

 **UNION BANK OF INDIA (UK) LTD**

Terms and Conditions – Business Accounts
Effective from 1 September 2019

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Information about Union Bank of India (UK) Limited

Union Bank of India (UK) Ltd (“**the Bank**”) is a company incorporated and registered in England with registration number 07653660. Its registered address and principle place of business are at Senator House, 85 Queen Victoria Street, London EC4V 4AB.

The Bank is authorised by the Prudential Regulation Authority, and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (Reference Number FRN 601551).

Terms and Conditions for Business Accounts

These Business Terms and Conditions (“**Business Terms and Conditions**”) contain important information that You must read carefully. They apply to business accounts opened or operated by business customers with the Bank in the United Kingdom and to banking related services the Bank provides in connection with those business accounts.

These Business Terms and Conditions are in several parts:

- The “**General Business Terms and Conditions**”: which sets out the general terms and conditions which apply to all Accounts You hold with the Bank.
- The additional “**Specific Business Terms and Conditions**”: which contain specific information-terms and conditions that relates to particular types of accounts and services.

The Bank may also provide You with additional terms and conditions when You open Accounts with the Bank. Where the Bank does so, those terms and conditions will apply in addition to these Business Terms and Conditions. If there are any inconsistencies between these Business Terms and Conditions and any additional terms and conditions provided to You by the Bank in writing, those additional or specific terms and conditions will apply.

You should read these Business Terms and Conditions carefully and keep them in a safe place for future reference, as they form a legal contract between You and the Bank.

You should also check the Bank’s Website for further terms, and for the Bank’s Tariff of Charges, which apply to Your dealings with the Bank, as these also form part of the Bank’s agreement with You.

These Business Terms and Conditions apply to businesses. They do not apply to bank accounts and any banking related services or products provided to personal customers for non-business purposes. Where these Business Terms and Conditions do not apply, you should enter into a separate agreement with the Bank. Please ask the Bank for details for non-business accounts.

A copy of the Bank’s Tariff of Charges, which applies to Your dealings with the Bank and form part of the Bank’s contract with You, is attached to these Business Terms and Conditions. You should also check the Bank’s Website for the Bank’s Tariff of Charges as updated from time to time.

The Bank will provide You with additional, and up to date, copies of these Business Terms and Conditions and any Specific Business Terms and Conditions free of charge on Your request. You can also access up to date copies of these Business Terms and Conditions on the Bank’s Website. *[The Bank will provide copies in a durable medium (which may include on paper, or in an electronic format were You have control over the information provided and allows You to store and access the Business Terms and Conditions for so long as Your Account with the Bank remains open and for six years afterwards)*

PART 1: SPECIFIC TERMS AND CONDITIONS APPLYING TO ALL BUSINESS ACCOUNTS

1. Meaning of words used in these Business Terms and Conditions

1.1 In these Business Terms and Conditions, some words and phrases have special meanings that are explained here:

“You” and “Your” mean a customer opening or operating an Account with the Bank. Where an account is in the name of more than one person, “You” or “Your” refers to any one, both, or all of You depending on the context. Where the context allows, “You” and “Your” also refers to any Authorised Signatory or any other person for whose actions or gross negligence You are or may be vicariously liable.

“the Bank” means Union Bank of India (UK) Ltd.

Account means an account with Union Bank of India (UK) Ltd.

Authorised Signatory means a person or persons who is or are allowed to operate the Accounts on Your behalf, as designated in the account opening forms, or any other form of mandate required by the Bank from time to time.

BACs means the Automated Clearing Services operated by Bacs Payment Schemes Limited for the clearing and settlement of automated payments in the UK.

Banking Hours means the hours of the Branch with which You are dealing is open for business.

Base Rate means the base rate set by the Bank of England or any successor authority that takes over responsibility for setting such a rate.

BIC or Swift code is an alphanumeric code of 8 or 11 characters used for making international payments through the Swift system.

Branch(es) means the Bank’s principal place of business at Senator House, 85 Queen Victoria Street, London EC4V 4AB, and any other branches of the Bank open for business at any time.

Business Terms and Conditions means these General Business Terms and Conditions, and the Specific Business Terms and Conditions applying to an Account opened or operated by You from time to time.

CHAPS means the Clearing House Automated Payment System (an electronic same-day payments system within the UK).

Cut-off Time means [4pm] (UK time) on a day that is a Working Day.

EEA means the member states of the European Union and Iceland, Norway and Liechtenstein.

FCA means the Financial Conduct Authority and any successor bodies from time to time.

Fixed Deposit Account means an interest bearing fixed term Account.

Foreign Cheque or Draft means a cheque or draft, or other payment instrument, issued by or drawn on a non UK Bank, or in a currency other than pounds sterling.

General Business Terms and Conditions means the terms and conditions applying to Your Account and dealings with the Bank as set out in these General Business Terms and Conditions (as amended by the Bank from time to time).

IBAN (International Bank Account Number) is a unique identification number issued by the Bank for a customer Account which shows the bank branch identification and the Account number.

Payment Account means an Account that allows Payment Orders to be made (including a current account).

Payment Initiation Provider Service means a payment service provider of online services authorised by the FCA or regulated by the Payment Systems Regulator in the UK, or by another competent authority in another part of the EEA to initiate a Payment Order from an Account at Your request.

Payment Instrument is any means of making payment from Your Payment Account that is personal to You, and can include:

- (a) a cheque book, or a physical personalised device like a card, a code generating device or a biometric reading device (which may include, for example, a mobile phone onto which an application to access Your Payment Account has been downloaded); or
- (b) a personalised set of procedures for You to initiate payments from Your Payment Account as agreed between You and the Bank, involving the use of Personalised Security Credentials; or
- (c) a physical device used with a personalised set of procedures.

Payment Order means an instruction given by You or authorised by You to make a payment from Your Account for example, by direct debit, standing order, cheque or direct transfer, or other withdrawal of funds (including a cash withdrawal) from Your Account.

Personalised Security Credential means personalised features provided by the Bank or agreed with the Bank and You for the purposes of identification, such as a PIN, biometric data, a password, or other piece of information known only to the Bank and to You.

PIN means a personal identification number.

provide You and **provided to You** means provide to You by the Bank in a durable medium (which may be on paper, or which may be in an electronic format were You have control over the information provided and can store and access it for so long as Your Account with the Bank remains open and for six years afterwards).

Sort Code is a six-digit bank branch identifier code used for making bank to bank payments within the UK.

Specific Business Terms and Conditions mean the product specific terms and conditions relating to an Account opened or operated by You from time to time, as made available to You at the time of opening an Account (and as updated and displayed on the Bank's Website).

Tariff of Charges means the Schedule of Charges, as attached to these Business Terms and Conditions, and as amended from time to time by the Bank in accordance with these Business Terms and Conditions, which should be read along with the Specific Business Terms and Conditions as provided to You by the Bank.

UK means the United Kingdom of Great Britain and Northern Ireland.

Website means the Bank's public internet presence at www.unionbankofindiauk.co.uk and for internet banking www.unionbankonline.co.uk and such replacement URLs as the Bank may direct You to from time to time.

Working Days means Monday to Friday except public holidays.

2. Conflict with these Terms and Conditions

- 2.1 Where there is a conflict between these General Business Terms and Conditions and any Specific Business Terms and Conditions, those Specific Business Terms and Conditions shall apply to the operation of the relevant Account to which they apply.

3. Instructions given by You to the Bank

- 3.1 Instructions given by You to the Bank must be in writing and signed in accordance with Your Account opening form or as agreed with the Bank from time to time, unless otherwise specified in these General Business Terms and Conditions or any applicable Specific Terms and Conditions, or as agreed by the Bank.

4. Opening a Business Account

- 4.1 Business Accounts can be opened by companies, partnership firms, charitable organisations, trusts or any other organisations with a legal framework accepted by the Bank.
- 4.2 The Bank may refuse to open an account for any lawful reason.
- 4.3 The application form for the Account for which You are applying contains the eligibility criteria for opening that Account. You should read the application form carefully to ensure that You are eligible. The information contained in the application form, including the information completed or given by You, forms part of the Bank's agreement with You.
- 4.4 The Bank reserves the right to refuse to open an account if the Bank is not satisfied with the information provided by You, including (without limitation) the information as required in paragraph 6 below. The Bank is not required to give any reason for a refusal to open an account.

5. Your agreement with the Bank

- 5.1 Your agreement with the Bank relating to an Account is made up of these General Business Terms and Conditions, the Bank's Specific Business Terms and Conditions applying to that Account, and any other additional conditions (such as interest rates, notice periods and charges) applying to that Account as published on the Bank's Website or otherwise as provided to You from time to time.
- 5.2 Please see these General Business Terms and Conditions and any Specific Business Terms and Conditions for details about when the Bank may make changes to the Business Terms and Conditions.
- 5.3 You may have more than one Account with the Bank and these General Business Terms and Conditions will apply to each Account unless You are otherwise notified by the Bank.

6. Customer identification and risk compliance

- 6.1 When You apply to open an Account with the Bank, the Bank is required to obtain sufficient information about You and Your business activities to enable the Bank to satisfy the Bank's legal obligations to protect You, the public and the Bank against fraud and misuse of the banking system. The Bank may ask You to send the Bank additional information or documents, or You to visit Your local Branch. From time to time the Bank may also need to review and update that information, your proof of identity and address the Bank holds for You or make any other enquiries as necessary.
- 6.2 When You apply to open an Account or for business banking services with the Bank the Bank may:
- (a) Check the Bank's own records and systems. The Bank may check information about:

- (i) any other accounts (including any personal accounts) belonging to You, or Your business partners; and
- (ii) if the Bank considers it is necessary, your shareholders (including beneficial owners);
- (iii) in order to verify the identity of the Company, Company Officers, Directors, or a Limited Liability Partnership and its Members (or the officers or members (*etc.*) of any other business entity) and beneficial owners electronically (to confirm identity and not as a credit check) the Bank will ask for details about those persons (such as name, date of incorporation, address, date of birth and details and/or copies of identification documents).

