

# Pune Merchants Co-operative Bank Ltd

257, Budhwar Peth, Shri Shivaji Road,(Opp.Shrimant Dagdusheth Halwai Ganapati Mandir) Pune  
411002.

## Terms and Conditions for Website

These terms and conditions set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Service. All the terms and conditions of this agreement are legally binding, so please read them through carefully before you agree to be bound by them. The following Terms & Conditions govern your use of the Pune Merchants Co-operative Bank Ltd (PMCBL) (the "Bank") website ([www.pmcbl.com](http://www.pmcbl.com)) herein referred to as "Website" in these Terms & Conditions.

### **1. Definitions:**

In this contract, unless the context otherwise requires,

**(a) Account(s) - "Account"** means Savings Bank Account or Current Bank Account or Fixed Deposit Account, Recurring Account, Loan Account or any other type of account

**(b) Affiliate - "Affiliate"** means a person engaged by the Bank on any term and condition with a view to provide, facilitate, promote or excel any service by or in respect of internet banking.

**(c) Bank - "Bank"** means The Pune Merchants Co-operative Bank Ltd (PMCBL), registered under the registered under the Maharashtra Co-operative Societies Act, 1960 and having its Registered Office at: 257, Budhwar Peth, Shri Shivaji Road,(Opp.Shrimant Dagdusheth Halwai Ganapati Mandir) Pune 411002 and includes its successors, executors, administrators, assigns and any other person claiming through it.

**(d) Home Branch - "Home Branch"** means any of the branches of the Bank, with which the User has been maintaining his Account.

**(f) Mailing Address - "Mailing Address"** means a postal address as well as email address, registered by the User with the Bank, upon which any communication, whether in the form of document or in physical form or in an electronic form, is presumed to have been delivered and received by the User from the Bank.

**(g) Password - "Password"** means any word, phrase, figure or number, either assigned by the Bank or chosen by the User for the purposes of identification and for security of any Account and information, directions, instructions, advise or communication between the Bank and the User.

**(h) Person - "Person"** means and includes any individual, company, body corporate, association or body of persons, whether incorporated or not.

(i) Personal Information - "Personal Information" means information furnished by the User to the Bank.

(j) User - "User" means the Account holder, having attained the age of majority, that is to say completion of 18 years and having legal, valid and due authorization by the Bank to use and avail of banking facility. The term User also means and includes a Guardian, whether natural or appointed by WILL or by any competent court, in case of any Account of minor having the age below 18 years.

(k) Website - "Website" means website established, owned and maintained by the Bank.

(l) The words and expressions used herein but not defined specifically in this Agreement, but defined in the Information Technology Act, 2000 and the rules made there under, shall have the same meaning respectively assigned to them therein.

(m) The words used herein but not defined in this Agreement and in the Information Technology Act, 2000 and the rules made there under, shall with their cognate expressions and grammatical variations; have the same meaning as provided in the Indian Contract Act, Indian Evidence Act, Bankers Books Evidence Act 1891, Banking Regulation Act 1949, Reserve Bank of India Act 1934, or any other relevant law, as the case may be.

## **2. Interpretation Clause:**

(a) Gender: Unless the contrary appears from the context, the word he/she and its derivatives are used of any person whether male or female.

(b) Numbers: Unless the contrary appears from the context, the words importing the singular number include the plural number and the words importing the plural number include the singular number.

## **3. Applicability of Terms and Conditions:**

3.1 For the purposes of availing of banking facility from the Bank, the User shall apply in the Form, prescribed by the Bank, having duly and completely filled in, signed and submitted by the User to the Bank and further on having acknowledged, scrutinized, approved and accepted such application by the Bank, in writing, and informed accordingly to the User. Such application shall be submitted by the User to his home branch. Mere submission of such application by the User to the Bank, without any written communication by the Bank to the User, cannot be construed as grant of banking facility.

3.2 The User shall submit all the documents in physical form and comply with all the requirements as instructed to him by the home branch along with his application for banking facility.

