

TERMS & CONDITIONS FOR UNITED TELE BANKING

Tele Banking

The Tele banking facility will be provided at the sole discretion of the Bank in the respect of accounts maintained by individuals. Tele Banking is not available in respect of an account in the name of a minor or in which a minor is an account holder and an account operated by joint signatures.

User

User shall mean any account holder of the Bank availing of the Tele Banking Service. By using the service, the user shall be deemed to have accepted the terms and conditions applicable thereto.

TPIN

The Telephone Personal Identification Number (TPIN) of the telebanking service is for the purpose of the user's personal use, strictly confidential and non transferable. TPIN shall not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise as the TPIN restricts the usage of the telebanking facility only to the authorized user. The user shall not keep any written record of TPIN in any place or manner, which may enable a third party to use the Tele Banking. TPIN shall not be used for any purpose other than for transaction designated by the bank. The user shall self generate the TPIN on accessing the Tele Banking Service for the first time and change the same as frequently thereafter as possible as a safety measure. The user shall take all necessary precautions to prevent illegal use of the service by any third party. For the purpose of using the telebanking service, the User shall provide the TPIN in the manner directed by the Bank. By use of the TPIN, the user shall be deemed to represent that he is the legal and beneficial owner of or, authorized to deal with the funds and property in the accounts each time the User uses the Tele Banking service and seeks information in respect thereof. All transactions conducted with use of this TPIN will be the responsibility of the account holder(s) and the account holder(s) will abide by the record of the transaction as generated/maintained by the Bank.

Accounts

In case of joint accounts, all joint account holders are required to give their consent on the Tele banking consent letter/application form the terms and conditions of telebanking and abide by the same. Separate TPIN will be given to each of the joint account holders [either or survivor / former or survivor (former only)]. to use the telebanking facility. All transactions arising from the use of the Tele banking system shall be binding on all joint account holders jointly and severally. The obligations of such persons hereunder will be joint and several, and, as the contest may require, the words herein denoting the singular only will be deemed to include the plural, any notice hereunder to any one such person will be deemed effective notification to all such persons. All correspondence will be addressed to the first account holder only. Tele banking facility is not available in respect of jointly operated accounts.

Financial Transactions

The Bank offers the facility of conducting financial transactions such as but not limited to stop payment, fund transfer through telebanking. The facility

is available only in respect of bank account maintained by individuals registered for telebanking. The said facility will be provided in accordance with the conditions specified by the Bank from time to time. The bank shall specify the limit for financial transactions from time to time. The Bank reserves the right to add/modify/withdraw the facility/transactions offered through Tele banking from time to time.

Account holders liability

The account holder (s) will be responsible for all transactions, whether authorized by the account or not and shall indemnify the bank for all the loss or damage caused by any unauthorized use of the Tele banking service. In case of Joint accounts, all account holders regardless of whether they have been issued a TPIN will be jointly and severally liable for all the transactions effected by any of joint account holders. The bank is authorized to act on the instructions of the User by telephone and the account holder (s) agrees that the bank is authorized to act on any such telephone instructions which the bank, in its sole discretion, believes emanate from the account holder by the user of the TPIN assigned to the account holder in relation thereto (or any number substitutes by the account holder for that purpose) and the bank shall not be liable for any acting in good faith from telephone instructions which emanate from unauthorized individuals or be under any duty to verify the identity of the person(s) giving the telephone instructions purportedly in the name of the account holder.

Minimum Balance

The User shall maintain all the time such minimum balance in the bank accounts as the bank may decide from time to time and the bank may at its discretion levy such penal or service charges as per the banks rules or withdraw the Tele banking facility. If at any time the amount of deposit falls short of the required minimum balance as aforesaid, without giving any further notice to the account holder(s) and/or with incurring any liability or responsibility whatsoever by reason of such withdrawal.

Overdrawn Balance

The Tele banking account holder shall not be entitled to overdraw the account with the bank or withdraw funds in excess of any overdraft limit agreed with the bank. In case the account is overdrawn the bank shall levy interest on such overdrawn amount from the date of overdrawn balance till the date of adjustment, at such rates as decided by the Bank.

Banks 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 held in telebanking account holders 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 Tele banking facility extended and /or used by the account holder.

Authorisation

The user irrevocably and unconditionally authorizes the Bank and its authorized persons to access all his accounts for effecting banking or other transactions performed by the User through the Tele banking service. The Bank shall have the right to request the User for further information for authentication of the Users bonafide and to use any other information for

authentication of the User. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through use of the Tele banking service.

