



Terms and Conditions
**MCB Internet Banking Pro for
Non-Individual Customers**

MCB INTERNET BANKING PRO FOR NON-INDIVIDUAL CUSTOMERS

Terms and Conditions

These terms and conditions apply to the MCB Internet Banking (the “Service”) provided by The Mauritius Commercial Bank Limited (hereinafter referred to as the “Bank”, “We” or “Us”) subject to you, (the “Customer”), completing the MCB Internet Banking registration form.

1. Definitions

Account(s) means any of the bank account(s) held in your name with us, which may be opened, closed, accessed, viewed or operated (where applicable) through the Service.

IB User means a person appointed by the Customer through the Corporate Authorisation or otherwise to the satisfaction of the Bank and accepted by the Bank to have access to the Customer’s Facilities, which shall comprise of Signatory IB User and Basic IB User.

Basic IB User means an IB User empowered by the Customer through the Corporate Authorisation or otherwise to the satisfaction of the Bank and accepted by the Bank to:

- View the Customer’s Facilities specified by the Customer; and/or
- Initiate instructions (payment, repayment, transfer, issuance etc.) in relation to any relevant Facilities specified by the Customer.

Business Day means any day (other than Saturday or Sunday or public holidays) on which the Bank is open for business in Mauritius.

Corporate Authorisation means, depending of the legal type or nature of the Customer, a resolution of the governing/managing body of the Customer acceptable to us.

Cut-off Time means the time until which the Bank accepts instructions, transactions and requests in relation to the Facilities.

Device means any computer, tablet, mobile phones or other device through which (i) the Bank provides or may provide the Service and (ii) IB User accesses or may access the Service.

Facilities means, in relation to the Service, all banking services and products (including the Accounts) offered by us from time to time and accepted by the Customer and activated for use by the Customer.

Insolvency Practitioner has the meaning ascribed to that term in the Insolvency Act 2009 (as amended or replaced by any subsequent legislation).

Insolvency Proceedings means any of the proceedings referred to in the Insolvency Act 2009 (as amended or replaced by any subsequent legislation).

Login Password means the login password (such or other security access control) setup by the IB User which, when coupled with his User ID, gives him access to the Service.

MCB Internet Banking means the internet banking service offered by the Bank through the Service.

MNO means Mobile Network Operator.

mPIN means a multidigit mobile personal identification number set by the IB User which is paired exclusively to the IB User’s approved device and used for authentication, approval, consent and signing purposes (Applicable to SmartApprove application only).

OTP means a one-time password which is a system-generated code or password sent by way of email, SMS or any other form of electronic communication or message to the IB User.

Push Notification means notifications sent to the IB User on Device to inform you of any other actions required in in relation to the Facilities.

Signatory IB User means an IB User empowered by the Customer through the Corporate Authorisation or otherwise to the satisfaction of the Bank and accepted by the Bank to:

- View the Customer’s Facilities specified by the Customer;
- Initiate instructions (payment, repayment, transfer, issuance etc.) in relation to any relevant Facilities specified by the Customer.; and/or
- Authorise, within the powers delegated to him, instructions (payment, repayment, transfer, issuance etc.) in relation to any relevant Facilities specified by the Customer.

SmartApprove means the authentication tool or app (as set out in Annexure 1) provided by the Bank to the Signatory IB User that shall be installed on the applicable Device of the Signatory IB User.

User ID means a user identification code which enables us to identify each IB User upon access to the Service. The User ID may take the form of registered email address, the registered mobile phone number of the IB User with us or such other form as may approved by the Bank.

2. Using this Service

2.1 To access the Service, your IB users must have access to the internet. You shall at your own cost access the Service through your own internet service provider and you shall be responsible for ensuring that any equipment used to access the Service and the authentication tool shall be compatible with the relevant requirements for access to and use of the Service.

2.2 By accepting to access the Service through the use of the relevant User ID and Login Password, the Customer for itself and for each IB User binds itself formally and irrevocably to the terms and conditions herein contained.