3.3 Bank has and shall have an absolute discretion either to accept or reject the application, as contemplated in Clause No. (3.1) without assigning any reason.

3.4 The Bank may in its absolute discretion maintain the record of all or any of the transaction/s whether in physical form or in an electronic form and the same shall be admissible in evidence in any proceeding, whether initiated by the Bank or against it.

3.5 The User is and shall always be bound to ensure that, the banking facility and/or any other related facilities and services are not used for anything, which is illegal, irregular, improper, immoral or against the interest of and sovereignty of India or against the public policy.

3.6 The User shall always strictly adhere to the security systems, security procedures, instructions and advises issued by the Bank from time to time, so as to minimize the risks involved in banking.

3.7 The User is and shall always be bound to procure and maintain, at his own cost and risk, standard, legal and licensed hardware, software and any other equipment related to the computer and proper installation thereof, with reference to the banking.

3.8 The User is at liberty to insure his hardware, software, other equipments and the banking facility or any other item, work or thing from any reputed and reliable insurance company.

3.9 Notwithstanding anything contained herein, in case the User fails to take due and reasonable care and caution in respect of banking facility and as a result of which, the User is put to any loss or damage to his data, information, software, computer hardware, telecommunication or any other equipment or any other loss in terms of money or in terms of business or reputation or otherwise; and the Bank shall not be liable or responsible for any damage or loss to the User whatsoever in such event.

#### **4. BANKING FACILITY ACCESS:**

4.1 The Bank shall assign or allot User ID to the User and two secret passwords- one for login and another for transaction entry at the first instance. However, the User is obliged to change such password assigned by the Bank at the earliest possible so as to maintain secrecy of his internet banking.

4.2 The User shall not email, transmit and disclose his password, whether assigned by the Bank at the first instance or generated by the User from time to time, or otherwise, PIN or any other vital information to any person and shall maintain absolute secrecy or confidentiality thereof. In case, the User does so for any reason or on any occasion and as a result of which, the User is put to any loss, liability, responsibility, risk or peril of whatsoever nature, the same shall be borne, paid and suffered by the User only.

4.3 It is hereby admitted, agreed, confirmed and declared by the User and the Joint Account holders, as the case may be, that he/they has/have got himself/themselves well conversant with the practice, procedure, rules, regulations, risks and precautionary measures in banking facility and has/have voluntarily, out of his/their free will and consent, opted for availing of the internet banking. The User and/or Joint Account holders shall maintain a good rapport with the Home Branch of the bank, especially in case of any need of

consultation or any contingency affecting the interest of the User and/or Joint Account holders and/or the bank.

#### **5. BANKING FACILITY PASSWORD:**

5.1 It is hereby agreed, accepted, acknowledged, represented and declared that, the password issued to the User by the Bank for access to his Account, is and shall be solely and exclusively owned by the User alone and it is his responsibility to use, preserve and maintain confidentiality of and protection to the password as well as any order, instruction, information or action, based upon the password and access to the Account of the User as well as change in the information including change of address of the User.

5.2 The User hereby authorizes the Bank for carrying out transactions and instructions on the strength of such password.

5.3 In case the User forgets or is unable to recollect the password related to his banking facility or in case of blockage of access to the internet banking, as a result of use of incorrect password, consecutively for three times, the User is bound to obtain a new password from the Bank. Such new password does not mean commencement of new contract or opening of new Account.

5.4 It is hereby agreed by and cautioned to the User that under **no circumstances the User shall accept the PIN mailer**, if the same is found to be tampered or damaged in any manner whatsoever and on having noticed any such tampering or damage to the PIN mailer, however slight or small, he must return such PIN mailer to the Bank immediately, failing which the User alone shall be responsible and liable for any loss or consequences arising out of the same.

