

## Introduction

This document sets out the terms and conditions that apply when an MCB Rupys Prepaid card is issued to the parent/legal guardian, known as 'the Applicant'. The card allows the cardholder, in this case, the teenager, to pay for goods and services locally and abroad, at merchant's place and enables the cardholder to withdraw cash from any ATM locally or abroad.

## 1. Preamble

- A. Whereas The Mauritius Commercial Bank Ltd (hereinafter referred to as MCB), issues MCB Rupys Prepaid Cards (MCB Cards) to its 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 Applicant, 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 Applicant agrees to be bound by the present Terms and Conditions
- D. Whereas the Applicant unreservedly accept that the present Terms and Conditions may be amended from time to time and at any time by MCB, the Applicant 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 Applicant 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 the present Terms and Conditions, with immediate effect upon any material breach or violation by the Cardholder of any obligation contained herein.

## 2. Definitions and Interpretations

- 2.1 "ATM" means Automated Teller Machine displaying the logos of the different networks including Visa.
- 2.2 "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.
- 2.3 "Bank" means The Mauritius Commercial Bank Ltd.
- 2.4 "Card" means the Rupys prepaid card issued to the Applicant in MUR Currency and which is reloadable.
- 2.5 "Applicant" means the person who has applied for the card i.e the parent/legal guardian
- 2.6 "Maximum amount on card" means the maximum amount that the card can hold at any one time.
- 2.7 "Card Number" – the 16-digit number embossed on the Card.
- 2.8 "Reloadable Card" means a Prepaid Card, which can be replenished by the Applicant.
- 2.9 "Cardholder" refers to the customer whose name has been printed on the card.
- 2.10 "Card Account" means the account attached to the specific Prepaid Card/s issued to the Cardholder.
- 2.11 "Cash Advance" means any money the Cardholder may access under his/her account, except a purchase. Cash advances include:
  1. ATM withdrawals (including any ATM fee)
  2. Money withdrawn at a branch or other financial institution (if authorised by MCB)
- 2.12 "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
- 2.13 "Contactless enabled POS device" – POS terminal through which a contactless purchase may be made.
- 2.14 "Terminal limit" is the limit which has been set by the Acquiring Bank on the POS machine to accept Contactless payment.
- 2.15 "Chip" - Integrated circuit that may be embedded in a Card and which is designed to perform processing and/or memory functions.
- 2.16 "CVV" - Card Verification Value relates to the 3-digit code at the back of the Card.
- 2.17 Payment Card Network means Visa International.
- 2.18 The Payment Card Network Rate is the rate applied by the Card Provider to convert transaction amounts to the settlement amount or billing amount.
- 2.19 The "PIN" means the Personal Identification Number selected by the Cardholder or allotted by the MCB to the Cardholder.

- 2.20 'Acquiring Bank' (also known simply as an acquirer) is a bank or financial institution that processes card payments on behalf of a merchant.
- 2.21 'Merchant' - A business establishment or a retailer who has agreed to accept the Card for payment of its goods and services.
- 2.22 "POS" means Point of Sales.
- 2.23 "Posting Date" - the date on which the transactions are effectively debited to the cardholder's account.
- 2.24 "SMS" means Short Message Service.
- 2.25 "Transaction" or 'Card Transaction' means any purchase or cash withdrawal made by the Cardholder using his/her Card or Card Number.
- 2.26 'Validity Date'- the expiry date of the card as printed on the Card.

### **3. Purpose of the Card**

- 3.1 The Card is accepted in Mauritius and abroad and enables its holder:
- 3.1.1 To pay for goods and services supplied by merchants displaying the logo corresponding to that appearing on his/her Card as follows:
- 3.1.1.1 By tapping or waving the Card at a contactless enabled POS device
- 3.1.1.2 By inserting the Card into the POS device
- 3.1.2 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.
- 3.1.3 To obtain through MCB ATMs the balance of his/her card account and a statement of the latest transactions thereon.
- 3.2 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.

### **4. Issue of the Card**

- 4.1 The MCB shall issue the Card by post to those customers whose applications have been accepted.
- 4.2 The teenager's name will be printed on the Card.
- 4.3 The Card is accepted in Mauritius and abroad.