The Mauritius Commercial Bank Ltd.

9-15 Sir William Newton Street, Port Louis 11328, Republic of Mauritius T: +230 202 6060 E: contact@mcb.mu

SWIFT Code MCBLMUMU BRN: C07000934 www.mcb.mu

3. The Customer's Security Obligations

- 3.1 All User ID and Login Password created by you should be kept secret and should not be disclosed or communicated to any person whomsoever.
- 3.2 You shall ensure, before accessing the Service, that your internet browser is not equipped with any password memorizing facility whatsoever.
- 3.3 You shall notify the Bank immediately upon becoming aware that your User ID, Login Password and/or the SmartApprove have or may have fallen into the hands of any unauthorized person.
- 3.4 You shall, and shall procure that the IB User shall duly take cognizance of the security information provided on the MCB Internet Banking website and as may be amended by the Bank from time to time, and undertake to scrupulously adhere to the recommended security procedures.
- 3.5 You shall ensure that the Device through which you or the IB users access the Service is free from any virus, malware, ransomware or any similar threats, and is protected by appropriate virus protection software or other applicable software that complies with and is maintained in accordance with international best practice.
- 3.6 Any failure of any IB User to follow the security procedures referred to hereabove shall amount to a breach by the Customer of the present terms and conditions whereby the Bank shall not be held liable should any actions, transactions be performed and/or any instructions, data or message be transmitted via that IB User credentials and/or the IB User's credentials.

4. The Customer's Responsibility

- 4.1 The Customer warrants that all information submitted to the Bank on the registration to the Service is accurate and correct.
- 4.2 The Customer shall, and shall procure that all its IB Users are made fully aware and conversant with the present terms and conditions.
- 4.3 Until and unless the Bank is notified under paragraph 3.3, the Customer shall be liable to the Bank for any transaction effected through the use of the SmartApprove by the Signatory IB User and/or any person who acquired possession of it, with or without the Signatory IB User's consent. In case of any dispute as to the effective time and date of notification of the loss, theft or suspected theft, the time and date of receipt of the written notification within the Bank's records shall be final and conclusive evidence of the date and time of such notification.
- 4.4 All authorised signatories designated by the Customer and such other persons as are from time to time mandated by the Customer (through Corporate Authorisation or in such other manner as is agreeable to the Bank), to make use of the banking facilities and products offered by the Bank (other than through the Service) shall be deemed entitled to access and operate the Customer's Facilities through the Service as an IB User without any further formalities.
- 4.5 The Signatory IB User shall ensure that all data and transaction files transmitted to or from the Bank through the Service is correct, in format acceptable by us and free of any virus. If any incorrect information is provided or if there is any error in the instruction given, the Customer accepts full responsibility for all losses resulting from any of its error or ambiguity in the information provided. If any information provided is untrue, inaccurate, not correct or incomplete, the Bank reserves the right to recover from the Customer any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.
- 4.6 The IB User's instructions are irrevocable and unconditional and cannot be revoked, altered, modified, amended, restrained or extended by the IB User.
- 4.7 The use of and/or downloading of any file/software/applications from the internet, be it from the Service or not shall be at the Customer's own risk and shall be subject to the terms and conditions imposed by the licensor of the software/applications which, in all cases, shall be considered as "third party software/applications".
- 4.8 The Bank shall not be in any circumstances whatsoever liable for any loss or damage that the Customer may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such a software/applications. Furthermore, the Bank shall not accept any responsibility in connection with the suitability, performance or security aspect of such software/applications.
- 4.9 The Customer shall be solely liable for any expenses, loss or damage that the Bank or any third party may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such aforementioned software/applications.
- 4.10 The Customer and/or the IB User should be aware of the local laws of the country from which they are using the Service and be fully aware of that country's local and national laws as well as any applicable international laws in force. The Customer shall be liable for any use or export of any of the information on the Bank's website, in contravention with any local or national laws of that country.