#### **6. Joint Accounts:**

6.1 In case of Joint Account held by one or more persons, banking facility can be availed off by them through one of the Account holders on the strength of User ID and the password issued to such User. In case of such Joint Account, one, who will be operating the Account, should obtain prior written and irrevocable consent of those who will not be operating the Joint Account through internet banking.

6.2 In case of dispute between or amongst the Joint Account Holders, decision of the Bank is and shall always be final, conclusive and binding on both or all of them.

6.3 It is hereby agreed that, all or any correspondence or communication by the Bank can be entered into with any of the Account holders of the Joint Account on his/their respective registered addresses with the Bank and the same shall be treated as good service.

#### **7. Charges and Minimum Balance:**

7.1 The Bank has and shall always have absolute right to charge, demand and recover any amount whether on account of service or any tax, cess, fees or statutory dues or otherwise, from the User or the Joint Account holders, either jointly or severally, for providing internet banking.

7.2 The User shall always maintain a minimum credit balance in his Account as may be prescribed by the Bank from time to time.

7.3 The Bank has got an absolute right, discretion and liberty to terminate this Agreement and/or to withdraw and/or to suspend banking facility, at any time without prior notice, on the ground of breach of any of the terms and conditions contained herein or for misuse, fraud, cheating, deception, mischief, misappropriation or any other illegal or irregular action, commission or omission of act by the User, Joint Account holder or any other person in relation to the internet banking. Such action of the Bank may be in the nature of preventive or punitive remedy. In the event of action as contemplated under this clause, resulting into any loss or prejudice to the User, the Bank shall not be liable or responsible therefore in any manner whatsoever.

#### **8. Accuracy of Information:**

The User shall furnish true and correct information to the Bank as and when he is asked to do so including in the application seeking banking facility. In case, the User supplies false or incorrect information and in consequence of which, any loss is occurred to or suffered by the User, the Bank does not and shall not owe any liability or responsibility towards the User.

#### **9. Liability of the User and the Bank:**

9.1 The User shall not be liable for any unauthorized or fraudulent, transaction by the employee or agent of the Bank or any negligence committed by the employee of the Bank, in respect of banking facility.

9.2 The Bank, hereby assures that it has placed system integrity and security measures, password management systems, User's Account management systems, measures to handle computer virus, network communication security systems, disaster recovery and management. However, in spite of them, in case the User or any of the Joint Account holders suspect that, the User ID or password is known to any other person or notices any unauthorized transaction or interference in his/their Account/s or suspects about any hacking, cracking, tampering, damaging or any cyber crime or introducing viruses into any computer or systems, misuse of internet domain name, cyber threats, threatening or annoying electronic mail, fraudulent credit card transactions, fraudulent application for goods and services or theft of identity or information etc., shall be immediately brought to the notice of the Bank.

9.3 User is bound as not to allow any unauthorized transaction on his account or related to his account through banking facility or otherwise and he shall not be negligent in that behalf. The User shall always maintain utmost secrecy of User ID, password and other related matters to his banking facilities and the transactions. Further, with a view to

maintain such secrecy the User shall not keep any written or electronic record of his password or any other vital information regarding internet banking. The User or any other person claiming through him shall not disclose his User ID and/or password to any person including a member of the bank staff. Notwithstanding this, in case of disclosure or failure to maintain secrecy as regards the User ID and/or password or even a suspicion about the knowledge thereof, by any unconcerned person to the account of the User, the User shall as early as possible inform in writing to the bank about the same and thus, the possibility of any loss in future can be eliminated.

**9.4** Under no circumstances, the bank shall be liable for any damage, loss or inconvenience (whether direct, indirect, incidental, consequential or otherwise) caused to the User and/or Joint Account holder in case the banking service is affected, disrupted or unavailable owing to mal-functioning or failure of software, hardware computer network, computer systems, computer resource, computer, disruption /failure of telecommunication systems /network, electricity, calamities/ disasters whether manmade or natural such as flood, fire, lockout, strike, riot, war, orders / directives of court/ Government/ authority or any other contingency beyond the control of the bank.

