



TERMS & CONDITIONS FOR MCB VISA PREPAID CARDS

Introduction

This document sets out the terms and conditions that apply when an MCB Prepaid card is issued to you. The card allows you to pay for goods and services locally and abroad, at merchants' place or online and enables you to withdraw cash from any ATM locally or abroad

MCB VISA PREPAID CARDS

Terms & Conditions

Preamble

- A. Whereas The Mauritius Commercial Bank Ltd (hereinafter referred to as the MCB or the Bank), issues MCB Visa Prepaid Cards (MCB cards) to its customers (the "Customer" or "Customers") whose application to this effect shall have been received and accepted.
- B. Whereas the customer to whom the MCB cards are issued, that is, "The Cardholder", shall be formally bound by the present Terms and Conditions.
- C. The use of the MCB cards shall constitute binding and conclusive evidence that the Cardholders agree to be bound by this Agreement
- D. Whereas the Cardholders unreservedly accept that the present Terms and Conditions may be amended from time to time and at any time by MCB, the Cardholders shall be notified of such amendments 30 days prior to the effective date of the amendments. Unless and until the MCB Cards are returned by the Cardholders within 15 days of such notification, they shall be deemed to have accepted the said amendments and be bound thereby.
- E. Whereas MCB shall have the right to terminate this Agreement, with immediate effect upon any material breach or violation by the Cardholder of any obligation contained herein.

1. Definitions and Interpretations

- 1.1 "Acquiring Bank" (also known simply as an acquirer) is a bank or financial institution that processes credit or debit Card payments on behalf of a Merchant.
- 1.2 "ATM" means Automated Teller Machine displaying the logos of the different networks including Visa.
- 1.3 "Authorisation amount" means the amount that is authorised by the Bank to the Prepaid Card upon purchase. The amount is held from the card balance until posted.
- 1.4 "Authentication Process" refers to MCB User ID and OTP (One Time Password).
- 1.5 "Bank" means The Mauritius Commercial Bank Ltd.
- 1.6 "MCB Card" means the MCB Visa Prepaid Card issued to the Cardholders in different currencies (MUR, USD, EUR, GBP and ZAR) and which are reloadable.
- 1.7 "Card Fee" means the fee applicable to purchase of a card
- 1.8 "Loading Fee" means the fee applicable upon loading a card
- 1.9 "Maximum amount on card" means the maximum amount that the card can hold at any one time.
- 1.10 "Card Number" - the 16-digit number embossed on the Card.
- 1.11 "Reloadable Card" means a Prepaid Card, which can be replenished by the Cardholder.
- 1.12 "Cardholder" refers to the customer who has been issued one or more MCB card(s) and in whose name an MCB account has been opened.
- 1.13 "Card Account" means the account attached to the specific Prepaid Card/s issued to the Cardholder.
- 1.14 Card Not Present Transactions: Transaction payment without the Card being physically presented for the Merchant's visual examination at the time that the payment for the transaction is effected including but not limited to online transactions, mail order and transactions via telephone.
- 1.15 "Cash Advance" means any money the Cardholder may access under his/her account, except a purchase. Cash advances include:
 - ATM withdrawals (including any ATM fee)
 - Money withdrawn at a branch or other financial institution (if authorised by MCB)
- 1.16 "Chip" - Integrated circuit that may be embedded in a Card and which is designed to perform processing and/or memory functions.
- 1.17 "Contactless Transaction" - Card transaction processed through just a tap at a contactless enabled POS device with or without requiring the Cardholder to input his PIN to authorise the transaction, subject to the transaction threshold authorised by the MCB
- 1.18 "Contactless enabled POS device" - POS terminal through which a contactless purchase may be made.
- 1.19 "CVV" - Card Verification Value relates to the 3-digit code at the back of the Card.
- 1.20 "MCB Cards Secure" is a free 3D secure online service and gives the cardholder the extra security s/he needs when purchasing on the Internet at 3D secure participating Merchants by generating a one-time password that is known to him/her only. Each time the cardholder shops online at a 3D secure Merchant, an MCB-branded window will pop up to require authentication using an OTP and his MCB User ID to continue his transaction validation.

- 1.21 "Identified Device" means mobile phone, tablet or such other devices as may be permitted by the Bank with which the Tokenised Card is registered
- 1.22 Authentication Process: Refers to the identification and validation process that requires a One-Time Password (OTP) and an MCB User ID.
- 1.23 "One-Time Password" (OTP) a temporary, secure PIN-code sent to the cardholder via SMS to the mobile number the cardholder provided upon card application, that is valid only for one transaction to be used for enhanced security in performing online transactions.
- 1.24 Payment Card Network means Visa International.
- 1.25 The Payment Card Network Rate is the rate applied by the Card Provider to convert transaction amounts to the settlement amount or billing amount.
- 1.26 The "PIN" means the Personal Identification Number selected by the Cardholder or allotted by the MCB to the Cardholder.
- 1.27 'Merchant' - A business establishment or a retailer who has agreed to accept the Card for payment of its goods and services.
- 1.28 "POS" means Point of Sales.
- 1.29 "Posting Date" - the date on which the transactions are effectively debited to the cardholder's account.
- 1.30 "SMS" means Short Message Service.
- 1.31 "Terminal limit" is the limit which has been set by the Acquiring Bank on the POS machine to accept Contactless payment.
- 1.32 "Tokenisation" means the replacement of actual card details with an unique alternate code called the "token", which shall be unique for a combination of card and the Identified Device
- 1.33 "Tokenised Card" means the digital version of the Card stored on the Identified Device of the relevant Cardholder pursuant to Tokenisation
- 1.34 "Tokenised Card Transaction" means the transaction effected by using the Tokenised Card for making payment
- 1.35 "Transaction" or "Card Transaction" means any purchase made or Cash Advance obtained by the cardholder using the card or card number or tokenised card.
- 1.36 'USER ID' means a user identification code in the form of a numeric code allocated by MCB to the Customer. This user identification code enables MCB to identify the Cardholder each time the Cardholder does an online transaction.

