

Union Bank UK plc Internet Banking Terms and Conditions for Personal Customers

Effective from 1 January 2010



IMPORTANT: PLEASE NOTE CAREFULLY YOUR SECURITY DUTIES. IF YOU BREACH THE SECURITY DUTIES YOU MAY BE LIABLE FOR TRANSACTIONS EVEN IF YOU DID NOT AUTHORISE THEM. BY ACCEPTING THESE TERMS AND CONDITIONS YOU ARE AUTHORISING US TO ADD ALL YOUR ACCOUNTS, INCLUDING JOINT ACCOUNTS TO THE INTERNET BANKING SERVICE.

Should you wish to contact us please use the 'Contact Us' option on our website.

1. ABOUT THIS CONTRACT

- 1.1 These Terms explain your rights and responsibilities and those of Union Bank UK plc in respect of the use of the Internet Banking Service and are in addition to, and should be read in conjunction with, the terms and conditions which apply to the operation of the account you are accessing through the Internet Banking Service.
- 1.2 Please read these Terms carefully before you visit the Website as by using the Internet Banking Service you indicate that you accept these Terms and agree to abide by them.
- 1.3 We have explained below the meaning of some words and phrases we use in these Terms.

"Contract" means the contract entered into between us and you when you accept the Terms.

"Instruction" is any request or instruction to us, which is effected through the Internet Banking Service by use of your User ID, Password and PIN.

"Internet Banking Service" is the service provided by us to you which is described in the Terms and by which you may access information and give us payment instructions in respect of certain of your accounts with us. We may also make additional functions available to you such as the facility to stop cheques and a secure "Customer Messages" facility.

"Password" is the password issued by us and then adopted by you for accessing the Internet Banking Service.

"PIN" is the Personal Identification Number adopted by you for accessing the Internet Banking Service. This number will be issued by us.

"Terms" means these terms and conditions and any supplementary terms and conditions that we notify to you relating to the Internet Banking Service, and includes such terms and conditions as amended from time to time.

"User Guide" means the guidance and information set out in the 'Internet Banking Service User Guide' pages of the Internet Banking Service and all other guidance issued by us in connection with the Internet Banking Service, as amended from time to time. This document is available for download from the Website.

"User ID" is the unique identifier, which is issued to you by us in connection with the Internet Banking Service.

"We", "us" and "our" are references to Union Bank UK plc and may include any agents we appoint to provide all or any of the Internet Banking Service.

"Website" means www.unionbankuk.com.

"You", "your" and "yours" are references to the person requesting the Internet Banking Service.

- 1.4 You agree that any use by you of the Internet Banking Service shall constitute your acceptance of the Terms. We recommend that you store or print off a copy of the Terms for your records.
- 1.5 You authorise us to add all accounts (including joint accounts) that you hold with us now to the Internet Banking Service. If you open any accounts with us in the future which are available under the Internet Banking Service you must request us to add them.
- 1.6 Some accounts may not be accessed using the Internet Banking Service. For details of accounts which can currently be accessed by the internet Banking Service please refer to the User Guide.

2. **SECURITY**

- 2.1 You agree to comply with the Terms and any security procedures mentioned in them.

- 2.2 You must keep your User ID, Password and PIN secure and secret at all times and take reasonable steps to prevent unauthorised use of them. You should never write or otherwise record the User ID, Password or PIN in a way that can be understood by someone else or tell the User ID, Password or PIN to someone else including our staff.
- 2.3 Always securely destroy any advice from us concerning your User ID, Password or PIN promptly after receipt; avoid Password and PIN numbers which may be easy to guess such as birthdays, telephone numbers, names of family members.
- 2.4 We will never ask you for your User ID, Password or PIN. Any such requests must be reported to us immediately, in person or by telephone. We may ask you to confirm the details of the request in writing.
- 2.5 Once you have logged on to the Internet Banking Service, you must not leave the terminal or other device from which you have accessed the Internet Banking Service at any time or let anyone else use it until you have logged off the Internet Banking Service. You will be responsible for ensuring that you have logged off the Internet Banking Service at the end of any session.
- 2.6 You must tell us immediately, in person or by telephone of any unauthorised access to the Internet Banking Service or any unauthorised transaction or Instruction which you know of or suspect or if you suspect someone else knows, or you are aware of the loss, theft or misappropriation of your User ID, Password and PIN. Our Internet Banking Service Helpline number is +44 (0) 207 920 6139 and is available from 9am to 5pm UK time. If you use the Helpline outside these hours you must leave a recorded message. We will ask you to confirm the details in writing.
- 2.7 We strongly recommend that you install anti-virus and personal firewall software on your PC in order to keep it secure and that you do not access the Internet Banking Service from a public computer (e.g. an internet café).
- 2.8 Always treat emails you receive from senders claiming to be us with caution and be wary of emails or calls asking you for any personal security details.
- 2.9 Always access the Internet Banking Service by typing our Website address into your web browser. Never go to our site from a link in an email and then enter personal details.
- 2.10 We will ensure that the personalised security features of your User ID, Password and PIN are not accessible to persons other than to you.