The customer while availing of this facility, must give clear and unambiguous instructions, in the event of nuclear, distorted or ambiguous instructions, the bank will be at the absolute discretion whether to carry out the instruction or not and the decision of the bank in this respect shall be binding on the customer, besides, the bank also reserves the right of not carrying out the instruction so given by the customer, if the instruction, in the opinion of the bank are either not bonafide or irregular or dubious. All records generated by the Bank for the transactions arising out of the use of the telebanking service shall be conclusive proof of the genuineness and accuracy of the transaction. The user hereby expressly grant the authority to the Bank to maintain the records as deem fit.

All authorization and powers conferred on the bank are irrevocable.

Disclaimer

The Bank will not be liable for failure to provide any service or to perform any obligation there under where such failure is attributable whether directly or indirectly) to any malfunction of the Tele banking facility, banks systems, temporary insufficiency of funds, any dispute or other circumstances beyond its control, the bank will not be liable for any consequential or indirect loss or damage, arising from or related use of the Tele banking facility, any statements issued shall be conclusive unless verified otherwise by the bank, any such verification shall likewise be final and conclusive and holder shall make no objection thereto.

Charges

The Bank reserves the right to charge and recover from the User service charge for providing the Tele banking facility as may be decided by the Bank from time to time. The User hereby authorizes the Bank to recover the service charges by debit to account. Failure to do so shall result in recovery of the service charge by the Bank in a manner deemed fit along with interest and/or withdrawal of the service without any liability to the Bank.

Right to disclosure

The bank reserves the right to disclose, in strict confidence, to the institutions, such information concerning the account holder is account as may be necessary or appropriate in connection with its participation in any electronic funds transfer network.

Notice

Any notice hereunder sent by post will be deemed to have been received by the Tele banking account holder with 7 days of posting the address last notified in writing to the bank. The Bank may also publish notices of general nature, which are applicable to all users of the Tele Banking service through its branches, its website, notice board or in a newspaper.

Termination of Telebanking

If the User desires to terminate the Telebanking, he shall give the bank not less than 15 days notice in writing and obtain a valid receipt thereof. The

User will remain responsible for any transactions made through the tele banking service until the time of such termination.

Right to terminate

The bank shall be entitled to terminate the Tele banking facility with immediate effect upon the occurrence of any of the following events (A) failure to adhere to or comply with the terms and conditions herein setforth; (B) an event of default under any agreement or commitment (contingent or Otherwise) entered into with the bank or (c) the account holder becoming the subject of any bankruptcy, insolvency proceeding or proceedings of similar, nature: or (D) demise of the account holder, the bank, however reserves the right to extend or withdraw the Tele banking facility at its sole and absolute discretion, without assigning any reasons whatsoever.

Applicability of terms & conditions

If the User opens further accounts with the Bank/subscribes to any of the products and services of the Bank to which the Tele Banking service is extended by the Bank, then the terms and conditions shall automatically apply to the further use of the Tele banking service by the User. The Bank reserves the right to add to, delete and/or amend any if these terms and conditions upon notice to the phone banking account holder. Publication of change in terms and conditions by such means as the bank may consider appropriate, will constitute acceptance without change, he/she must request for termination of the facility to the bank prior to the date upon which such changes is to have effect. These terms and conditions shall be governed by the laws of India and the Bank accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any other country.

Tele banking service would operate during timings specified by the Bank from time to time.

Force majeure

Any failure or delay in the performance by the bank of its obligation under this agreement shall not constitute a breach hereof or give rise to any claims for damages if, to the extent that it is caused by occurrence beyond the control of the bank, including but without limiting to the generality of the following link failure, act of government authority, acts of god, strikes or concerted acts of workmen, fires, floods, explosion, wars riots, storms, earthquake, accidents, rebellion, sabotage, epidemic, rules, regulations, orders, or directives of any government of any state, subdivision, agency or instrumentality thereof any Court of competent jurisdiction.

