

# The Vita Merchant's Co-operative Bank Ltd., Vita

## Terms of Use & Privacy Policy

### 1. Introduction and Acceptance of Terms

These Terms of Use (“Terms”) govern your access to and use of the website, mobile applications, online banking services, and all other digital platforms (collectively, “Digital Platforms”) provided by The Vita Merchant’s Co-operative Bank Ltd; Vita (“the Bank,” “we,” “us,” or “our”). These Terms constitute a legally binding agreement between you, the user, and Bank. By accessing, browsing, or using any of our Digital Platforms, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, Cookies Policy, and Disclaimer, all of which are incorporated herein by reference. If you do not agree with any part of these Terms, you must immediately cease all use of our Digital Platforms.

Bank is committed to providing secure and reliable banking services. These Terms are designed to protect both the user and the Bank, ensuring compliance with applicable Indian legal and regulatory frameworks, including but not limited to the Information Technology Act, 2000 (IT Act) , the Digital Personal Data Protection Act, 2023 (DPDPA) , relevant provisions of the Indian Penal Code (IPC) , Intellectual Property Rights (IPR) laws , and guidelines issued by the Reserve Bank of India (RBI) , National Bank for Agriculture and Rural Development (NABARD) , Indian Computer Emergency Response Team (CERT-IN) , National Internet Exchange of India (NIXI) , and National Payments Corporation of India (NPCI) . We also integrate globally relevant best practices, such as principles from the General Data Protection Regulation (GDPR) and the United Nations Convention on Contracts for the International Sale of Goods (CISG) where applicable, to foster a robust and internationally aligned legal framework.

### 2. Eligibility and Access

Our Digital Platforms are intended for use by individuals who are at least 18 years of age and are legally capable of entering into binding contracts. By using our Digital Platforms, you represent and warrant that you meet these eligibility requirements. Access to certain services or features may require you to be a registered customer of Bank and to have valid account credentials.

Bank reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion, particularly if we believe that user conduct violates applicable law or is harmful to our interests.

### 3. User Responsibilities and Conduct

As a user of Bank’s Digital Platforms, you agree to:

### **3.1. Lawful Use**

Use the Digital Platforms only for lawful purposes and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of the Digital Platforms by any third party. You shall not use the Digital Platforms for any fraudulent or illegal activities, including but not limited to money laundering, terrorist financing, or cybercrime, in accordance with the IT Act and IPC.

### **3.2. Account Security**

Maintain the confidentiality of your account credentials, including usernames, passwords, and any other security information. You are solely responsible for all activities that occur under your account. You must notify Bank immediately of any unauthorized use of your account or any other breach of security. Bank shall not be liable for any loss or damage arising from your failure to comply with this security obligation.

### **3.3. Accurate Information**

Provide accurate, current, and complete information when registering for an account or using our services. You agree to promptly update your information to keep it accurate, current, and complete. Bank shall not be responsible for any consequences arising from inaccurate or incomplete information provided by you.

### **3.4. Prohibited Activities**

You are expressly prohibited from:

- Attempting to gain unauthorized access to any portion or feature of the Digital Platforms, or any other systems or networks connected to the Digital Platforms or to any Bank server, by hacking, password “mining,” or any other illegitimate means.
- Probing, scanning, or testing the vulnerability of the Digital Platforms or any network connected to the Digital Platforms, nor breaching the security or authentication measures on the Digital Platforms or any network connected to the Digital Platforms.
- Reverse looking-up, tracing, or seeking to trace any information on any other user of or visitor to the Digital Platforms, or any other customer of Bank, including any Bank account not owned by you, to its source, or exploit the Digital Platforms or any service or information made available or offered by or through the Digital Platforms, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Digital Platforms.
- Taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Digital Platforms or Bank’s systems or networks, or any systems or networks connected to the Digital Platforms or to Bank.
- Using any device, software, or routine to interfere or attempt to interfere with the proper working of the Digital Platforms or any transaction being conducted on the Digital Platforms, or with any other person’s use of the Digital Platforms.

