

## **Terms and Conditions for Union Bank DigiPurse Services**

### **1.0 Definitions:**

The following words and expressions shall have the corresponding meanings wherever appropriate.

Bank refers to Union Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, and having its Head office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021, Maharashtra, India including any branch / office thereof.

Union Bank DigiPurse is the “facility” to the customer bill payments, recharges, shopping or even to send money DigiPurse Application, as the Bank may decide upon from time to time and is downloaded in the mobile phone.

DigiPurse Application shall mean the Bank’s DigiPurse software downloaded and installed in the Mobile Phone linked to the Mobile Phone Number of a Customer wherein the customer can be Union Bank customer or other Bank customer.

PIN shall mean the confidential Personal Identification Number (password) for accessing transactions using DigiPurse facility.

Mobile Phone number shall mean the mobile number that has been provided by the customer and registered with the Bank while registration of Dlgipurse.

Mobile Service Provider in relation to a Customer shall mean the telecom service company or mobile internet service provider company providing telecom/ internet service to such Customer

### **2.0 Applicability of Terms and Conditions:**

By using Union Bank DigiPurse, the Customer hereby agrees to these Terms and Conditions, which shall form a binding contract between the Customer and Bank. DigiPurse of the Bank shall all times be governed by such terms and conditions as may be stipulated and amended by the Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

### **3.0 General Business Rules governing Union Bank DigiPurse**

The following Business rules will apply to the facility being offered by the Bank:

3.1 The Facility is made available to the Customer at his request, and at the sole discretion of the Bank and may be discontinued by the Bank at any time, without notice and the Bank shall not incur any liability to any person for such discontinuation.

3.2 Bank reserves the right to reject a Customer’s online request for DigiPurse without assigning any reasons.

3.3 Customer can request for termination of the facility by uninstalling the application from his mobile phone. The Customer shall remain accountable for all the transactional information stored in the DigiPurse Application in his mobile phone.

3.4 It shall be the Bank's endeavor to give a reasonable notice for withdrawal or termination of the facility, but the Bank may at its discretion withdraw temporarily or terminate the facility, either wholly or partially, anytime without giving prior notice to the Customer.

3.5 The facility may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software for Union Bank DigiPurse or any emergency or security reasons without prior notice and bank shall not be responsible if such an action has to be taken for reasons of security or emergency.

3.6 The Bank may also terminate or suspend the services under the facility without prior notice if the Customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of the Bank or when prohibited by law or an order by a court or Authority.

3.7 Any change in the business rules, terms and conditions of any of the processes will only be notified by the Bank on its website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in), and no personal communication in regard to such modification shall be given to the Customers. Such notification on the website shall be construed as sufficient notice to the customer.

#### **4.0 Terms & Conditions for the Usage of Facility:**

By accepting the terms and conditions on the mobile phone while registering for the facility, the customer:

4.1 Agrees to use the Union Bank DigiPurse for financial and non financial enquiry services offered by the Bank from time to time.

4.2 Authorizes the Bank to map the Digipurse account , mobile phone number for the smooth operation of Union Bank DigiPurse offered by the Bank and to preserve the mapping record in its own server or server of any third party and to use such data at its discretion for providing/enhancing further banking/ technology products that it may offer.

4.3 Agrees that he / she is aware and accepts that facility offered by the Bank will enable him / her to operate using PIN within the limit prescribed by the Bank and the enquiry service being bonafide will not be disputed.

4.4 Agrees to use the facility on a mobile phone properly and validly registered in his / her name only with the Mobile Service Provider and undertakes to use the facility only through Mobile Phone Number. The customer shall not allow anyone to access the facility using their mobile phone device or by sharing their confidential PIN number and shall be solely responsible for any authorized/ unauthorized usage of the facility or any harm which may be caused to such customer because of such sharing at any time.

