

भारत सरकार का उपक्रम

A Government of India Undertaking





Application-cum-Declaration for



Name of the Corporate:	
IEC Code:	
PAN Number:	
LEI Number:	





SOLID	
Branch Name	
CIF ID	

Union Bank of India Trade Finance Corporate Portal (Trade Nxt) cum Declaration form for New Registration / Modification Request

- We would like to avail of/ are availing the Union Bank of India Trade Finance Corporate Portal(Trade Nxt) having facilities for product and services such as Letters of Credit, Bank Guarantees, Bills, Packing Credit, Remittances and other products.
- 2. We wish to register the following users for the company/corporate for accessing corporate portal. The 'ADMIN' user (administrator) will have rights for maintenance of their fellow users such as to add further users within the corporate ID and assign roles and rights to users within the Corporate ID. ADMIN user will also have rights to adjusting system jurisdiction to suit the characteristics of their company; and maintenance of some static data shared by all users in the company.

User Details:

S.No	Name	Email	Mobile	USER ID	Profile
					ADMIN
					Normal

Important Instructions:

- We have read and understood the Terms and Conditions regarding the Union Bank of India Trade Finance Corporate Portal (Trade Nxt), in respect of Letters of Credit, Bank Guarantees, Bills, PC, Remittances and other products and services that Union Bank of India offers and hereby agree to abide by them.
- We hereby declare that all information and particulars submitted in this application are true, correct and up to date in all respects, and we have not withheld any information in this regard.
- We undertake to provide further information required by Union Bank of India in this regard and execute any further documents as may be required by, and further undertake to forthwith inform Union Bank of India of any change in the information given in this application.
- We understand and consent to the fact that Union Bank of India reserves the right to refuse any
 application or can discontinue the facility at, any time, at its sole discretion, without providing a
 reason therein.
- These product and services of Union Bank of India shall be provided subject to the applicable rules, regulations, laws and as amended from time to time.

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- We are also aware that Union Bank of India shall not be liable for any loss/risk which may arise on account of the transactions executed using the Union Bank of India Trade Finance Corporate Portal (Trade Nxt).
- We are aware that Union Bank of India does not seek any information relating to login id/ password in any form including through e-mails from its clients.
- I/we agree and undertake that I/we shall never part with any sensitive information especially through internet/ e-mail / phone or any other medium.
- I/We further agree and confirm that Union Bank of India shall not be liable for any losses which
 may arise on account of my/our sharing/disclosing of login Id and password in relation to the
 Union Bank of India Trade Finance Corporate Portal (Trade Nxt)_to anyone, nor shall make
 claims on Union Bank of India for any unauthorized use.
- We shall take all precautions to protect our Union Bank of India Trade Finance Corporate Portal (Trade Nxt) details so as to avoid any unauthorized use.
- I/we undertake and understand that hacking is a cybercrime and shall not involve in the same and shall not post any unwarranted material on the Union Bank of India Trade Finance Corporate Portal (Trade Nxt) Service Terminal.
- I/we undertake to submit the original documents related to Trade Finance transactions to respective Union Bank of India Branch/ B-Category branch wherever applicable and sought for after submission of request in Union Bank of India Trade Finance Corporate Portal (Trade Nxt) along with necessary stampings (wherever applicable stamp duty paid).
- While submitting physical documents to the branch, we will clearly mark documents as "Trade Nxt confirmation documents under (ref no)" and avoid duplication.

Signature with Authorized Signatory Seal:

AS 1 (with seal)	AS 2 (with seal)	AS 3 (with seal)	AS 4 (with seal)	AS 5 (with seal)
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Sign	Sign	Sign	Sign	Sign

AS 6 (with seal)	AS 7 (with seal)	AS 8 (with seal)	AS 9 (with seal)	AS 10 (with seal)
Name	Name	Name	Name	Name
Sign	Sign	Sign	Sign	Sign

Date:

Place

Notes:

- Board Resolution (BR) as per Union Bank of India's format to be submitted along with this application
- In case of Partnership firms, application form to be signed by all the partners
- For additional authorized signatories, separate sheet may be enclosed as annexure





SOL ID	
Branch Name	
CIFID	

FOR BRANCH USE ONLY

- Mode of operation of the account and signatures of the client is verified and we hereby confirm that the authorized users for Union Bank of India Trade Finance Corporate Portal (Trade Nxt) are in conformity with the Board Resolution/Power of Attorney/Mandate for operating the account.
- The account is KYC complied (for not more than 2 years) as per the extent guidelines issued by RBI & internally by bank. The latest KYC compliance date of the account is

