

## **Terms and conditions governing Internet Banking Service of United Bank of India**

**1. Definitions:** In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

"Account(s)" refers to the user's bank account, depository account and/or any other type of account (each account hereafter referred to as an "Account" and collectively as "Accounts"), so maintained with United Bank of India which are eligible Account(s) for purposes of Internet Banking. One of these Accounts shall be designated as the Primary Account and all other Accounts, if any, of the user shall be referred to as Secondary Account(s).

"UBI" refers to United Bank of India, licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at 11, Hemanta Basu Sarani,, Kolkata 700 001

"Internet Banking" refers to the internet banking service offered by UBI to the user including services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds and any other service as UBI may decide to provide from time to time through internet. The availability/non-availability of a particular service shall be communicated to the user through email, web page of UBI or in writing as may be deemed fit by UBI. Such Internet Banking may be provided by UBI directly or through its associates or contracted service providers.

"Personal Information" refers to the information provided by the user to UBI.

"Terms" refer to terms and conditions herein for use of Internet Banking.

"User" refers to a customer of UBI authorised to use Internet Banking. In case of the user being a minor, the guardian of such minor shall be permitted to use Internet Banking. In case user being a corporate/partnership firm/ trusts then the persons nominated by the customer may be authorized to use Internet Banking

"Website" refers to the website owned, established and maintained by UBI located at the URL [www.unitedbankofindia.com](http://www.unitedbankofindia.com)

In this document all references to the user being referred in masculine gender shall be deemed to include the feminine gender.

**2. Applicability of Terms:** These Terms form the contract between the user and UBI for availing Internet Banking through all modes of registration available to the users. The user shall apply to UBI in the prescribed form for use of Internet Banking in case required by UBI. UBI shall be entitled at its sole discretion to accept or reject such applications as may be submitted by the users. By applying for or availing of Internet Banking, the user acknowledges and accepts these Terms. All the services/ products purported to be offered hereunder will be denominated in Indian Currency. No foreign currency transactions or products denominated in foreign currency shall be offered via Internet Banking. Notwithstanding anything contained herein, all terms and conditions stipulated by the UBI pertaining to the Accounts shall continue to be applicable to the users provided in the event of a conflict in the terms stipulated by the UBI and the terms

herein, the terms herein shall have overriding effect. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the user.

**3. Internet Banking:** For the purpose of availing Internet Banking, the user would need to have legal and valid access to the Internet.

The information provided to the user through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to the user 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 user. UBI shall not be liable for any loss that the user may suffer by relying on or acting on such information.

UBI may keep its records of the transactions in any form it wishes. In the event of any dispute, UBI's records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking in the absence of clear proof that UBI's records are erroneous or incomplete.

Any request for any service, which is offered as a part of Internet Banking, shall be binding on the user as and when UBI 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 part of the user, UBI shall not be required to act on the request until it receives such documentation from the user.

The user shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms.

**4. Unauthorised Access:** The user shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts provided by Internet Banking. UBI shall take all commercially reasonable care to, ensure the security of and to prevent unauthorised access to the Internet Banking using commercially reasonable technology available in India to UBI.

**5. Internet Banking Access:** The user would be allotted an User Id and a Login Password. The first login/registration will be done using the User Id and the Login Password. After first use the user will be required to create a new password. For all subsequent logins the Customer Id will be used in conjunction with this password created by the user to verify his/her authenticity. As a safety measure, the user shall change the password as frequently thereafter as possible. In addition to user-id and password UBI may, at its discretion, advise the user to adopt such other means of authentication including but not limited to digital certification and/ or smart cards. The User agrees not to hold UBI liable for any failure to complete the transaction due to non delivery or delay in transmission of transaction password. The user shall not attempt or permit others to attempt accessing the Account information stored in the computers of UBI through any means other than the Internet Banking.