2. Purpose of the Card

- 2.1 The Card is accepted in Mauritius and abroad and enables its holder:
 - 2.1.1 To pay for goods and services supplied by merchants displaying the logo corresponding to that appearing on his/her Card as follows:
 - 2.1.1.1 By tapping or waving the Card at a contactless enabled POS device
 - 2.1.1.2 By inserting the Card into the POS device
 - 2.1.1.3 By entering the Card Number in an online environment
 - 2.1.2 To withdraw bank notes, in Mauritius in local currency, and abroad in the currency of the country concerned, from automated teller machines (ATMs) displaying the Visa logo.
 - 2.1.3 To obtain through MCB ATMs the balance of his/her account and a statement of the latest transactions thereon.
- 2.2 The Card shall not be used for any unlawful purpose, including the purchase of goods or services prohibited by the local law applicable in the Cardholder's jurisdiction.

3. Issue of the Card

- 3.1 The MCB shall issue the Card to those customers whose applications have been accepted.
- 3.2 The customer's name will be printed on the Card.
- 3.3 MCB will not issue more than one card per foreign currency to the Cardholder.
- 3.4 The Card is accepted in Mauritius and abroad.

4. Personal Identification Number

- 4.1 A PIN shall be allotted by the MCB to the Cardholder, which shall be dispatched to him/her separately from the card. The Cardholder shall have the possibility to change or alter this PIN on any of the channels as made available by the MCB at that particular time.
- 4.2 The PIN is essential for performing transactions (where applicable) except for online and contactless transactions.
- 4.3 A PIN is strictly confidential and shall be kept secured by the Cardholder and should not be disclosed to anyone under any circumstances or for any other reasons. The Cardholder shall take all reasonable steps to keep the PIN secure at all times, including his/her place of residence. The Cardholder shall:

- destroy any PIN notification advice/mailed of the PIN;
- not write down the PIN on the Card, or on anything kept in close proximity with the Card;
- not display or disclose the Card details or PIN to any other person;
- not allow another person to see the PIN during any PIN entry;
- not select a PIN or use the PIN negligently or recklessly which will contribute to or cause losses from any unauthorised transactions from the use of the Card by any third party;
- not use a PIN selected from his/her date of birth, identity card, passport, driving license or contact numbers;
- not allow any other person to use the Card and PIN.

4.4 The Cardholder shall indemnify the MCB in case the latter were to suffer any damage, loss or prejudice caused by the Cardholder's failure to fulfill this obligation.

4.5 If the PIN has become known to any unauthorised person, the Cardholder shall notify the MCB Card Centre immediately. The Cardholder shall nevertheless be liable to the MCB for any transaction effected by the use of the Card by any other person who acquired possession of it with or without the Cardholder's consent before such notice is received, as if he/she had used it personally.

5. Use of the Card

5.1 The cardholder is entitled to use his Card for the purposes set out in clause 2

5.2 It is the responsibility of the Cardholder to ensure that the card is activated before use.

5.3 The Cardholder shall use the Card as required by the MCB. The decision as to whether the Card is being so used rests with the MCB and shall be conclusive and binding on the Cardholder.

5.4 Where the Cardholder holds several accounts in the books of MCB, he/she shall expressly select the account which shall be set as default account to the Card to levy the Card Fee.

5.5 The MCB accepts no responsibility for the refusal of any Merchant or establishment to accept the Card for any reason whatsoever.

5.6 The amount of cash withdrawals such as it is recorded by the ATM and the payments effected by the Cardholder through the use of his Card shall be debited to the account of the Cardholder.

5.7 Before using his/her Card, the Cardholder shall ensure that there are sufficient funds standing to the credit of his/her account for payment of the Card transactions, including any transaction fees as applicable.

5.8 The fraudulent, incorrect or illegal use of the Card by the Cardholder shall not relieve the Cardholder of his/her liabilities towards the MCB in respect thereof.

5.9 The MCB shall not be responsible to the Cardholder for any goods or services supplied to him/her by Merchants, or to any person to whom the said goods and services have been so supplied. Disputes arising from the supply of such goods or services shall be settled directly with the Merchants without the MCB being a party thereto. The Cardholder shall consequently not be relieved of his/her obligations towards the MCB as regards the relevant Card transactions.