**9.5** Indemnity - In consideration of the bank ,providing the User the Internet Banking, the User shall, at his own expense, indemnify and hold the bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which the bank, may incur, sustain, suffer or is likely to suffer in connection with the bank, or Affiliates' execution of the User's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through banking for any action taken or omitted to be taken by the bank, and /or the Affiliates, its officers, employees or agents, on the instructions of the User. The User will pay the bank, and /or the Affiliates such amount as may be determined by the bank, and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

**9.6** The Bank shall not be liable for damage, loss or inconvenience owing to any virus attack in any form and in any manner that may enter into User's computer and/or computer system.

## **10. Disclosure of Information:**

**10.1** The Bank shall hold, possess and maintain all the personal information of the User and/or Joint Account Holders in respect of banking facility as private and confidential, even when he or they are no longer customer and shall be guided by the following principles and policies. The Bank shall not use the personal information of the User and/or Account holder for marketing purposes, unless specifically authorised by the User and/or joint Account holders. The Bank shall not reveal information or data relating to the Account of the User or Joint Account holders to anyone other than in the following exceptional cases:

- a) If the Bank is required by any law to give such information.
- b) If the Bank is under duty towards public to reveal such information.

- c) If interest of the Bank itself requires to give such information (for example to prevent fraud).
- d) If the User and/or any of the Joint Account holders directs or permits the Bank to reveal such information.
- e) If the Bank is asked to give a banker's reference about to the User and/or the Joint Account holders, with the permission of the User and/or Joint Account holders.
- f) If any Affiliate, Agent or Contractor of the Bank is requiring such information for the purposes of rendering any services or legal compliances or for credit rating of the recognized credit scoring agencies.

#### **11. Change of Terms and Conditions:**

**11.1** The Bank, has and shall always have an absolute right and liberty to add, insert, repeal, omit, delete, modify, amend, substitute, vary or change any of the terms and conditions mentioned herein at any time without giving any prior notice to the User and/or the Joint Account holders, whether with prospective effect or retrospective effect. Normally, such changes will have a prospective effect after giving one month notice by the Bank to the User and/or the Joint Account holders, whether through internet or otherwise. Such added, inserted, repealed, omitted, deleted, modified, amended, substituted, varied or changed term and/or condition is and shall be binding on the User and/or Joint Account holders.

**11.2** The Bank may introduce, add, vary, change, suspend and terminate any of the banking services or facilities, within its absolute discretion.

#### **12. Non Transferability:**

**12.1** The banking facilities or services are not and shall not be transferable to any other person or persons than the User, whether operating the Account individually or singly or as one of the Joint Account holders. Moreover, one of the rights, title, interest and benefit actors under this Agreement can be transferred to any other person by the User and/or Joint Account holders.

#### **13. Termination of Banking:**

**13.1** The User is entitled to quit and terminate the banking services/facilities at any time by submitting a Letter of Request to that effect to the home branch or to the Bank intimating about his intention to quit and terminate the banking service/facilities, at least fifteen clear days prior to the intended date of termination. However, it is made clear that, the User shall be responsible for whatever the transactions and dealings he has carried out till the date of actual termination of this Agreement.

**13.2** Notwithstanding anything contained in this Agreement, apart from the right, to suspend, terminate, withdraw, blocking of access, as stipulated in Clause No. (7.3), of the Bank; the Bank is and shall be entitled to terminate, withdraw and/or blocking of access, in the event of death, bankruptcy, legal incompetence, legal disqualification etc. with immediate effect on having noticed the same, without giving any prior notice. The bank is

also entitled to and authorised to revive any suspended withdrawn or access blocked account on any term and condition as the bank in its absolute discretion may think fit.