Authorized Signatory	
Email ID:	
Branch: Date:	

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Trade Finance Corporate Portal (Trade Nxt): Terms & Conditions

I. Definitions

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

- Bank refers to Union Bank of India, a company incorporated in India under the Companies Act, 1956 and having its registered office including any branch / office thereof. The term includes the successors and assigns of the Union Bank of India.
- Trade Finance Corporate Portal (Trade Nxt) is an online channel of Union Bank of India for trade finance transaction through which the Bank offers Letters of Credit, Bank Guarantees, Bills, PC, Remittances and other products and services
- CLIENT/Customer (Client & Customer are interchangeable) and refers to a corporate customer/retail customer/an individual of Union Bank of India availing Trade Finance Corporate Portal (Trade Nxt).
- iv. USER refers to a person authorized by the CLIENT who would be actually operating the service as agent of the CLIENT. The authorization shall mean:
- In the case of CLIENT being a Company- public or private or LLP, by way of Board Resolution, and
- vi. In the case of a CLIENT being any other legal body, including proprietorship, firm, or anything other than a company, the person or persons having substantial power of management and control, by way of Power of Attorney or Mandate will be allowed to have access to Trade Finance Corporate Portal (Trade Nxt)_and the said authorization, will be registered with Union Bank of India.
- vii. Any communication addressed to the USER by Union Bank of India. is deemed to have been addressed to the CLIENT as well. Similarly, any communication and/or action of the USER through Trade Finance Corporate Portal (Trade Nxt) will be legally binding on the CLIENT.

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- viii. ACCOUNT refers to the CLIENT'S Current Account/ Loan account and/or any other type of account so designed by Union Bank of India to be eligible account(s) for operations through the use of Trade Finance Corporate Portal (Trade Nxt). The account(s) for which the Trade Finance Corporate Portal (Trade Nxt) is availed should be in the name of the CLIENT.
- CLIENT INFORMATION refers to the information about the CLIENT obtained in connection with the Trade Finance Corporate Portal (Trade Nxt).
- TERMS refer to the conditions for use of Trade Finance Corporate Portal (Trade Nxt) service of the Bank as specified in this document.
- Transaction shall mean an agreement entered between Union Bank of India and the Client using/or through Trade Finance Corporate Portal (Trade Nxt).
- Website refers to any website as may be notified by Union Bank of India from time to time for availing the Trade Finance Corporate Portal (Trade Nxt).

II. Interpretation

- All references to the user in masculine gender shall be deemed to include feminine gender also and vice versa.
- All references to the singular include plural and vice versa.
- All references to any enactment, rules, regulations and/or other law shall include any amendments, modifications or replacement for the time being in force.
- The headings in this Terms and Conditions are merely for convenience and do not affect its interpretation.

III. Applicability of Terms and Conditions

These Terms and Conditions form part of the contract between the Client and the Bank. By applying for Trade Finance Corporate Portal (Trade Nxt) and accessing the Service, the Client acknowledges and

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accepts these terms and conditions and agrees to comply with the stipulations herein at all times. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the Client.

IV. Application for Trade Finance Corporate Portal (Trade Nxt)

- The Bank may, at its sole discretion, extend Trade Finance Corporate Portal (Trade Nxt) to Clients who have filled in the Application.
- ii. The customer would need to be an internet user or should have legal access to the internet and should possess knowledge of how the internet works. Union Bank of India will advise from time to time about the internet software such as Browser and other details, which are required for using Trade Finance Corporate Portal (Trade Nxt). There will be no obligation on Union Bank of India to support all the versions of this internet software.

V. Trade Finance Corporate Portal (Trade Nxt)

- i. For the purposes of availing the Trade Finance Corporate Portal (Trade Nxt) the Client shall have to apply for Corporate Login. The client through its authorized person shall be allotted a Login ID and a Password by the Bank. This will be required for the purposes of validating the Client's personal identification details. The Bank shall act upon the instruction/request placed by the USER only after the Client's credentials have been verified in the above manner to the satisfaction of the Bank.
- ii. The Client acknowledges, represents, and warrants that the password which will be issued to it, provides access to the Client's account and that the Client is the sole and exclusive owner and is the Authorized user of such Password and accepts responsibility for use, confidentiality and protection of the Password, as well as for all orders placed/instructions issued and modification entered into Client's account using such Password. The Client grants express authority to the Bank for carrying out the Transactions and instructions authenticated by the Password. The Client agree to defend, indemnify and hold Union Bank of India its directors, officers, employees, Affiliates Partners, and Content and Service Providers harmless from any and all claims, liabilities, damages, costs, expenses and proceedings, including reasonable attorneys' fees, arising in any way from your use of the Website or the placement or transmission of any message,