5.10 The Cardholder agrees that the MCB may debit the card account for all transactions effected in any of the following manner:

5.10.1 When the Card is used with PIN or without PIN in conjunction with any reader/terminal. In case of doubt, when the Card is presented to a Merchant to be inserted at a reader/terminal, if prompted for PIN entry when using the Card for a purchase, the Cardholder shall input the PIN, else the transaction will fail.

5.10.2 When the Card with the "contactless" feature is presented to a Merchant, by tapping the Card at a contactless reader/terminal ("Contactless Transaction Processing"). The Cardholder may still be required to enter his/her PIN to validate his/her contactless transaction depending on the transaction value.

5.10.3 When the Card is used to perform online transactions.

5.11 The Cardholder consents and agrees that the inputting of the PIN at the time of the transaction shall be used as a means of authenticating and verifying the Cardholder's identity. In this regard, the Cardholder authorises the MCB to accept, follow and act upon all instructions of the Cardholder when identified by the Cardholder's PIN and the MCB shall not be liable for acting upon such instructions in good faith.

5.12 By using his/her Card to make a contactless transaction for an amount below the threshold set by the MCB and/or by using it for a Card-Not-Present transaction, the Cardholder agrees that such amount shall be debited from his/her card account and shall be paid to the Merchant. The Cardholder cannot stop or reverse such transaction. The Cardholder agrees that the Bank shall not check who has initiated such transaction and whether he/she has been authorised to do so.

6. Card Tokenisation

6.1 The Cardholder may tokenise the Card and store same digitally for making payments through the Identified Device of the Cardholder only if the Card is eligible for Tokenisation as per the Bank's policies.

6.2 The Bank may, in its sole discretion and without the need to justify, allow or deny Tokenisation of the Card and such Bank's decision will be final and binding on the Cardholder

6.3 The use of the Tokenised Card is not subject to the contactless transaction limits imposed by the Bank.

7. Contactless Transaction Processing

7.1 For the purpose of Contactless Transaction Processing:

- 7.1.1 A Card Transaction processed through just a tap at a contactless enabled POS device with or without requiring the Cardholder to input his/her PIN to authorise a transaction, subject to the transaction threshold authorised by the MCB.
- 7.1.2 A Contactless payment method via Visa network can be performed at any Point of Sales terminal which displays both the Visa and contactless logo.
- 7.1.3 The Cardholder may not be provided with the transaction receipt for a contactless offline transaction unless he/she expressly requests for it to the Merchant.
- 7.1.4 Contactless Transactions are also subject to the Card Limits¹ which shall be revised by the MCB from time to time as available on MCB's Website and in MCB branches.
- 7.1.5 Contactless Transactions are also subject to terminal limits which shall be set by the acquiring bank.
- 7.1.6 If Contactless Transaction exceeds one or more of the limits, the Cardholder can still make purchases by inserting the Card into the reader/terminal and inputting the PIN.

7.2 The Cardholder shall be liable for all Contactless Transactions that have been effected with his/her Card. The MCB shall not in any way whatsoever be liable for such Contactless Transactions saved and except when the Cardholder has reported that his/her card has been stolen or lost.

¹ Refer to MCB website for more details on Card limits

8. Tokenised Card Transaction Processing

- 8.1 A digital Card transaction is processed through just a tap of the Identified Device at a POS device.
- 8.2 The Tokenised card transaction requires the Cardholder to validate and authorize the digital card transaction through inserting the password/security credentials or any other security means used to unlock the identified device.
- 8.3 The Cardholder shall be liable for all Tokenised card transactions that have been effected with the Identified Device. The MCB shall not in anyway whatsoever be liable for such Tokenised card transactions save and except when the Cardholder has reported that his identified device has been stolen or lost.

9. Card Not Present Transaction

9.1 The hereunder provisions shall apply to Card-Not Present (CNP) Transactions:

- 9.1.1 Upon receiving his/her Card, the Cardholder will be able to use the card for online purchases. At 3D Secure merchants, the Cardholder will require to input a USER ID and a One-Time Password (OTP).
- 9.1.2 The Cardholder acknowledges that he shall be solely responsible to keep the User ID, Card Number, Expiry Date and CVV/CVC confidential and not to communicate same under any circumstances whatsoever to any third party.
- 9.1.3 The Cardholder may be required to key in the CVV to make Online Transactions in order to establish the owner's identity and minimise the risk of fraud. The Bank shall not be liable whatsoever for any loss/damage arising out of issue of the Card and related CVV to the cardholder.
- 9.1.4 In addition to the CVV, the Cardholder may be required to key in an One-Time Password (OTP), to make Card-Not-Present (CNP) Transaction at participating 3D secure merchants. Registered Merchants in the 3D secure programme can be identified by the VISA Secure logo displayed on their website.
- 9.1.5 The OTP issued is strictly confidential and the Cardholder shall not disclose the OTP to any person under any circumstances or by any other means whatsoever. The Cardholder is fully liable for all Card-Not-Present (CNP) Transactions effected by the use of the OTP.
- 9.1.6 The Cardholder must ensure that his/her mobile number is registered with the MCB. The Cardholder is responsible to inform the MCB of any change to his/her mobile number. The Cardholder hereby agrees that MCB Cards Secure shall be made available to him/her only if his/her credentials/ details are updated and available in the bank's records. Default of which may result in his/her inability to use his/her cards at 3D secure merchants' portal for online transactions which require authentication by this service. Cardholders should ensure that all information provided to the MCB is accurate and correct at all times and should immediately contact MCB Cards Call Centre on +230 202 6060 to inform the MCB of any change to his/her mobile number to which the User ID and OTP shall be communicated.
- 9.1.7 Where the Cardholder's mobile phone is on roaming mode, the costs charged by the telecommunication providers shall be borne by the Cardholder.

