

## TERMS AND CONDITIONS FOR INTERNET BANKING

### 1. Introduction:

1.1 Union Bank of India offers Banking services electronically through their network accessible over Internet to its customers subject to the following terms and conditions. This shall be deemed to be Agreement between the Bank and the Customer availing Internet Banking Services.

### 2. Definitions:

2.1 As used throughout this agreement, the following expression shall have the meaning assigned to them and shall be construed accordingly.

- a) **"Account"** means an account with the Bank or its affiliate held by a customer of the Bank or its affiliate subject to the terms and conditions herein. In the event there is more than one Bank account linked to the same User-Id, then in every such case, one shall be designated as the Primary Account and all Your other Bank accounts, shall be referred to as Secondary Account(s).
- b) **"Bank"** means Union Bank of India a Banking company constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its head office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai and its branches
- c) **"Credit Account(s)"** refers to Your Account or any Account(s) of the Payee maintained with Bank for which a valid ECS debit mandate has been given by the Payer in accordance with the ECS guidelines prescribed by the Reserve Bank of India.
- d) **"Debit Account(s)"** refers to any account(s) of the Payer maintained with any Bank for which a valid ECS debit mandate has been procured in accordance with the ECS guidelines prescribed by the Reserve Bank of India.
- e) **"Last date for edit"** refers to the date before which you can choose to cancel/modify the Payment Instruction.
- f) **"Payment Date"** refers to the date indicated for a credit into the Account by You in the Payment Instruction.
- g) **"Payment Instruction"** refers to instructions given by You for a credit transaction to the Account.
- h) **"Payer"** refers to the person who holds the Debit Account(s).
- i) **"Payee"** refers to the person to whom the Payer will transfer Fund(s).
- j) **"Payee Registration Confirmation"** refers to confirmation of Payee Registration to whom; You will transfer Fund(s).
- k) **"Personal Information"** refers to the information provided by the You to Bank.
- l) **"Received Funds Facility"** refers to transfer of funds to Your Account from the Debit Account of the Payer.

- m) "User Id" means a unique alpha numeric or numeric user identification code as the case may be assigned to Your account/s by the Bank for the purpose of identification. Unless otherwise informed "User-Id" would be customer identification number (Customer-Id).
- n) "Website" refers to the website owned, established and maintained by Bank located at the URL [www.unionbankofindia.com](http://www.unionbankofindia.com).
- o) "You" means customer of the Bank, who chooses to avail Internet Banking services subject to terms and conditions herein. In case of the customer being a minor, the guardian of such minor shall be permitted to use Internet Banking.

2.2. Under this agreement unless the context otherwise requires a reference to:

- i. An "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
- ii. An "authorisation" or "approval" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- iii. "Law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time.
- iv. The singular includes the plural (and vice versa);
- v. The headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms;
- vi. Reference to the words "include" or "including" shall be construed without limitation;
- vii. Reference to a gender shall include references to the female, male and neuter genders;

### 3. Scope of Internet Banking and Duty of Care of the Bank:

- 3.1 With an eligible Account for Internet Banking, You can avail electronic Banking services over Internet, namely;
  - i) Balance enquiry
  - ii) Account statements
  - iii) Fund Transfer
  - iv) Such other services as the Bank may offer.
- 3.2 Electronic Banking Services of the Bank for the time being is called *Union e-Banking Services*.
- 3.3 Bank's *Union e-Banking Services* are technology dependant and hence offered to You with a caveat that Bank has the absolute discretion to change the scope of services and even discontinue the service for reasons of technological and cost incompatibility.
- 3.4. It is fundamental term of this agreement that Bank is required to take only so much commercially reasonable and technologically feasible care to ensure the security of and to

prevent unauthorised access to the Internet Banking. You agree that Bank's decision as to what is commercially reasonable and technologically feasible is final and conclusive.