### **5. Personal Identification Number**

- 5.1 A PIN shall be allotted by the MCB to the Cardholder, which shall be dispatched to him/her separately by post. 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.
- 5.2 The PIN is essential for performing transactions except for contactless transactions.
- 5.3 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 Applicant shall ensure that Cardholder takes all reasonable steps to keep the PIN secure at all times, including his/her place of residence. The Applicant shall ensure that the Cardholder shall:
1. destroy any PIN notification advice/mailed of the PIN;
  2. not write down the PIN on the Card, or on anything kept in close proximity with the Card;
  3. not display or disclose the Card details or PIN to any other person;
  4. not allow another person to see the PIN during any PIN entry;
  5. 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;
  6. not use a PIN selected from his/her date of birth, identity card, passport, driving license or contact numbers;
  7. not allow any other person to use the Card and PIN;
  8. notify the MCB immediately (verbally or in writing) if he/she forgets his/her PIN.
- 5.4 The Applicant 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.
- 5.5 If the PIN has become known to any unauthorised person, the Applicant shall notify the MCB Card Centre immediately. The applicant 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 Applicant consent before such notice is received, as if he/she had used it personally.

## 6. Use of the Card

- 6.1 It is the responsibility of the Applicant to ensure that the Card is activated before use.
- 6.2 The Applicant shall ensure that the Cardholder uses 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 Applicant.
- 6.3 The MCB accepts no responsibility for the refusal of any Merchant or establishment to accept the Card for any reason whatsoever.
- 6.4 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 Applicant.
- 6.5 Before using the Card, the Applicant shall procure that the Cardholder ensures that there are sufficient funds on the card account for payment of the Card transactions, including any transaction fees as applicable.
- 6.6 The fraudulent, incorrect or illegal use of the Card by the Cardholder shall not relieve the Applicant of his/her liabilities towards the MCB in respect thereof.
- 6.7 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 Applicant shall consequently not be relieved of his/her obligations towards the MCB as regards the relevant Card transactions.
- 6.8 The Applicant agrees that the MCB may debit the card account for all transactions effected in any of the following manner:
  - 6.8.1 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.
  - 6.8.2 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.
- 6.9 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 Applicant 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.
- 6.10 By using the Card to make a contactless transaction for an amount below the threshold set by the MCB, the Applicant agrees that such amount shall be debited from the card account and shall be paid to the Merchant. The Cardholder cannot stop or reverse such transaction. The Applicant agrees that the Bank shall not check who has initiated such transaction and whether he/she has been authorised to do so.

## 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 and velocity 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 Limits<sup>1</sup> 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 Applicant shall be liable for all Contactless Transactions that have been effected with the Card. The MCB shall not in any way whatsoever be liable for such Contactless Transactions saved and excepted when the Applicant has reported that the Card has been stolen or lost.

<sup>1</sup> Refer to MCB website for more details on Card limits

## 8. (Re)Loading

- 8.1 The Applicant can (re)load the card:
  - 8.1.1 by debiting an account opened in the name of the Applicant
  - 8.1.2 through the following modes: Internet Banking or MCB Juice or at any counter in any MCB branch, subject to compliance of all applicable laws, rules and regulations in force from time to time
    - 8.1.2.1 Card (re)loading will not be allowed where it is a joint account requiring more than 1 signature

8.2 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.

8.3 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 Applicant 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.

8.4 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.

## **9. Limits on Use of the Card**

9.1 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.

9.2 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 Applicant and the Cardholder and MCB reserves itself the right to amend such limit from time to time.

9.3 The Bank hereby informs the Applicant and 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.

## **10. Special Provisions Relating to the Running of the ATM's**

10.1 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.

10.2 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.

10.3 Improper use of the ATM or unsuccessful attempts to key in PINs will result in the automatic retention of the Card which the Applicant shall then recover by calling at his/her MCB branch with a means of identification.

10.4 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.

## **11. Foreign Currency Transactions**

11.1 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:

11.1.1 the settlement currency of the Payment Network Card i.e. USD at the Payment Card Network Rate;

11.1.2 and then into Mauritian Rupees at MCB prevailing selling Telegraphic Transfer rate, on the processing date;

11.1.3 thereafter from Mauritian Rupees to the Card Account Currency at the MCB prevailing Buying Telegraphic Transfer rate, on the processing date.

11.2 Overseas transactions:

11.2.1 The Cardholder may effect contactless transactions when travelling abroad. However, the limits shall vary according to the Acquiring Bank's Terminal Limits.

11.2.2 The Bank reserves the right to decline any transaction effected in MUR in any other country around the world other than Mauritius.