- Forging headers or otherwise manipulating identifiers in order to disguise the origin of any message or transmittal you send to Bank on or through the Digital Platforms or any service offered on or through the Digital Platforms.
- Impersonating any other individual or entity.
- Using the Digital Platforms or any content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Bank or others.

#### **4. Intellectual Property Rights**

All content, including but not limited to text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, available on Bank's Digital Platforms is the property of Bank or its content suppliers and is protected by Indian and international copyright, trademark, and other intellectual property laws . The compilation of all content on this site is the exclusive property of Bank and protected by Indian and international copyright laws.

You may not systematically extract and/or re-utilize parts of the content of any Bank Digital Platform without our express written consent. In particular, you may not utilize any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilization of any substantial parts of this website, without Bank's express written consent. You also may not create and/or publish your own database that features substantial parts of any Bank Digital Platform without our express written consent.

Bank's trademarks, service marks, graphics, and logos used in connection with the Digital Platforms are trademarks or registered trademarks of Bank. Other trademarks, service marks, graphics, and logos used in connection with the Digital Platforms may be the trademarks of other third parties. Your use of the Digital Platforms grants you no right or license to reproduce or otherwise use any Bank or third-party trademarks.

#### **5. Disclaimers and Limitation of Liability**

Bank's Digital Platforms and all information, content, materials, products, and services included on or otherwise made available to you through these platforms are provided on an "as is" and "as available" basis. Bank makes no representations or warranties of any kind, express or implied, as to the operation of these platforms or the information, content, materials, products, or services included on or otherwise made available to you through these platforms, unless otherwise specified in writing. You expressly agree that your use of Bank's Digital Platforms is at your sole risk.

To the full extent permissible by applicable law, Bank disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Bank does not warrant that its Digital Platforms, information, content, materials, products, or services included on or otherwise made available to you through these platforms, their servers, or electronic communications sent

from Bank are free of viruses or other harmful components. Bank will not be liable for any damages of any kind arising from the use of any Bank Digital Platform or from any information, content, materials, products, or services included on or otherwise made available to you through any Bank Digital Platform, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

In no event shall Bank, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Digital Platforms; (ii) any conduct or content of any third party on the Digital Platforms; (iii) any content obtained from the Digital Platforms; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **6. Third-Party Links and External Hyperlinks**

Our Digital Platforms may contain links to third-party websites or resources that are not owned or controlled by Bank. These links are provided for your convenience and informational purposes only. Bank has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. The inclusion of any link does not imply endorsement by Bank of the site or any association with its operators.

Your access and use of any third-party websites or resources linked to Bank's platforms are solely at your own risk. Bank does not investigate, verify, monitor, or endorse the content, accuracy, opinions expressed, or other links provided by these external resources. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## **7. Indemnification**

You agree to indemnify, defend, and hold harmless Bank, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. Bank reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Bank in asserting any available defenses.

## **8. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of India. Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, shall be subject to the exclusive jurisdiction of the courts

located in Vita. By using Bank's Digital Platforms, you irrevocably consent to the jurisdiction of such courts.

## **9. Termination**

Bank may terminate or suspend your access to all or part of the Digital Platforms, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach these Terms. Upon termination, your right to use the Digital Platforms will immediately cease. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **10. Severability**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **11. Entire Agreement**

These Terms, together with the Privacy Policy, Cookies Policy, and Disclaimer, constitute the entire agreement between you and Bank regarding your use of the Digital Platforms and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matters.

## **12. Amendments**

Bank reserves the right to amend, modify, or update these Terms at any time without prior notice. Any changes will be effective immediately upon posting the revised Terms on our Digital Platforms. It is your responsibility to review these Terms periodically for any updates. Your continued use of our Digital Platforms after any modifications to these Terms will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Terms.