**4. What You should do before availing services:**

- 4.1 Before, You can avail *Union eBanking services*, You should carefully go through the terms and conditions herein and agree to abide by them.
- 4.2 Your act of "clicking" "I agree" button on the Bank's web page hosting terms and conditions herein amounts to Your signing an agreement with the Bank for Union E-Banking services and Your consent to abide by the terms and conditions.
- 4.3 Terms and conditions are subject to change periodically; hence every time You choose to conduct Banking transaction under *Union eBanking*, You should go through the terms and conditions.
- 4.4 These terms and conditions at the Bank's discretion would also be part of application form that You would be asked to sign for availing *Union eBanking Services* and by signing the application, You agree to abide by the terms and conditions

**5. Your representation:**

- 5.1 Availing Internet Banking services requires a certain degree of sophistication on Your part in understanding Information Technology. By signing this agreement, You represent to the Bank that You have the necessary and expedient sophistication to avail Internet Banking services.
- 5.2 You represent to the Bank that You understand different tricks of Identity thieves such as (i) Hacking (ii) Dumpster diving (iii) Phishing (iv) Pretexting (v) Skimming (vi) Plain stealing etc., and You further represent that You would guard Your identity in general and with particular reference to Internet Banking, namely User-Id, Passwords, PIN, Account numbers and such other customer authentication and verification codes issued to or generated by You, from Identity thieves.
- 5.3 You represent that You would not hold the Bank responsible if You incur loss due to Your Identity theft attributable to Your lack of diligence.
- 5.4 Further by signing this agreement, You represent to the Bank that Bank is not required to satisfy itself by enquiry that You have necessary sophistication and the Bank is entitled to assume that You have the sophistication.
- 5.5 You represent that You understand the difference between different options such as viewing options and transaction options and consequence of exercise of those options over Internet and You would not blame the Bank for any loss, if Your choice of options turns out to be wrong.

**6. Your obligations under the Agreement:**

- 6.1 By signing this agreement, You irrevocably undertake to perform the following obligations:
  - 6.1 For the purpose of availing Internet Banking, You would need to have legal and valid access to the Internet and You should ensure that on a continuous basis.
  - 6.2 You understand that transactions over Internet have inherent risks and You will follow the security procedure prescribed.

- 6.3 The information provided to You through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to You through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the You. Therefore, before acting on the information, You have responsibility to verify that the information is current and valid.
- 6.4 You are responsible for submitting necessary documents and information as the Bank may require along with any request for any service under Internet Banking.
- 6.5 If You have scheduled a transaction to be processed on a future date and wish to cancel the transaction and/or give any instructions to the Bank to stop the payment from the Account, then You shall be required to make such cancellations /give stop payment instructions online one day prior to the schedule date of the transaction.
- 6.6 You shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorized under the Law and this agreement.
- 6.7 **Unauthorized Access :** You shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts in relation to Internet Banking.
- 6.8 You would be allotted an Internet Banking User-Id and a set of secret passwords by the Bank in the first instance. You will be required to change the password assigned by the Bank on accessing Internet Banking for the first time. As a safety measure, You shall change the password as frequently thereafter as possible. These responsibilities on Your part are strict responsibilities.
- 6.9 Your Customer-Id would be linked to your User-Id. All accounts opened under your Customer-Id would be linked by default for operations in Internet Banking. You have to request the Bank, if you want to restrict transactions from any particular account.
- 6.10 Subject to discretion of the Bank and if the Bank so decides, You shall also be given a one-time facility to change the User-Id, which would be available only after logging on to Internet Banking, to such User-Id as may be suggested by Bank or as per Your own discretion. In case no such facility is given, User-Id given by the Bank shall remain unchanged and shall be kept confidential by You.
- 6.11 In case Bank gives facility to change the User-Id, You unconditionally undertake to have the User-Id of such number of letters/digits as may be notified by the Bank at the time You attempt to change the User-Id and ensure that the same is kept confidential; and to not let any unauthorized person to have access to the internet while the You are accessing the Internet Banking.
- 6.12 In addition to User-Id and password Bank may, at its discretion, advise You to adopt such other means of authentication including but not limited to electronic certification and/ or smart cards and such other verification procedures. You should follow the advice.
- 6.13 You shall not attempt or permit others to attempt accessing the Account information stored in the computers of Bank through any other means.
- 6.14 You acknowledge, represent and warrant that the password which will be issued to You, provides access to the Account and that You are the sole and exclusive owner and the only

authorized user of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password.