The Bank may pass this information on to external organisation/s in order to electronically match the information with information on their databases. Those organisations will assess and inform the Bank whether all or some information provided matches their records.

- (b) The Bank may also request searches from credit reference agencies. The Bank may ask for searches on:
 - (i) publicly available information about You and Your business partners'/ directors' (and any of those other persons as referred to in paragraph 6.2(a)(iii) above) personal credit behaviour;
 - (ii) information about the way You and any of those persons have handled any personal or other business borrowings`;
 - (iii) information about Your business;
 - (iv) information about Your Accounts;
 - (v) the identities of the beneficial owners of Your business;
 - (vi) if You are a director, your address to confirm it is the same as that registered at Companies House; and
 - (vii) information about the personal accounts of any financial associate of a director, shareholder or business (where a "financial associate" means a person living at the same address as an individual or with whom that individual has or has had a personal relationship and has managed their finances jointly in a similar way to a spouse or life partner. It does not include temporary arrangements such as students or flatmates or business relationships but includes joint account holders, anyone an individual has told the Bank is their financial associate, and anyone identified by the credit reference agencies' records as a financial associate. (An individual can apply to the credit reference agencies to ask them to de-link someone who is listed as a financial associate)); and

- (c) Request searches at fraud prevention agencies. The Bank may ask for information about You, and other persons as referred to in paragraphs 6.2(a)(iii) or 6.2(b)(vii) above.
- 6.3 The Bank will send the information You give the Bank as part of Your application to the credit reference agencies. The credit reference agencies will record the information the Bank gives them about You, your application, your business, and any other persons as referred to in para 6.2(a)(iii) above. It is Your responsibility to make sure that any such persons (if any) have agreed to You disclosing information about them to the Bank and the credit reference agencies.
- 6.4 If any false or inaccurate information is provided or fraud is suspected or identified, the Bank will record this. The Bank may also pass this information to fraud prevention agencies and other organisations involved in crime and fraud prevention where it may be accessed by law enforcement agencies. The information recorded by fraud prevention agencies may be accessed and used by organisations in the UK and in other countries.
- 6.5 The Bank will not open an Account if You do not satisfy the Bank's requirements in relation to establishing Your identity under relevant Anti-Money Laundering legislation.
- 6.6 The Bank may refuse to accept a payment into Your Account in any circumstances where the Bank believes it is reasonable for the Bank to do so, including where the Bank-believes that accepting a payment might cause the Bank to breach any legal or regulatory requirement, or be contrary to the Bank's policies or to good banking practice.

7. Can someone else operate your account?

- 7.1 If you want or need someone else to operate your account, you'll need to give us a signed Power of Attorney which authorises them to operate your account. If you're not able to operate your account for any reason (such as mental incapacity), the law may require us to allow someone else to act for you. When we have received the right legal document, we'll allow that person to use your account.

8. Joint Account

- 8.1 If two or more of you are joint account holders, you can each give us instructions on your own. each of you is entitled to withdraw all of the money in the account, obtain any information about the account or give us any other instruction in respect of the account, even if your relationship breaks down (including divorce and separation) unless one or both of you ask us to stop this from happening or unless a regulatory requirement means we must make enquiries or confirm instructions with the other account holder. We can also rely on information given by any one of you about the other(s). If a joint account holder dies, the other account holder is entitled to all of the money in the account and the account will stay open in their name (do we mention probate?). unless the Law in the UK says differently, we will not be concerned about how you divide the money in the account.

9. Tax compliance

- 9.1 We may be required by law or regulation to share information about your accounts with the UK or relevant tax authorities, either directly or via the local tax authority (e.g. if we believe you may have tax obligations in other countries, we may have to disclose that information directly to tax authorities) or if we need to disclose to protect our own interests (e.g. in any legal proceedings) or we have your specific agreement.

10. Money received into Your Account

- 9.1 If a payment is fraudulently or mistakenly paid into Your Account or is confiscated by any competent authorities or if the Bank is obliged to return a payment to the payer for any reason after it has been credited to Your Account, You agree that the amount of the payment may subsequently be deducted from Your Account by the Bank.

The Bank may make the deduction even if the funds are included in Your Account balance, you have used or the funds to make a payment or have transferred or withdrawn all or part of them. If the deduction from Your Account would either make Your Account go overdrawn or go over an existing agreed overdraft limit, you will have to repay immediately such overdrawn amount along with any interest chargeable by the Bank at the Bank's standard service fees and charges.

- 9.2 The Bank may treat receipt of a payment into Your Account as made with Your consent to it being processed and credited to Your Account. After a payment into Your Account has been received by the Bank, you cannot stop or withdraw Your consent to the processing of the payment (except with the Bank's written consent).

11. Return of money paid by mistake

- 11.1 If the Bank or anyone else makes a payment into Your Account by mistake, the Bank may remove the money from Your Account to repay it to the Bank, or the other bank or person making the payment. The Bank is required to co-operate with other banks to help a payer

of money made by mistake to recover the payment. In some circumstances, the Bank may be required to share information about You and Your Account to facilitate the return of money paid into Your Account by mistake, for example in circumstances where the Bank is not able to return the money (including where it has been withdrawn from Your Account or Your Account is overdrawn).

12. Paying other currencies into Your Account, and foreign currency Account:

12.1 If You pay a Foreign Cheque or Draft into your Account the clearing cycle will vary according to the method and place of payment. Foreign Cheques or Drafts payable outside the UK paid in to Your Account for collection or negotiation are dealt with in accordance with the Bank's guidelines issued from time to time, and subject to those guidelines on the following terms:

- (a) You warrant that You have good title to the Foreign Cheque or Draft.
- (b) You agree to indemnify the Bank against all liabilities, claims, losses *etc.* arising from the presentation of the Foreign Cheque or Draft;
- (c) expenses, exchange rate fluctuations and agents' charges that may arise will be recovered from the proceeds of the Foreign Cheque or Draft, or from You if the proceeds received are less than the charges and expenses; and
- (d) if any Foreign Cheque or Draft is returned unpaid You authorise the Bank to debit Your Account with the amount already credited, along with the interest for the period for which the Bank was out of funds, chargeable by the Bank at the Bank's standard service fees and charges.

12.2 For deposits made by Foreign Cheque or Draft;

- (a) the Foreign Cheque or Draft may be subject to the law, rules and regulations of the country in which it is drawn, which may be different from the law, rules and regulations applying in the UK;
- (b) where applicable, on interest bearing Accounts, the Bank will pay interest on funds deposited into Your Account by way of Foreign Cheque or Draft from the time those funds are deemed by the Bank to be available for withdrawal by You. The period before the funds are deemed available will vary depending on the currency of the Foreign Cheque or Draft and where it is payable;
- (c) even where the Bank has treated funds paid into Your Account as available to You, if a Foreign Cheque or Draft is dishonoured for any reason the Bank will have the right to repayment from You, and You will be liable to repay the Bank for any amount not received by the Bank from by the bank against which the Foreign Cheque or Draft is drawn (the "Drawee Bank"). You acknowledge that the dishonour time frames differ and depend on the rules of the country in which a Foreign Cheque or Draft is drawn and in some cases a Drawee Bank can dishonour the instruments many months after the Foreign Cheque or Draft was deposited by You.

- (d) the Bank reserves the right (but does not have any obligation) to re-present on Your behalf to the Drawee Bank any Foreign Cheque or Draft which is unpaid on presentation, but such re-presentation does not affect the Bank's right at a later date to repayment from You any amount which remains unpaid, and/or for any costs levied by the Drawee Bank and/or for the Bank's standard service fees and charges.
- (e) where the Bank exercises its right of repayment against You, the Bank may debit Your Account or any of Your Accounts held with the Bank to recover from You the principal amount of the Foreign Cheque or Draft credited to Your Account, and/or for any costs levied by the Drawee Bank and/or for the Bank's standard service fees and charges. Where the Bank has to exercise its right of repayment against You in currency other than that of Your Account, the amount claimed may differ due to foreign exchange rate fluctuations. The Bank may also debit Your Accounts or recover from You any costs levied by the Drawee Bank together with the Bank's standard service fees and charges. Where the Bank deems necessary, or upon Your request, certain Foreign Cheques or Drafts may be sent "on collection" to the Drawee Bank. Where a Foreign Cheque or Draft is sent on collection, available funds will be credited to Your Account as soon as payment is received by the Bank from the Drawee Bank.
- (f) Where funds are credited to Your Account other than by way of Foreign Cheque or Draft they will be available for withdrawal on the day of receipt if in a form deemed suitable by the Bank, or on the value date of any authenticated advice from a remitting bank, whichever is later, as long as it is a Working Day in England and in the country of the relevant currency being deposited.
- (g) If You deposit funds into Your Account in a currency other than that of Your Account or if the Bank is required to effect any dishonour or return of funds in a currency other than that of Your Account, the relevant funds will be converted at the Bank's prevailing rate of exchange on the day of the transaction (or subsequent date of dishonour/return).
- (h) The Bank reserve the right to refuse or accept an amount paid in to Your Account, and if the Bank do, the Bank will inform You.
- (i) If You want the Bank to collect payment for You of a Foreign Cheque or Draft, the Bank may require You to endorse the Foreign Cheque or Draft by signing the back. If the Foreign Cheque or Draft is payable to more than one person, each such person must endorse the Foreign Cheque or Draft.
- (j) The exchange rate the Bank uses when converting a Foreign Cheque or Draft into sterling will be (as determined by the Bank):
 - (i) the Bank's standard rate of exchange for negotiating the Foreign Cheque or Draft on the day the Bank accepts the Foreign Cheque or Draft from You; or

