

PEOPLE PAY PAYMENTS SERVICE AGREEMENT AND DISCLOSURE

You understand that by selecting the People Pay service through **Bank of Marin's** Online Banking and accepting these terms and conditions, you authorize **Bank of Marin** to post transactions generated by People Pay through your **Bank of Marin** VISA® Debit Card to another account at a U.S. financial institution or another Debit Card You understand and agree that **Bank of Marin** uses the networks indicated on your VISA® Debit Card for People Pay transactions. All payments to another person made through People Pay are subject to all terms and conditions within this Agreement and all other agreements associated with your accounts.

In addition, you understand that you may receive funds through the People Pay service from a payment generated by another individual. You hereby acknowledge that the receipt of money from another person is subject to the terms and conditions of other agreements between you and **Bank of Marin**.

You understand and agree that when you initiate a payment with your **Bank of Marin** VISA® Debit Card using People Pay, the processing of the payment will begin and the debit from your account may occur immediately. Receipt of the funds by the recipient will be dependent on the acceptance of the payment by the recipient and whether information requested from the recipient has been provided.

You understand and agree that **Bank of Marin** is relying upon the information you provide when originating a payment on your behalf. Any errors, including incorrect or inconsistent recipient names, email addresses, or mobile phone numbers are your responsibility. You understand and agree that **Bank of Marin** has no responsibility to investigate discrepancies between names, email addresses, or mobile phone numbers. You further understand that financial institutions holding recipient accounts are not responsible for investigating discrepancies between names and numbers.

PEOPLE PAY TRANSACTION LIMITS. Bank of Marin has an aggregate limit for People Pay transactions regardless of payment method. The overall People Pay limit is \$3000 per transaction, with a daily transaction limit of \$3000.

INITIATING PAYMENTS. Payments sent to an email address or mobile phone number require that the recipient claim the funds within 10 calendar days or the payment will expire. Once a payment has been scheduled, you must enter contact information for the recipient.

TIMING OF PAYMENTS. Payments conducted through People Pay will be completed in real time (i.e. immediately).

CANCELLATION OF PAYMENT. A payment request that has been initiated through Recipient Chooses may not be cancelled unless the recipient has not yet claimed the payment. Inquiries on cancellations must be directed to Customer Support at 866-626-6004, available Monday through Friday 9am – 6 pm Pacific Time standard business days.

EXPIRED PAYMENTS. Payments conducted through Recipient Chooses will expire in 10 calendar days if unclaimed.

REJECTIONS OF PAYMENTS. At our sole discretion, payments to another person may not be completed for various reasons. For example, if information provided for the recipient is inaccurate or if identity verification is not completed, the payment may be placed on hold or the amount of the payment may be returned to your account. Similarly, if you have insufficient funds in your accounts or the payment

is otherwise prohibited by the terms of this Agreement, the payment may not be completed. An email alert will be sent notifying you of the rejection.

INSUFFICIENT FUNDS. If there are insufficient funds, the transaction will reject immediately for People Pay account to account.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR PAYMENTS. Notify us as soon as you can via one of the following:

1. Call us at 866-626-6004, available 9am – 6 pm Pacific Time standard business days.
2. Send us a secure message using the Message option in Online Banking.
3. Write us at: **BANK OF MARIN**, P. O. Box 2039, Novato, CA 94948-2039.

If you think that your statement is wrong or you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after you received the FIRST statement on which the problem or error appeared.

1. Provide us with your name and account number;
2. Describe the error or the transaction in question and explain as clearly as you can why you believe it is an error or why you need more information; and,
3. You will need to provide the following transaction information: dollar amount of the suspected error, date of the suspected error and the recipient name.

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

FEES. Bank of Marin does not currently charge fees for this service.

THIRD-PARTY FEES. You understand and acknowledge that the use of third-party services may result in a payment fee being applied by the third-party vendor to any transferred funds. Such fees are governed by any agreements and disclosures provided by the applicable third-party vendor. **Bank of Marin** is not liable or responsible for any such transaction fee.

PROPRIETARY RIGHTS. You acknowledge and agree that **Bank of Marin** and parties within whom it has contracted own all rights in and to the People Pay service. As such, you understand that you are only allowed to use People Pay in the manner designated by this Agreement.

TERMINATION. Access to the People Pay service may be suspended or terminated at the discretion of **Bank of Marin** at any time for any reason. Cancellation of the People Pay service is not required as it is a service provided through the **Bank of Marin** Online Banking connection. However, should you cancel your Online Banking and/or VISA® Debit Card through **Bank of Marin**; you will also disconnect any ability to continue making payments through the People Pay service.

RULES AND REGULATIONS. This product is governed in addition to this Agreement by all rules and regulations associated with your checking account, the Bank of Marin Deposit Agreement and Disclosure Statement and the Online Banking Agreement.

Revised: February 2019