**6. Internet Banking Password:** The user acknowledges, represents and warrants that the password which will be issued to it, provides access to the Account and that user is the sole and exclusive owner and is the only authorised 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. The user grants express authority to UBI for carrying out transactions and instructions authenticated by such password. The user unconditionally undertakes to have Internet Banking password of such number of letters/digits as may be notified by UBI 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 user is accessing the Internet Banking. If the user forgets the Internet Banking password, the user may request for the issue of a new password by sending a written request to UBI and this shall not be construed as the commencement of a new contract. The user agrees and acknowledges that UBI shall in no way be held responsible or liable if the user incurs any loss as a result of information being disclosed by UBI regarding his Account(s) or carrying the instruction of the user pursuant to the access of the Internet Banking and the user shall fully indemnify and hold harmless UBI in respect of the same. The user 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. The user shall comply with such guidelines, instructions or terms as UBI may prescribe from time to time with respect to the password.

**7. 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'. The user desirous of using the Internet Banking should either be the Account holder and sole signatory or authorised to act independently in case of a joint account. In case of joint accounts operated by more than one user, UBI 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.

**8. Charges:** UBI reserves the right to charge and recover from the user service charge(including any applicable tax, duty, cess, etc.) for providing the Internet Banking (including charges for all products and services provided via Internet). The user hereby authorises UBI to recover the service charge by debiting any one of the Accounts of the user or by sending a bill to the user who will be liable to make the payment within the specified period as may be determined by UBI in its discretion. Failure to do so shall result in recovery of the service charge by UBI in a manner as UBI may deem fit along with such interest, if any, and/or suspension of the facility of Internet Banking without any liability to UBI.

**9. Maintenance of Sufficient Balance:** The user shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and UBI 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 UBI shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the user and the user shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges.

UBI may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation UBI may levy service charges for use of Internet Banking which will be notified by UBI to the user from time to time. Any change in such service charges will also be notified to the user. The user authorises UBI

to recover all charges related to Internet Banking as determined by UBI from time to time by debiting any one of the Accounts.

UBI 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 user and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

**10. Funds Transfer Through Internet Banking:** The User accepts that he will be responsible for keying in the correct account number for the fund transfer request. In no case, UBI will be held liable for any erroneous transactions incurred arising out of or relating to the user entering wrong account numbers. Also, in no case, UBI will be held liable for any erroneous transactions incurred arising out of or relating to the user entering any incomplete or undecipherable or unreadable or erroneous inputs keyed in by the user.

The user shall not use or attempt to use the Internet Banking for funds transfer without sufficient funds in the relative Account or without a pre-existing arrangement with UBI for the grant of an overdraft. UBI will endeavour to effect funds transfer transaction received through Internet Banking subject to availability of sufficient funds in the Account.

UBI shall not be liable for any omission to effect fund transfer or delay in transfer of funds due to circumstances beyond its reasonable control. UBI reserves the right to charge the user for the use of funds transfer by giving due notice on the website about such charges.

If funds transfer is made available to the user, then funds may be transferred by user from any of its account(s) to other account(s) belonging to third parties maintained at UBI.

**11. Authority to UBI for Internet Banking:** The user irrevocably and unconditionally authorises UBI to access all his Account(s) for effecting banking and/or other transactions performed by/ relating to the user through the Internet Banking. The instructions of the user shall be executed only when such instruction is given in accordance with the procedure prescribed by UBI in this behalf.

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

Records maintained by UBI of transactions carried out by user using Internet Banking, including but not limited to the time of recording of transaction shall be conclusive proof of the genuineness and accuracy of the transaction and binding for all purpose. While UBI shall endeavour 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.

**12. Instructions :** All instructions for Internet Banking shall be given, through computer or any other device/medium/channel enabled by UBI for the purpose, by the user in the manner indicated by UBI. The user is also responsible for the accuracy and authenticity of the instructions provided to UBI and the same shall be considered to be sufficient to operate the Internet Banking. UBI 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 the user. UBI shall have no liability if it does not or is unable to or prevent the implementation of an instruction which is subsequently countermanded. Where UBI considers the instructions to be inconsistent or contradictory it may seek clarification from the user before acting on any instruction of the user or act upon any such instruction as it deems fit. UBI is not obliged to keep a record of the instructions given by user through Internet Banking, nor under any obligation to provide such records where it maintains such records at its own discretion. Further, UBI is not obliged to verify user's instructions given through Internet Banking. UBI 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 user's instructions will lead or expose to direct or indirect loss or may require an indemnity from the user before continuing to operate the Internet Banking.