- (ii) the Bank's standard rate of exchange for collecting Foreign Cheques or Drafts, on the day the Bank receives the payment from the paying bank.
 - (k) If the foreign bank later returns the Foreign Cheque or Draft or asks for the money to be returned, the Bank may debit Your Account with the currency in which the Bank credited funds or the sterling equivalent. If the Bank has converted the Foreign Cheque or Draft to sterling the Bank may convert back into foreign currency using the Bank's standard exchange rate for the relevant currency on the day the Bank debits Your Account. The Bank may do so even if You have drawn the amount from Your Account, in which case, Your Account may become overdrawn.
 - (l) This may mean that the Bank takes a larger amount from Your Account than the Bank originally paid in if the exchange rate for the relevant currency has changed during the time between the Bank crediting and debiting Your Account.
- 12.3 It may sometimes not be possible for the Bank to obtain payment of a Foreign Cheque or Draft because of local foreign exchange or other restrictions, in the country where the cheque is drawn. The Bank shall have no liability to You in those circumstances, or in any other circumstances where the Bank is unable to obtain payment of a Foreign Cheque or Draft for reasons outside the Bank's own reasonable control.
- 12.4 While the Bank will take reasonable care in choosing the Bank's agent and correspondent banks when negotiating or collecting Foreign Cheques or Drafts, the Bank does not accept liability for any loss, damage or delay resulting from any failure to perform or any act or omission of any such agent or correspondent bank which is not directly due to the Bank's own negligence. Such agent and correspondent banks will act for Your Account and at Your risk.
- 12.5 The Uniform Rules for Collections, as published by the International Chamber of Commerce, also apply to any negotiation or collection of Foreign Cheques or Drafts. If You would like a copy, please contact the Bank.

13. Charges for dealing with Foreign Cheque or Drafts

- 13.1 The Bank is entitled to recover from You (including by removing funds from Your Account into which the funds for the Foreign Cheque or Draft were deposited) the Bank's fees and charges for dealing with a Foreign Cheque or Draft and any charges made by the foreign bank to which the Foreign Cheque or Draft is presented (including any charges resulting from the foreign bank returning the Foreign Cheque or Draft unpaid or asking for the money to be returned).
- 13.2 For avoidance of doubt in addition to the Bank's fees, the fees of the Bank's agent and/or correspondent banks and/or the bank to which the Foreign Cheque or Draft is presented may be payable whether the Foreign Cheque or Draft is paid or not. Those fees will be deducted from Your Account when the Bank receives notice of them. This may be after Your Account has been credited with the amount of the Foreign Cheque or Draft.
- 13.3 If the Bank has incurred any costs or other obligations as a result of negotiating or collecting a Foreign Cheque or Draft, the same will be recovered from You, to restore the Bank to

the position the Bank would have been in, had the Bank not attempted to collect or negotiate the Foreign Cheque or Draft. You shall be liable for, and shall reimburse the Bank, any expense or loss incurred by the Bank collecting or negotiating any cheque or draft or other instrument for You.

14. Withdrawing money from Your Account

14.1 If You want to withdraw money in cash from Your Account, you must produce the following:

- (a) a cheque drawn on that Account duly filled in and signed with the "Account Payee" instruction duly cancelled by the Authorised Signatory;
- (b) form(s) of identification/verification from the bearer/Authorised Signatory acceptable to the Bank (such as a valid passport or other equivalent form of identification showing a photograph, together with proof of address); and
- (c) for cash withdrawals above £2,000 (or equivalent amounts in other currencies, where available) You must give the Bank at least two Working Days advanced notice.

14.2 If You want to withdraw money in cash or to make payments from an Account which does not offer a cheque facility, You should speak to one of the Bank's cashiers at the Branch where Your Account is held, or send the Bank a withdrawal form or letter (signed by one or more Authorised Signatory which conforms with the mandate for that account agreed with the Bank) telling the Bank how You would like the payment to be made.

14.3 You will not generally be able to withdraw money from a Fixed Term Deposit Account until the end of the fixed term agreed for that Fixed Term Deposit Account. The Bank may in special circumstances agree to allow You to withdraw money from a Fixed Term Deposit Account before the end of the fixed term agreed, but shall not be required to do so. Where the Bank gives its agreement, the Bank may make a charge for doing so, or require the repayment of some or all of the interest paid or payable by the Bank on that Fixed Term Deposit Account.

15. Your agreement to indemnify the Bank generally

15.1 You agree that You will fully indemnify and defend the Bank against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of these Business Terms and Conditions by You or by any person authorised by You or any unlawful use of Your Accounts or the services provided by the Bank by a person authorised by You.

16. Confidentiality

16.1 The Bank will treat all Your information as private and confidential (even when You are no longer a customer). Information the Bank holds about You will not be disclosed to anyone (including other companies in the Bank's group) unless:

- (a) the Bank is legally required to disclose;

- (b) the Bank has a public or regulatory duty to disclose;
- (c) the Bank's interests mean the Bank must give the information (for example, to prevent fraud or to recover a debt due to the Bank).

17. Data protection

17.1 Union Bank of India (UK) Ltd is a data controller registered with the UK Information Commissioner under number Z3266289.

17.2 In order to provide You with bank Accounts and other products and services the Bank needs to collect, use, share and store personal information about You and Your transactions ("**Your Information**"). This section explains how the Bank will use Your Information.

17.3 Your Information includes information which the Bank:

- a) obtains from You or third parties, such as employers, joint Account holders, credit reference agencies, fraud prevention agencies or other organisations when You apply for an Account with the Bank or for any of the Bank's other products or services, or which You or they give to the Bank at any other time; or
- b) learn from the way in which Your Accounts with the Bank is administered and managed, from the transactions made such as the date, amount, currency and the name and type of supplier (for example, supermarket services, medical services, transactions in assets, retail services) and from the payments which are made to and from Your Accounts with the Bank.

17.4 Where You provide personal and financial information about any other person You confirm that You have their consent or are otherwise entitled to provide this information to the Bank and for it to be used in accordance with these Business Terms and Conditions.

17.5 To ensure that the Bank carries out Your instructions accurately, to help the Bank to improve the Bank's service and in the interests of security, the Bank may monitor and/or record Your communications with the Bank including telephone calls and conversations the Bank has with You in the Bank's Branches. In the interests of security and for preventing and investigating crime, the Bank may use closed-circuit television in and around the Bank's premises for the monitoring and collection of sound and/or visual images. Any recordings remain the Bank's sole property.

17.6 The Bank will use Your Information to manage Your Accounts, give You statements and provide the Bank's services and products, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, to carry out regulatory checks, to meet the Bank's obligations to any relevant regulatory authority, to develop and improve the Bank's services to You and other customers, and to protect the Bank's interest.

17.7 You explicitly consent to the Bank accessing, processing and retaining any information You provide to the Bank for the purposes of providing services to You. This does not affect any rights and obligations You or the Bank has under data protection legislation. You may

withdraw this consent by closing Your Account. If You do so, the Bank will stop using Your data for this purpose, but may continue to process Your data for other purposes.

- 17.8** Your privacy is important to the Bank. Our Privacy Policy explains how the Bank collect, use, disclose, transfer and store Your information and sets out Your rights to Your information. Copies are available at: <https://www.unionbankofindiauk.co.uk/privacy-policy> or You can ask for a copy at the Bank's Branch.
- 17.9 With Your permission the Bank may use Your Information to inform You by letter, telephone, text messages, digital television, email and other electronic methods about products and services which may be of interest to You. If You do not want the Bank to contact You about such products and services please let the Bank know by writing to the Bank at Union Bank of India (UK) Ltd, Senator House, 85, Queen Victoria Street, London EC4V 4AB or by emailing the Bank at customercare.ubi@unionbankofindiauk.co.uk. The Bank will provide You clear options at the time of the opening of the account whether You would like to receive information about the Bank's other products and services and it is up to You to opt in or not.
- 17.10 The Bank may share Your Information with the following third parties, wherever located:
- (a) anyone to whom the Bank may transfer the Bank's rights and/or obligations under any agreement the Bank has with You;
 - (b) Your advisers (including but not limited to accountants, lawyers or other professional advisors) where authorised by You;
 - (c) credit reference agencies and fraud prevention agencies; and/or
 - (d) where the Bank has a duty to do so, or if law or regulation allows the Bank to do so.
- 17.11 Save as set out above the Bank will not disclose Your Information to anyone unless the disclosure is made with Your consent.
- 17.12 The Bank may transfer Your Information to the Bank's Back Office Operations Division (a part of the Union Bank of India's group of companies) based overseas for the processing purposes and for purposes stated in paragraph 17.2 above. The Bank will make sure that the Bank's Back Office Operations Division agrees to apply the same levels of protection as the Bank is required to apply to Your Information and to use Your Information in accordance with the Bank's instructions.
- 17.13 The Bank may give Your Information to and receive information from credit reference agencies and fraud prevention agencies. The Bank and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes, to make credit assessments and decisions about credit related services to enable the Bank to manage and take decisions about Your Accounts, and to recover debts due to the Bank.

17.14 The Bank can provide the names and addresses of the credit reference and fraud prevention agencies the Bank use if You would like a copy of Your Information held by them. Please contact the Bank at Senator House, 85 Queen Victoria Street London EC4V 4AB if You want to receive details.

18. Right to receive a copy of Your Information

18.1 You can ask for a copy of Your Information by writing to the Bank at Senator House, 85 Queen Victoria Street London EC4V 4AB. The Bank may charge an administration fee to meet the Bank's costs in providing You with details of Your Information.

19. Where to find further information

19.1 Please visit the Bank's Website to see the Bank's Privacy Policy which provides further information about how the Bank use Your Information.