11.3 Refund on card:

11.3.1 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.

11.3.2 For refund effected in any currency other than the currency of the Card, the refund amount shall be converted to:

11.3.2.1 the settlement currency of the Payment Network card i.e. USD at the Payment card Network Rate;

11.3.2.2 and then into Mauritian Rupees at MCB prevailing Buying Telegraphic Transfer rate, on the processing date;

11.3.2.3 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.

## **12. Loss or Theft of the Card**

12.1 The Applicant shall immediately report to the MCB either on its 24-hour telephone number (230) 202 6060, telegram, telex or fax (230) 208 7404; any loss or theft of the Card, including any suspected appropriation of the Card even if it were by a member of the Applicant's family. Such report shall be confirmed in writing as follows:

12.1.1 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 Applicant and handed over personally. The Applicant shall at such time, further produce his/her National Identity Card or passport

12.1.2 In case no written report has been made, the Applicant shall report such loss, theft or suspected appropriation to the MCB in writing.

12.1.3 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, telex or fax 208 7404. However, such loss, theft or suspected theft shall be confirmed in writing by means of a letter signed by the Applicant and addressed to the MCB Card Centre

12.2 In case of loss, theft or suspected appropriation of the Card, the MCB may further require the Applicant to report same to the Police and to supply to the MCB proof that such report has been made.

12.3 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.

12.4 The MCB shall in no way whatsoever, be held liable for any loss, damage resulting from any notification made by phone, telegram, telex, fax or otherwise, which might not emanate from the Applicant and/or which is not confirmed in writing as per Section 12.1 above

12.5 Subject to Clause 13 below, the Applicant 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 Applicant's confirmation specified in Section 12.3 shall be deemed to have been effected by the Cardholder himself/herself

12.6 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.

## **13. Liability of the Cardholder**

13.1 The Cardholder is responsible for the safekeeping and use of his/her card and his/her PIN. The Applicant shall ensure that the Cardholder shall exercise the utmost care to prevent it being lost, stolen or used by another person.

13.2 Subject to the provisions of Clause 13.3 below, the Applicant shall be liable until the written notification of the loss, theft or suspected appropriation referred to in Clause 12 above, is received at the MCB Card Centre.

13.3 In case of fault or negligence 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 Applicant even though the latter has notified the loss, theft or suspected appropriation.

## **14. Liability of the Bank**

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

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

14.1.2 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.

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

## **15. Fees**

15.1 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.

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

## **16. Settlement of Goods and Services**

- 16.1 Upon purchase of goods and/or services by the Cardholder, provided the Card is sufficiently funded.
- 16.1.1 The Bank authorises the transaction and the funds are retained on the Card during a limited time period as defined by the Bank.
- 16.1.2 The Merchant then settles the transaction with the Bank either on the transaction date or at any other following days.
- 16.1.3 If a transaction is settled beyond the period defined in clause 16.1.1 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.
- 16.1.4 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 authorized.
- 16.2 The Applicant agrees to refund the MCB in respect of any outstanding debit balance on the Cardholder's Card account within a maximum of 45 days. Should the Applicant fail to settle the balance due with such period, the Bank shall take appropriate measures to recover the amount due.
- 16.3 In case of non- payment of the balance due by the Applicant, the Bank shall exercise its right as provided under Article 2150-1 and following of the Civil Code as regards the "the privilège spécial au profit des banques."

## **17. Receipts of Funds in Excess of the Funds that Were to be Loaded**

In all cases where the Cardholder receives excess funds, the Applicant 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 Applicant.

## **18. Duration of Validity and Termination of the Card**

- 18.1 The Card shall be valid as from the first day of the startup date to the last day of the expiry date borne thereon.
- 18.2 Any expired Card will not be renewed.
- 18.3 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 the Applicant shall return the Card to the MCB at the earliest. Such request shall be addressed to the Applicant by registered post at his last known address, the postal receipt being evidence of such request. The Applicant shall be liable to prosecution in case the Card is being used after such request.
- 18.4 In the event of death or bankruptcy of the Applicant or breach of any of the conditions of the present Terms and Conditions by the Applicant, 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.
- 18.5 Upon expiry date of the card, the Bank will credit the remaining balance on Card to the Applicant's account as indicated upon Card application as from 15 days after expiry date of the Card.
- 18.5.1 For transfer effected in any currency other than the currency of the Applicant's account, the amount shall be converted to the currency of the Applicant's account at the MCB prevailing Telegraphic Transfer Buying Rate, on the processing date.