- 6.15 All instructions for Internet Banking shall be given, through computer or any other medium/channel enabled by Bank for the purpose, by You in the manner indicated by the Bank.
- 6.16 You are also responsible for the accuracy and authenticity of the instructions provided to Bank and/or Affiliates and the same shall be considered to be sufficient to operate the Internet Banking. Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by You.
- 6.17 You are responsible for the correctness of information supplied to Bank for use of the Internet Banking / while using any facility of Internet Banking or through any other means such as electronic mail or written communication. Bank accepts no liability for the consequences arising out of erroneous information supplied by You.
- 6.18 You understand that entering an instruction, direction, order, request with the Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. The Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the You until it confirms the receipt of such instruction, direction, order, request.
- 6.19 **Accuracy of Information:** If You notice an error in the information supplied to the Bank either in the application form or any other communication, You shall immediately advise the Bank which will endeavor to correct the error wherever possible on a "reasonable efforts" basis.
- 6.20 Section 3 of Information Technology Act, 2000 prescribes the procedure for authentication of electronic records, which states that a subscriber may authenticate an electronic record by affixing his electronic signature and Section 5 provides legal recognition to electronic signature for authentication of electronic records. However the Bank has adopted the mode of authentication by means of verification of the User-Id and/or through verification of Password, debit card PIN allotted by the Bank to You or through any other mode of verification as may be stipulated at the discretion of the Bank, which are not recognized under Information Technology Act, 2000 for authentication of electronic records. Therefore, You are solely responsible to maintain the secrecy and confidentiality of the PIN without any liability on the Bank in this regard.
- 6.21 You would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by the Bank from time to time.
- 6.22 All costs incurred by You including telecommunication costs to use the Internet Banking would be borne by You.

**7. Further Terms and Conditions that You agree with the Bank:**

- 7.1 You expressly agree that use of the Website is at Your sole risk. The Website is provided on an "as is" and "as available" basis. Bank shall not be liable for any loss that You may suffer by relying on or acting on any Bank's information, which is not current on the Website.
- 7.2 Any request for any service/facility, which is offered as a part of Internet Banking, shall be binding on You as and when the Bank receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on Your part, Bank shall not be required to act on the request until it receives such documentation from You.
- 7.3 In the event, You give an instruction to the Bank to debit Your Account for payment of an amount from the Account, the instruction shall be executed on a real time basis unless otherwise specified otherwise by the Bank to You. Hence, You shall not be able to give any instruction to the Bank to stop the payment from the Account and the amount debited from the Account shall not be reversed back to the Account.
- 7.4 In case of any request for a service relating to any foreign currency transaction made by You, the exchange rates quoted by the Bank shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes.
- 7.5 If You forget Your User-Id or the same gets disabled after a number of incorrect password attempts, upto such number as may be intimated by Bank from time to time, then the You may request for the re issue of User-Id and Bank assigning new User-Id on such request shall not be construed as the commencement of a new contract.
- 7.6 You grant express authority to the Bank for carrying out transactions and instructions authenticated by such password as may be assigned to You or chosen by You. You unconditionally undertake to have Internet Banking password of such number of letters/digits as may be notified by the Bank from time to time and ensure that the same is kept confidential; and to not let any unauthorised person have access to the internet while the You is accessing the Internet Banking.
- 7.7 If You forget the Internet Banking password or the Internet Banking Password gets locked after a number of incorrect attempts, upto such number as may be intimated by the Bank from time to time, then the You may request for the issue of a new password and Bank's acceptance of such request for new password shall not be construed as the commencement of a new contract.
- 7.8 Password may be issued within such time as may be intimated by the Bank from time to time. You agree and acknowledge that the Bank shall in no way be held responsible or liable if the You incur any loss as a result of information being disclosed by the Bank regarding his Account(s) or carrying out Your instruction pursuant to the access of the Internet Banking. You shall fully indemnify and hold harmless the Bank and the Affiliates in respect of the same.
- 7.9 You shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. You agree and acknowledge that any loss, damage, liability caused or suffered by the You due to disclosure of all information of confidential nature shall be borne by You without transferring any liability or responsibility towards the Bank. You shall comply with such