- 2.11 We will not send any unsolicited User ID, Password and PIN, except where such information has already been issued to you and is being replaced.

3. PROCESSING YOUR INSTRUCTIONS

- 3.1 An Instruction will only be accepted by us through the Internet Banking Service if it has been effected using an appropriate User ID, Password and PIN but we will not further check the authenticity of an Instruction. Details of transactions accepted during a session will be available and should be checked by the user. Please refer to the Internet Banking Service User Guide.
- 3.2 We may refuse to act on an Instruction, for example if a transaction exceeds a particular value or other limit, or if we know of or suspect a breach of security. We will notify you if this occurs, by telephone or fax.
- 3.3 We will use reasonable efforts to inform you without undue delay through the Internet Banking Service, and/or our Website if any service under the Internet Banking Service is not available.
- 3.4 Certain Instructions may only be processed during normal banking hours even though the Internet Banking Service may be accessible outside such hours.

4. STOPPING OR SUSPENDING YOUR USE OF THE SERVICE

- 4.1 We have the right to stop or suspend your use of the Internet Banking Service at any time if :
- (a) we have reasonable concerns about the security of your User ID, Password or PIN;
 - (b) we reasonably suspect there has been or will be unauthorised or fraudulent use of the service; or
 - (c) we reasonably believe that your use of the Internet Banking Service will increase the risk that you will be unable to repay a debt you owe us.
- 4.2 If we are stopping or suspending your use of the Internet Banking Service we will let you know either in advance (if this is possible) or immediately afterwards. We will contact you by telephone and/or e-mail and inform you that we are stopping your use of the service (and/or disabling any User ID, Password or PIN). We will provide our reasons for doing so unless we believe that so doing would compromise security or be otherwise unlawful.

- 4.3 We may need to suspend the Internet Banking Service for maintenance or other reasons. Where possible, we will notify you in advance via an Internet Banking Service bulletin message.

5. **JOINT ACCOUNT HOLDERS**

- 5.1 If you have a joint account then any one of you may use our Internet Banking Service but you must use your own User ID, Password and PIN and register separately. To be able to use our Internet Banking Service your account will be set up so that any one of you can authorise any Instructions to us on your own. This is the case even if both of you, or two or more of you are otherwise required to authorise Instructions jointly.

- 5.2 In submitting your application for Internet Banking Services, you confirm your joint account holder(s) is/are happy for you to access your joint accounts via the Internet Banking Service.

- 5.3 However, we may terminate or suspend your use of the Internet Banking Service immediately on all your accounts if any joint account holders notify us:

- They never consented to your application for the Internet Banking Service (in which case you agree to indemnify us for any costs or losses that we incur as a result),
- The joint account can no longer be operated on your instructions alone: or
- They will no longer let you operate the joint account using Internet Banking Services.

- 5.4 As a joint account holder, these terms apply to you individually and jointly with the other account holder(s).

6. **YOUR LIABILITY FOR UNAUTHORISED TRANSACTIONS**

- 6.1 We will refund you the amount of any transaction carried out in accordance with any Instruction where your User ID, Password or PIN has been used without your authority, other than in the circumstances set out in Condition 6.2. Where we are liable for any unauthorised transaction, we will credit your account with any money lost up to the amount of the transaction, and any related interest and charges. We will have no further liability to you.

- 6.2 You will be responsible for all losses incurred in respect of unauthorised transactions if you have acted fraudulently or you have intentionally, or acting very carelessly,

failed to perform any of your security obligations stated in Condition 2 or elsewhere in these Terms.

- 6.3 Once you have notified us of any unauthorised access to the Internet Banking Service or unauthorised Instruction or that you suspect that someone else knows your User ID, Password or PIN, you will not be responsible for any unauthorised transactions subsequently carried out using the Internet Banking Service unless we can show you have acted fraudulently.

7. OUR LIABILITY TO YOU

- 7.1 We will take reasonable care to ensure that any information provided to you by the Internet Banking Service is an accurate reflection of the information contained in our computer systems. Due to the nature of the product and circumstances beyond our control, we do not warrant that the information provided by the Internet Banking Service is accurate, error free or that the products or services are suitable for your purposes. You may wish to take independent legal advice and it is your responsibility to ensure that such information, products or services are suitable to you. Some of the information available through the Internet Banking Service may be identified on the screens or in the User Guide as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.
- 7.2 Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links are not an endorsement by us of any products or services in such websites. You use such links entirely at your own risk, as we have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.
- 7.3 You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for (a) any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the Internet Banking Service or (b) any services through which you access the Internet Banking Service or which you access through the Internet Banking Service which are not controlled by us.
- 7.4 We shall not be liable to you for any loss of income or revenue, business, profits or contracts, anticipated savings, data, goodwill, or for any other loss or damage of any kind you suffer due to any event or circumstances beyond our reasonable control which leads to the Internet Banking Service being wholly or partly unavailable such

as, but not limited to, technical breakdown, strikes or other industrial action (whether or not involving our employees) or communications or power failure.