**13.3** In the event of closure of Account, the banking facility/service shall automatically stand terminated.

**14. Notices-**

**14.1** Letters, Notices or any communication by and between the bank, on the one hand and the user and/or the joint account holders, on the other, can be exchange and delivered by hand or on the registered addresses, as stipulated above, or through internet on the registered email addresses or by telex or fax or through news paper in the locality where the home branch in respect of user is situated or through the web site of the bank i.e. [www.pmcbl.com](http://www.pmcbl.com)

**15. Customer Care Centre and Grievance Call:**

**15.1** Notwithstanding anything contained in this Agreement, the bank has and shall have its own Customer Care Centre and Grievance Cell n respect of banking services / facilities, so as to look after the grievances and complaints of the User and /or Joint Account holders.

**16. Jurisdiction:**

**16.1** Notwithstanding anything contained in this Agreement or elsewhere, irrespective of the User and/or Joint Account holder having approached to the Customer Care Centre and Grievance Cell, which is one of the departments and internal grievance Redressal mechanism of the bank; in the event of any dispute or difference of opinion, touching to, arising out of or in relation to this Agreement, including scope of, import of, interpretation of, rights, liabilities, obligations created or existing under this Agreement of any of the Users, Joint Account holders, Affiliates of the bank, or any person claiming through any o of them or it, shall be referred to sole Conciliator and/or sole Arbitrator, appointed, nominated, constituted and authorised by one ----- a company incorporated under the Companies Act, 1956 and having its Registered Office at: ----- . Such Conciliator/Arbitrator shall hold and conduct all the proceedings in English and at Pune City (Maharashtra) only. Such Conciliator/Arbitrator shall have all the powers and authorities to pass any interim and final order/award by observing principles of natural justice. The Order/ Award/ Decision given by the arbitrator is and shall always be final conclusive and binding on all the parties to arbitral proceedings.

**16.2** It is expressly agreed that, if permitted by law, only the courts, tribunals and forums situated at Pune (Maharashtra) only shall have exclusive jurisdiction to entertain, try and decide any legal proceeding.

**17. Applicability to Future Accounts:**



17.1 It is agreed that till the user opens further accounts or subscribe to any products or services of the bank or any of its affiliates. To which the bank extends internal banking, the user shall be automatically bound by the terms and conditions lay down herein.

**18. General:**

18.1 The headings of the clauses contained in this agreement are just for the purposes of conveniences and they do not control or affect the meaning of respective clause. The user shall not assign this agreement to anybody else. However the bank may assign, sub contract or transfer any part of this contract or any work, duties, responsibilities, obligations, benefits etc. there under to any person, on any term or condition as the bank may think fit.

**19. Right off Set Off and LIEN:**

19.1 The bank and shall always have and absolute of set off and lien irrespective of any other lien or charge, whether present or future on the deposits of any kind and nature and the credit balances there under whether in single name or joint names and/or any money, securities, bonds, assets, documents and properties held by or under the control of the bank. To the extent of full outstanding dues whatsoever towards the bank arising out of or in relation to the banking services/facilities to the user.

19.2 In addition to the said right or any other right the bank is and shall be entitled to (a) combine or consolidate any of the accounts and liabilities of the user and/or the joint account holders, (b) sale any of the securities or properties of the user and/or the joint account holders by way of public or private sale without any judicial intervention and to apply the same proceeds towards the dues of the bank.

19.3 Obligations of Heirs - The user and/or the joint accounts holders, as the case may be, his/their legal heirs, legal representatives, executors, administrators and successors are and shall be bound by the terms of this agreement.

**20. Properties Right:**

20.1. The User acknowledges that the software underlying the banking as well as other Internet related software which are required for accessing banking is the legal property of the respective vendors. The permission given by the bank to access banking facility will not convey any proprietary or ownership rights in such software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying banking facility or create any derivative product based on the software.

**21. Copyrights Trademark and Copying material:**

21.1 It is hereby agreed that the name, the logo, motto etc., as appearing on the web site of the bank i.e. <https://www.pmcbl.com> and the web site itself are the exclusive properties of the bank.

**21.2** The Bank has the licence for and/or all copyrights for its internet web site(s) through which the User accesses the banking facility and all trademarks and other materials used on it.