- 9.1.8 In the event the Cardholder does not receive the OTP due to the invalidity, inaccessibility or system failure of the registered mobile phone (including but not limited to the MCB's or third party system, any electronic, mechanical, system failure or corruption, computer viruses, bugs or related problems, operating system malfunction, telecommunication network or internet failure, power breakdown or UPS or other delivery breakdown), the Cardholder shall call MCB Card Centre on (230) 202 6060 (24/7 service) for assistance. To the extent permitted by law, the MCB shall not be liable to the Cardholder if the Cardholder is unable to make the intended online purchase/Card-Not-Present (CNP) Transaction at the participating 3D secure online merchants due to the non-receipt of the OTP by the Cardholder caused by the unforeseeable and unavoidable circumstances herein mentioned.
- 9.1.9 In the event that the Cardholder utilises services and/or software support provided by third parties to access and operates the 3D Secure Services, the MCB does not warrant the security and confidentiality of information transmitted through the internet service provider, network provider or communication network provider or any equivalent system in any jurisdiction.
- 9.1.10 The Cardholder is solely responsible as regards to the computer, system, or any device from which the Card-Not-Present (CNP) Transactions are performed and the Cardholder must comply with any of the MCB's requirements imposed from time to time in respect of the same.
- 9.1.11 The Cardholder shall be liable for all online transactions that have been affected. The MCB shall not in any way whatsoever be liable for such transactions.
- 9.1.12 The Cardholder shall not dispute an Online Transaction based on fraud in case the authentication process under the MCB Cards Secure has been completed successfully.

10. (Re)Loading

- 10.1 The Cardholder may (re)load funds onto the Reloadable Card by debiting an account opened in his/her name with the Bank through the following modes: Internet Banking or MCB Juice, at the counter in any MCB branch, subject to compliance of all applicable laws, rules and regulations in force from time to time.
- 10.1.1 Card (re)loading will not be allowed where it is a joint account requiring more than 1 signature.
- 10.2 MCB reserves itself the right to decline/reject any request for reloading which is in excess of either the daily, monthly, annual limit of the maximum amount available on the card. Please refer to fees and charges on mcb.mu accordingly.
- 10.3 The reloading of the Card shall take place in the same currency as the currency in which the Card was initially issued together with any charges as may be levied by MCB.
- For the reloading of Cards within MCB branches, the Cardholder shall be required to fill in the prescribed form.
- In case the source amount for reloading the Card is in another currency than the currency of the Card, the applicable conversion rate will be the Bank's Telegraphic Transfer Selling rate or appropriate cross rate and may vary from day- to-day or can vary several times within a day itself and MCB shall not be liable for any loss as a consequence of such conversion rates.
- 10.4 Reloaded funds shall be available to the Cardholder and the Card balance can be viewed at any MCB ATM or on the MCB Prepaid Card Interface.
- 10.5 Upon loading and reloading of the Card, the loading fee applied is deducted from the loaded amount. Please refer to fees and charges on mcb.mu accordingly.

11. Limits on Use of the Card

- 11.1 MCB may exercise its discretion to limit the amount of funds that may be used per day or over a specified period for effecting any transaction through the use of the Card.
- 11.2 The Prepaid Card shall be subject to a daily number of withdrawals as well as to a daily withdrawal amount limit. Such limit shall be communicated to the Cardholder and MCB reserves itself the right to amend such limit from time to time.
- 11.3 The Bank hereby informs the Cardholder that ATMs may also limit or restrict the number of transactions and amount that may be effected through the use of the Card. Consequently, the Bank cannot be held responsible for such limits or restrictions through the use of the Card.

12. Special Provisions Relating to the Running of the ATM's

- 12.1 The ATMs' records or their reproduction on a computer-base shall be conclusive and irrefutable evidence of the amounts withdrawn by the Cardholder entitling the MCB to debit such amounts to the Card Account.
- 12.2 The MCB and the firm responsible for the maintenance of the ATMs shall in no circumstances be liable for the malfunction, temporary breakdown or misuse of the ATM, which may result in the retention of the Card or it being torn, destroyed or rendered unusable, and shall not be held liable for any consequence resulting therefrom.
- 12.3 Improper use of the ATM or unsuccessful attempts to key in PINs will result in the automatic retention of the Card which the Cardholder shall then recover by calling at his/her MCB branch with a means of identification.
- 12.4 The MCB shall not be liable, in the absence of willful misconduct or gross negligence on the part of its servants or agents, for any loss or damage suffered by the Cardholder, arising out of an interruption or failure of power supply to an ATM, of any ATM breakdown or damage, or of the Cardholder's general use of ATM services.

