

Gandhi Cooperative Bank Terms and Conditions

Introduction

This web-site is owned and maintained by Gandhi Cooperative Bank Limited (hereinafter referred to as the "**Bank**") inter alia to provide visitors and its customers (hereinafter referred as the "User/s") information about the Bank and various products and services offered by it. The Website may contain links to other third party websites, having further linked websites, operated by parties other than the Bank.

Terms of Usage

- All Users of the Bank are granted a personal, limited, non-sub licensable license to access and use the Website.
- The User shall be responsible for maintaining the confidentiality of access credentials and is fully responsible for all activities due to his/her/its actions or omissions with the Bank.
- The User of the Website shall not access or use the Website in any manner that:
 - may be harmful to the operation of the Bank Website or its content;
 - may be unlawful;
 - may be harmful to the Bank or to any other User;
 - interfere with any other party's use or enjoyment of the Website.
- The User shall not post, distribute or otherwise transmit or make available any software or other computer files that contain a virus or malicious content or otherwise impair or damage the Website or any connected network or interfere with any other person's or entity's use or enjoyment of the Website.
- The software and hardware underlying the Website as well as other internet related software which are required for accessing the Website are legal property of Bank and/or its vendor(s). The permission given by the Bank to access the Bank's Website shall not convey any proprietary or ownership rights in the above software / hardware.
- The User acknowledges and confirms that the Bank is not responsible for availability and/or accuracy of the content or services of third party sites, which are linked to the Website. The Bank has no obligation to verify and monitor the content and opinions expressed and other information and links provided in relation to any third party sites on the Website. The User is aware that he/she/it is accessing such hyperlinks to third party sites at his/her/its own risk.
- The User is aware that the products, services and rewards offered on the Website may not be available in all geographic areas and the Bank reserves its right to determine the availability and eligibility for any product, services and rewards offered on the Website. The User is advised to check the regularity provision of the place of his/her/it's residence. The Bank shall not have any responsibility in respect of the same.
- The Bank at its sole discretion, without serving any notice, reserves the right to disqualify any User, for any reason including but not limited to any misuse of the products/service or fraud or suspicious transaction/activity or under any legal requirement or applicable rules and regulations.
- The User understands and agrees that these terms and conditions are in addition to, and not in derogation of the applicable terms and conditions relating to the usage of any other product or service that the User may be currently availing or may in future avail from the Bank.
- The User understands and agrees that each product or service as offered by the Bank is governed by its respective terms and conditions. The User is advised and recommended to read those terms and conditions before availing the respective product and service.

Privacy

The Bank collects, holds, uses and transfers data of the User in accordance with the Bank's [Privacy Policy](#). By agreeing to these terms and conditions, the User hereby agrees to the Bank's Privacy Policy, which may be updated and/or modified by the Bank from time to time.

Limitation of Liability

In no event shall the Bank, its shareholders, directors and employees be liable and/or responsible to the User or any third party for any special, incidental, indirect, consequential or punitive damages or losses whatsoever or damages for loss of data or profits, goodwill and/ or other intangible loss, whether or not foreseeable and regardless of whether the User has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action or any other claim arising out of or in connection with the use of or access to the Website.

Indemnity

The User agrees to defend, indemnify and hold harmless the Bank, its shareholders, directors, business associates and employees from and against any or all claims, demands, liabilities, damages, losses, cause of action, costs or debt and/or expenses (including any legal fees) arising from his/her/its:

- use of and access to the Website;
- violation /breach of any of these terms and conditions;
- violation of any third party right, including any intellectual property right or privacy right;
- the committing of any of the prohibited activities as stated herein;
- failure to be in compliance with applicable law including tax laws and cyber security laws.

Use and Protection of Intellectual Property Rights

The Website, logos, source code, content and product or services offered by the Bank are protected by copyright, trademarks, patents, trade secret and/or other intellectual property laws of India. No information, content or material from the Website including, without limitation all of the page headers, images, illustrations, graphics, audio clips, video clips or text, reports generated, trademarks, tradenames may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the Bank's express written consent.

Force Majeure

"Force Majeure Event" ("Force Majeure") means any event due to any cause beyond the reasonable control of the Bank, including but not limited to fire, flood, explosion, acts of God, systems breach, or virus in the processes or payment or delivery mechanism, mechanical or technical errors/failures.

The Bank shall not be liable if any transaction is not completed or there is any failure on part of the Bank to perform any of its obligations under these terms and conditions if such performance is prevented or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure event continues.

Disclaimer

The Bank services, including all content, software, functions, material, and information made available or accessible through the Website are provided "as is". The Bank make no representation and warranty of any kind for the content, software, functions, material and information available/accessible through the services.

Modification/Updation of Website

The Bank reserves the right to amend these terms and conditions at any time by posting an updated version on the Website. The updated version of terms and conditions shall take effect immediately upon its posting. The continuing usage of the Bank products and/or services from the launch of any updated terms and conditions would mean deemed acceptance of such updated terms and conditions including any modifications thereof.

Jurisdiction and Governing Law

These terms and conditions shall be governed by the laws of India and shall be subject to an exclusive jurisdiction of courts or tribunals located in Mumbai only with regard to any claim or matter or dispute arising out of dealings with us.

Consent to Use, Share and Disclose

The User hereby accept, authorize, confirm and permit the Bank to use, share and disclose any/all of User/s registered communication contact addresses/ details (postal, e-mail, mobile number, etc.), that User has willingly registered/ shared with the Bank for the purpose of:

- receiving information/services, either from the Bank, Central KYC Registry and/or through any of the Bank's authorised Service Providers/ Agency(ies)/ Professional Advisors related to the operation of User/s account(s)/ services availed by the User; or
- API based authentication where User details are being auto fetched/ populated to process banking requests/ applications on/ through the Bank's Web Applications/ Systems; or
- any kind of promotional/ research/ feedback based exercise about the Bank's products/ services through any mode used by the Bank (including without limitation through telephone calls, SMS or E-mail) that the User should be made aware for general consumption or to provide feedback as an existing customer of the Bank.

The Bank may continue to use, share and disclose User/s information until such time the User requests/ notifies the Bank to stop sending communication to any/ all of his/ her/ its registered communication addresses. Notwithstanding anything contained herein above, the Bank may disclose or share the User information to any regulatory or statutory body or pursuant to any legal requirement to credit bureaus, statutory bodies, regulatory authority(ies), central KYC registry, law enforcement agencies or any other authority governing the financial and banking operations whether in India or outside India, without prior notice as may be required by the Bank under the applicable laws.

The User hereby agree and declare that wherever applicable, the User has voluntarily submitted his/her Aadhaar Card issued by Unique Identity Authority of India ("**UIDAI**") for the purpose of compliance with KYC requirements of the Bank as stipulated by the Reserve Bank of India ("**RBI**") from time to time. The User further authorize the Bank to share his/her Aadhaar related details/ information with regulatory/ statutory bodies as and when required.