20. Bank's right to close Your Account

20.1 The Bank may close Your Account if You:

- (a) do not comply with any of Your important obligations under the applicable Terms and Conditions, and do not put this right within a reasonable time of the Bank requesting You to do so;
- (b) fail to operate Your Account in accordance with an important term under the applicable Business Terms and Conditions;
- (c) regularly fail to ensure that there are sufficient cleared funds in Your Account to make a. requested payments;
- (d) give the Bank false information in relation to Your Account;
- (e) if You act fraudulently or refuse to give the Bank required due diligence information; or additional proof of identity;
- (f) are not entitled to open the Account(s);
- (g) are insolvent or become bankrupt;
- (h) have behaved inappropriately or improperly towards the Bank or the Bank's staff (for example, in a threatening or abusive manner);
- (i) You are involved, or the Bank reasonably believes that You are involved, in criminal activity of any kind whether or not linked to Your Account or Your relationship with the Bank.

20.2 Subject to any Specific Business Terms and Conditions applying to Your Account, the Bank will pay any balance due, together with interest at the agreed rate, up to and including the date of repayment.

- 20.3 The Bank will not rely on this paragraph 20 to close Your Account in the event that You have made a valid complaint(s) against the Bank giving rise to the reason for closing the Account.
- 20.4 If Your Account is closed for any reason and the Bank make a repayment to You of the funds held (less any amounts due to the Bank for interest or as set out in the Tariff of Charges). You will have no further right(s) or interest in the Account.
- 20.5 If the Bank closes Your Account, the Bank will write to You and, unless there are exceptional circumstances including but not limited to unauthorised borrowing, the Bank will give You 60 calendar days' notice of the Bank's intention to close Your Account(s). The Bank will repay any credit balance to You and the Bank may require You to repay any money owed to the Bank. Please see paragraph 23 below on Your liability to the Bank and paragraph 26 below on the Bank's right to set-off.
- 20.6 After Your Account is closed, you must not use any Payment Instruments or issue any more Payment Orders or otherwise make any other payments into or out of the Account.
- 20.7 In the event that any insolvency proceedings or similar proceeding(s) are commenced against You or any Authorised Signatory, you agree that the Bank may:
- a) suspend or stop Your ability to make payments;
 - b) suspend or stop Your internet banking services;
 - c) ask You to return any debit cards and cheque books You have; and/or
 - d) refuse to act on any instructions given by You or anyone else to make any payment(s) out of Your Account unless You have previously obtained an appropriate order from the Court;
 - e) act as per such Court orders
- 20.8 If the Bank is notified that any other court order or arrangement has been entered into or application made in relation to Your Account which requires authority to be obtained from a third party before the Bank act on instructions to make payments from Your Account, You agree that the Bank may take any of the actions set out in paragraph 20.7 above until the Bank receives appropriate authority from the relevant third party.

21. Dormant Accounts

- 21.1 The Bank may suspend operation or make Your Account inactive if You have not made any transactions on that Account for at least 18 months (or for a Fixed Term Deposit Account, for at least 18 months after the end of that fixed term). In that case, the Bank will write to You and request You to either make any transaction in the account or explain the reasons for not operating the account. If You fail to make any transaction in the account or do not give reasons for not operating the account, then Your Account will further become dormant after six months. Once Your Account becomes dormant after a total period of 24 months, then You will be required to provide suitable evidence of Your identity and address to reactivate the account.

22. Changes to these Business Terms and Conditions, or Tariff of Charges (etc.)

- 22.1 The Bank may from time to time amend these Business Terms and Conditions (including the Bank's Tariff of Charges, General Business Terms and Conditions and Specific Business Terms and Conditions).
- 22.2 Unless otherwise specified in any other paragraph of these General Business Terms and Conditions or the applicable Specific Business Terms and Conditions, if the Bank makes any change to any of these Business Terms and Conditions the Bank will give You at least two months' notice of the change(s) before the change(s) take effect.
- 22.3 If You do not accept the proposed change(s) as notified to any of the Bank's Terms and Conditions notified to You in accordance with paragraph 22.2, You must give the Bank notice in writing before the change(s) take effect. You have the right to terminate Your agreement with the Bank for, and close the relevant Account without any additional charge by giving the Bank notice in accordance with these General Terms and Conditions at any time before the date of the proposed change. If You do not give the Bank such notice You will be deemed to have accepted the changes to the Terms and Conditions applying to the relevant Accounts.

23. The Bank's Liability to You

- 23.1 Subject to paragraph 23.2 below, if the Bank do not carry out Your request (in accordance with these or such other terms relevant to Your request) or do not carry out Your request correctly, the Bank will refund the amount of the payment and any charges or interest You paid as a result of it, and pay You any interest the Bank would have paid You on that amount, but will not have any further liability to You.
- 23.2 The Bank's liability to you under paragraph 23.1 above, is subject to the following:
- a) the Bank will not be responsible to You for any loss You may suffer if the Bank is prevented from or delayed in providing You with any banking or other services as a result of compliance with laws, compliance with the Bank's banking terms and conditions, preventing money laundering, fraud or terrorist financing, industrial action, non-availability of equipment or supplies, or business disruption on account of natural calamity, riot or terrorism;
 - b) the Bank will not be liable for any business losses or costs You suffer (such as loss of business profits or opportunities) or for any indirect losses for any reason whatsoever;
 - c) the Bank will not be responsible to You for any delay, indirect, consequential losses or losses that the Bank could not reasonably have expected to foresee or to occur; and
 - d) the Bank will not be responsible to You for any delay, indirect, consequential losses or losses, provided that the Bank has acted reasonably.

- 23.3 The Bank will reimburse You for unauthorised payments made by the Bank from Your Account, and will compensate You for any direct loss where the Bank's investigations confirm that:
- a) You have informed the Bank without delay of the unauthorised payment subject to these Terms and Conditions, any relevant Specific Terms and Conditions and any applicable legislation or regulation;
 - b) You have not acted fraudulently or been grossly negligent; or
 - c) the unauthorised payment is not a result of a failure by You to comply with the security obligations set out in these General Business Terms and Conditions or any relevant Specific Business Terms and Conditions or the security recommendations published on the Bank's Website. This includes (but is not limited to) any failure by You to keep Your password, user name and memorable word, or other confidential information about Your Account secure.
- 23.4 The Bank shall not be liable to reimburse You for unauthorised payments from Your Account (even in the circumstances referred to in paragraph 23.3 above) unless You have informed the Bank in any event no later than 13 months after the debit date for the unauthorised payment.
- 23.5 Where the Bank has made any payment to You in respect of an unauthorised payment from Your Account and the Bank later become aware of evidence that shows the Bank is not responsible for the unauthorised payment, the Bank may recover an amount equal to the payment from Your Account
- 23.6 In the event that the Bank is responsible for unauthorised payments as specified in paragraph 23.5 above, the Bank's liability shall be limited to refund the amount of the unauthorised transaction and any resulting overdraft interest and charges. The Bank will have no further liability to You.
- 23.7 Where an unauthorised payment has been made from Your Account as a result of the use of a lost, or misappropriated¹⁵ payment instrument, you will be liable up to a maximum of £35 for any losses incurred (except where You have acted fraudulently, or with intent or gross negligence, in which case You will be liable for all losses incurred).
- 23.8 You will not be liable for any losses incurred as a result of the use of a lost or misappropriated payment instrument or use of Your Personalised Security Credentials after You have notified the Bank of such loss or breach of secrecy in accordance with these Business Terms and Conditions (except where You have acted fraudulently, in which case You will be liable for all losses incurred).
- 23.9 Nothing in these Business Terms and Conditions limits the Bank's liability for acting fraudulently or with gross negligence, or otherwise excludes or limits the Bank's liability to the extent the Bank is unable to exclude or limit by law.

24. Notices

24.1 The Bank may give notice to You for any purpose:

- (a) at any address notified by You to the Bank for that purpose;
- (b) at any other address (at the Bank's discretion, but the Bank shall not be required to reasonably believed by the Bank to be Your registered office or place of business, or at the last address given by You or known to the Bank as Your registered office or place of business, or the business address or residential address of any officer or Authorised Signatory (in each case even if such address is no longer current) where the Bank reasonably believes that the address notified by You to the Bank is no longer current and You have not given the Bank notice of Your change of address in accordance with this paragraph 24.

24.2 Any notice given by the Bank to You in accordance with paragraph 24.1 above shall be deemed to be effective when delivered by leaving it at the relevant address, or the next Working Day when sent by first class post to the relevant address (whether actually received by You or not).

24.3 Any notice given by You to the Bank in accordance with these Business Terms and Conditions must be:

- (a) delivered to the Branch at which Your Account is held;
- (b) accompanied by a written resolution in an appropriate form where the agreement or matter in respect of which such notice is given by You to the Bank was entered into or given by You to the Bank in the form of or accompanied by a written resolution (but the Bank may waive this requirement at any time, whether when or after the notice is given, at its absolute discretion);
- (c) shall be deemed delivered only on actual receipt by the Bank (and if received on a day when the Bank is not open for business, deemed received on the next day when the Bank is open for Business).

25. Your liability to the Bank

25.1 You are responsible for payment of any debt that arises on Your Accounts including details mentioned in paragraph 27.

26. Right of Set Off

26.1 The Bank may use any other Payment, Deposit or other Account/s held by You with the Bank which are in credit to reduce or repay any amount You may owe to the Bank in other Account/s held by You in the same name in respect of an agreed or unauthorised overdraft, business loan, or any other credit agreement. In the process the Bank may opt to recover any amount(s) outstanding from Your other deposits whether they be time or demand deposits held by You with the Bank for a certain period along with the interest payable by the Bank. In cases where the credit balances are in a different currency from the currency in which balances are owed to the Bank, then the currency conversion may be undertaken by the Bank at the Bank's prevailing market rate. The Bank may deduct any losses on conversion

from your Account, or otherwise require you to reimburse the Bank for those losses. For avoidance of doubt the Bank's right of set off may also be exercised if You have provided a corporate guarantee in respect of any facility / loan taken by any of Your officers or directors or by any third party.

