

## **Pune Merchants Co-Operative Bank Ltd (PMCBL)**

### **Web Site Usage Terms**

- I understand and accept that Pune Merchants Co-Operative Bank Ltd (PMCBL) maintains the web-site (<http://www.pmcbl.com/>) going ahead referred to as "the Site" or "the bank website" or the "bank" or "PMCBL") to provide visitors with information about Pune Merchants Co-Operative Bank Ltd (PMCBL), its services and products and to facilitate communication with Pune Merchants Co-Operative Bank Ltd (PMCBL) and availing its services. I also accept that visitors to the Site are required to read the below terms, and use of the Site constitutes my acceptance and agreement to be bound by such terms, and the changes therein to the **Website Usage Terms** from time to time, relating to my usage of the website as communicated and made available on the Bank's website
- I am aware and accept that all information, content, materials, products (including, but not limited to text, content, photographs, graphics, video and audio content) on the website is protected by copyright in the favor of Pune Merchants Co-Operative Bank Ltd (PMCBL) under applicable **copyright laws** and is also protected otherwise under general intellectual property law
- I understand and accept that all information submitted by me through the PMCBL website shall be deemed the property of PMCBL, and the Bank shall be free to use any ideas, concepts, know-how or techniques provided by me at the Site, in any manner whatsoever. On initiating a contact through the **Bank website** I agree to being contacted by the bank or any other entities with whom the bank has entered into an arrangement
- I (user) shall not do any of the following:
  - Defame abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
  - Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.
  - Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or has received all necessary consents.

- Upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
  - Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
  - Falsify the origin or source of software or other material contained in a file that is uploaded.
  - Advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters.
  - Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.
- I agree that I shall not copy, reproduce, sell, redistribute, publish, enter into a database, display, perform, modify, transmit, license, create derivatives from, transfer or in any way exploit any part of any information, content, materials, services available from or through the bank website, except that which I may download for my own personal, non-commercial use.
  - I agree that I will not use the bank website for any purpose that is unlawful, or prohibited by these Website Usage Terms. I also agree I will not use the bank website in any manner that could damage, disable or impair the website or interfere with any other party's use or enjoyment of the website
  - I acknowledge that the software and hardware underlying the bank Website as well as other Internet related software which are required for accessing the website are the legal property of the respective Vendors/Bank. The permission given by the Bank to access the bank website will not convey any proprietary or ownership rights in the above software / hardware. I agree that I shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software / hardware underlying the bank website or create any derivative product based on the software / hardware.
  - I understand and accept that not all the products and services offered on this website are available in all geographic areas and I may not be eligible for all the products or services offered by Pune Merchants Co-Operative Bank Ltd (PMCBL) on the Site. Pune Merchants Co-Operative Bank Ltd (PMCBL) reserves the right to determine the availability and eligibility for any product or service

- I am aware that Pune Merchants Co-Operative Bank Ltd (PMCBL) proposes to use "cookies" (Cookies are small data files that a website stores on my computer.) for storing visitor preferences, profiling visitors and tracking visitor behavior on the bank website. By visiting the website I acknowledge, accept and expressly authorize the Bank for the placement of cookies on my computer
- I understand and accept that PMCBL is not responsible for the availability of content or other services on third party sites linked from the bank website. I am aware that my access of hyperlinks to other internet sites are at my own risk and the content, accuracy, opinions expressed, and other links provided by these sites are not verified, monitored or endorsed by Pune Merchants Co-Operative Bank Ltd (PMCBL) in any way. Pune Merchants Co-Operative Bank Ltd (PMCBL) does not make any warranties, and expressly disclaims all warranties express or implied, including without limitation, those of merchantability and fitness for a particular purpose, title or non-infringement with respect to any information or services or products that are available or advertised or sold through these third party websites
- Although PMCBL will take serious steps to prevent the introduction of viruses, vandals, worms, 'Trojan horses' or other destructive materials to this Site, PMCBL does not guarantee or warrant that this Site or the materials that may be downloaded from this Service do not contain such destructive features. PMCBL is not liable for any damages or harm attributable to such features. If you rely on this Site and any materials available through this Site, you do so solely at your own risk.
- I (user) will verify/ make my own personal inquiries before taking any action or making any final decision w.r.t any matter on the website.
- The Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Bank to perform any of its obligations under these terms and conditions or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues
- **“Force Majeure Event”** means any event due to any cause beyond the reasonable control of the Bank, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any

kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc

- I understand and accept Pune Merchants Co-Operative Bank Ltd (PMCBL) has the absolute discretion to amend or supplement any of the Website Usage Terms at any time Changed Terms and Conditions shall be communicated to me on the Bank's website and by other acceptable modes of communication. By using the services, I shall be deemed to have accepted the changed Website Usage Terms
- I understand and agree that these Website Usage Terms are in addition to, and not in derogation of, the applicable Terms and Conditions relating to my usage of any other Pune Merchants Co-Operative Bank Ltd (PMCBL) services that I may be currently availing or may in the future avail.
- I accept that the Courts in Pune alone shall have exclusive jurisdiction as regards any claims or matters arising out of dealings with PMCBL and all disputes will be governed by the laws of India.