Any instruction, order, direction, request entered using the password of the user shall be deemed to be an instruction, order, directive, request received from the user. All instructions, requests, directives, orders, directions, entered by the user, either electronically or otherwise, are based upon the user's decisions and are the sole responsibility of the user. The user understands that entering an instruction, direction, order, request with UBI, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. UBI shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the user until it confirms the receipt of such instruction, direction, order, request.

**13. Accuracy of Information:** The user is responsible for the correctness of information supplied to UBI for use of the Internet Banking or through any other means such as electronic mail or written communication. UBI accepts no liability for the consequences arising out of erroneous information supplied by the user. If the user notices an error in the information supplied to UBI either in the application form or any other communication, he shall immediately advise UBI which will endeavour to correct the error wherever possible on a "reasonable efforts" basis.

**14. Liability of the user and UBI :** UBI shall not be liable for any unauthorised transactions occurring through the Internet Banking and the user hereby fully indemnifies and holds UBI harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. UBI shall under no circumstance be held liable to the user 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 .Under no circumstances shall UBI 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 the user or by any other person. Illegal or improper use of the Internet Banking shall render the user liable for payment of financial

charges as decided by UBI or will result in suspension of the operations through the Internet Banking.

**15. Disclaimer of Warranties:** The Client expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis.

Except as warranted in the Terms, UBI 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.

UBI 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.

UBI will not be liable for any virus that may enter the user's system as a result of the user using Internet Banking. UBI does not guarantee to the user or any other third party that Internet Banking would be virus free.

**16. Indemnity:** In consideration of UBI providing the user the Internet Banking, the user shall, at his own expense, indemnify and hold UBI, its directors and employees, representatives, agents, as the case may be, indemnified against all losses and expenses on full indemnity basis which UBI may incur, sustain, suffer or is likely to suffer in connection with UBI's execution of the user's 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 UBI, its officers, employees or agents, on the instructions of the user. The user will pay UBI such amount as may be determined by UBI to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

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

- (i) a violation of the Terms contained herein by the user;
  - (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the user;
  - (iii) any misrepresentation or breach of representation or warranty made by the user contained herein; or
  - (iv) any breach of any covenant or obligation to be performed by the user hereunder.
- The user agrees 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.

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

**17. Disclosure of Information :** The user agrees that UBI or their contractors may hold and process his personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the Internet Banking as well as for analysis, credit scoring and marketing. The user also agrees that UBI 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 recognised credit scoring agencies, or for fraud prevention purposes.

**18. Change of Terms:** UBI shall have the absolute discretion to amend or supplement any of the Terms at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible. Such change to the Terms shall be communicated to the user. By using any new services as may be introduced by UBI, the user shall be deemed to have accepted the changed Terms.

**19. Non-Transferability:** The grant of Internet Banking to a user is not transferable under any circumstance and shall be used only by the user.

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

UBI may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or user; or in case of breach of Terms by the user without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the user. Clause 14 & 16 shall survive the termination of the Internet Banking for any reason whatsoever.

**21. Notices:** Notices under these Terms may be given by UBI and the user in writing by delivering them by hand or by sending them by post to the last address given by the user and in the case of UBI to the branch where the user maintains the accounts. In addition, UBI may also publish notices of general nature, which are applicable to all users in a newspaper or on its web site located at [www.unitedbankofindia.com](http://www.unitedbankofindia.com). Such notices will have the same effect as a notice served individually to each user. Notice and instructions to users will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

**22. Governing Law:** These Terms and/or the operations in the Accounts of the user shall be governed by the laws of India. The Parties 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 Kolkata in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. UBI 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 the user hereby consents to that jurisdiction. 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.

