days at **312-621-1200**.

- c) Your full account number will not be included in any alert. However, alerts may contain our name and information about your Accounts. Depending upon the alert, information pertaining to Account balances, checks written, or insufficient funds may be included. Anyone with access to your e-mail, mobile device(s), and telephone or telephone answering machine(s) or service(s) may be able to access the contents of the alerts. It is your responsibility to secure these devices, protect your Access Information, and provide timely information about telephone or e-mail contact changes in order to protect the confidentiality of this information. You consent to any disclosures by SBI which may occur if you do not take appropriate steps to prevent access to your information by unauthorized persons.
- d) We endeavor to provide alerts in a timely manner with accurate information. However, we do not guarantee the delivery or accuracy of the contents of any alert. Alert balances will not reflect pending transactions and deposits may not be available for immediate withdrawal. If you require additional details about a transaction, you may log in to Online Banking or contact our Customer Service on business days at **312-621-1200**. You agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

8. Transfers:

- a) Your ability to transfer funds from certain Accounts is limited by federal law. For example, Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers, including online banking transactions and bill pay transactions, from money market deposit and savings accounts. You should refer to the Customer Manual which governs your deposit account, a copy of which is available at <https://sbichicago.statebank/home> or by calling our Customer Service during business hours at **312-621-1200** for these legal restrictions and the service charges and penalties for excessive withdrawals or transfers. Transfers made using the Services are included in calculating the permissible number of transfers from certain accounts described in your Customer Manual.
- b) We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer, between certain Accounts. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction; provided, however, that notification is not required if you attempt to make transfers that are prohibited under this Agreement, any Additional Agreement, other SBI agreements affecting the terms of your account(s), or federal or state laws.
- c) Up to a one-Business-Day delay may occur in completing and posting Internal Transfers between your Accounts. Contact our Customer Service on business days at **312-621-1200** or visit <https://sbichicago.statebank/home> for a list of our banking holidays.

9. Special Rules for International Transfers:

- a) Once an international transfer has been sent, it cannot be cancelled or amended. You may request an international transfer be recalled, and we will communicate your request to the beneficiary's bank. If the beneficiary's bank agrees to return the funds to us, then upon confirmation of receipt of funds in our account, we will credit your account at the current SBI

retail buy rate for that currency that day (see below). Please note that the exchange rate will be different from the original rate applicable to the outbound transfer, which may result in a loss to you. Furthermore, SBI as well as the beneficiary's bank may assess charges for their services, which will be deducted from the amount returned to you. We will have no liability to you if the beneficiary's bank or foreign beneficiary refuses your request to recall the international wire transfer.

- b) If an international transfer is returned by the receiving bank or beneficiary's bank for no fault of ours, we will credit your account at the current SBI retail buy rate for the currency that day (see below). Please note that the exchange rate will be different from the original rate applicable to the outbound transfer, which may result in a loss to you. Furthermore, a returning bank and/or beneficiary's bank may assess charges for their services, which will be deducted from the amount returned to you. You acknowledge that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day as reported in The Wall Street Journal or elsewhere. Exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from SBI's rates. We do not accept any liability if our rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (banknotes, check, wire transfer etc.). You also acknowledge that our exchange rates may vary at different branches, for online retail customers, corporate customers, and depending on whether a single transfers or a bulk transfer is involved.
- c) Further, international transfers may get delayed or rejected by the Office of Foreign Assets Control pursuant to their authority. Such transactions will be subject to review by SBI. The exchange rate on such remittances may change from the one shown at the time of creation of the remittance.

