

Website Social Media Policy ("policy")

BY POSTING ON ANY PUNE MERCHANTS CO-OPERATIVE BANK LTD. SOCIAL MEDIA SITE YOU AGREE TO THESE TERMS. Pune Merchants Co-Operative Bank Ltd. ("Bank") has opened publicly facing pages on social media sites for viewing content and/or videos and posting comments about Bank. These social media sites include but are not limited to various blogs, bulletin boards, networks, multi-media and news media sites or other user generated content sites ("Social Media Sites"). By accessing, viewing and/or posting any content related directly or indirectly to Bank on any Social Media Site on the internet, you accept, without limitation or qualification, the following terms of use. If you do not agree to the terms of this Policy, you may not view or post any content to any Social Media Site on the internet. Your use of Social Media Sites is acceptance of this Policy and has the same effect as if you had actually physically signed an agreement.

1. You must be at least 18 years old to post any content on any Social Media Site.
2. You are prohibited from posting any content that is personal information on any Social Media Site. You are also prohibited from using the Social Media Site to provide Bank advice or Bank commentary on behalf of any authority or to use the Social Media Site to make, recommend or increase referrals for personal use or against Bank
3. If you are a Bank employee you must adhere to Bank post on the Bank Intranet site.
4. As a guest posting content to any Social Media Site on the internet, you agree that you will not: violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws regarding any content that you send or receive via this Policy; transmit any material (by uploading, posting, email or otherwise) that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, libelous, or is an invasion of another's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined in Bank's discretion; impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; transmit any material (by uploading, posting,

email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships; transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising (including advertising of non existing Bank services or products), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; transmit any material (by uploading, posting, email or otherwise) that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent; or to share confidential pricing information of any party.

5. Bank reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any Social Media Site, at any time, without notice and for any reason and in its sole discretion. Bank may remove, delete, block, filter or restrict by any other means any materials in Bank's sole discretion. You understand and agree that Bank may disclose your communications and activities with Bank in response to lawful requests by governmental authorities, including any Act requests, judicial orders, warrants or subpoenas, or for the protection of Bank rights. You agree that in the event that Bank exercises any of its rights hereunder for any reason, Bank will have no liability to you.
6. By posting any content on any Social Media Site, you grant to Bank the irrevocable right to reproduce, distribute, publish, display such content and the right to create derivative works from your content, edit or modify such content and use such content for any Bank purpose.
7. You shall defend, indemnify, and hold Bank and its corporate affiliates and their respective officers, directors, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements,

costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your posting of any content to a Social Media Site, any third party claims of infringement or any breach of this Policy.

8. YOU EXPRESSLY ACKNOWLEDGE THAT YOU ASSUME ALL RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY, AND CONFIDENTIALITY RISKS INHERENT IN SENDING ANY CONTENT OVER THE INTERNET. By its very nature, a website AND THE INTERNET cannot be absolutely protected against intentional or malicious intrusion attempts. Bank does not control the THIRD PARTY SITES AND THE Internet over which you may choose to send confidential personal or health information OR OTHER CONTENT and, therefore, BANK DOES NOT WARRANT ANY SAFEGUARD AGAINST ANY such interceptions or compromises to your information. When posting any content on an internet site, you should think carefully about your own privacy in disclosing detailed or private information about yourself and your family. FURTHERMORE, BANK DOES NOT ENDORSE ANY PRODUCT, SERVICE, VIEWS OR CONTENT DISPLAYED ON THE SOCIAL MEDIA SITE.
9. You agree that any claim or dispute relating to your posting of any content on a Social Media Site on the internet shall be construed in accordance with the laws of Pune, India without regard to its conflict of law's provisions and you agree to be bound and shall be subject to the exclusive jurisdiction of the local, state courts located in India.
10. You may not provide any content to a Social Media Site that contains any product or service endorsements or any content that may be construed as political lobbying, solicitations or contributions or use the Social Media Site to link to any sites or political candidates or parties or use the Social Media Site to discuss political campaigns, issues or for taking a position on any legislation or law.

11. LIABILITY:

- a. Any use of social media for malicious activity or transmission of obscene material is strictly prohibited. In case of occurrence of such events the person if found guilty will be liable under Information Technology Act 2000(ITA) and Information

- Technology Act Amendments(ITAA) and other subordinating governing laws.
- b. Your use of Social Media for stealing the Confidential Data or Sensitive personal information from the Bank resources and or any other areas may lead to Data Confidentiality breach and the guilty will be liable under ITA 2000 and ITAA and other subordinating governing laws.
 - c. Use of Social Media for any breach and or any malicious activity that including the activities that harm the Bank or result in events of loss of integrity and or any other events that are considered harmful or non tolerant will result in liability not limited to ITA 2000 and ITAA but also other governing laws.

12. PRIVATE & CONFIDENTIAL

- a. Users must spell check all Social media posts or activities related to Bank, prior to transmission
- b. BANK reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over either the electronic mail system or any social media platform use for Bank for any purpose. All computer pass codes must be provided to (managers/supervisor/named position). No pass code may be used that is unknown to the BANK'S.
- c. Any exception to this policy must receive prior approval from your manager.

13. DATA PROTECTION LAWS IN INDIA & YOUR LIABILITY

- a. Data Protection refers to the set of privacy laws, policies and procedures that aim to minimize intrusion into one's privacy caused by the collection, storage and dissemination of personal data. Personal data generally refers to the information or data which relate to a person who can be identified from that information or data whether collected by any Government or any private organization or an agency
- b. It is important to note that there is no upper limit specified for the compensation that can be claimed by the affected party in such circumstances.

14. YOUR LIABILITIES (AS PER INFORMATION TECHNOLOGY ACT, 2000)

- a. The Information Technology Act, 2000 (hereinafter referred to as the "IT Act") is an act to provide legal recognition of electronic data interchange and other means of electronic communication
- b. The scope of Section 69 of the IT Act includes both interception and monitoring along with decryption for the purpose of investigation of cyber crimes.

- c. Penalty for Damage to Computer, Computer Systems, etc imposes a penalty of INR 10 Cr inter alia, for downloading data without consent.
- d. Tampering with Computer Source Documents as provided for under the IT Act, 2000 shall be punishable with imprisonment up to three years, or with fine which may extend up to INR 2Cr, or with both.
- e. Computer related offences shall be punishable with imprisonment for a term which may extend to three years or with fine which may extend to five lakhs rupees or with both".
- f. Penalty for Breach of Confidentiality and Privacy shall be imprisonment for a term which may extend to two years, or with fine which may extend to INR 100,000, or with both.
- g. Employees who violate this policy are subject to discipline, up to and including dismissal or legal action. The Bank prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

15. THIS POLICY MAY BE UPDATED AT ANY TIME WITHOUT NOTICE, AND EACH TIME A USER ACCESSES A SOCIAL NETWORKING SITE, THE NEW POLICY WILL GOVERN, USAGE, EFFECTIVE UPON POSTING. To remain in compliance, Bank suggests that you review the Policy, as well as the other website policies, at regular intervals. By continuing to post any content after such new terms are posted, you accept and agree to any and all such modifications to this Policy.

- 16. This policy supports the other existing policy on the website and User must also review the other website policy.
- 17. If you have any queries relating to any posting or your action towards Bank's Social Media sites please contact us at: _____