guidelines, instructions or terms as the Bank may prescribe from time to time with respect to the password.

- 7.10 **Joint Accounts:** In case of Joint Accounts, transactions through Internet Banking, shall be available if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'. If You are desirous of using the Internet Banking, You should either be the account holder and sole signatory or authorised to act independently in case of a joint account.
- 7.11 For such joint accounts, one User-Id and password for Internet Banking will be issued to each of the joint account holders when requested. The other joint account holders shall expressly agree with the arrangement and give their consent on the application form for use of Internet Banking. In case of joint accounts operated by more than one person, Bank shall act on the instruction received first and any subsequent instruction shall be neglected. All correspondence will be addressed to the first named person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.
- 7.12 **Charges:** Bank reserves the right to charge and recover from You, service charge for providing the Internet Banking (including but not limited to the right of charging You for the use of funds transfer through eCheques).
- 7.13 You hereby authorize the Bank to recover the service charge by debiting one of Your Accounts or by sending a bill to You, which shall be paid within the specified period. Failure to do so shall result in recovery of the service charge by the Bank in a manner as the Bank may deem fit along with such interest, if any, and/or suspension of the facility of Internet Banking without any liability to the Bank.
- 7.14 **Maintenance of Sufficient Balance:** You shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and the Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to You and You shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges at the rates as may be determined by the Bank.
- 7.15 Bank may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Bank may levy service charges for use of Internet Banking, which will be notified by the Bank to the You from time to time. Any change in such service charges will also be notified. You authorize the Bank to recover all charges related to Internet Banking as determined by the Bank from time to time by debiting one of the Accounts.
- 7.16 Bank may withdraw the provision of Internet Banking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the You and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.
- 7.17. **Funds Transfer Through Internet Banking:**
- 7.17.1 **Funds Transfer to Other accounts:** You accept that You will be responsible for keying in the correct account number for the fund transfer request. In no case, the Bank will be held liable for any erroneous transactions incurred arising out of or relating to Your entering wrong account numbers. Further, the Bank shall not be held liable if the payment options

gets locked after a number of consecutive attempts, as may be intimated by the Bank from time to time, in which case the You may request for enabling the option through Bank's customer service numbers notified to You.