10. Conditions Governing Issuance of Wire Transfer:

- a) The Services may be used to conduct international wire transfers from your Account(s).
- b) In conducting an international wire transfer through the use of the Services, SBI agrees to send at your expense and risk a message directing payment in foreign funds from your Account(s) in the amount and manner indicated. SBI does not warrant that the transfer of funds will reach the Payee. It may make use of any branch, or correspondent, agent or sub-agent and shall not be under any liability of errors, negligence, suspension or default of any of them or for any failure to identify the Payee or any mis-payment by any of them nor shall SBI be under any liability for any errors, mutilations, delays, mis-delivery or failure of delivery in the transmission of any message in connection with this transaction whether or not in code or whether by mail, postal service, telegraph, cable, wireless radio or otherwise, or for any suspension of any such means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risks being borne by the customer. Under no circumstances shall SBI be liable for any consequential damages of any sort.
- c) In case of transfer of currency other than the currency of the country to which remittance is made, it shall be payable to the Payee in currency of said country at the buying rate of SBI's branch or correspondent for exchange of the currency remitted unless the Payee arranges with said correspondent for payment in some other form upon paying all charges in connection therewith. In case the funds are not paid to the Payee, whatever the reason, any liability of SBI will be conditioned upon its receipt from the branch or correspondent of confirmation of effective cancellation of the remittance abroad and shall be limited to refunding the amount to be

remitted, less expenses, which refund, in the case of transactions relating to the remission of foreign money, shall be made by

- payment in United States dollars at SBI's buying rate in Chicago, at the time of such refund, for the foreign money to be remitted, or at SBI's option by
- forwarding by mail or otherwise to SBI's branch or correspondent or other banking houses abroad with which it may then have or establish a sufficient credit in such foreign money instructions to withhold there from an amount equivalent to the amount to be remitted for the account and risk of the person to whom refund is to be made, and SBI shall not be otherwise liable in connection herewith or for the consideration received by it. References to the foreign money to be remitted shall mean such foreign money or other foreign money into which it may then be convertible, impressed with restrictions, and other characteristics which shall or would have attached to an unmarked credit balance of SBI remaining with its correspondent or such other banking house from the date hereof to the time of settlement. Anything hereinbefore to the contrary notwithstanding, any refund shall be made in case of mis-payment of funds by any correspondent, agent or sub-agent, and in case funds for the payment of this transfer have been remitted or made available abroad or otherwise covered, no refund shall be made until the relative funds have been returned or otherwise made freely available to SBI.

11. Payments:

- a) Online payments include (i) payments made through the Services for which the Payment Account is a SBI account ("Outgoing Payments"), including, without limitation, any payment that you schedule through our Online Bill Pay service, (ii) payments to certain SBI accounts ("Incoming Payments"), and (iii) payments made in the form of funds transfers to eligible loan or line of credit accounts (which are covered by the "Transfers" section above and any other provisions governing transfers in this Agreement). The Account that you designate for an Incoming Payment may or may not be a SBI Account. You may schedule an Incoming Payment to certain of your Accounts using the Services. You may initiate an ACH Transfer from the SBI Online Site and we will debit or credit your account at other financial institution through ACH. The ACH Transfer can be used solely to either fund an SBI Account or credit an account at another financial institution.). Any such Incoming Payment that you set up on another SBI Site will be governed by terms and conditions set forth on such SBI Site and not by this Agreement.
- b) Online Bill Pay payments and any other bill payments permitted by the Services will be debited from the Account that you designate. SBI's receipt of your bill payment instructions authorizes us to debit your Account, and to remit (or request that such financial institution remit) funds on your behalf.
- c) With respect to Outgoing Payments, if at the time funds are to be removed from your Account, there are insufficient funds, you understand and agree that SBI will not make any payments and that you are solely responsible for the amount of the bill along with any resulting fees or penalties. The dollar amount of our fees or penalties is published in the SBI Fee Schedule, available at SBI's New York or Chicago branches and included in SBI's Customer Manual available at branch website.
- d) You should keep Accounts open and active. Should your bill pay checking accounts close, your Online Bill Pay services will end and any unprocessed Outgoing Payment transactions will be cancelled. Cancellation of your Online Bill Payment transactions may take up to five (5) business days from the processing date of a payment scheduled from your closed checking account. If you close your Payment Account, any Incoming Payments will not be processed. Outgoing

Payments scheduled through Online Bill Payment from the closed Payment Account may be processed, depending on proximity to the Scheduled Due Date. If an SBI account designated for a scheduled bill payment is closed by a customer, all future bill payments will be cancelled with immediate effect.