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information, software or other materials through the Website by the Client or users of ID of the Client and password or related to any violation of the Terms and Conditions by the Client or users of ID of the Client and password.

iii. The Client irrevocably and unconditionally authorize the Bank, to access all information relating to the Client (including personal information and information relating to access and use of the Website and Facilities by the Client and the transactions entered by the Client). Subject to the Privacy Statement, all information submitted on or via the Website shall be deemed to be and remain the property of the Bank; and the Bank shall be free to use for any purpose, any ideas, concepts, know-how or techniques contained in any information Client may provide to or through the Website. The Bank shall not be subject to any obligations of confidentiality regarding submitted information except as otherwise expressly agreed by it directly with the Client. The Bank shall be deemed to acquire from the Client a non-exclusive, world-wide, perceptual, irrevocable, royalty free license to use, adapt, reproduce, modify, publish, translate, create derivative works from, distribute, perform, or display any ideas, concepts, know-how or techniques contained in any information provided by the Client to or through the Website.

VI. Representations and Warranties

The Client represents to Union Bank of India (which representations would be deemed to be repeated by the Customer on each date on which a Transaction is entered into or a Confirmation related to document submission, rate confirmation, or any clarification submission against query raised by the Bank is exchanged at all times until the termination of the Trade Finance Corporate Portal (Trade Nxt) that:

- The Client is acting on its own account and has made its own independent decisions to enter into
 the Transactions and is capable of assessing the merits of such transaction and has received
 professional advice on such understanding, and understands and accepts, the terms, conditions
 and risks of the Transactions.
- The Customer has the competence and power to avail the Trade Finance Corporate Portal (Trade Nxt) and enter Transactions pursuant to it.
- The Customer has done all acts, conditions and things required to be done, fulfilled, or performed, and all authorizations required or essential for the purposes of availing the Trade

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Finance Corporate Portal (Trade Nxt) or for the performance of obligations herein have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorization has been, or is threatened to be, revoked or cancelled.

iv. The entry into, delivery and performance by the Customer of the Transactions do not and will not conflict: (a) with any law; (b) with the constitutional documents of the Customer, if any; or (c) with any document which is binding upon the Customer or on any of his/her assets and (d) that in entering into the Transaction and performing its obligations there pursuant to Trade_Finance Corporate Portal (Trade Nxt), the Customer is in full compliance with all applicable laws, rules and regulations including the RBI/FEMA regulations in effect from time to time and the Customer shall do all acts and furnish to Union Bank of India all required documents in order to ensure compliance with such regulations.

VII. Instructions

Client is also responsible for the accuracy and authenticity of the instructions so provided to the Bank and the same shall be considered by the Bank to enable the Client to operate the Trade Finance Corporate Portal (Trade Nxt). The Bank shall not be required to independently verify the instructions and an instruction once given is effective unless countermanded by a further instruction before the execution of a Transaction. The Bank shall have no liability if it does not or is not able to stop or prevent the implementation of the initial instructions. Where the Bank considers the instructions to be inconsistent or contradictory, it may seek a clarification from the Client. The Bank may from time to time require other means of authentication. The Client shall also comply with such guidelines, instructions or terms as the Bank may prescribe from time to time with respect to the Trade Finance Corporate Portal (Trade Nxt) facility.

VIII. Use of Electronic Media

The Client understands that any correspondence/delivery by the Bank of any instructions or the Bank's communications interalia including details of a particular Transaction may be made using electronic means. In the event that electronic means are not available for any reason whatsoever, then the Client shall confirm the Transaction in a manner as may be decided by the Bank. The Bank shall in no way be held responsible for any non-receipt/delay of the correspondence sent using electronic means.