27. Charges

- 27.1 When You open Your Account, the Bank will give You details of the Bank's Tariff of Charges for the day to day running of Your Account. You can also find out about these charges by contacting the Bank or by looking at the Bank's Website.
- 27.2 If the Bank increase any of these charges or introduce a new charge, the Bank will give You at least two months' notice of the new Tariff of Charges before the changes take effect.
- 27.3 If You do not accept the proposed change(s) to Tariff of Charges as notified to You in accordance with paragraph 27.2, You must give the Bank notice in writing before the change(s) take effect. You have the right to terminate Your agreement with the Bank for, and close the relevant Account without any additional charge by giving the Bank notice in accordance with these General Terms and Conditions at any time before the date of the proposed change. If You do not give the Bank such notice You will be deemed to have accepted the changes to the Tariff of Charges applying to the relevant Accounts.
- 27.4 If the Bank does not hear from You before the change comes into effect, then You will be deemed to have accepted it and it will take effect on that date.
- 27.5 The Bank will tell You the charge for any other service or product before the Bank provide it to You, and at any time should You request it. Before the Bank deducts charges for standard account services from Your Account, the Bank will give You at least 14 calendar days' notice of how much the Bank will deduct.
- 27.6 If any sum due and payable by You is not paid on the due date, You will be liable to pay the interest (both after, as well as before, any judgment) on such sum at such a rate or rates as the Bank will provide to You from time to time from the date the payment is due up to the date of payment.
- 27.7 If the Bank receives instructions to make a payment from Your Account for which the Bank needs to use the services of an agent or correspondent bank overseas, you may have to pay their additional charges. These may not be calculated in the same way as the Bank's own charges.

28. General

- 28.1 For all Accounts held in England, these Business Terms and Conditions and any dispute or claim arising out of them or their subject matter or formation and any non-contractual obligations arising out of them is governed by the laws of England and Wales, as are all the Bank's dealings with You until such time as Your Account is opened. You and the Bank submit to the exclusive jurisdiction of the courts of England to settle any dispute or claim arising out of or in connection with these Business Terms and Conditions or subject their matter. The language the Bank will use in the Bank's communications will be English.
- 28.2 Please inform the Bank immediately if You change Your name, address, or contact details. This notice must be accompanied with a board resolution, if a resolution was also submitted

at the time of opening the account. If the Bank believes that it does not hold correct information the Bank may suspend Your Account to protect the Bank.

28.3 You agree that the Bank may request additional information from You or to check from time to time that the existing information the Bank has about You is up to date, in order to meet the Bank's legal and regulatory responsibilities.

28.4 To ensure that the Bank carries out Your instructions accurately and for compliance and training purposes, and for the prevention and detection of fraud or other crime the Bank may monitor and/or record Your telephone calls with the Bank. The Bank may also use recordings of telephone calls to recover any amount due to the Bank. All recordings remain the Bank's sole property.

29. Immigration Status

29.1 All banks in the UK are now required to carry out immigration status checks on people applying for current accounts. Banks must refuse an application for a new current account or to add a signatory or identified beneficiary to a new or existing current account if the UK's Secretary of State for the Home Department (the Home Office) considers that that person should not be provided with access to banking services. Where the Bank receives such notification from the Home Office the Bank will be obliged to close Your Accounts with immediate effect, or to remove any person as a signatory to Your Accounts, as required for the Bank to comply with a notice to that effect received from the Home Office.

30. Communications between You and the Bank

30.1 All instructions given by You to the Bank, and all communication between the Bank and You must be in writing and in English except where the Bank has agreed to accept another form of Payment Instrument or communication from You.

31. Miscellaneous

31.1 The Bank may change the Bank's Banking Hours, availability of banking Branches by display of notice in the Bank's Branches or in the press or by post or by publication on the Bank's Website.

31.2 The Bank may block Your Account to protect You and the Bank if the Bank suspect fraud or other suspicious transactions. In such cases, the Bank may be required to carry out the process of establishing Your identity again. Once the Bank has satisfactory proof, the Bank will reactivate Your Account.

32. Resolving Your Complaint

32.1 If the Bank does not deliver the standard of service You expect, or if You think the Bank has made a mistake, please let the Bank know, so that the Bank has the chance to put it right in a timely manner.

32.2 The Bank has a complaints procedure that the Bank follows, a copy of which can be requested at any time by emailing the Bank or contacting the Bank and is also available on the Bank's Website. You can call the Bank on +44 (0)20 7332 4250 or email the Bank at customercare.ubi@unionbankofindiauk.co.uk or write to the Bank at:

Complaints Manager
Union Bank of India (UK) Ltd
Senator House
85 Queen Victoria Street London
EC4V 4AB

32.3 The Bank will then arrange for the right person to investigate Your concerns. When writing to the Bank, please provide as much information as You can in order to assist the Bank's investigations.

We will aim to resolve your complaint within 3 business days, you would receive a summary resolution communication, informing you that we consider your complaint to be resolved within 5 working days. However, there may be occasions where it may take longer. If this happens, we will do our best to resolve your complaints as soon as possible. You will receive a final response to your complaint within 4 weeks of receipt of your complaint. If this is not possible, a 4 week holding letter will be sent, informing you of the actions taken to date or being considered and when we expect to get in touch with a final response.

At latest a final response will be sent to you which will detail our findings of our investigation within 8 weeks of receipt of your complaint.

For payment services related complaints, we are required to give you a full written response within 15 business days of receipt. If there are exceptional circumstances, this is extended to a maximum of 35 days. If this is the case, we will send you a holding letter in the interim explaining why.

In the unlikely event that You remain dissatisfied with the Bank's response or the Bank has not sent You a final response within eight weeks of the original complaint, you may be able to complain to the Financial Ombudsman Service ("FOS") subject to Your eligibility to use the FOS's compliant scheme. Where You are an eligible complainant and You would like the FOS to look into Your complaint You must contact them within six months of the date of any final response issued by the Bank. You can find out more about the role of the FOS by contacting the Bank and requesting a copy of the Bank's FOS leaflet, or You can write to the FOS at:

The Financial Ombudsman
Service Exchange Tower
London E14 9SR

Telephone numbers: 0800 023 4567 or 0300 123 9123

Complaints to the FOS can also be made via the FOS's website: www.financial-ombudsman.org.uk

33. Regulatory Information

33.1 Union Bank of India (UK) Ltd is registered in England and Wales at Companies House with company registration number 07653660 and with its registered address at Senator House, 85 Queen Victoria Street, London EC4V 4AB.

30.2 The Bank is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. The Bank's Firm

Reference Number is FRN 601551. You can check the Bank's details online on the Financial Services Register by going to www.fca.org.uk.

The Bank is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if the Bank is unable to meet the Bank's financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

- 30.2 For further information about the scheme (including the amounts covered and eligibility to claim) please ask the Bank or, refer to the FSCS website www.FSCS.org.uk or call 0800 678 1100 or 0207 741 4100.

34. Right to Contact You

- 34.1 You agree that the Bank may use any contact details You have provided to the Bank, including Your postal address, telephone number(s) (including Your mobile telephone number) and e-mail address to contact You for service or operational reasons. These reasons include telling You about changes to the Terms, including credit interest and/or overdraft interest rates, that apply to Your Account(s) and generally communicating with You about the day-to-day running of Your Account(s), and the Bank's products and services.

- 34.2 You must ensure that the contact details You provide are accurate and that You notify the Bank promptly of any changes, including to Your e-mail address, telephone number(s) and postal address. If You prefer that the Bank does not contact You for service or operational reasons by e-mail, mobile message or secure e- message please let the Bank know. Whilst the Bank will try to use Your preferred channels where possible, you may continue to receive important service messages via these channels, for example, when the Bank needs to contact You urgently.

- 34.3 The Bank may also use secure e-messages to contact You in respect of any Accounts You hold that are managed solely online. Where the Bank holds alternative postal address (es) for You, the Bank may send mail to Your home address if it is returned from, or You do not respond to, post sent to Your correspondence address.

35. Waiver

- 35.1 Failure by the Bank to exercise, or any delay in exercising, any right or remedy provided under these Business Terms and Conditions or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

- 35.2 No single or partial exercise by the Bank of any right or remedy provided under these Business Terms and Conditions or by law shall preclude or restrict the Bank's further exercise of that right or remedy.

PART 2: SPECIFIC BUSINESS TERMS AND CONDITIONS APPLYING TO PAYMENT ACCOUNTS

1. Payment and other Instructions

- 1.1 A Payment Order must be given in writing signed by an Authorised Signatory for that Account. Firms, companies and other organisations should use their letterhead when giving instructions.
- 1.2 You can instruct the Bank to:
- (a) make a Payment Order;
 - (b) give You information about Your Payment Accounts;
 - (c) open new accounts or close existing accounts;
 - (d) in certain circumstances only, to revoke a Payment Order given by You where the instruction to revoke the Payment Order is given in accordance with paragraphs 1.3; or
 - (e) take any other action on Your Accounts in respect of services made available by the Bank.
- 1.3 The Bank may refuse to accept instructions given by telephone, fax or as a scanned copy by email unless a telecommunications mandate has been signed by You and accepted by the Bank.
- 1.4 You may authorise a Payment Initiation Provider Service to effect a Payment Order on Your behalf. The Bank will carry out a Payment Order initiated by a Payment Initiation Provider Service.
- 1.5 You cannot cancel a Payment Order given by a Payment Initiation Provider Service with Your authority after You have giving Your consent to the Payment Initiation Provider Service, or to the payee, to initiate the payment.
- 1.6 You cannot cancel a Payment Order where You have authorised the payee to initiate the payment by using a PIN or other Personalised Security Credentials.
- 1.7 You cannot cancel a Payment Order for same day effect once You have authorised the payment (except where the Bank is reasonably able to and agrees to do so at the Bank's discretion).
- 1.8 Where the Payment Order is in the form of a direct debit You cannot cancel a payment after the end of the Working Day preceding the day agreed by You for debiting funds¹⁹. Where You cancel a direct debit, you will be deemed to have also cancelled Your consent to any further direct debits by the same payee.
- 1.9 Where the Payment Order is for a future-dated payment, you cannot cancel the payment after the end of the Working Day before the day on which the payment is due to be made,

or if the payment transaction is to be made when funds are available by the end of the Working Day before those funds become available.