12. Payment Scheduling:

With respect to all Outgoing Payments and Incoming Payments that you may schedule through the Services:

- a) You understand and agree that it is your responsibility, in accordance with all terms hereof, to authorize bill payments in such a manner that the bills will be paid on time and that the Payee will receive your payment no later than the Due Date on the statement provided to you by the Payee.
- b) You understand and agree that we reserve the right to impose a frequency or dollar limit on bill payment requests or to refuse to make any payment you have requested. You understand we will notify you promptly if we decide to refuse to complete any payment instruction; provided, however, that notification is not required if you attempt to make payments that are prohibited under this Agreement.

13. Hardware and Software Requirements:

- a) To access and retain the information subject to this consent, your personal computer needs to support the latest W3C HTML / DOM recommendations and 128 bit SSL encryption.
- b) You will also need Adobe Acrobat to review statements in PDF format, if such statements are available. To read statements in PDF format, you will need to download Adobe Acrobat software into your browser.
- c) To print statements you must have a printer connected to your computer. To download statements, if available, you must have sufficient hard-drive space (approximately 1 MB) to store the statements.

14. Fees and Charges:

- a) Except as provided herein, we do not at this time charge any enrollment fees, recurring usage fees or any other fees for your use of the Services (including, without limitation, viewing your account information, transferring funds and making bill payments). However, we do charge fees in certain limited circumstances that may arise in connection with your use of the Services (including, without limitation, if you request a stop payment or order a print copy of a check or statement etc.), as further set forth in Schedule of Fees & Charges of the SBI Customer Manual available on our website. You may also request this information via an e-mail request or by calling our Customer Service during business hours at (212)521-3200.
- b) In addition to such fees set forth in such Fee Schedule, you shall be subject to all fees, charges, penalties, balance requirements, and other restrictions explained in your account agreements or other Additional Agreements.
- c) Notwithstanding the foregoing, fees are subject to change, and we may impose additional charges, penalties or fees in connection with your use of the Services at any time, subject to the terms hereof.
- d) You agree to promptly pay all fees and charges for services provided through the Services, and

you authorize us to automatically deduct all applicable charges and fees from your designated SBI Payment Account(s) or any other eligible account.

- e) You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing your account(s) through the Services.

15. Changes in Services; Interruptions in Service:

- a) We may, from time to time and at any time, revise, update, discontinue or otherwise modify, temporarily or permanently, the Services or any part thereof (including, without limitation, the SBI Online Site, this Agreement, the scope of the Services, and any materials related to the Services), or your access thereto. We will attempt to provide prior notice of any such material changes (by posting a notice of such changes on the SBI Online Site when you log in, and/or sending a notice to you at the address shown on our records or sending you a secure message), but cannot guarantee that such notice will be provided.
- b) Notwithstanding the foregoing, to the extent required by law and whenever reasonably practicable, we will post or send such notice at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions; provided, that we cannot guarantee that we will provide such notice by such time; and provided further, that we reserve the right to make any such changes effective immediately if necessary to maintain the security of the system or to comply with any laws or regulations. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change.
- c) Changes to the Services may render prior versions of the Services obsolete. Without limiting the foregoing, we reserve the right to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to our more recent versions and updates.
- d) You may choose to accept or decline changes by closing, continuing or discontinuing use of the Services to which these changes relate. Your use of the Services after we make any changes will constitute your agreement to such changes. We also reserve the option, in our sole business judgment, to waive, reduce or reverse charges or fees in individual situations.
- e) We may, from time to time perform maintenance upon the Services or experience hardware, software or other problems related to the Services, resulting in interrupted service, delays or errors in the Services. We will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

16. Our Responsibility for Funds Transfers:

- a) By using funds transfer service available through the Services, you warrant that you are an Authorized Person on the Account from which the funds are being drawn to make such payment or transfer.
- b) We, or a third party acting as our agent, will use reasonable efforts to timely and properly complete funds transfers and bill payments from your Account(s) according to your properly entered and transmitted instructions. However, neither a third party service provider nor we will be liable in any way for any failure or delay in completing any such transaction (whether an Outgoing Payment, Incoming Payment or funds transfer, as applicable):

- If, through no fault of our own or of our agent, you do not have adequate money in a designated checking, savings or other deposit account to complete a transaction from that account, or if that account has been closed; or the transaction would exceed the credit limit on any applicable overdraft line of credit;
- If you have not properly followed instructions on how to make a funds transfer;
- If you do not provide SBI with complete, correct and current Account or Payee information,
- If withdrawals from any accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your Computer was not working properly such that it interfered with your attempt to authorize a funds transfer;
- If circumstances beyond our or our agent's control prevent making a funds transfer. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters, terrorist acts or war.
- In any other set of circumstances as set forth in your account agreements.