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IX. Trade Finance Corporate Portal (Trade Nxt) Transactions

- The Client may, subject to the Bank's sole discretion and compliance with the Terms and Conditions prescribed, from time to time, place instruction for the following kinds of Transactions in real time: Letter of Credits, Bank Guarantees, Bills, Remittances; such other transactions, products or services as may be offered from time to time.
- All Transactions shall be denominated in such currencies as permitted by the Bank for dealing through Trade Finance Corporate Portal (Trade Nxt).
- iii. Transactions will be carried out on the same day if received by the Bank before cut-off time in the software, i.e., time for taking rates from dealing room or any other time subject to change from time to time at the sole discretion of the bank. Post cut off; transactions will be handled on next working day.
- iv. All original documents along with applicable stamping (wherever applicable), shall be submitted to the respective Union Bank of India Branch/ B-Category branch wherever applicable by the client within two working days from the date of initiation of transaction in the Trade Finance Corporate Portal (Trade Nxt).
- v. The Bank shall not be held liable for any action taken by the bank based on the instructions sent through Trade Finance Corporate Portal (Trade Nxt). The Bank shall not be bound to act upon the requests, which are illegible. In such cases if the bank proceeds to carry out the instruction on the basis of the banks understanding, such action shall be treated as final and binding on the Client. The Bank is not liable to take note or act on any instruction received from any person other than the authorized persons allowed to have access to Trade Finance Corporate Portal (Trade Nxt) by means of a Board Resolution/Power of attorney/Mandate. The indemnity shall be binding on our successors assign/legal heirs, executor/etc.
- vi. It is understood that the transmission of all instructions and communications via Trade Finance Corporate Portal (Trade Nxt) is entirely at our own risk. The Bank shall in no way be held responsible for any non-receipt/delay of the instructions and communications sent through this facility.

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- vii. The Bank will not be responsible for any failure / rejection of instruction due to lack of availability of time for execution of such instructions. The Bank will also not be liable for the consequences, or any losses incurred by the Company, in case where multiple requests for the same instruction has been sent by the Company to the Bank. In such cases, the Client agree that it is the Company's responsibility to verify facts and if it is repetition, in the subsequent request, it has to be brought to the notice of the Bank immediately.
- The product and services of the Bank shall be offered subject to the application laws, regulations as amended from time to time.

X. Record of Transactions

The display or printed output that is produced by the Client at the time of operation of the website is a record of the operation of the internet access and shall not be construed as record of the Transactions. Record of Transactions maintained through computer systems of the Bank shall be conclusive and binding for all purposes.

XI. Monitoring/Recording of Phone Calls and Emails

The Client agrees that the Bank, at its sole discretion, and without further prior notice to the Client, shall have the right to monitor and record any or all telephone conversations or electronic communications between the Client and the Bank and any of its employees or agents.

XII. Banks Fees/Lien

The Bank Reserves the right to levy charges/fees along with all applicable taxes for providing the Trade Finance Corporate Portal (Trade Nxt), The Client shall be liable to pay and bear the cost of communication charges incurred by him in availing of the Trade Finance Corporate Portal (Trade Nxt). The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Client's accounts, to the extent of all outstanding dues, arising as a result of the usage of the Trade Finance Corporate Portal (Trade Nxt) extended to and used by the Client.

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Sign:	Sign:	Sign:	Sign:	Sign:





XIII. Disclaimers and Limitation of Liability

- i. Except as expressly stated in the Terms and Conditions, Union Bank of India expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the Services. Union Bank of India does not warrant that access to the website and the Trade Finance Corporate Portal (Trade Nxt) will be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the website or use of the Trade Finance Corporate Portal (Trade Nxt) or as to the accuracy or reliability of the same. Union Bank of India makes no warranty regarding the Transactions entered into through the website. Union Bank of India will not be liable for any virus that may enter the Client's system as a result of the Client using the Trade Finance Corporate Portal (Trade Nxt). Union Bank of India does not guarantee to the Client or any other third party that the Trade Finance Corporate Portal (Trade Nxt) would be virus free. The Client expressly agrees that use of the website is at its sole risk. The website is provided on an "as is" and "as available" basis.
- ii. The Client alone shall be liable for any loss from unauthorized transactions through the Trade Finance Corporate Portal (Trade Nxt) if he has breached the terms or contributed or caused the loss by negligent actions. The Bank shall in no way be liable for any loss or damage that may occur due to hacking of the account by any persons, which fits the definition of Cyber Related Crime as applicable in India and accepted internationally. The Bank shall under no circumstances be liable for any direct, indirect, incidental, and consequential damages and irrespective of whether any claim is based on loss of revenue, investment, goodwill, profit interruption of business or any other loss of any other character or nature and whether sustained by the Client or any other person. The Bank shall not, under any circumstances, be liable for any loss suffered by the Client on account of non-execution of any Transaction as requested by the Client over the phone.
- iii. It is understood and agreed by the Client in the event the Client revokes the authority of an existing Authorized user, changes its user access profile/authorizes a new user, the same shall be done only after giving a resolution/mandate in the format prescribed by Union Bank of India. Any such change in the Authorized Client, shall in no manner affect/alter the applicability of the terms and conditions applicable to Trade Finance Corporate Portal (Trade Nxt) and as may be prescribed by Union Bank of India from time to time for availing the Trade Finance Corporate Portal (Trade Nxt) to the Client and the same shall continue to apply. In the event of such change in the Authorized user, the Customer shall immediately request Union Bank of India to disable the user access.