1.10 The Bank may make a charge as set out in the Bank's Tariff of Charges where You cancel a Payment Order.

1.11 Where the Bank declines to carry out a Payment Order, it will notify You and where possible inform You of the reason (except in circumstances where the Bank believes that it would be unlawful for the Bank to do so). The Bank may make a charge as set out in the Bank's Tariff of Charges where it refuses to carry out a Payment Order.

1.12 When You give the Bank a Payment Order You must:

- (a) if the Payment Order is for making a payment to another account, tell the Bank the account name, account number, the Sort-Code for the account (for payments in the UK) and any other information the Bank asks for or require so that the Bank can make the payment; and
- (b) have cleared funds available to make the payment in the Account from which the payment is to be made by no later than close of Business at the end of the Working Day before it is due to be made;
- (c) as well as the information You normally give when You ask the Bank to make a payment, you must also provide the Bank with the payee's name and their address for payments made abroad.

1.13 In deciding whether You have funds available to make the payment, the Bank may:

- (a) add together the amount in Your Account, any overdraft limit and any cheques paid into Your Account that the Bank is treating as available for You to use; and
- (b) take away the total amount of the payments You have asked the Bank to make from the account which have not yet been paid (including any debit card payments the Bank has authorised).

The Bank does not have to take account of regular credits or any amounts received after the Bank has decided not to make the payment.

1.14 If You try to make a payment from Your Account when You do not have available funds to do so, or the Bank reasonably believes that You will not have funds available on the date that the Bank will take the payment from Your Account, the Bank may refuse to make the payment, or the Bank may (at its absolute discretion) allow an unauthorised overdraft to cover the payment. The Bank may at any time ask You to provide full cash cover for any amounts You owe or may owe the Bank as a result of carrying out Your Payment Orders or for any other liability or overdraft.

1.15 If on a day You ask the Bank to make two or more payments from an Account but You do not have sufficient funds available to make all of them, and the Bank does not agree to

allow an unauthorised overdraft in relation to some or all of the payments, the Bank may decide which payments to make and which to refuse.

The Bank will use reasonable efforts to refuse as few payments as possible, to limit the charges payable by You for returning the payments. However, the Bank cannot guarantee to do this, nor guarantee that doing so will result in the Bank making those payments that are most important to You, and the Bank will have no liability for refusing to make those payments, or for the order in which the payments are made.

- 1.16 Where You instruct the Bank to make an international payment, the Bank may have to route the payment through other banks. In such cases, the Bank will use a bank that is either chosen:
- (a) by the Bank; or
 - (b) by a bank in the country the payment is being sent to; and/or
 - (c) where You have asked the Bank to make the payment in a foreign currency, by a bank in the country where that currency is the national currency.
- 1.17 Where You instruct the Bank to make an international payment the Bank is acting for You. You must ensure that both You and the person receiving the payment comply with any local laws relating to the payment. If You or the person receiving the payment do not do so and, as a result, the Bank has to pay any costs or expenses because the Bank made the international payment the Bank for You, You must: (i) reimburse the Bank for those costs or expenses and for any losses or costs the Bank reasonably incurs, and(ii) take any steps necessary to put the Bank in the position the Bank would have been in had the Bank not made the payment for You.
- 1.18 When You give the Bank a Payment Order for an international payment, the Bank may ask You for certain information (including SWIFT, BIC or IBAN details) to enable the Bank to identify the bank and account into which the payment should be made. If You do not provide this information or additional information which is required, the Bank may try to obtain the information or work out what information is relevant and may make an additional charge to cover the Bank's costs for doing so. If You provide inaccurate information and the payment is made incorrectly as a result, the Bank may make reasonable efforts to recover the funds, and is entitled to make an additional charge to cover the Bank's costs for doing so. The Bank will notify You of any additional charge(s).
- 1.19 If You ask the Bank to make an international payment the Bank will convert it into the currency of the country the payment is being sent to before the Bank send it unless You tell the Bank otherwise. You agree to the Bank showing Your name and address within the Payment Order, so that the Bank can comply with international and foreign payment regulations and requirements and banking good practice.
- 1.20 To manage the Bank's risk, the Bank also apply internal controls, including limits, to certain types of payment. The Bank may make changes to those controls as the Bank reasonably considers necessary but for security reasons the Bank will not be required to disclose the additional steps taken.

- 1.21 If the Bank receive any Payment Order where:
- (a) the Bank is concerned that it may not have come from You; or
 - (b) it is for more than a limit the Bank has approved for security purposes; or
 - (c) for any other reasonable reason, such as suspected fraud or unauthorised access to or use of Your Account:

1.22 If You have in place a current Telecommunications Indemnity Agreement (the “Indemnity”) in favour of the Bank, You may also make payments by giving the Bank written instructions in the format available in the form approved by the Bank’s website and sent by e-mail or fax to a designated secure email ID / Fax Number. Please note that the Bank may call You to confirm the instruction and any details thereon for security purposes.

- 1.23 The Bank may contact You to verify a Payment Order or other instruction (as referred to in paragraphs 1.21 or 1.22 above, or otherwise).
- (a) The Bank may ask You to confirm the Payment Order or other instruction (either in writing or orally) and may decline to carry out Your instructions until You have confirmed them.
 - (b) You must confirm the Payment Order or other instruction as soon as possible to avoid any delay in carrying it out. The Bank may decline or delay making the payment until that information is provided.

The Bank will not be liable to You (or to any other person) for any delay in carrying out a Payment Order or other instruction in the circumstances referred to in this paragraph.

1.24 The Bank will make payments from Your Account if the Bank is authorised to make them (without specific instructions from You) under the terms and conditions which apply to the Account or by the terms of a facility letter or other agreement or arrangement between You and the Bank, or required by law.

- 1.25 You can instruct the Bank to:
- (a) transfer funds via Faster Payments Service (for eligible inter-bank payments) to a specified account (up to a maximum of £100,000) at another UK bank in Sterling, whether by single one-off payments or standing orders. You must ensure that You provide the Bank with the beneficiary’s correct account details each time You want the Bank to make a payment.

If the instructions are received by the Bank before the Cut-off Time, the funds will be debited from Your Account on the day the Bank initiates the payment in accordance with Your request and will arrive in the beneficiary’s account the same Working Day.

The Bank may refuse to send payments to UK banks that do not support the Faster Payments Service, and You may be able to use CHAPS for those payments.

If You want to transfer more than £100,000 (or the separate limits which apply for transfers via Internet Banking), such transfers can be sent via CHAPS (with applicable fees) or as multiple Faster Payments.

- (b) transfer funds by CHAPS to another bank account within the UK; funds are cleared on the same day (please refer to the Bank's Tariff of Charges for the Bank's charges for this service).
 - (c) transfer funds to a bank account in another country by international electronic transfer.
 - (d) If You want to make a payment in a currency other than sterling, please contact the Bank for information how this can be done, the exchange rate the Bank will apply and what the Bank's charges will be. The bank receiving the payment may also impose charges that are outside the Bank's control which are payable by You or may be deducted by that bank from the amount transferred by You (so that only the net amount transferred is credited to the recipient's account).
- 1.26 You can give the Bank instructions by the Bank's electronic banking systems (or any other electronic method the Bank agrees with You) or in writing.
- 1.27 If You authorise another person to give instructions for Your Accounts or operate them for You (for example any director, officer or other Authorised Signatory):
- (a) the Bank may deal with that person as if he or she were You for the purposes of these Business Terms and Conditions. This means that the checks the Bank carry out to make sure that instructions are genuine may be limited to checks about that individual only. References in these Business Terms and Conditions or elsewhere to carrying out checks about You include carrying out checks about that person. You must ensure that the person authorised by You must comply with all of Your obligations to the Bank under these Business Terms and Conditions as if they were You.
 - (b) In the event that You have any right, claim or action against any authorised person arising from their use of Your Accounts, you must pursue such right, claim or action independently of, and without recourse to the Bank.
- 1.28 Before the Bank acts on an instruction, the Bank may take steps designed to check that the instruction is genuine (in other words given by You) and clear.
- 1.29 The Bank may treat an instruction as genuine and given by You if:
- (a) the Bank reasonably believes that the person giving the instruction is they say they are and are authorised to give those instructions when they are given in person, at a Branch;
 - (b) the instruction is given by a Payment Instrument (or other form of written instruction, including where the Bank has agreed to a fax facility with You, by fax) that has a signature on it which the Bank reasonably believes is by an Authorised Signatory for that account;

- (c) the instruction is given over a secure password-protected website, using the correct password for Your Account;
- (d) where the Bank has agreed to a telephone banking facility with You, the instruction is given by telephone using the correct password for Your Account; or
- (e) the instruction is given using the Payment Instrument the Bank has given You or agreed with You.

2. Cut Off Time for Payments

2.1 The Cut-off Time for a payment depends on the particular method of making or receiving payments, and the currency in which the payment is to be made or received. The Cut-off Time for payments in different currencies is set out below, but these times may be changed by the Bank by providing You with updated details or publishing the information on its Web Site.

- (a) Sterling payments 3.00 pm;
- (b) Euro payments 12.00 pm;
- (c) US Dollars 3.30 pm;
- (d) Cash payments 4.15 pm;

3. Account Security

3.1 You must take all reasonable steps to keep any Payment Instrument safe. You should not let any other person use a Payment Instrument allocated to You or leave it unattended where another person may be able to use it or misappropriate it.

3.2 You must keep any Personalised Security Credentials secret and known only to You. You must not give details of them to any other person.

3.3 If You write down or otherwise record a password (or any other Personalised Security Credentials), You must only do so in a way so that the information cannot be identified as connected with Your Account. You must take all reasonable steps to ensure that the record cannot be accessed by or become known to any other person.