13. Payments for Goods and Services

- 13.1 Payment shall be evidenced by a Sales Voucher issued by the merchant and duly signed by the cardholder (where applicable)
- 13.2 The cardholder shall sign a Sales Voucher when using the Card to purchase goods and services. However, failure to do so shall not relieve him from liability for payments effected by the MCB for his account through the use of the Card, and the POS voucher shall entitle the MCB to effect the payment aforesaid, whether or not it is signed by the cardholder.
- 13.3 Any claims or disputes between the cardholder and the supplier of goods or services supplied with the use of the Card shall be deemed to be irrelevant to the MCB's claim and right to receive payment from the cardholder in terms hereof. Under no circumstances shall the cardholder have a claim against the MCB or the right to refuse payment for any reason whatsoever in the event of a dispute arising between the cardholder and the supplier of any goods or services acquired with the use of the Card or card number or tokenised card. However, the MCB shall be entitled and undertakes to provide all necessary information relating to the use of the Card to the cardholder.
- 13.4 The MCB shall not be liable for the refusal by any retailer or any bank or financial institution, to accept or honour the Card.

14. Settlement Of Goods and Services

- 14.1 Upon purchase of goods and/or services by the Cardholder, provided the Card is sufficiently funded.
 - 14.1.1 The Bank authorises the transaction and the funds are retained on the Card during a limited time period as defined by the Bank.
 - 14.1.2 The Merchant then settles the transaction with the Bank either on the transaction date or at any other following days.
 - 14.1.3 If a transaction is settled beyond the period defined in 14.1.1, the amount of such transaction will be debited to the Card account irrespective of the available balance. The customer remains liable to the Bank for the amount due.
 - 14.1.4 For cross currency transactions, the Bank rate applicable will be on the processing date. Such rate may differ from the rate used upon transaction is authorised.
- 14.2 The Cardholder agrees to refund the MCB in respect of any outstanding debit balance on his/her Card account within a maximum of 45 days. Should the Cardholder fail to settle the balance due within such period, the Bank shall take appropriate measures to recover the amount due.
- 14.3 In case of non- payment of the balance due by the Cardholder, the Bank shall exercise its right as provided under Article 2150-1 and following of the Civil Code as regards the "the privilege special au profit des banques."

15. Foreign Currency Transactions

- 15.1 For transaction effected in any currency other than the currency of the Prepaid Card Account, a fee shall be applied by the MCB for the currency conversion.

The transaction amount shall be converted into:

 - 15.1.1 the settlement currency of the Payment Card Network i.e. USD at the Payment Card Network rate;
 - 15.1.2 and then into Mauritian Rupees at MCB prevailing selling Telegraphic Transfer rate, on the processing date;
 - 15.1.3 thereafter from Mauritian Rupees to the Card Account Currency at the MCB prevailing buying Telegraphic Transfer rate, on the processing date.
- 15.2 Overseas transactions:
 - 15.2.1 The Cardholder may effect contactless transactions when travelling abroad. However, the limits shall vary according to the Acquiring Bank's Terminal Limits.
 - 15.2.2 The Bank reserves the right to decline any transaction effected in MUR in any other country around the world other than Mauritius.
- 15.3 Refund on card:
 - 15.3.1 Where a Merchant becomes liable to make a refund to a Cardholder, the MCB shall credit the Prepaid Card Account with the amount to be refunded.
 - 15.3.2 For refund effected in any currency other than the currency of the Card, the refund amount shall be converted to:
 - 15.3.2.1 the settlement currency of the Payment Card Network i.e. USD at the Payment Card Network rate;
 - 15.3.2.2 and then into Mauritian Rupees at MCB prevailing buying Telegraphic Transfer rate, on the processing date;
 - 15.3.2.3 thereafter from Mauritian Rupees to the Card Account Currency at the MCB prevailing selling Telegraphic Transfer rate, on the processing date.

The refund also includes the conversion fee, where applicable, upon payment to the Cardholder.

16. Loss or Theft of the Card

- 16.1 The Cardholder shall immediately report to the MCB either on its 24-hour telephone number (230) 202 6060, telegram or telex; any loss or theft of his/her Card, including any suspected appropriation of the Card even if it were by a member of the Cardholder's family. Such report shall be confirmed in writing as follows:
- 16.1.1 If the loss, theft, or suspected appropriation occurs locally, the report shall be confirmed in writing on a form, specially provided for this purpose by the MCB, signed by the Cardholder and handed over personally. The Cardholder shall at such time, further produce his/her National Identity Card or passport.
- 16.1.2 In case no written report has been made, the Cardholder shall report such loss, theft or suspected appropriation to the MCB in writing.
- 16.1.3 In case the loss, theft, or suspected appropriation occurs abroad, it shall be reported immediately to the MCB either on its 24/7 telephone number +230 202 6060, telegram or telex. However, such loss, theft or suspected theft shall be confirmed in writing by means of a letter signed by the Cardholder and addressed to the MCB Card Centre
- 16.2 In case of loss, theft or suspected appropriation of the Card, the MCB may further require the Cardholder to report same to the Police and to supply to the MCB proof that such report has been made.
- 16.3 In case of dispute as to the effective time and date of notification of any loss, theft or suspected appropriation, the time and date of receipt of the written notification at the MCB Card Centre shall be conclusive.
- 16.4 The MCB shall in no way whatsoever, be held liable for any loss, damage resulting from any notification made by phone, telegram, telex or otherwise, which might not emanate from the Cardholder and/or which is not confirmed in writing as per Section 16.1 above.
- 16.5 Subject to Clause 18 below, the Cardholder and the account holder shall be liable until written confirmation of the loss, theft or suspected appropriation of the Card is received by the MCB. The transactions which have been posted to the account prior to receipt by the MCB of the Cardholder's confirmation specified in Section 16.3 shall be deemed to have been effected by the Cardholder himself/herself.
- 16.6 Report of the loss, theft, suspected appropriation of the Card, shall in no way affect any transaction effected prior thereto or those already settled by the MCB or debited to the Card account.

