

CONDITIONS GOVERNING WIRE TRANSFERS/REMITTANCES

1. The Bank is authorized to debit the account or accounts designated by You for payment of transfer requests. Your transfer requests may involve any one or more of the following:
 - a. the transfer of funds from any designated account with the Bank to any of your accounts with the Bank or another financial institution, or
 - b. the transfer of funds from any designated account with the Bank to a third party or account of a third party whether such third party accounts are maintained with the Bank or any other financial institution. Any person named on your account is authorized to originate or confirm a wire transfer.
2. The Bank is not obligated to accept or execute any transfer request. Notice of rejection will be given to You by telephone. If, for any reason, the Bank is unable to reach You by telephone to notify You of the rejection, the Bank may at its option give notice of rejection in writing.
3. The Bank does not warrant that the transfer of funds will reach the payee.
4. You shall pay the Bank the amount of each transfer request transmitted by the Bank pursuant to this Agreement when the Bank executes a payment order to carry out your transfer request. You agree that your transfer requests will not exceed the available balance in your account. However, if a payment order should be executed which creates an overdraft, with or without the Bank's prior consent, You agree to pay the Bank the overdraft amount and any overdraft fee promptly upon demand. The Bank may offset the amount of the overdraft against the balance of any of your accounts with the Bank and may exercise any rights that the Bank may have under any agreements which grant the Bank security for the payment of liabilities or obligations of You to the Bank.
5. You understand and agree that the payment of a transfer request may be made by the Bank or any other financial institution used to carry out the transfer request on the basis of an identifying number or account number provided by You for the beneficiary, even if the number identifies a person different from the named beneficiary. You also understand and agree that the Bank or any other financial institution used to carry out the transfer request, might rely on the identifying number of the intermediary or beneficiary's financial institution provided by You as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one named. The Bank and any other financial institution shall not be responsible for determining whether the beneficiary's name and account number refer to the same financial institution. You are still liable to the Bank for the amount of the transfer request even if payment of the transfer request is made to a person different from the named beneficiary based on the beneficiary's identifying number or account number provided by You or if payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number provided by You.
6. Consumers have the right to cancel remittance requests with 30 minutes of request/payment by following the instructions included on their receipt.
7. The Bank shall have no liability for delays or mistakes, provided it acts in good faith and with reasonable care. It shall not be responsible for delays or mistakes caused by others through whom it transmits funds whether selected by You or the Bank. The Bank will not be required to make the transfer on the day on which the request is received, unless received within a reasonable time before any cut-off hour established by the Bank. The Bank generally will use the funds transfer system, but it may use any means and routes that the Bank, in its sole discretion, may consider suitable for the transmission of funds.
8. You agree that the Bank shall not be liable or responsible for any delay or failure to transfer any amount requested because of rules, regulations, or policies of the Federal Reserve Board the Society for Worldwide Interbank Financial Telecommunications (SWIFT) which limit, in the aggregate, the amount the Bank can transfer from time to time during any banking day, provided, however, that the Bank promptly notifies You of any such failure or delay and that the Bank effectuates the transfer as soon as is reasonably possible thereafter.
9. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE, INCLUDING ATTORNEY FEES, SUFFERED BY YOU IN CONNECTION WITH ANY TRANSACTION COVERED BY THESE CONDITIONS, REGARDLESS OF WHETHER THE BANK KNEW OR SHOULD HAVE KNOWN SUCH DAMAGES MIGHT BE INCURRED.
10. If any of these conditions are held to be invalid, illegal or unenforceable, the other conditions shall not be impaired or affected.

For further details please contact your local State Bank of India (California) branch.