5. The Bank's Responsibilities

- 5.1 Any data received by the Bank which has been authenticated by means of any verification device within the MCB Internet Banking shall be duly relied upon by the Bank as being authenticated by the holder of such device registered with the Bank. The Bank may accept as valid and duly authorised by the IB User, any form of instruction, data and/or message received through the Service purporting to come from the Customer and authenticated in such manner as provided under the present terms and conditions. Such instruction, data and/or message shall be binding upon the Customer and/or the IB User and the Bank shall incur no liability whatsoever with respect to the performance and execution by it, of any of such instruction, data and/or message.

- 5.1 In cases of payment/transfer instructions, the Bank shall be under no obligation to match the destination account number with the beneficiary's name. In case of any discrepancy, the destination account number, as instructed by the Customer and/or IB User, shall prevail.
- 5.2 The Bank shall not be bound to effect any payment in accordance with any instruction unless:
 - 5.2.1 sufficient cleared funds are available on the account from which the funds are requested to be debited for payment;
 - 5.2.2 prior formal arrangements have been made with the Bank to overdraw the account and the limit allocated to the said account is not exceeded.
- 5.3 The Bank shall not, in any circumstances whatsoever, be bound to ensure that any payment to, or receipt of funds from a third party can be effected at any particular time or within any particular time limit.
- 5.4 If the Bank acts upon any instruction received via MCB Internet Banking and thereby provides a banking service to the Customer which would normally require the completion by the Customer of an application form or other such authority, the Customer shall by giving such instructions, be deemed to have completed such application form or authority and shall be bound by the terms and conditions thereof.

6. Transactions through MCB Internet Banking

- 6.1 The Cut-off Time is set out, in relation to each payment instruction, on the MCB Internet Banking platform.
- 6.2 If the Customer submits any instruction related to foreign currency transactions after the Cut off Time, the Bank reserves the right to determine the applicable rate for such transaction.
- 6.3 The Bank's records or their reproduction on a computer base shall be conclusive and irrefutable evidence of the transactions effected, messages, data and/or instructions given by the Customer and/or any Signatory IB User through the Service with the coupled use of any of the relative credentials and shall be binding to all intents and purposes, upon the Customer.

7. Copyrights and Related Rights

- 7.1 Notwithstanding the provisions of clause 4.2, the use of third party software shall be governed by the provisions contained in the Copyright Act 2014 (as amended or replaced by any subsequent legislation).
- 7.2 In certain jurisdictions outside the Republic of Mauritius, the use of "third party software" may be illegal. The responsibility to ascertain the legality of the use of "third party software" outside the territorial limits of the Republic of Mauritius shall rest solely upon the Customer.
- 7.3 The Customer and/or the IB User shall not be entitled to alter, amend or countermand any instruction which shall have been duly received and implemented by the Bank. Any instruction sent by the Customer and/or the IB User in conformity with these present terms and conditions and the existing procedures to this effect shall be irrevocable and binding upon the Customer.