4.5 Agrees that the Bank is authenticating the Customer at the time of installation by OTP /auto generated SMS or both and at the time of subsequent usage by PIN and that such authentication would be sufficient for protection of the customer transactions. The customer is solely responsible for maintenance of the secrecy and confidentiality of the PIN without any liability to the Bank. The Bank at its discretion may adopt other authentication of electronic records and the same will be acceptable and binding on the customer.

4.6 Only registered mobile number is required for registration of DigiPurse and that no other information is sought by the bank.

## **5.0 Miscellaneous**

5.1 Customer shall be required to acquaint himself/herself with the process and terms & conditions stated in this Contract for using the facility and that he/she shall be responsible for any error made while using the facility.

5.2 Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the facility are at its sole discretion.

5.3 Customer hereby authorizes the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.

5.4 Customer understands that the Bank may send rejection or cannot process the request messages for the service request(s) sent by the Customer which could not be executed for any reason.

5.5 Bank shall make all reasonable efforts to ensure that the customer information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of Customer information for reasons beyond its control or by action of any third party.

5.6 Customer expressly authorizes the Bank to carry out all requests purporting to have been authenticated with his/ her PIN.

5.7 It is the responsibility of the Customer to advise the Bank of any change in his mobile number or loss/ theft of mobile phone by adopting the procedure laid down by the Bank for the purpose.

5.8 Mobile Service Provider of the customer may levy charges for each SMS / GPRS and the Bank is not liable for any dispute that may arise between Mobile Service Provider and the Customer.

## **6.0 Fee structure for the Facility:**

At present, Bank does not charge any fee for offering this DigiPurse Facility. Bank reserves the right to charge the Customer fee for the use of the services provided under the facility and change the fee structure at its discretion.

Display of such charges on Bank's website would serve as sufficient notice and the same is binding on the customer.

## **7.0 Accuracy of Information:**

It is the responsibility of the Customer to provide correct information to the Bank through the use of the facility or any other method. In case of any discrepancy in information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

Customer understands that the Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold the Bank responsible for any errors or omissions that may occur due to reasons beyond the control of the Bank.

Customer accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and shall not have any claim against the Bank in the event of any loss/ damage suffered as a consequence of an inaccurate information provided by the Bank.

## **8.0 Responsibilities and obligations of the customer**

8.1 The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone.

8.2 The Customer will use the services offered under facility using the PIN in accordance with the procedure as laid down by the Bank from time to time.

8.3 The Customer shall keep the PIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the services.

8.4 It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the PIN. He will also immediately initiate the necessary steps to change his PIN.

8.5 If the mobile phone or SIM is lost, the customer must immediately take action to de-register/ uninstall Union Bank DigiPurse

8.6 The Customer shall keep himself/herself updated with regard to any information/ modification relating to the services offered under the facility which would be publicized on the websites and at the branches and would be responsible for the same.

8.7 The Customer shall be liable for all loss on breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank immediately about any unauthorized access in the Account.

8.8 The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the facility is availed and the Bank does not accept/ acknowledge any responsibility in this regard.

8.9 The Customer is advised to be prudent in downloading content through blue-tooth and ensure that proper anti-virus software is used from time to time to remove malware residing in the hand-set.

## **9.0 Disclaimer**

The Bank, when acting in good faith, shall be absolved of any liability in case:

9.1 The Bank is unable to receive or execute any of the requests from the Customer or there is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality due to reasons beyond the control of the Bank.

9.2 There is any kind of loss, direct or indirect, incurred by the Customer or any other person due to any failure or lapse in the facility which are beyond the control of the Bank.

9.3 There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of the Bank which may include technology failure, mechanical breakdown, power disruption, etc.

9.4 There is any lapse or failure on the part of the Mobile Service Provider or any third party affecting the said facility and that the Bank makes no warranty as to the quality of the service provided by any such service provider. The Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the facility.

9.5 The Bank will not be responsible if Bank's DigiPurse application is not compatible with/ does not work on the mobile handset of the Customer.

## **10.0 Indemnity:**

In consideration of the Bank providing the facility, the Customer agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant hereto. The Customer shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given by the Customer or breach of confidentiality.