7.5 Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

7.6 We shall not be liable to you for any loss incurred if:

- your computer and associated equipment do not comply with the standards and requirements we communicate to you from time to time;
- you do not carry out your own regular virus checks and use up to date anti-virus and spyware software and a personal firewall;
- you do not follow the procedures and instructions contained in the User Guide available to you;
- you attempt to change any software provided by us;
- you do not tell us as soon as you can if you become aware of any failure, delay, malfunction or error in the sending or receiving of Instructions or any suspected fraud.

8. INTERNET BANKING RECORDS AND TRANSACTION TERMS

8.1 Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Internet Banking Service.

8.2 You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.

8.3 Where you give us an Instruction or request a transaction through the Internet Banking Service these Terms will apply in addition to the General Banking Terms and Conditions for Personal Accounts in respect of your dealings with us either in respect of particular accounts or products or generally. In the event of any inconsistency these Terms will apply.

9. FEES, SUPPLEMENTARY TERMS, CHANGES TO AND TERMINATION OF THE CONTRACT AND SITE

9.1 You are liable for any telephone charges and any charges made by your internet service provider as a result of the use by you of the Internet Banking Service.

- 9.2 Currently, we do not make any specific charges for using our Internet Banking Service, although our Standard Tariff will apply to any transactions initiated through the Internet Banking Service.
- 9.3 The site(s) or screens through which you access the Internet Banking Service are subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.
- 9.4 We may modify these Terms from time to time and any revised Terms will be available on our Website.
- 9.5 If we make any changes to these Terms, we will provide you with two months' notice by an Internet Banking Service bulletin message.
- 9.6 You will be deemed to have received the Internet Banking Service bulletin message 5 calendar days after the date on which we send it. If we do not hear from you within the two month period after that date, we are entitled to assume that you have accepted the changes.
- 9.7 You may terminate this Contract at any time after entering into the Contract if you change your mind. You can do this up to 14 days after you register for the Internet Banking Service. You can also terminate it at any time thereafter. In both cases please write to Union Bank UK plc, Internet Banking Helpdesk, 14-18 Copthall Avenue, London, EC2R 7BN or contact us via the Internet Banking Service.
- 9.8 This will not affect any rights or liabilities accruing to either party before this Contract is terminated. Unless there are exceptional circumstances, for example you are in material breach of the Terms, we will give you at least two months' notice prior to terminating this contract.
- 9.9 You are responsible for making all arrangements necessary for you to have access to our Website.
- 9.10 If you breach these Terms and we take no action we will still be entitled to use our rights and remedies in other situations where you are in breach.

10. **SECURE CUSTOMER MESSAGES**

- 10.1 If we make this facility available to you, you may send us and we may send you secure messages through the Internet Banking Service using the "Customer Messages" function.

10.2 If you send us a message we will aim to respond to you within two working days. If this is not possible or we are not willing to answer your query or comply with your request within this timescale or at all we will aim to let you know this within two working days. Please be aware that once you have sent a request we may not be able to reverse it before it is implemented.

10.3 You must not send us messages:

- in relation to matters for which there is a specific functionality on the Internet Banking Service (e.g. to make a payment or stop a cheque);
- which require immediate attention (please telephone us instead);
- reporting the loss or theft of cheques and/or payment cards (please telephone us instead);
- on behalf of any third party or in relation to our dealings with any third party; or
- which are offensive, frivolous or otherwise inappropriate.

If you do so we may at our absolute discretion remove the “Customer Messages” facility or terminate our Contract in accordance with Condition 9.8.

10.4 We may send you messages concerning any accounts, products or services which you have with us, including the Internet Banking Service, or any other service related matters.

11. ENCRYPTION AND VIRUSES

11.1 We use a very high level of encryption. The levels of such encryption may be illegal in jurisdictions outside the UK. It is your responsibility to ensure that, if outside the UK your ability to use the Internet Banking Service is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use the Internet Banking Service in these jurisdictions.

11.2 Due to the nature of the Internet Banking Service, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the Internet Banking Service, including damage caused by viruses, unless such loss or damage is directly and solely caused by our negligence or deliberate default.

12. VIRUSES, HACKING AND OTHER OFFENCES

12.1 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must

not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.

12.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

12.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

13. **JURISDICTION AND LAW**

13.1 The Website is designed for use in the UK. The Website is not intended to be used in any jurisdiction or country where the availability of the Website is contrary to local law. Use of the Website outside the UK is at your own risk and it is your responsibility to comply with the applicable local law.

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