17. Loss/Theft of identified Device and/or Misuse of Tokenised Card

- 17.1 The Cardholder shall immediately report to the MCB either on its 24-hour telephone number (230) 202 6060 or by email to cardscallcentre@mcb.mu if the Identified Device is misplaced, damaged, lost or stolen or if the Cardholder suspects that the Tokenised Card is being used without the Cardholder's permission.
- 17.2 The Bank shall not be liable or responsible for any transaction incurred on the card account using the Tokenised Card prior to time of reporting of the loss of the Identified Device and the Cardholder will be wholly liable for the same
- 17.3 The Cardholder shall be solely liable for all losses in case of any misuse of the Tokenised Card by any other person/s who obtained access to the Identified Device/Tokenised Card.

18. Duties and Liabilities of the Cardholder

- 18.1 The Cardholder is responsible for the safekeeping and use of his/her card and his/her PIN. He/she shall exercise the utmost care to prevent it being lost, stolen or used by another person.
- 18.2 Subject to the provisions of Clause 18.3 below, the Cardholder shall be liable until the written notification of the loss, theft or suspected appropriation referred to in Clause 16 and Clause 17 above, is received at the MCB Card Centre.
- 18.3 In case of fault or negligence by the Cardholder in the safekeeping of his/her Card or his/her PIN, the MCB shall be entitled to report the matter to the Police and to claim damages, from the Cardholder even though the latter has notified the loss, theft or suspected appropriation.
- 18.4 In the case the Card is tokenised;
- 18.4.1 The Cardholder shall take appropriate security measures in relation to the Identified Devices and the Tokenised Card including, without limitation, the following measures:
- 18.4.1.1 Ensuring that no person has unauthorized access to the Identified Device/Tokenised card;
- 18.4.1.2 Safeguarding the Identified Devices and keep them under the control of the Cardholder at all times;
- 18.4.1.3 Ensuring that the password and/or security credentials utilised to access the Identified Device are not shared or disclosed to any other person.
- 18.4.2 The Cardholder shall be fully and solely responsible of any disclosure of the Tokenised Card details, password/security credentials to access the Identified Device, personal identification number or other security details relating to the Identified Device/Tokenised Card, even if such disclosure is accidental or unauthorized. The Cardholder shall be solely responsible for all risk and consequences of the Tokenised Card being used by the unauthorized person(s) or unauthorized purposes, if any.
- 18.4.3 The Cardholder acknowledges and agrees that the Bank shall not be responsible if any person including, without limitation, any merchant/retailer/platform/website refuses to accept the Tokenised Card of the Cardholder.

18.4.4 The Cardholder agrees that (s)he is aware of the various risks (including, without limitation, fraudulent usage of Tokenised Card and loss of the Identified Device) associated with Tokenisation of the Card and its usage. The Cardholder hereby agrees and undertakes to assume and bear all risks involved in respect of Tokenised Card and usage of the same and the Bank shall not be responsible in any manner for the same and shall not be liable for any claims, loss, damage, cost or expense and liability, arising therefrom or in connection therewith

19. Liability of the Bank

19.1 The Bank is not liable to the Cardholder for the following (or any of them):

19.1.1 any delay, failure or computer processing error in providing any of our equipment, facilities or services to the Cardholder to the extent that it is caused or attributable to any circumstance beyond our reasonable control; and

19.1.2 any consequential or indirect loss arising from or in connection with our providing equipment, facilities or services, or our failure or delay in providing them.

19.2 The Bank may restrict access to the Card, temporarily or permanently, if we notice suspicious activity in connection with the Card.

20. Fees

20.1 A card fee shall be applied upon issuance of a Card.

20.2 Upon Card loading, a Loading Fee is levied upon each load to the card.

20.3 A Fee shall be charged for every cash withdrawal effected abroad or locally from any non-MCB ATM and at any financial (other than MCB) or merchant institution.

20.4 A Fee shall be applied by the MCB for the currency conversions.

21. Receipts of Funds In Excess of the Funds That Were To Be Loaded

In all cases where the Cardholder receives excess funds, he/she agrees to repay to MCB the said excess funds as may be specified by the MCB, or agrees that the said excess funds may be deducted from the funds available on the Card upon such terms and conditions as MCB shall specify or from any account of the Cardholder.

22. Duration of Validity and Termination of the Card

22.1 The Card shall be valid as from the first day of the startup date to the last day of the expiry date borne thereon.

22.2 Any expired Card will not be renewed and a request for a new Card shall have to be initiated by the Cardholder at his/her convenience.