## **19. Keeping of Documents and Information Relating to Card Operations: Time Limit for Claims**

- 19.1 The relevant documents and information referred to in Clause 10.1 above shall be recorded by the MCB for a period not exceeding one year.
- 19.2 It is the responsibility of the Applicant to check the Cardholder's Card account/s on a regular basis and inform the MCB of any suspicious transaction as soon as reasonably practicable.
- 19.3 No claim or action whatsoever relating to a Transaction shall be entertained beyond 120 days from the date of transaction.

## **20. Disputes**

- 20.1 The MCB shall not be liable in the following cases:
- 21.1.1 if any Merchant varies the price for same goods and services purchased with the Card;
- 21.1.2 if any financial institution or Merchant refuses to accept or honor the Card;
- 21.1.3 for disputes in respect of any goods and/or services purchased with the Card;
- 21.1.4 for the avoidance of doubt, any claims and/or disputes the Applicant may have against any financial institutions or Merchant shall not relieve the Applicant of his/her obligations and liabilities in respect of the transactions. The Applicant undertakes not to involve the MCB in any such claim and/or disputes or legal proceedings against the said financial institutions or Merchants.
- 20.2 Any complaints about goods or services purchased with the Card shall be resolved directly by the Applicant with the Merchant concerned.
- 20.3 In case of Applicant'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.

## 21. Modification

- 21.1 The MCB may at any time, subject to a 30 days written notice and publication on the MCB website, change any present term and/or condition, including interest rates, fees and other charges, the statement date or introduce new term and/or condition. The Cardholder who uses the Card after Applicant receiving such notification or Applicant 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.
- 21.2 If there are sufficient changes on a 12-month period to warrant it, the MCB shall provide to the Applicant a consolidation of the changes made to the Terms and Conditions over that period.

## 22. 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 Applicant in case of improper or fraudulent use of the Card by the Cardholder, or in order to facilitate the recovery of same in case of loss or theft, or suspected appropriation and the Applicant hereby expressly and unreservedly authorises disclosure of such information.

## 23. Sanctions

- 23.1 Any improper or fraudulent use of the Card shall render the Applicant liable to prosecution.
- 23.2 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 Applicant. The commission payable to the MCB's Attorneys shall not exceed 10% of the amount recovered as capital and interest.
- 23.3 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.
- 23.4 The Applicant agrees to pay an investigation fee for each transaction disputed by the Applicant.

## 24. General

- 24.1 The MCB may refuse any request for authorisation of a transaction if it has reasonable doubt that such transaction is fraudulent.
- 24.2 The MCB shall have the right to terminate the present Terms and Conditions, with immediate effect upon any material breach or violation of any obligation contained herein.

## 25. Governing Law, Jurisdiction and Arbitration

- 25.1 The present Agreement shall be governed by the Laws of the Republic of Mauritius.
- 25.2 Should any dispute arise in respect of the construction, validity or performance of the present Terms and Conditions 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.

## 26. Specific Condition Relating to Sanctions Lists

- 26.1. In this Clause:
- 26.1.1 "**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).
- 26.1.2 "**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.
- 26.1.3 "**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.
- 26.1.4 "**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 Applicant.

26.1.5 “**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.

26.2. 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.

26.3. The Applicant 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 Applicant 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.

26.4. In the event that the Applicant 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 Applicant’s assets and accounts held by the Bank;
- (b) withhold or delay the disbursement or transfer of any funds or proceeds due to the Applicant;
- (c) refuse to process or delay any transactions or payments involving the Applicant;
- (d) terminate this Contract or any other agreements or transactions with the Applicant; and/or
- (e) report relevant information to the appropriate Sanctions Authorities,

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

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



## REFERENCE POLICIES AND DOCUMENTS

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

The following card limits shall apply:

<b>ATM daily withdrawal limit</b> <ul style="list-style-type: none"><li>• Local</li><li>• Abroad</li></ul>	<b>MUR 10,000</b> <b>MUR 20,000 or equivalent in foreign currencies</b>
<b>Contactless limits</b>	Refer to : <a href="https://www.mcb.mu/en/personal/support/faqs/contactless-card">https://www.mcb.mu/en/personal/support/faqs/contactless-card</a>

The MCB may revise these limits from time to time.