17. Your Responsibilities and Liabilities:

- a) It is your sole responsibility to ensure that the contact information in your online banking user profile is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, e-mail addresses, and account numbers. Changes can be made either via a secure message within the Services or by sending us a signed request for same. We are not responsible for any payment processing errors or fees incurred by you if you do not provide accurate account or contact information.
- b) While you may notify us of a change of address online, the changes will be effected only after submission of a valid documentary proof of the new address like utility bill, copy of recent bank statement etc. showing the changed address to an SBI branch.
- c) If you close any Account, you must notify us and identify a new Payment Account for the selected Services. Additionally, if you close all your Accounts with us, you agree to notify us to cancel your Services. To the extent you shall request electronically the closure of an account, you understand that it may take up to 2 Business Days to complete any such request.
- d) You will be mailed periodic statements for your account(s) with the regularity provided for in the Customer Manual for Deposit Accounts. Your role is extremely important in the prevention of any wrongful use of your account(s). You must carefully examine your statement upon receipt.

18. Unauthorized Transactions:

- a) Please contact us immediately if you believe that an unauthorized transaction has been or may be conducted from your Account(s); if you believe another person has improperly obtained your Access Information or has transferred or may transfer money from your Account(s) without authorization; or you suspect fraudulent activity on your account(s).
- b) The fastest way to notify us of an unauthorized transaction is by telephone. Call us at **312-621-1200 (Ext-254/252/255)** on Business Days during business hours; or send us an email through the SBI

Chicago website or leave a voice mail through the above designated SBI customer number.

- c) Failure to notify us of an unauthorized transaction could result in loss of all the money in your account plus any overdraft line of credit. If you tell us within 2 business days after you learn of the loss or theft of your Access Information, you can lose no more than \$50 if someone used your password without your permission.
- d) If you fail to tell us within 2 business days after you learn of the loss or theft of your Access Information, and we can prove we could have stopped someone from using your Access Information without your permission if you had told us, you could lose as much as \$500.
- e) You will be mailed periodic statements for your account(s) with the regularity provided for in the Customer Manual for Deposit Accounts. Your role is extremely important in the prevention of any wrongful use of your Account(s). You must carefully examine your statement upon receipt. If your statement shows transfers that you did not make, including those made with your Access Information or by other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.
- f) For purposes of these disclosures, "Business Day," is defined in this Agreement, as Monday through Friday, from 9:00 a.m. to 3:00 p.m (CST), excluding Federal Reserve Holidays.

19. Termination:

- a) We reserve the right to terminate this Agreement and your access to the Services, in whole or in part, at any time and for any reason.
- b) Without limiting the foregoing, if you do not access the Services and there has been no activity on any of your accounts through the Services (such as an automatic bill payment) for any consecutive 120-day period, and there is no such activity pending as of the end of such 120-day period, we reserve the right to terminate your access to the Services. However, you agree that SBI will not incur any liability for termination or non-termination of your access to the Services for non-use.
- c) If any of your checking, savings or other deposit accounts is closed due to insufficient funds or any other reason, such account will no longer appear in your online banking profile. If any other account is closed for any reason, such account may no longer appear in your online banking profile.

20. Assignment:

- a) You may not assign this Agreement or your rights to the Services to any other party.
- b) We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of our parent corporation, or to any existing or future direct or indirect subsidiary of SBI, or to any of our existent or future affiliates. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

21. Data Recording:

When you contact us, the communication or the information you provide may be recorded or otherwise retained by us or our service provider. You consent to such recording or other retention. Without limiting the foregoing, you agree that we may record the conversations our employees have with you or your agents. We do this from time to time to monitor the quality of service and accuracy of information our employees give you and to ensure that your instructions are followed.