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XIV. Force Majeure Clause

The Bank shall in no way be held liable by the Client if Trade Finance Corporate Portal (Trade Nxt) access is not available in desired manner for reasons not limited to but including natural calamity, floods, fire and other natural disasters of any kind, legal restraints, faults in the telecommunication network or internet or network failure, power breakdown or UPS breakdown, software or hardware failure and or error or any other reason beyond the reasonable control of the Bank.

XV. Indemnification

The Client shall indemnify and hold the Bank harmless against all actions, claim (including third party claims), demands, proceedings, losses, damages, costs, charges, and expenses whatsoever which the Bank may at anytime incur, sustain, suffer or be put to as a consequence of or by reason of:

- breach of the Terms and Conditions by the Client; and/or
- any acts or omissions or negligence or misconduct on Union Bank of India's part; including its officers, employees, agents, and/or representatives.

XVI. Governing Law

These Terms and Conditions are governed by and construed in accordance with the Indian law. Any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Mumbai in India and the Client irrevocably submits to the non-exclusive jurisdiction of such courts and tribunals. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than the Republic of India. The mere fact that the Trade Finance Corporate Portal (Trade Nxt) can be accessed in a country other than India shall not be interpreted to mean that the laws of the said country shall govern these Terms and Conditions.

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XVII. Non-Transferability

The grant of the Trade Finance Corporate Portal (Trade Nxt) is not transferable under any circumstances and shall be used only by the Client.

XVIII. Waiver

The failure on the part of the Bank to insist upon the performance of any terms and conditions as contained herein, to exercise any right or privilege conferred hereunder shall not be construed as a waiver on the part of the Bank of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

XIX. Amendment of Terms

The Bank has the absolute discretion to amend or supplement any of the terms and conditions at any time. The Bank will endeavor to give notice of the same by email or by displaying the amended terms and conditions on the website or in any other manner, it may deem fit, and such amended terms and conditions will thereupon apply to and be binding on the Client from that date.

XX. Termination of Trade Finance Corporate Portal (Trade Nxt)

The Client may request for termination of the Trade Finance Corporate Portal (Trade Nxt) anytime by giving a notice of at least 15 days to the Bank. However, the Bank may disable the Trade Finance Corporate Portal (Trade Nxt) immediately at its discretion. The Client will remain responsible for any transactions made on his Trade Finance Corporate Portal (Trade Nxt) through the Service prior to such time of cancellation/termination of the service. The Bank may withdraw the service at any time provided the Client is given a notice of 30 days However, if the Client has committed breach of these terms and conditions, the Bank shall have the right to suspend or terminate the service without prior notice.

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XXI. Intellectual Property Rights

Trade Finance Corporate Portal (Trade Nxt), logo, service mark and contents are the property of Union Bank of India. The content and/or information on the Website including but not limited to any text, images, illustrations, audio clips, video clips and screens appearing on the Website are owned by Union

Bank of India. All rights on the Website are reserved and the Client may not download and/or save a copy of the Website or any part thereof including any of the screens or part thereof and/or reproduce, store it in a retrieval system or transmit it in any form or by any means - electronic, electrostatic, magnetic tape, mechanical printing, photocopying, recording or otherwise including the right of translation in any language without the express permission of Union Bank of India (except as otherwise provided on the Website or in the Terms and Conditions for any purpose) or use it in any manner that is likely to cause confusion or deception among persons or in any manner disparages or discredits Union Bank of India. However, the Client may print a copy of the information on this Site for their personal use or records. This site is for personal use. If the client makes other use of this site, except as otherwise provided above, the Client may violate copyright and other laws of India and other countries and may be subject to penalties. Union Bank of India does not grant any license or other authorization or user of its trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property by placing them on Website.

The undersigned has been authorized to sign this agreement on behalf of the Client / Company.

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