22.3 The Card shall remain the property of the MCB which may in its absolute discretion terminate its validity at any time without having to give any reason thereof. The Cardholder, in such case shall stop using the Card from the time such request is made to him/her and shall return the Card to the MCB at the earliest. Such request shall be addressed to the Cardholder by registered post at his last known address, the postal receipt being evidence of such request. The Cardholder shall be liable to prosecution in case he/she continues to make use of his/her Card after such request.

22.4 In the event of death or bankruptcy of the Cardholder or breach of any of the conditions of this Agreement by the Cardholder, the MCB shall, in addition to any other remedies available may, take such steps as are necessary to stop any operation by means of the Card/s and to withdraw the Card/s.

22.5 Upon expiry date of the card, the Bank will credit the remaining balance on Card to the customer's account as indicated upon Card application as from 15 days after expiry date of the Card.

22.5.1 For transfer effected in any currency other than the currency of the customer's account, the amount shall be converted to the currency of the Cardholder account at the MCB prevailing Telegraphic Transfer Buying Rate, on the processing date.

23. Closure of Tokenised Card

23.1 The Cardholder shall follow the Bank's instructions to suspend/stop/delete/terminate/close the Tokenised Card and not use the features thereof any longer. The Cardholder hereby acknowledges and agrees that the termination of the Tokenised Card will not terminate, suspend, close or in any other manner affect the Card in physical or any payment or other obligations arising therefrom.

23.2 The Bank shall also have the right to suspend, restrict or terminate the Tokenised Card, at any time without having to provide any reasons in relation to the same.

23.3 Upon termination of the Cardholder agreement or suspension or termination of the Card, the Cardholder shall not be entitled to use the Tokenised Card in respect of such Card and the Cardholder shall immediately remove such Tokenised Card from the Identified Device. The Cardholder shall be solely responsible for all Tokenised Card Transactions in respect of such Card, whether or not authorized by it, unless and until the Cardholder removes such Tokenised Card from the Identified Device.

24. Keeping Of Documents and Information Relating to Card Operations: Time Limit for Claims

- 24.1 The relevant documents and information referred to in Clause 12.1 above shall be recorded by the MCB for a period not exceeding one year.
- 24.2 It is the responsibility of the Cardholder to check his/her Card account/s on a regular basis and inform the MCB of any suspicious transaction as soon as reasonably practicable.
- 24.3 No claim or action whatsoever relating to a Transaction shall be entertained beyond 120 days from the date of transaction.

25. Disputes

- 25.1 The MCB shall not be liable in the following cases:
- 25.1.1 if any Merchant varies the price for same goods and services purchased with the Card;
 - 25.1.2 if any financial institution or Merchant refuses to accept or honor the Card;
 - 25.1.3 for disputes in respect of any goods and/or services purchased with the Card;
 - 25.1.4 for the avoidance of doubt, any claims and/or disputes the Cardholder may have against any financial institutions or Merchant shall not relieve the Cardholder of his/her obligations and liabilities in respect of the transactions. The Cardholder undertakes not to involve the MCB in any such claim and/or disputes or legal proceedings against the said financial institutions or Merchants.
- 25.2 Any complaints about goods or services purchased with the Card shall be resolved directly by the Cardholder with the Merchant concerned.
- 25.3 In case of Cardholder's complaint or dispute, the MCB shall follow the rules and regulations set by VISA in initiating and processing such complaint or dispute. Any resulting refund may take up to 180 days before being undertaken.

26. Modification to the Terms and Conditions of this Agreement

- 26.1 The MCB may at any time, subject to a 30 days written notice and publication on the MCB website, change any Terms and Conditions of this Agreement, including interest rates, fees and other charges, the statement date or introduce new Terms and Conditions. The Cardholder who uses the Card after receiving such notification or does not return the Card to the MCB within 15 days of such notification shall be deemed to have accepted the said changes or amendments and shall be bound thereby.
- 26.2 If there are sufficient changes on a 12-month period to warrant it, the MCB shall provide to the Cardholder a consolidation of the changes made to the Terms and Conditions over that period.

27. Specific Condition Relating to Sanctions Lists

- 27.1. In this Clause:
- 27.1.1 "**Prohibited Person**" means a person that is:
 - (a) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List;
 - (b) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or
 - (c) otherwise, a target of Sanctions ("**target of Sanctions**" signifying a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities).
 - 27.1.2 "**Sanctioned Country**" means any country or territory that is, or whose government is, subject to or the target of country-wide or territory-wide Sanctions.
 - 27.1.3 "**Sanctions**" means the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures enacted, administered, implemented and/or enforced from time to time by a Sanctions Authority.
 - 27.1.4 "**Sanctions Authority**" means
 - (a) the United Nations Security Council;
 - (b) the United States of America;
 - (c) the European Union;
 - (d) any present or future member of the European Union;
 - (e) the United Kingdom;
 - (f) the respective governments and official institutions or agencies of any of the foregoing, including the Office of Foreign Assets Control of the US Department of Treasury ("**OFAC**"), the United States Department of State and the United States Department of Commerce, and His Majesty's Treasury; and
 - (g) any other governmental institution or agency with responsibility for imposing, administering or enforcing Sanctions with jurisdiction over the Cardholder.
 - 27.1.5 "**Sanctions List**" means any of the lists of designated sanctions targets maintained by a Sanctions Authority from time to time, including (without limitation) as at the date of this Contract:
 - (a) the Specially Designated Nationals and Blocked Persons list maintained by OFAC;