8. Fees and Charges for the MCB Internet Banking

- 8.1 The fees and charges applicable are set out in the Bank's tariff guide as amended or supplemented from time to time.
- 8.2 The fees mentioned in this section do not include charges for any banking and/or other services provided by the Bank and pertaining to requests submitted by the Customer and/or any signatory IB user through the Service.
- 8.3 Upon registration to the Service, the Customer shall pay the relevant fees which may be varied from time to time in accordance with clause 8.7 hereunder. Such fees shall also be varied if the Customer agrees to utilize additional services subsequent to the date of the present terms and conditions. Any additional charge in respect of such additional service shall be due on the date of its notification to the Customer.
- 8.4 Where applicable, payment of fees shall be effected on a monthly basis exclusively through the debit of the account indicated by the Customer in the MCB Internet Banking Pro registration form. The Bank shall accordingly be entitled to debit that account with the amount of fees relating to the use of the Service.
- 8.5 The Customer shall, so long as the present terms and conditions remain binding upon it, neither revoke this authority nor close the account indicated in clause 8.4 above for the payment of the fees without the formal written consent of the Bank.
- 8.6 The Customer hereby authorises the Bank to debit different accounts upon which the IB User is entitled to access and transact with the amount of any such transaction effected through MCB Internet Banking together with any fee related thereto.
- 8.7 Without prejudice to clauses contained herein, the Bank may, in its sole and absolute discretion, at any time and after having given at least 30 (thirty) days written or electronic notice, vary any such fees due under the present terms and conditions. Any such variation shall come into effect on the date specified in the notice unless the Customer, 14 (fourteen) days before such date, provides the Bank with a written or electronic notice terminating the present terms and conditions, which termination shall become effective on the date on which the new fees become applicable.

9. Disclaimer of Liability

- 9.1 The Bank shall not be bound to inquire into the authority of the person using the credentials to access the Service and using the Smart Approve to transact upon the different accounts which the IB User is entitled to, or to apply for a service or to give instruction in the name of the Customer.

- 9.2 The Bank shall not incur any liability if it is unable to perform its obligations under the present terms and conditions due directly or indirectly to the failure or breakdown of any hardware, data processing system, the SmartApprove app, transmission link, communication error or any access to the Service.
- 9.3 The Bank shall not be liable for any breakdown or failure to access the Service.
- 9.4 The Bank will not under any circumstance interfere with or accept responsibility for any disputes arising in respect of goods or services purchased or availed of through the Service.
- 9.5 the Bank shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay or nonperformance arising out of:
- 9.5.1 failure by the IB User to adhere to the terms and conditions or the IB User being in contravention with any law or regulation for the time being in force or the IB User having furnished incorrect information on the MCB Internet Banking Pro registration form and/or any other document sent by the Customer to the Bank.
 - 9.5.2 possession, use, abuse, misuse and manipulation by the IB User, of any third party software.
 - 9.5.3 failure by the Bank to execute any instructions from the Customer as a result of causes beyond the Bank's control ("force majeure"), including but not limited to fire, storm, flood, explosion, vandalism, sabotage, strikes or other labour disputes, whether involving the Bank's employees or not, acts of God, war, riots or other civil disturbances, intervention of any government or other authority, accident, breakdown or other failure of equipment, software or communications network, or failure of or fluctuation in any power supply.
 - 9.5.4 unavailability or disruption of the Service due to reasons mentioned in sub-clause 9.5.3 above or for any other reason.
 - 9.5.5 any consequential, indirect or circumstantial losses including but not limited to loss of profits, contracts or financial losses howsoever caused or arising.
 - 9.5.6 failure or malfunctioning of any hardware or software used by the IB User to access the Service.
 - 9.5.7 unauthorised access to the Customer's account(s) or any breach of security procedures laid down therein.
 - 9.5.8 use, misuse, abuse, malfunction or failure of the Customer's internet access or hardware.
- 9.6 The Bank shall not in any circumstances whatsoever, be liable for any costs, expenses or liabilities incurred or which may be incurred by the Customer in the event of any variation to the present terms and conditions being made by the Bank.

10. Indemnity by the Customer

- 10.1 In acting on the instructions, data and/or message provided by the Customer and each IB User through the Service, the Bank shall be deemed to have acted properly and to have fully performed all obligations owed to the Customer, notwithstanding that such instructions, data and/or message may have been initiated, approved, sent or otherwise communicated in error or fraudulently, and the Customer shall be bound by any such instructions, data and/or message on which the Bank may act if it has in good faith acted in the belief that such instructions, data and/or message were given by the Customer.
- 10.2 The Customer hereby indemnifies and hold harmless the Bank from and against all actions, proceedings, claims and demands which may be brought or made against the Bank and all losses, costs, charges and expenses, howsoever arising and which the Bank may incur or sustain or for which the Bank becomes liable by reason of the Bank having acted in accordance with the whole or any part of any instructions, data and/or message given in furtherance of the use of the Service.
- 10.3 The Customer further indemnifies and holds harmless the Bank against all actions taken in accordance with the instructions, data and/or message purporting or appearing on their face to have been received from the Customer or through its IB Users. In addition, the Customer indemnifies and holds harmless the Bank from any liability or claim for failure to act or execute any instructions, data and/or message due to any reason beyond the Bank's control.