3.4 Where Your Payment Instrument or any Personalised Security Credentials are used to access Your Account on-line such as via a computer or a mobile device, you must make sure that no other person is able to oversee You entering Your Personalised Security Credentials to access Your Account. You must log out of on-line access as soon as You have completed the relevant task. You must never leave the computer or mobile device (*etc*) unattended whilst You remain logged into Your Account.

- 3.5 If You lose, or You think someone else may be able to use or has used, Your Payment Instrument (including if You have any reason to suspect someone else may know any of Your Personalised Security Credentials, or the secrecy of Your Personalised Security Credentials may have been compromised, or someone else knows Your PIN) You must tell the Bank as soon as You can by telephoning the number displayed in the Bank's Branches or on Your statement, or notified to You from time to time and / or in writing by the Bank. You should confirm the information given by You to the Bank by telephone and also in writing as soon as possible. If the Bank asks, you must give the Bank any other information You may know about the misuse of the Payment Instrument. The Bank may pass this information to the police or other authorities if the Bank think that a criminal offence may have been committed.
- 3.6 If You fail to tell the Bank as soon as possible in any of the circumstances referred to in paragraph 3.5 above that Your Payment Instrument has been lost, or someone else may be able to use or has used it, or that any other person may know any of Your Personalised Security Credentials or that the secrecy of Your Personalised Security Credentials may have been compromised, You may be liable for any payments from or other losses arising in respect of Your Business (subject to any statutory or regulatory limits that may apply to Your liability).
- 3.7 The Bank may stop or suspend the use of a Payment Instrument, if the Bank reasonably considers it necessary:
- (a) to protect the security of the Payment Instrument; or
 - (b) because the Bank suspects that there may be unauthorised or fraudulent use of the Payment Instrument; or
 - (c) You have used the Payment Instrument to overdraw Your Account (except to use an authorised overdraft or other agreed credit facility);
 - (d) if You have an authorised overdraft or other agreed credit facility, if the Bank reasonably believes that there has been a significantly increased risk that You will be unable to repay the overdraft or credit facility.
- 3.8 If the Bank stops or suspends the use of a Payment Instrument, the Bank may require You to return any Payment Instrument the Bank has given You.
- 3.9 The Bank may refuse to carry out any instruction (including a Payment Order) or accept a payment into Your Account if the Bank reasonably believes that:
- (a) by carrying out the instruction the Bank might break any law, regulation, code or other duty which applies to the Bank; or
 - (b) any of the conditions set out in paragraphs 4.6 and 4.7 will not be met; or
 - (c) doing so might expose the Bank to action or censure from any government, regulator or law enforcement agency.

4. Paying into Your Payment Account

4.1 Once Your Payment Account is open, you can make payments into Your Account:

- (a) by instructing another bank or building society to make a BACS transfer from Your Account with them to Your Account with the Bank;
- (b) by visiting one of the Bank's Branches and depositing a cheque or cash with one of the Bank's cashiers;
- (c) by standing order through another bank or building society;
- (d) by post with a paying-in slip or letter to Your Account holding Branch.
- (e) by CHAPS; or
- (f) by international electronic transfer from other countries.

Please ask the Bank for details.

4.2 When You pay cash directly into Your Account at one of the Bank's Branches, the funds will be credited into Your Account on the same Working Day, provided the Bank receives the funds before the Cut-off Time.

4.3 Cash is accepted only at the Bank's Branch counters during the Bank's Banking Hours and subject to satisfactory proof of source of funds. Cash handling charges apply as set out in the Bank's Tariff of Charges.

4.4 You must not send cash to the Bank by post or leave cash in a letter box or deposit box at any of the Bank's Branches. The Bank will not be responsible to You for any loss of cash left or deposited in those ways.

4.5 When You pay cash or make an electronic transfer into Your Account through another bank, the funds will normally be credited to Your Account and available to withdraw on the Working Day the Bank receive them provided that the Bank receive the funds before the Cut-off Time. Please be aware that other banks may apply their own cut-off times and processing times for payments which they make on Your behalf into Your Account(s).

4.6 Paying into Your Account may take longer in certain circumstances. Please see section 8.1 for details.

4.7 As from 30 October 2017 all banks have introduced a new system for clearing cheques called the Image Clearing System. This allows banks to clear a digital image of a cheque rather than the original paper cheque. This means that some cheques You write using this system will clear within two Working Days. The Image Clearing System has been introduced gradually, so both the existing paper cheque clearing process and the new Image Clearing System may be used.

4.8 If the cheque You are paying in is payable in sterling and drawn on a bank in the UK, the Bank use what's called the '2-4-6 process' which sets the maximum timescales on when a

cheque funds earn interest, when the funds can be withdrawn and when the funds can no longer be reclaimed. Non- Working Days are not counted for the purposes of the cheque clearing cycle.

The process starts on the Working Day the Bank receive the cheque by post or at a Branch and is set out (by way of example) below:

- (a) Monday (Day 0) the Bank receives the cheque (at a Branch or by post);
- (b) Start of Wednesday (Day 2) You start to earn interest (where payable) on the amount of the cheque;
- (c) Start of Friday (Day 4) the money is available in Your Account for withdrawal after 10.00 am; and
- (d) End of the next Tuesday (Day 6) the cheque cannot be returned unpaid (can't 'bounce') except in the case of fraud.

4.9 The bank on which a cheque is drawn may return it unpaid, after the amount on the cheque has been included in the available balance on Your Account. When a cheque is returned unpaid, this will usually be within three or four Working Days after the cheque has been paid into Your Account, but it could be later (including for example in cases of suspected fraud etc), in which cases the Bank may be required to debit Your Account with the amount of the cheque.

5. Transaction processing time

5.1 The processing time for payments into and out of Your Account may be more than the time set out in paragraphs 4, 5 and 6, due to the following reasons:

- (a) Any defective request or insufficient, incomplete or incorrect details in Your instructions to the Bank;
- (b) if Your instructions give rise to suspicion in which case the matter would be investigated before any decision is taken regarding the application of funds;
- (c) to comply with the Bank's legal or regulatory obligations;
- (d) to comply with an order by a competent court;
- (e) order or stipulation by any other law enforcing body; and/or
- (f) business disruption on account of natural calamity, riot, war, terrorist activity, industrial action, equipment failure or any other event which is beyond the Bank's control.

5.2 In any of the above circumstances, the Bank or the Bank's clearing agent will not be liable for any delay or loss suffered by the Account holders(s), provided that the Bank has acted reasonably, including where notifying You (where the Bank may lawfully do so) of the refusal or delay in making the payment, and the reasons why, at the earliest opportunity

and in the event that payment details are incorrect because of an error by You or a third party the Bank will help You investigate.

If a payment You asked the Bank to make within the EEA doesn't arrive when it should have (normally the Working Day after the Bank send the payment from Your Account), You can ask the Bank to contact the receiving bank and ask them to treat the payment as if it had been made on time.

You can obtain basic information on executed payment transactions at Branch at no additional charge

6. Closing Your Payment Account

6.1 You may close Your Payment Account at any time by providing the Bank with written notice in accordance with paragraph 8.1 below. Additionally, for a period of 30 calendar days after the date You open Your Account with the Bank, you have the right to cancel Your agreement with the Bank by closing Your Account. Subject to paragraphs 8.2 and 8.3 below, the Bank will return funds deposited will be returned to You together with any interest earned. No charges will be made for cancelling the Account within this initial 30 calendar day period from account opening.

6.2 Written notice (signed by the Authorised Signatories as per Your Account) may be provided to the Bank in person at any of the Bank's Branches or sent by post to Union Bank of India (UK) Ltd, Senator House, 85 Queen Victoria Street, London EC4V 4AB. This notice must be accompanied with a board resolution, if a similar resolution was also submitted at the time of opening the account.

7. Statements

7.1 Statements for all Accounts will be provided or made available to You free of charge at least once a month in the form agreed with You as set out in the Specific Terms and Conditions applying to the relevant Account. The Statements will include details of all charges payable by You in connection with the Account.

7.2 The Bank will charge a fee as set out in the Bank's Tariff of Charges for supplying You with statements more frequently than once a month, or for any duplicate statements.

7.3 You must carefully check Your Account history regularly. If any entry appears to be wrong, you must tell the Bank as soon as possible.

8. Termination of these Business Terms and Conditions for Payment Accounts

- 8.1 You may terminate the agreement between You and the Bank governed by these Business Terms and Conditions for Payment Accounts by giving the Bank not less than one month's notice.
- 8.2 Where You terminate the agreement between You and the Bank governed by these Business Terms and Conditions for Payment Accounts more than six months after it was entered into, the Bank will not make any additional charge for termination (but charges may still be payable under any Business Terms and Conditions governing agreements entered into between You and the Bank).
- 8.3 However, if You terminate the agreement between You and the Bank governed by these Business Terms and Conditions for Payment Accounts within six months after it was entered into the Bank may make charge for You doing so to cover the Bank's actual costs (as set out in the Tariff of Charges).
- 8.4 The Bank may terminate the agreement between You and the Bank governed by these Specific Business Terms and Conditions by the Bank giving You not less than two months' notice.

PART 3: SPECIFIC BUSINESS TERMS AND CONDITIONS APPLYING TO FIXED TERM DEPOSIT ACCOUNTS

1. Early withdrawal

1.1 You will not generally be able to withdraw money from a Fixed Term Deposit Account until the end of the fixed term agreed for that Fixed Term Deposit Account. The Bank may in special circumstances agree to allow You to withdraw money from a Fixed Term Deposit Account before the end of the fixed term agreed for that Fixed Term Deposit Account, but shall not be required to do so. Where the Bank gives its agreement, the Bank may make a charge for doing so, or require the repayment of some or all of the interest paid or payable by the Bank on that Fixed Term Deposit Account.