22. No Waiver:

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

23. Liability for Loss or Erroneous Data:

Without limiting any other provision hereof, you will bear the sole liability and risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your Computer or third party communications providers on which you may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your Computer.

24. Harm to Computer Systems/Data:

You agree that we shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter your Computer by downloading information, software, or other materials from the SBI Online Site or any other SBI Site.

25. Sharing Information/Privacy Policy:

This Privacy Policy has been framed as per laws of the United States and is, therefore, applicable to only customers of the U.S. branches/ agency of SBI. Building and maintaining customer confidence has always been a priority at SBI. We at SBI recognize and respect the trust you repose in us when you share your personal information with us. Consistent with federal regulations requiring every financial institution to provide customers with information about its policy and practice related to sharing of customer's personal financial information, we are setting forth below our Privacy Policy and urge you to review the information provided in this Notice.

SBI's Branches, Agency and Rep. Office in the United States.

In the United States, SBI currently conducts business through branches located at 460 Park Avenue, New York ("New York Branch"), 19 South LaSalle Street, Chicago ("Chicago Branch") and, it's Agency located at 707 Wilshire Boulevard, Los Angeles ("LA Agency"). SBI also maintains a representative office at 2001 Pennsylvania Avenue, Washington, D.C. ("Washington Rep Office"). These offices are collectively referred to as SBI-US in this Notice. This Privacy Policy has been adopted by and applies to SBI-US. It outlines the type of personal information we collect, why we collect it, how we use it, and with whom we share it. This Privacy Policy applies to information of existing as well as former customers.

- a) Our Commitment.** SBI-US is committed to maintaining the privacy of your personal information. In order to safeguard the confidentiality of your personal information, we restrict access to your accounts only to those employees who need to know this information to provide you with account services or for SBI-US's internal accounting, review and compliance purposes. We require that all SBI-US employees maintain the confidentiality of your personal information. We endeavor to maintain physical, technological and procedural

safeguards and security that comply with federal guidelines.

b) Why We Collect Information. We collect and use various types of information from and about you; however, we limit the information to the minimum required to:

1. Accurately identify you when you are conducting financial transactions with SBI-US to prevent unauthorized persons from gaining access to your personal and financial information,
2. To better understand your financial needs and to offer you with preferred rates, payments, products and other related services to help you achieve your financial objectives consistent with our business norms and practices.
3. To properly manage our business.

c) Information that SBI-US Collects. In order to understand your financial needs and provide you with products and services designed to meet your objectives and to better service your accounts, SBI-US obtains information about you from the following sources:

1. Applications, forms and other documentation you complete, and/or
2. Information you provide in person, by phone or other means to open account with SBI-US, in connection with SBI-US's products and services.

Example of such information include your name, address, marital status, family, social security number or tax identification number, income, assets, debts and liabilities, your account and transactions with SBI-US, SBI-US's affiliates and others, your transactions with other companies and persons. Examples of such information include your employment history, loan balances, and credit card operations etc., Consumer reporting agencies such as credit bureaus.

d) Information SBI-US may share with Affiliates. In case of those customers who maintain deposit or loan accounts with SBI-US, SBI-US may share information about their account history and experience within SBI's affiliates providing banking, financial, merchant banking, investment banking and insurance services ("SBI family companies"). SBI-US may also share within SBI family companies other non-public personal information about such customers such as information received from them in applications, forms, other documentation and information received from credit bureaus.

e) Information SBI-US may share with nonaffiliated third parties. SBI-US does not share or sell nonpublic personal information about SBI-US customers or former customers to nonaffiliated third parties, except as permitted by law. Few illustrations are given below: SBI-US may share nonpublic personal information (as described below) with nonaffiliated third parties contracted on behalf of SBI-US to perform services necessary for the routine operation of your account(s). This includes services such as check printing, data processing, loan servicing and fraud prevention. SBI-US may also share non-public personal information with nonaffiliated third parties performing marketing services on our behalf, with other financial institutions with which SBI-US has or may have a joint marketing agreement. In all such cases, the nonaffiliated third party receiving the nonpublic personal information would be required to maintain the confidentiality of the information and to use such information only for the purpose for which it was disclosed to such party. SBI-US may also share nonpublic personal information as permitted or required by law, judicial or other governmental process (such as under provisions of the USA PATRIOT Act 2001) or for regulatory and statutory reports and audits or as may be authorized by you. Nonpublic personal information SBI-US may share with nonaffiliated third parties as described in this paragraph includes:

- Information SBI-US receives from you on application and other loan or account forms and documentation, such as name, address, age, assets, income and liabilities.
- Information received from credit bureaus such as your credit score, creditworthiness and payment history.
- Information obtained to verify representations made by you such as your credit or

deposit accounts with other financial institutions, or your employment history.