**23. Applicability To Future Accounts:** UBI and the user agree that if the user opens further Accounts with/subscribes to any of the products/services of UBI, and UBI extends the Internet Banking to such Accounts or products or services and the user opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking by the user.

**24. General:** The clause headings herein are for only for convenience and do not affect the meaning of the relative clause. UBI may sub-contract and employ agents to carry out any of its obligations under this contract. Internet Banking service would be available to the users in certain cities only and during timings specified by UBI 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. The user would have to ensure that the equipment used for availing of Internet Banking meets the criteria as may be specified by UBI from time to time. All costs incurred by the user including telecommunication costs to use the Internet Banking would be borne by the user.

As a tool to correct misunderstandings, the user understands, agrees and authorises UBI, at its discretion, and without further prior notice to the user, to monitor and record any or all telephone conversations or electronic communications between the user and UBI and any of its employees or agents.

These terms and conditions contain UBI's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the user and UBI for Internet Banking. The user acknowledges that it has not relied on any representation made by UBI or any of its employees or agents and has made its own independent assessment of Internet Banking. No third party will have any rights or claims under these terms and conditions.

**25. Assignment :** UBI shall be entitled to sell, assign, securitise or transfer UBI's right and obligations under the Terms and any security being in favour of UBI (including all guarantee/s) to any person of UBI's choice in whole or in part and in such manner and on such terms and conditions as UBI may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the user and all other persons. The user, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. UBI may sub-contract and employ agents to carry out any of its obligations under this contract. However, the user shall not be entitled to transfer or assign any of his rights and obligations hereunder.

**26. Right of set-off and Lien:** UBI 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 the user.

**27. Proprietary Rights:** UBI shall make reasonable efforts to advise from time to time the Internet software such as browsers which are required for availing of Internet Banking. There will be no obligation on UBI to support all or any versions of the Internet software as may be required for offering Internet Banking. The user acknowledges 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 UBI to access Internet Banking will not convey any proprietary or ownership rights in such software. The user 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.

**28. 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. UBI would be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means. Failure to advise UBI 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.

### **29.E-Statement**

The Bank may at the request of the Customer issue the Statement of Account to the Customer at an e-mail id specified by the Customer (such Statement of Account called "E-Statement") at a frequency as determined by the Bank, from time to time, for each Account. The Customer to get an E-Statement shall issue a written request (either standalone or as part of the account opening documentation), request through the bank by phone facility or through an Internet specifying the e-mail id on which the E-Statement should be sent. The Bank shall issue the E-Statement to the Customers on terms and conditions, as may be prescribed by the Bank from time to time. Some of such terms and conditions are:

The E-Statement received by the Customer shall be having all the details with respect to the transactions in the respective Account and shall be for the information of the Customer. In the event the Statements/messages/E-statements as sent to the Customer over any electronic delivery channel (including but not limited to NetBanking or e-mail) do not tally, for whatever reason, with the records available at the Bank, the records available at the Bank shall prevail.

The Bank reserves its right to levy charges for issuance of E-Statement and debit the same to any of the account of the Customer, without any prior or post intimation and the Bank shall also not be liable for any return/ dishonour of any payment instrument/instruction due to reduction in balance in the respective account as a consequence of such debit.

The Customer would need to enter his Customer Identification Number (CIF) each time to open the E-Statement. In the event the Customer fails to put his CIF then he will not be able to open and read the E-Statement.

It being expressly agreed that in the event the Customer chooses to get E-Statement for one of his Accounts then he will have to get E-Statement for all his Accounts maintained with the Bank. E-Statement will be sent to the Customer for all the accounts, which form part of the portfolio statement as per the instruction given to the Bank, from time to time. It is not possible to generate an E-Statement for a set of Accounts, which is different from the Accounts for which the Customer has requested for a hard copy statement.

The Customer agrees and undertakes that in the event the Customer chooses to get E-Statement then the hard copy of the Statement of Account shall be issued to the Customer on a reduced frequency as determined by the Bank, from time to time, for each Account. The Bank may at its sole and absolute discretion issue hard copy of the Statement of Account and the E-Statements at different frequencies.