11. Termination of the Present Terms and Conditions

- 11.1 Either Party shall be entitled to terminate the present terms and conditions by giving 30 (thirty) days' prior notice.
- 11.2 However, the Bank shall be entitled to terminate the present terms and conditions immediately upon:
- (i) any breach thereof by the Customer and/or IB User; or
 - (ii) when the Customer's accounts are not maintained to the full and complete satisfaction of the Bank; or
 - (iii) upon the bankruptcy, liquidation or dissolution of the Customer; or
 - (iv) in case of any Insolvency Proceedings of the Customer; or
 - (v) any corporate action, legal proceedings or other procedure or step is taken in relation to the appointment of an Insolvency Practitioner in respect of the Customer; or
 - (vi) where any of the Customer's accounts is blocked or closed by the Bank.

11.3 Termination of the present terms and conditions, howsoever occasioned, shall not affect or prejudice any accrued rights or liabilities of either Party hereunder nor shall it affect any provision which is intended to apply after such termination.

11.4 The Bank also reserves the right to cancel the service if the Service has not been utilised for a period of 12 (twelve) consecutive months.

12. Amendments to the Present Terms and Conditions

The Bank reserves the right to vary the terms of the present terms and conditions which includes the modification, amendment, alteration, restraint or extension of any of the selected banking services offered through the Service. The Bank shall accordingly provide thirty (30) day prior notice to the Customer by such means as the Bank shall think fit. Any such variation shall become effective upon the expiry of the aforesaid thirty (30) days.

13. Assignment

The Customer shall not assign the present terms and conditions or any of its rights or obligations mentioned therein, in any circumstances whatsoever without the prior written consent of the Bank.

14. Notices and Communications

14.1 Any notice under the present terms and conditions must, unless otherwise specified, be given by the Customer to the Bank by registered mail or otherwise handed over to the Bank, as follows:

Attention of:

The Relationship Manager

The Mauritius Commercial Bank Limited

9-15 Sir William Newton Street, Port-Louis

14.2 Unless the Bank is required to contact the Customer in a particular way by law, the Bank may contact the Customer by post, telephone, e-mail, or by putting a notice on its website or in its branches.

14.3 The registered address that the Customer has provided to the Bank will be the one to which communications will be sent. The Customer must notify the Bank immediately of any change in its registered address. The Bank will ask the Customer to confirm any change of address in writing and to provide evidence of the change of address.

14.4 The Customer must also let the Bank know immediately if it changes its business name, telephone number or email address, whether of itself or of any IB users.

14.5 Any document, letter, notice sent by the Bank to the Customer by post or delivered by hand to its last known registered address as per the Bank's records shall be deemed to have duly reached it. In consequence, the Bank is hereby discharged from all liabilities resulting from any failure on the part of the Customer to notify it of any changes.

15. Availability

15.1 The Service shall be available, unless otherwise advised by the Bank to the Customer from time to time, 24 (twenty four) hours a day and 7 (seven) days a week.

15.2 The operation hours may be varied and suspended by the Bank without notice although in such cases the Bank will endeavour to advise the Customer as soon as may be reasonably practical, by whatever means the Bank may deem appropriate and fit.

15.3 The date and time referred to on the MCB Internet Banking or on any other document relating to the Service shall be the date and time prevailing in the Republic of Mauritius at the time of the transaction.