- Your name, address, account number and Social Security Number with the service provider for printing Form 1099 and your name and account number with the service provider who prints checks.

f) Security of personal information. SBI-US takes the security of information very seriously. SBI- US has established physical, technological and procedural systems and controls for protecting confidentiality of your personal information, which complies with federal regulations. SBI-US employees undergo training on an ongoing basis to keep the protection of consumer information a day-to-day priority.

g) Other Information

This Privacy Policy applies to SBI-US products and services obtained by individuals for personal, family or household, non-business purposes. If you have any questions about our Privacy Policy, or about the security and confidentiality of your nonpublic personal information, please call our Compliance Officer, at the branch where you maintain an account, who will be happy to assist you. The contact information is as follows:

New York Branch 460 Park Avenue NY 10022 Tel:(212) 521-3229 Fax:(212) 521-3360	Chicago Branch 19 South LaSalle Street Suite 200 Chicago, Illinois 60603 Tel: (312) 621 1200 Fax:(312) 621 0740	Los Angeles Agency 707 Wilshire Blvd 19 th Floor, Suite 1995 Los Angeles CA 90017 Tel:(213) 623 7250 Ex.17 Fax:(213) 622 2069
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SBI-US reserves the right to change the Privacy Policy at any time, but if we do so, we will notify you in a reasonable time when any change is implemented. We will also notify you annually as required by federal law.

h) Limitation of Liability; Disclaimers: Except as otherwise expressly provided herein, your use of the Services is at your own risk. None of the entities comprising SBI, nor any of their respective officers, directors or employees, nor any other party involved in creating, producing, or delivering the Services shall be liable for any direct, incidental, consequential, indirect, punitive, or other damages of any kind arising out of your access to or use of the Services, or the inability to access or use the Services, whether caused by SBI or such other parties, online service providers, any agent or subcontractor of any of the foregoing or any other party.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHILE SBI MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SBI MAKES NO WARRANTY THAT (i) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE, OR (ii) ANY INFORMATION CONTAINED ON, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE. THE MAXIMUM AGGREGATE AMOUNT OF SBI'S TOTAL AGGREGATE LIABILITY TO YOU OR ANYONE FOR DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN ANY EVENT, THE FEES PAID OR PAYABLE TO SBI FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT THAT GIVE RISE TO SUCH LIABILITY FOR THE THREE MONTHS PRIOR TO THE DATE ANY SUCH CLAIM IS MADE. THESE LIMITATIONS OF

LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

Nothing contained in the Services is intended to provide legal, accounting, tax or financial advice. You should consult your own professional advisor on such matters. Information about products and services which you do not already have with SBI is provided for informational purposes only and should not be considered as an offer to make those products and services available to you.

i) Severability: If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

j) Area of Service:

1. Unless otherwise agreed by SBI, the Services described in this Agreement are solely offered to citizens of the United States of America and resident aliens of the United States of America. Initial online enrollment is restricted to those physically located in the United States; however, once enrollment is completed and access is approved, you may access the Services from locations outside the United States.
2. Notwithstanding the foregoing, the United States Export Control laws prohibit the export of certain technical data and software to certain territories. No contents from the SBI Online Site or any other SBI Site may be downloaded or otherwise exported in violation of United States Law.

k) Collection Expenses: If we have to file a lawsuit to collect whatever you owe us, you will pay our reasonable expenses, including attorneys' fees and court costs.

l) Governing Law: This Agreement is governed by and interpreted in accordance with all applicable federal laws and regulations and, this Agreement applies to each individual account that you may access while using the Services, by the state laws and regulations governing such account or the account agreement for such account.