- (b) the Denied Persons List, Entity List and Unverified List, each maintained by the US Department of Commerce;
- (c) the Debarred Parties List maintained by the U.S. State Department's Directorate of Defense Trade Controls;
- (d) the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by His Majesty's Treasury;
- (e) the European Union's consolidated list of persons, groups and entities subject to financial sanctions;
- (f) (the European Union's lists of restrictive measures against persons and entities issued pursuant to its Common Foreign and Security Policy, for which a consolidated list is provided on the website of the European External Action Service, as well as any implementing or additional lists of restrictive measures against persons or entities issued by its member states; and
- (g) the Compendium of United Nations Security Council Sanctions Lists,
- (h) or any other similar list issued or maintained by, or public announcement of a Sanctions designation made by, a Sanctions Authority of persons the target or subject of Sanctions (including investment or related restrictions), each as amended, supplemented or substituted from time to time.

27.2. The Bank may be subject to Sanctions imposed by the Sanctions Authority. If it would result, or in the Bank's reasonable opinion is likely to result, in breach by the Bank or any of their respective employees of any Sanctions, the Bank may refuse to accept any instructions, refuse to make any payment, or take any action required under these terms and conditions.

27.3. The Cardholder represents, warrants, and undertakes that it is not, nor will it become, a Prohibited Person; is not, nor will it be, owned or controlled by a Prohibited Person; does not, nor will it, act directly or indirectly on behalf of or for the benefit of a Prohibited Person; does not, nor will it, own or control a Prohibited Person; and has not, nor will it, directly or indirectly make any payment or deposit to accounts held with the Bank from proceeds derived from, or otherwise directly or indirectly sourced from, any Prohibited Person, Sanctioned Country, sanctioned or sanctionable activity, or any other source or action that is subject to or would cause the Bank to be in breach of Sanctions. The Cardholder shall promptly notify the Bank upon becoming aware of such event or situation and shall indemnify and hold harmless the Bank for any loss, damage, cost, or expense arising from any breach of the foregoing.

27.4. In the event that the Cardholder is or becomes linked to a Prohibited Person, the Bank may, in its absolute discretion:

- (a) freeze, block, transfer or otherwise restrict access to the Cardholder's assets and accounts held by the Bank;
- (b) withhold or delay the disbursement or transfer of any funds or proceeds due to the Cardholder;
- (c) refuse to process or delay any transactions or payments involving the Cardholder;
- (d) terminate this Contract or any other agreements or transactions with the Cardholder; and/or
- (e) report relevant information to the appropriate Sanctions Authorities,

as required by the rules, discretions, or instructions of any Sanctions Authority.

27.5. The Bank shall not be liable for any loss, damage, cost, or expense by reason of the aforesaid.

28. Disclosure of Information

The MCB shall be entitled, should it deem necessary, to pass on to any commercial bank, financial institution or Merchant, any information relative to the Cardholder in case of improper or fraudulent use of the Card by him/her, or in order to facilitate the recovery of same in case of loss or theft, or suspected appropriation and the Cardholder hereby expressly and unreservedly authorises disclosure of such information.

29. Sanctions

29.1 Any improper or fraudulent use of the Card shall render the Cardholder liable to prosecution.

29.2 All costs, fees and expenses that may be incurred by the MCB for the recovery of any sum due as a result of the use of the Card shall be due and payable by the Cardholder. The commission payable to the MCB's Attorneys shall not exceed 10% of the amount recovered as capital and interest.

29.3 In an action before any Court for the recovery of any sum due to the MCB in connection with the use of a Card, the documents relating to the transactions effected therewith or certified photocopies thereof shall be conclusive and irrefutable evidence of the said transactions.

29.4 The Cardholder agrees to pay an investigation fee for each transaction disputed by the Cardholder.

30. General

30.1 The MCB may refuse any request for authorisation of a transaction if it has reasonable doubt that such transaction is fraudulent.

30.2 The MCB shall have the right to terminate this Agreement, with immediate effect upon any material breach or violation by the Cardholder of any obligation contained herein.

31. Governing Law, Jurisdiction and Arbitration

31.1 The present Agreement shall be governed by the Laws of the Republic of Mauritius.

31.2 Should any dispute arise in respect of the construction, validity or performance of the present Agreement the parties hereto undertake to resolve same amicably. Should the said dispute not be resolved, same may then be referred to the Courts of the Republic of Mauritius.

REFERENCE POLICIES AND DOCUMENTS

Reference Policy	Purpose
MCB Credit Card Terms and Conditions	For reference and application

The following card limits shall apply:

ATM daily withdrawal limit <ul style="list-style-type: none">• Local• Abroad	MUR 10,000 MUR 20,000 or equivalent in foreign currencies
Contactless limits	Refer to : https://mcb.mu/personal/help-centre/faq/contact-less-cards

The MCB may revise these limits from time to time.