2. Interest

2.1 When You have money in Your Account, provided Your Account is an interest earning account, you will be eligible for credit interest. The Bank will work this out on the amount actually in Your Account at close of business each Working Day. You start earning interest on Your Account from the next day after that cash funds are added to Your Account. Interest is calculated on a daily basis according to the Bank's interest rate schedule available from Your local Branch or the Bank's website (www.unionbankofindiauk.co.uk). The Bank credits interest in accordance with the applicable Specific Business Terms and Conditions and the Bank's interest rate schedule.

2.2 Where under the applicable Specific Business Terms and Conditions interest payable by the Bank on credit balances held in Your Account is linked to an external reference interest rate (such as the Bank of England Base Rate as published on the Bank of England's website), the rate of interest paid by the Bank shall be changed immediately on the same day that the change in the reference interest rate comes into effect, without the need to give You separate notice.

2.3 In cases where the rate of interest payable by the Bank on credit balances held in Your Account is agreed with You or set by the Bank (and not linked to an external reference interest rate) the Bank may at its discretion (but shall not be required to) change the rates of interest payable on credit balances held in Your Account with immediate effect where the change in interest rate is favourable to You.

2.4 Except where paragraphs 2.2 or 2.3 apply, the Bank will provide You with not less than two months' notice if the Bank changes the rates of interest payable on credit balances held in Your Account.

2.5 If You do not accept the proposed change(s) to Your interest rate as set out in paragraph 3.4, You must give the Bank notice in writing before the change(s) take effect. You have the right to terminate Your agreement with the Bank for, and close the relevant Account

without any additional charge by giving the Bank notice in accordance with these General Terms and Conditions at any time before the date of the proposed change. If You do not give the Bank such notice You will be deemed to have accepted the changes to the rate of interest payable on Your relevant Account.

2.6 Information about the Bank's current interest rates, for current accounts, is available on the Bank's Website or by You telephoning the Bank and by asking any member of the Bank's staff at any of the Bank's Branches. When the Bank change the interest rate on Your Account the Bank will also inform You of the previous rate payable to help You compare rates.

2.7 Details of interest chargeable for overdrafts agreed by the Bank will be set out in the Specific Business Terms and Conditions provided to You, or the facility letter or issued to You, for such overdrafts.

3. No Payment Orders from Fixed Deposit Account Fixed

3.1 You are not able to make Payment Orders from Fixed Deposit Account.

1. Early Access Charge

1.1 If You are a holder of a Fixed Deposit Account, please note that pre-closure of term deposits will be permitted only at the discretion of the bank. The interest rate payable on pre closure of deposits will be at the rate applicable for the period run less penalty as prescribed by the bank from time to time.

1.2 If You are a holder of a Fixed Deposit, in the event that You are made bankrupt, the Bank may repay the capital value and accrued interest without notice or loss of interest, but only once the Bank receive the necessary legal confirmation of the status and authority. Alternatively, and only if requested, the Fixed Deposit may continue until the end of the agreed fixed term. The same provisions apply where You hold a Fixed Deposit jointly with another person or with other persons and one party is made bankrupt, although in these circumstances the Bank may require instructions from both the person appointed to deal with the Bankrupt's affairs and the joint Fixed Deposit holder(s).

PART 4: SPECIFIC BUSINESS TERMS AND CONDITIONS APPLYING TO INTERNET BUSINESS ACCOUNTS

1. Internet banking

- 1.1 Where the Bank has agreed to provide You with internet banking services, the following terms and conditions also apply for those Accounts on which the Bank offer internet banking, along with such other terms and condition as notified from time to time.
- 1.2 This paragraph 1 sets out the rules which apply to Your internet access to Your Account(s), and explains the Bank's obligations to You, and Your obligations to the Bank, when operating these Accounts.
- 1.3 The Bank offers internet banking facilities to account holders maintaining operative accounts such as savings or current accounts with the Bank.

Please log on to www.unionbankofindiauk.co.uk (the "Website") and download an application form for individual Accounts and Corporate Application form for company/business Accounts. If You have already opted for internet banking facility in the account opening form, then the Bank will process the application and no separate application will be further required to be filled in. Internet banking facility is offered only if You have at least one operative account. The Bank does not offer this facility where You have only a deposit account with the Bank. The completed application form should be sent to the Branch where You have Your Account.

- 1.4 You will then be sent Your User ID, login password and transaction password for internet banking. 'Net Banking' enables You to do the following:
- (a) view Your Account on-line;
 - (b) make service requests (in offline mode only) the Bank may add further services from time to time to the Bank's 'Internet Banking' offering.

2. Use of Websites.

- 2.1 You can access Your Accounts through the Website after You receive and confirm receipt to the Bank of the User ID and password sent to You by the Bank. You must change the password provided by the Bank at the time of first logging into internet banking on the Bank's Website.
- 2.2 All requests received from You are logged and transmitted to Your local Branch for their fulfilment. The requests become effective from the time these are recorded/registered at the respective Branch.
- 2.3 When using the Bank's Websites, the terms of use applicable to the relevant Website will apply.

3. Availability of internet banking services

- 3.1 The Bank makes all reasonable efforts to ensure that the Bank's internet banking services are available at the times You wish to use them. However, the Bank cannot and does not guarantee their availability, nor that access to, and use of, the Bank's Websites will be uninterrupted or error free. From time to time the Bank may need to suspend provision of

the internet banking services for repair, maintenance or upgrade purposes.

- 3.2 The Bank will not, in any event, have any liability to You if the Bank is prevented from, or delayed in, providing any internet banking services due to the failure of any telecommunication link or other equipment or infrastructure not owned or controlled exclusively by the Bank and/or any acts or omissions of third party telecommunications or internet service providers.
- 3.3 For the purposes of this paragraph 3 and the web requirements, You agree that any instructions given using Your authenticated security details on the internet banking service shall be deemed as written instructions given by You.
- 3.4 However, please pay careful attention to the security notice set out in the following section and comply with it.

4. Security notice

- 4.1 Internet banking is safe and convenient as long as You take a number of precautions, including (but not limited to) the following:
- (a) keep Your User ID and password secret. This includes (but is not limited to) destroying any password notification immediately after receipt from the Bank, never writing Your password or User ID details in a way that might be understood by someone else or recording them on any item or in any place that might be accessed by someone else and taking all reasonable care to ensure that no-one sees Your password or username when You use them.
 - (b) You should avoid choosing a password that is generic in nature, guessable/inferable from personal data such as name, date of birth, address, telephone number, driving licence/car number etc;
 - (c) treat e-mails You receive with caution and be very wary of e-mails or calls asking You to reveal any personal security details. The Bank or the police will never contact You to ask You for Your internet banking password or User ID information, or to move money to another account;

- (d) always access the Bank's internet banking portal via the Bank's Website www.unionbankofindiauk.co.uk or directly by accessing the website www.unionbankonline.co.uk site. Please ensure that You double check the spelling is correct when typing the Bank's address into the browser, before using the Website that You are directed to. The Bank will never send You an e-mail with a link through to the Bank's internet banking Website; and
 - (e) visit www.banksafeonline.org.uk for more useful information.
- 4.2 It is not possible to retrieve the password from the system. In case You forget Your password, you will have to approach the Bank to re-set the password.
- 4.3 Please remember that internet communications are not secure unless the data being sent is encrypted. The Bank cannot accept any responsibility for any unauthorised access by a third party and/or corruption of data being sent to the Bank by e-mail.
- 4.4 If You are a victim of internet fraud and someone gains unauthorised access to Your Account, then the Bank will refund the full amount of money taken from Your Account, provided each of the following conditions are satisfied:
- (a) You have not given Your security details (including Your password or username details) to anyone else;
 - (b) the loss was not caused by Your use of an account aggregation service (i.e. a service provided by another company that allows You to view all of Your bank details on a single website);
 - (c) You have not sent the Bank incorrect Payment Orders;
 - (d) You have used reasonable care when using internet banking (e.g. logging off at the end of each internet banking session and closing the window and not leaving Your computer unattended while logged on to the internet banking service);
 - (e) You inform the Bank as soon as possible of any security breach, or potential breach, of which You are aware;
 - (f) You have not acted fraudulently;
 - (g) You have taken the precautions described in these Business Terms and Conditions and complied with all other reasonable instructions the Bank may give from time to time regarding security details.
- 4.5 The Bank's promise to compensate You in the circumstances described above only extends to a refund of the amount taken from Your Account and does not extend to any additional loss You may suffer in consequence of any unauthorised access to Your Account.

5. Client browser

- 5.1 Your client browser must be JavaScript enabled.

5.2 Any amendments to the functionality listed above will be notified to You within Your secure internet banking session, before such changes are implemented.

6. Use of Cookies

6.1 When You or Your representatives use a computer or other device to access websites operated by the Bank and associated third parties, information may be stored and accessed on that device:

- a) to improve Your experience;
- b) to improve the functionality, security and performance of those websites;
- c) to provide You with promotional content; and/or
- d) to provide the Bank with information about how those websites are used, and how users arrive at those websites.

6.2 In the event that You or Your representatives receive emails sent by or on behalf of the Bank, such emails may contain technologies to track for market research purposes whether those emails are opened and whether internet links contained in those emails are accessed.

6.3 You agree to information being stored, accessed and used in this way.

6.4 The Bank may also exchange, analyse and use relevant information about You or Your representatives in the way described above to ensure that promotional content displayed on screen when You use the Bank's websites is more likely to be relevant and of interest. Further information is available on the Bank's cookies policy and website terms at the Bank's website: www.unionbankofindiauk.co.uk.

7. Variation/Termination

The Bank may at any time vary or terminate some or all of the Bank's internet banking services. In the case of any material variation, or termination, the Bank will give You as much notice as the Bank reasonably can in the circumstances. Changes will be notified to You through a notification on the Website.

7.1 For any help, please email the Bank at ebanking@unionbankofindiauk.co.uk or write to the Bank at the following address:

Customer Care Team (Internet Banking)
Union Bank of India (UK) Ltd Senator House
85 Queen Victoria Street, London
EC4V 4AB