16. Data Protection

16.1 The Customer acknowledges, understands and consents that the Bank shall, for the performance of its obligations hereunder, collect and where necessary or required, process, transfer and store, personal information ("Personal Data") of the Customer or such other officers, employees and directors of the Customer, where applicable (the "Relevant Persons"). The Bank undertakes to treat the Personal Data of the Relevant Persons confidentially and securely in line with the provisions of the Data Protection Act 2017 (as amended or replaced by any subsequent legislation).

16.2 The Relevant Persons have the right of access to, the possibility of correction of and destruction of, their Personal Data which is in the custody or control of the Bank.

16.3 The Bank undertakes not to reveal or otherwise disclose the Personal Data to any external body or person save and except for the disclosure of any Personal Data to any agent, third party service provider, professional adviser, a member of the Bank's group of companies or any other person under a duty of confidentiality to the Bank.

16.4 The Customer expressly agrees and procures to do all such things as may be necessary or required to ensure that the Relevant Persons are made aware of the data protection provisions herein contained so that the Relevant Persons may give their consent with regards to the collection, processing, transfer and storage of Personal Data by the Bank.

16.5 The Customer acknowledges that he has been duly informed that the Bank has developed a Policy governing Data Protection and Processing, which he should be aware of and, which is made available to him on: <https://on.mcb.mu/f2388>

17. Complaints Procedure

17.1 The Bank is committed to handling any customer complaint promptly, courteously and in a manner that is fair and equitable. Should the customer not be satisfied with the Bank's level of service, he may submit his complaint:

- to his Relationship Manager;
- to the nearest Branch;
By filling in the Customer Feedback Form and handing it over to the Branch Manager or the Operations Supervisor
- To The Complaint Desk at the Head Office of the Bank, Port-Louis
- on the Bank's website at <https://www.mcb.mu/en/contactus>
- by telephone on 202 6060

18. Governing Law and Jurisdiction

The present terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Mauritius and any dispute arising in connection with the interpretation and/or fulfilment of the present terms and conditions shall be submitted to the exclusive jurisdiction of the competent Courts within the Republic of Mauritius.

19. General

19.1 The present terms and conditions shall continue in full force and effect and continue to bind all respective assignees and successors of the Customer.

19.2 The latest version of terms and conditions, as may be amended from time to time by the Bank, are also available at any time on request at all MCB Branches and on the Bank's website (www.mcb.mu).

ANNEXURE 1

SmartApprove App

The Signatory IB User acknowledges that:

- a. To start using the SmartApprove, the Signatory IB User must first download the application on the appropriate store and register himself using his MCB Internet Banking credentials.
- b. Upon registration, the Signatory IB User shall perform the device pairing process on his smartphone or device;
 - Log in Authentication application using his MCB Internet Banking credentials;
 - Accept the terms and conditions of use of the Smart Approve;
 - Confirm his mobile phone number as per the Bank's records. A verification code will be generated and sent by SMS or any form of electronic communication or by any form of electronic communication to the Signatory IB User on his smartphone to validate the confirmed mobile phone number to complete the device pairing process;
 - Enter the verification code received;
 - Set and confirm his mPIN;
 - Confirmation message displayed for successful registration.
- c. The device pairing process is applicable only for accessing the Smart Approve on a smartphone.
- d. The registered Smart Approve user has the possibility to pair only one device for accessing the Smart Approve.
- e. Certain functionalities will need to access information (including but not limited to the Signatory IB User personal data shared with the Bank) on the Signatory IB User device to work. By using such functionalities, the Signatory IB User consents to the application accessing his device and information. The Signatory IB User may also manage how the application accesses his device or information using privacy settings on his mobile device.
- f. The Signatory IB User shall ensure, before accessing Smart Approve that his smartphone, tablet or any other applicable device is not equipped with any User ID and Password memorizing facility.
- g. The use of and/or downloading of any file/software from the Internet shall be at the Signatory IB User own risk and shall be subject to the terms and conditions imposed by the licensor of the software which, in all cases, shall be considered as "third party software".
- h. The Signatory IB User hereby formally agrees to indemnify the Bank against any claim, liability, or action whatsoever against it in connection with the use of the SmartApprove.
- i. The OTP shall, at all times, be sent to the mobile phone number provided to the Bank or updated by the Signatory IB User through MCB Internet Banking and displayed during the confirmation process.
- j. The SmartApprove gives the registered Signatory IB User access to his account and it is therefore recommended that the Signatory IB User keeps his device secure and logs out from the SmartApprove if he is not using it. It is the Signatory IB User responsibility and the Bank shall in no circumstance whatsoever, be held liable therefore.
- k. The registered Signatory IB User shall nevertheless be liable to the Bank for any transaction effected through the Smart Approve by any other person who acquired possession of the Signatory IB User device whether it is with or without the latter consent before such notification is received by the Bank as if he had used it himself.
- l. If the Signatory IB User suspects that a third party knows his password or other security details, he must immediately change his mPIN or alternatively contact the Bank for assistance. If the Signatory IB User fails to do so, he shall be liable for any unauthorized transactions effected on the account(s) which are as a result of his security details becoming known to a third party.
- m. It is the sole responsibility of the Signatory IB User to inform the Bank of any change in the mobile phone number originally communicated to the Bank and registered with the Bank.
- n. The Signatory IB User understands and agrees that in order to access the Smart Approve effectively he shall:
 - Obtain by his own means and maintain the appropriate hardware and software;
 - Duly take cognizance of the user guide and security information as may be amended from time to time by the Bank and available on the Bank's website, and undertake to carefully adhere to the recommended procedures.
- o. The Signatory IB User shall be solely liable for any expenses, loss or damage that the Bank or any third party may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such aforementioned software in accordance with clause k above.

MPin

- a. The mPIN shall be a multi digit pin set by the registered Signatory IB User which can be changed by the latter through the SmartApprove application.
- b. The mPIN is essential to log on the Smart Approve and perform transactions. The registered Signatory IB User shall, in all circumstances, keep his mPIN secret, and not impart it to any person whatsoever.

- c. If the mPIN has become known to any person other than the registered Signatory IB User, the latter shall notify the Bank immediately on the (230) 202 6060 (24hr service).
- d. The Signatory IB User shall have the possibility to change his mPIN on the SmartApprove.
- e. The Bank shall never contact an IB User to request his security credentials. If the Signatory IB User receives such a request, he shall not supply his security details in any circumstance for he shall otherwise be liable for all transactions performed through the SmartApprove and the use of the credentials. The Signatory IB User should report any such activity to the Bank immediately on the (230) 202 6060 (24hr service).

Change in Mobile Phone Number

The Signatory IB User has the obligation to inform the Bank of any change with respect to its mobile phone number. If the Signatory IB User fails to inform the Bank as aforesaid and the Bank is in receipt of any notification from the relevant MNO (applicable to mobile number registered in Mauritian jurisdiction) that the Signatory IB User's mobile phone number has been reallocated, the Bank reserves the right, in its absolute discretion, to amend its records accordingly without the Signatory IB User's prior consent and to terminate the Signatory IB User's subscription to the Smart Approve.

Loss or Theft of Mobile Phone

The registered Signatory IB User shall immediately report to the Bank on the (+230) 202 6060 (24hr service) any loss or theft of the mobile device, including any suspected abstraction by any third party whatsoever.

In case of dispute as to the effective time and date of notification of any loss, theft or suspected theft, the time and date of receipt of the notification at the Bank shall be conclusive.

The Bank shall in no circumstances whatsoever, be held liable for any loss, damage resulting from any notification made by phone, fax or otherwise, which might not emanate from the registered Signatory IB User.

Report of the loss, theft, suspected theft or abstraction of the smartphone, shall in no way affect any transaction effected prior thereto or those already settled by the Bank or debited to the Customer's account.