Statements or messages or E-Statements sent from the Bank to an e-mail account or other electronic receiving communication systems/ servers, shall be at the entire and sole risk of the Customer and may be lost, incorrectly received, or sent to an incorrect e-mail or are accessible to third parties, and the Bank shall not and cannot be responsible or made liable for such incorrect or failed transmission. The Bank shall not be liable or responsible for any loss or consequences suffered/incurred by the Customer due to receiving or assessing E-Statements.

Notwithstanding the obligation of confidentiality imposed on the Bank to keep the information and the transactions of the Customers confidential the Bank shall not be responsible or liable in any manner in the event the E-Statements are assessed by any third party due to the same being sent over Internet.

The Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the E-Statement. It being expressly agreed that the Bank shall not be responsible or liable in case E-Statements do not reach the Customer due to any reason including but not limited to limited storage space in the email id of the Customer and/or E-Statements bouncing back. Bank shall not be responsible or liable for not sending or delay in sending of E-Statement and the Customer shall hold the Bank harmless and indemnified against any loss or consequences thereof arising there from.

### **30. Internet Fraud & Technology Risks**

The Customer hereby acknowledges that he is utilizing the Internet Banking at his own risk. These risks would include the following risks,

- (i) Misuse of password/ PIN:**

The Customer/User acknowledges that if any unauthorized/third person obtains access to his password or PIN, such unauthorized/third person would be able to have access to the facility and to provide instructions to UBI and transact all his accounts. In such case, UBI shall not be liable for any loss, damage sustained to Customer. The Customer and User shall ensure that the terms and conditions applicable to the use of the password as contained in the 6. Internet Banking Password Terms are complied with at all times.

**(ii) Internet Frauds:**

The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions, which could affect instructions given to UBI. Whilst UBI shall aim to provide security to prevent the same, there cannot be any guarantee from such internet frauds, hacking and other actions which could affect the instructions given to UBI. The Customer shall separately evolve/evaluate all risks arising out of the same.

**(iii) Mistakes and Errors:**

The Customer and User are aware that they are required to mention correct details. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts, for which UBI shall not be liable. The User and Customer will ensure that there are no mistakes and errors and the information/instructions given by the User and Customer to UBI in this regard are without error, accurate, proper and complete at all points of time. On the other hand, in the event of Customer's account receiving an incorrect credit by reason of a mistake, the Customer/User shall immediately inform and return such amounts to UBI together with interest at such rates determined by UBI, till repayment. UBI shall also be entitled to recover such amounts together with interest as above and reverse the incorrect credit at any time whatsoever without prior notice / consent of the Customer. The Customer shall be liable and responsible to UBI and shall accede and accept instructions of UBI without questions for any unfair or unjust gain obtained by the Customer.

**(iv) Transactions:**

The transactions as per User's instructions under Internet Banking may not fructify or may not be completed for any reason whatsoever. In such cases, the Customer shall not hold UBI responsible or involved in any manner in the said transaction(s) and contracts and Customer's sole recourse in this regard shall be with the party to whom User's instructions were favouring. UBI is merely providing the services to the Customer and UBI shall not be responsible in this regard.

**(v) Technological Risks:**

The technology for enabling Internet Banking offered by UBI could be affected by virus or other malicious, destructive or corrupting code or programme. It may also be possible that the site of UBI may require maintenance/repairs and during such time it may not be possible to process the request of the Customer/User. This

could result in delays in processing of instructions or failure in the processing of instructions and other such failures and mobility. The Customer undertakes and agrees that UBI disclaims all and any liability, whether direct or indirect, arising out of loss or profit or otherwise arising out of any failure or inability by UBI to honour Customer's/User's instructions for whatsoever reason. UBI shall not be liable if the instruction given by the User's is not received correctly and/or is not complete and/or is not in readable form.

The Customer and User understand and accept that UBI shall not be responsible for any of the aforesaid risks. The Customer also accepts that UBI shall disclaim all liability in respect of the said risks.