- 7.17.2 You shall not use or attempt to use the Internet Banking for funds transfer through *e-Cheques* without sufficient funds in the relative Account or without a pre-existing arrangement with the Bank for the grant of an overdraft. Bank will endeavour to effect funds transfer transaction received through Internet Banking subject to availability of sufficient funds in the Account and Confirmation of Payee Registration by the You. Bank shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Internet Banking. The said facility will be provided in accordance with the arrangement between the Bank and the Affiliates and as per conditions specified by the Bank from time to time.
- 7.17.3 Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control including non-confirmation of Payee Registration. Bank reserves the right to charge You for the use of funds transfer through *e-Cheques* by giving due notice on the website about such charges.
- 7.17.4 If funds transfer is made available to You, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at the Bank and/or at any other Bank. In the event such transfer of funds is from the Account to accounts belonging to third parties maintained at any other Bank, which falls under the network of Reserve Bank of India's Electronic Fund Transfer system, then the same shall be governed by the terms and conditions applicable to National Electronic Funds Transfer ("NEFT") of the Reserve Bank of India (RBI) as provided on the Website or on the RBI Website.
- 7.18 **Received Funds Facility:** For availing Received Funds Facility, You shall furnish to the Bank an unconditional and irrevocable ECS debit mandate, in the manner and form prescribed by Bank. You shall submit a copy of the ECS debit mandate, signed by the Payer, to the Bank for processing the same with the Bank where the Payer maintains the Debit Account. You shall obtain signature of the Payer on the ECS debit mandate and shall be solely responsible for the accuracy, completeness and correctness of the information provided in the ECS debit mandate.
- 7.19 **Payment Instruction:** You can make a Payment Instruction on the Website only after approval from the Payer's Bank on the ECS debit mandate submitted by the You. Payment Instruction shall be in the manner and form prescribed by Bank. You shall be solely responsible for the accuracy, completeness and correctness of the information provided in the Payment Instruction and the same shall be considered to be sufficient to effect the payment. Bank shall endeavor to credit the Credit Account on the Payment Date and the You shall ensure availability of sufficient funds in the Debit Account before Payment Date.
- 7.20 **Honouring Payment Instructions:**
- 7.20.1 Bank shall incur no liability, if it is unable to effect any Payment Instruction on the Payment Date because of the existence of any one or more of the following circumstances:
- i) If the Debit Account does not contain sufficient funds to process the Payment Instruction or the amount exceeds the overdraft limit, if any, granted to the Payer.
  - ii) If the funds available in the Debit Account are under any encumbrance or charge.
  - iii) The name of Payer and/or details required for effecting the payment is not correctly provided by You.



- iv) Due to refusal of the Payer's Bank to honour the payment for any reason whatsoever.
- v) Due to circumstances beyond its reasonable control.

7.20.2 Service charges will be debited from the Account(s) if a Payment Instruction fails due to any of the above-mentioned reasons. The amount of the charges will be intimated to You on the Website or through any other medium, as the Bank may deem fit.

7.20.3 Three subsequent Payment Instruction failures will also result in the ECS debit mandate for the particular Debit Account being rejected.

7.20.4 Bank will not honour or be responsible for any Payment Instructions, which are scheduled for future dates for such rejected ECS debit mandate(s).

7.20.5 If an amount in excess of the amount as indicated in the Payment Instructions is debited from the Debit Account, Bank shall be responsible for reimbursing to the Payer to the extent of the amount so wrongly debited. Bank shall also have the right to debit from Your Account the amount of money so wrongly paid.

7.20.6 Bank shall have the right to refuse to comply with the Payment Instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction, and have the right to suspend the operations of the Received Funds Facility if it has reason to believe that the Payment instructions will lead or expose to direct or indirect loss or may require an indemnity from You before continuing to operate Received Funds Facility.

7.21 **Cancelling or modifying Payment Instructions:** You shall be entitled to cancel or modify the Payment Instructions in the manner provided by the Bank before the Last date for edit unless otherwise required by the Bank. The Bank shall not be held liable if it is unable to stop or prevent the implementation of the Payment Instructions. The Bank shall at its discretion, with prior intimation to You, charge You for cancellation or modification of the Payment Instructions.

7.22 **Failed Payment Instructions:** In case the Payment Instruction is not effected for any reason, the status of the same shall be intimated to You through the Website.

8. **Rights of Bank in relation to Internet Banking:**

8.1 You irrevocably and unconditionally authorize the Bank to access all Your Account(s) for effecting Banking or other transactions performed by You through the Internet Banking. Your instructions shall be effected only when such instruction is in accordance with the prescribed procedure.

8.2 Bank shall have no obligation to verify the authenticity of any transaction / instruction received or purported to have been received from the You through Internet Banking or purporting to have been sent by You other than by means of verification of the Internet Banking User-Id and the Password.