United Bank of India Privacy Promise for Telebanking Customers

When you enroll as a telebanking subscriber, United Bank of India may collect personal information about you, either directly (where you are asked to provide the information) or indirectly. While information is the cornerstone of our ability to provide superior service, our most important asset is our customers' trust. Keeping customer information secure, and using it only as our customers would want us to, is a top priority for all of us at United Bank of India. Hence, United Bank of India will only use these personal data in accordance with the purposes set forth in this Privacy Statement and is committed to safeguarding the personal information collected. Here then, is our promise to our individual customers:

- We will safeguard, according to strict standards of security and confidentiality, any information our customers share with us.
- We will limit the collection and use of customer information to the minimum required to deliver superior service to our customers, which includes advising our customers about our products, services and other opportunities.
- We will permit only authorized persons, who are trained in the proper handling of customer information, to have access to that information. Such authorized persons who violate our Privacy Promise will be subject to our normal disciplinary process.
- We will not reveal customer information to any external organization unless we have previously informed the customer in disclosures or agreements, or authorized by the customer, or are required by law. United Bank of India disclaims any liability arising from use or disclosure of information to any external organization.
- We will always maintain control over the confidentiality of our customer information. We may, however, facilitate relevant offers from reputable companies. These companies are not permitted to retain any customer information unless the customer has specifically expressed interest in their products or services.
- We will inform customers at least once annually, how they may remove their names from marketing lists. At any time, customers can contact us to remove their names from such lists.
- Whenever we hire other organizations to provide support services, we will require them to conform to our policy standards and to allow us to audit them for compliance.
- We will not use or share - internally or externally - personally identifiable medical information for any purpose other than the underwriting or administration of a customer's policy, claim or account, or as disclosed to the customer when the information is collected, or to which the customer consents.
- We will attempt to keep customer files complete, up to date, and accurate. We will inform customers how and where to conveniently access their account information (except when we are prohibited by law), and how to notify us about errors which we will promptly correct.
- We will continuously assess ourselves to ensure that customer privacy is respected.

Level of secrecy for the Customers' information.

- The Customer would be required to cooperate with United Bank of India in order to ensure the security of the information, and it is recommended that the Customers necessarily choose their PIN carefully such that no unauthorised access is made by a third party.
- The Customers should undertake not to disclose their PIN to anyone or keep any written or other record of the PIN such that a third party could access it.
- You can visit web site and find out about United Bank of India products and services and use value-added services that may be available without giving us any Information about you.
- If you register at web site to use one of its features or are interested in being contacted by United Bank of India about its products and/or services, you may update your contact Information online. Otherwise, you will need to contact United Bank of India at the telephone number provided in order to do so. Any Information you provide to us will be handled in accordance with the "United Bank of India Privacy Promise for Customers."

United Bank of India respects the privacy of your personal information. Any personal information provided by you to United Bank of India through telebanking will be used solely for the purpose of providing you with the services you have requested for and related products for customer use, updating and enhancing United Bank of India's records, development of web statistics, understanding your financial needs, advising you of other products and services which may be of interest to you and for fraud prevention purposes. The information you provide will be used to contact you when necessary, e.g. to notify you about functionality changes and to offer services that you may find helpful (provided you have not opted out to receive such services). Other than to those individuals and entities listed below who are under a duty of confidentiality to United Bank of India, your details will not be revealed by United Bank of India to any external body, unless United Bank of India has your permission, or is under a legal obligation or to protect and defend United Bank of India's rights, interests or property or to enforce the terms and conditions of the products or services or any other duty to do so. United Bank of India may disclose the information provided by you to:

- 1) Regulators
- 2) Lawyers
- 3) External Auditors
- 4) Third Party Service Providers

The Customer authorizes United Bank of India to exchange, share, part with all information related to the details and transaction history of the Customers to its financial institutions / credit bureaus / agencies/participation in any telecommunication or electronic clearing network/ banking, consumer finance, insurance and securities or as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management. The Customer further authorizes United Bank of India to disclose personal information about you to the following types of non-affiliated third parties:

(1) Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance, and

(2) Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services etc.

United Bank of India disclaims any liability for any damage or loss suffered by the Customer as a result of sharing of information with any of the parties' as mentioned above.

Data Retention

Data provided by you is retained as long as the purpose for which the data was collected continues. The data is then destroyed unless its retention is required to satisfy legal, regulatory or accounting requirements or to protect United Bank of India's interests. As a general rule, the maximum retention period is 8 years.

Customer Obligations

The Customers shall not disclose to any other person, in any manner whatsoever, any information relating to United Bank of India of a confidential nature obtained in the course of availing the services through telebanking. Failure to comply with this obligation shall be deemed a serious breach of the terms herein and shall entitle United Bank of India to terminate the services, without prejudice to any damages, to which the customer may be entitled otherwise.

Your Rights and How to Contact Us

It may also be possible for Customers to review and change contact information such as address, phone and e-mail information by signing on and updating their personal profile. To protect your privacy, proof of identity or other authentication is required any time you contact us, such as companies engaged in direct marketing and the selling of consumer products and services etc. United Bank of India disclaims any liability for any damage or loss suffered by the Customer as a result of sharing of information with any of the parties as mentioned above