8.3 The read-out, the faxed /email output or the printed output, if any, that is received by You at the time of operation of Internet Banking is a record of the operation of the computer by You and shall be accepted as conclusive and binding for all purpose.

- 8.4 All the records of the Bank generated by the transactions arising out of the use of the Internet Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction.
- 8.5 While Bank and the Affiliates shall endeavor to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the Internet Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.
- 8.5 The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction, which is subsequently countermanded. Where the Bank considers the instructions to be inconsistent or contradictory it may seek clarification from You before acting on any instruction from You or act upon any such instruction as it deems fit.
- 8.6 The Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking, if it has reason to believe that the Your instructions will lead or expose to direct or indirect loss or may require an indemnity from You before continuing to operate the Internet Banking.
- 8.7 Bank would deem that any instruction, order, direction, request entered by You using the password shall be deemed to be an instruction, order, directive, request received from You. All instructions, requests, directives, orders, directions, entered by You, either electronically or otherwise, are based upon the Your decisions and You are solely responsible.
- 9. Your liability and Bank's liability:**
- 9.1 Neither Bank nor the Affiliates shall be liable for any unauthorized transactions occurring through the Internet Banking.
- 9.2 You agree to hereby fully indemnify and hold Bank and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.
- 9.3 The Bank shall under no circumstance be held liable to You if the Internet Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank.
- 9.4 Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by You or by any other person.
- 9.5 Illegal or improper use of the Internet Banking shall render You liable for payment of financial charges as decided by the Bank or will result in suspension of the operations through the Internet Banking.
- 9.6 Bank does not ask for details of Your account, User-Id, Personal Identification Number (PIN) or Password in any communication. Under no circumstances the Bank shall be responsible for loss caused to You, induced by Your parting with or sharing with or delivering to or revealing

by any means to, details of Your account, User-Id, Personal Identification Number (PIN) or Password any person or entity soliciting such information from You.

9.7 You hereby agree that under no circumstances, Bank's aggregate liability for claims relating to Internet Banking, whether for breach of in tort (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration paid by You within the previous twelve (12) months for Internet Banking, excluding any amount paid towards transactions.

**10. Disclaimer of Warranties:**

10.1 Except as warranted in the Terms, Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking.

10.2 Bank does not warrant that access to the Website and Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Internet Banking.

10.3 Bank will not be liable for any virus that may enter the Your system as a result of the Your using Internet Banking. Bank does not guarantee to You or any other third party that Internet Banking would be virus free.

**11. Indemnity:**

11.1 In consideration of the Bank providing You the Internet Banking, You shall, at Your own expense, indemnify and hold the Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank or Affiliates' execution of the Your instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking for any action taken or omitted to be taken by the Bank and /or the Affiliates, its officers, employees or agents, on Your instructions.

11.2 You will pay the Bank and /or the Affiliates such amount as may be determined by the Bank and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

11.3 Further, the You agree, at Your own expense, to indemnify, defend and hold harmless the Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against the Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against the Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the use of Internet Banking with reference to:

i) a violation of the Terms contained herein by You; and/or

ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the You; and/or

iii) any misrepresentation or breach of representation or warranty made by You contained herein; and/or

iv) any breach of any covenant or obligation to be performed by You hereunder.

11.4 You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

**12. Disclosure of Information:**

12.1 You agree that the Bank and/or Affiliates or their contractors may hold and process Your Personal Information and all other information concerning Your Account(s) on computer or otherwise in connection with the Internet Banking as well as for analysis, credit scoring and marketing.

12.2 You also agree that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, or for fraud prevention purposes.

**13. Change of Terms:**

13.1 The Bank shall have the absolute discretion to amend or supplement any of the Terms and/or terms and conditions stipulated by the Bank and/or its Affiliates pertaining to the Accounts and/or to any services/facilities offered by the Bank and/or its Affiliates at any time and shall give prior notice of one month (except for change in interest rates) by hosting the same on the Website or in any other manner as decided by the Bank.

13.2 The Customer shall be responsible for regularly reviewing these Terms and the terms and conditions stipulated by the Bank and/or its Affiliates including amendments thereto as may be posted on the Website. Such amended Terms and terms and conditions stipulated by the Bank and/or its Affiliates will thereupon apply to and be binding on You at the expiry of one month from the date of notice.

13.3 If in Your opinion, the changes are to Your disadvantage, You may opt to close the Account and/or discontinue with the Internet Banking, without paying any extra charges or interest, at any time upto two months from the date of the notice by intimating the Bank of the same.

13.4 By using any new services as may be introduced by the Bank, You shall be deemed to have accepted the changed Terms and terms and conditions stipulated by BANK Bank and/or its Affiliates.

**14. Non-Transferability:**

The grant of Internet Banking to a You is not transferable under any circumstance and shall be used only by You.

**15. Termination of Internet Banking:**

15.1 You may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to the Bank. The termination shall take effect on the completion of the fifteenth day. You will remain responsible for any transactions made through the Internet Banking until the time of such termination.

- 15.2 The Bank may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or in case of breach of Terms by You without a prior notice; or if it learns of Your death, Bankruptcy or lack of legal capacity.
- 16. Notices:**
- 16.1 Notices under these Terms may be given by the Bank and by You in writing by delivering them by hand or by sending them by post to the last address given by You and in the case of Bank to its corporate office address as set out hereinabove.
- 16.2 In addition, the Bank may also publish notices of general nature, which are applicable to Internet Banking users like You in a newspaper or on its web site located at [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in). Such notices will have the same effect as a notice served individually on You. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.
- 17. Governing Law and Jurisdiction of Courts:**
- 17.1 These Terms and/or the operations in Your Accounts shall be governed by the laws of India.
- 17.2 You hereby agree that any legal action or proceedings arising out of the Terms for Internet Banking shall be brought in the courts or tribunals at Mumbai. Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for Internet Banking in any other court, tribunal or other appropriate forum and You hereby consent to that jurisdiction.
- 17.3 Any provision of the Terms for Internet Banking which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.
- 18. Applicability To Future Accounts:** You agree that if the You open further Accounts with/subscribes to any of the products/services of the Bank or any of the Affiliates, and the Bank extends the Internet Banking to such Accounts or products or services and You opt for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by You.
- 19. General:** The clause headings herein are for convenience only and do not affect the meaning of the relative clause. Bank may sub-contract and employ agents to carry out any of its obligations under this contract.
- 20. Availability:** Internet Banking service would be available to You in certain cities only and during timings specified by the Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction.
- 21. Tele record:** As a tool to correct misunderstandings, You understand, agree and authorize the Bank, that the Bank at its discretion, and without further prior notice to the You, may monitor and record any or all telephone conversations or electronic communications between You and the Bank and any of its employees or agents.
- 22. Right of set-off and Lien:** The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scrips held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent

of all outstanding dues, whatsoever, arising as a result of the Internet Banking extended to and/ or used by You.

23. **Proprietary Rights:**

23.1 The Bank shall make reasonable efforts to advise from time to time the Internet software such as browsers, which are required for availing of Internet Banking.

23.2 There will be no obligation on the Bank to support all or any versions of the Internet software as may be required for offering Internet Banking. You acknowledge that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors. The permission given by the Bank to access Internet Banking will not convey any proprietary or ownership rights in such software. You shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

24. **Communications through Electronic means:** Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. The Bank would be deemed to have fulfilled its legal obligation to deliver to You any document if such document is sent via electronic means. Failure to advise the Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

25. **Account Rules:** All the rules applicable to opening, operation and closing of any account with the Bank shall mutatis mutandis apply to the Accounts under this agreement.