



TERMS & CONDITIONS FOR MCB MASTERCARD DEBIT CARDS

Introduction

This document sets out the terms and conditions that apply when an MCB Mastercard Debit Card (the Card) is issued to you. A Mastercard Debit Card allows you to pay for goods or services locally or abroad, to make contactless transactions locally or abroad as well as to buy goods or services online.

You can also use your MCB Mastercard Debit Card to access your accounts on ATMs.

MCB MASTERCARD DEBIT CARD

Terms & Conditions

1. Preamble

- A. Whereas The Mauritius Commercial Bank Ltd (hereinafter referred to as the MCB), issues MCB Mastercard Debit Cards, to its customers (the "Customer" or "Customers") whose application to that effect shall have been received and accepted.
- B. Whereas the customers to whom the MCB Cards are issued, "The Cardholders", are bound by the present Terms and Conditions.
- C. The use of the 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 such 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 of the Terms and Conditions contained herein.

2. Definitions and Interpretations

- 2.1 "Account" or "Bank Account" means the account to which the Cards relate and which is designated by the Applicant for the posting of his Card transactions.
- 2.2 "Account holder" means the person whose account (joint or single) is to be debited in respect of the Card transactions.
- 2.3 "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.
- 2.4 "Applicant" means the person making an application for the issue, by the MCB, of a Card.
- 2.5 "ATM" means Automated Teller Machine displaying the Mastercard logo.
- 2.6 "Card Not Present Transaction" means 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.
- 2.7 "Card Number" - The 16-digit number embossed on the Card.
- 2.8 "Cash Advance" means any money the Cardholder may access under his account, except a purchase. Cash advances include:
 - ATM withdrawals (including any ATM fee)
 - Money withdrawn at a branch or other financial institution (if authorized by MCB)
 - Transactions for items MCB considers equivalent to cash, such as gambling, lottery tickets, money transfers or quasi-cash, including transactions which Merchants informs the MCB for such items, whether in a card present or card not present mode.
- 2.9 "Chip" - Integrated circuit that may be embedded in a Card and which is designed to perform processing and/or memory functions.
- 2.10 "Contactless Transaction" means card transaction processed through just a tap at a contactless enabled POS device with or without requiring the Cardholder to input his PIN to authorize a transaction, subject to the transaction threshold authorized by the MCB.
- 2.11 "Contactless enabled POS device" - POS terminal through which a contactless purchase may be made.
- 2.12 "CVV" - Card verification value relates to the last 3 digits at the back of the Card.
- 2.13 "Merchant" means a business establishment or a retailer who has agreed to accept the Card for payment of its goods and services.
- 2.14 "POS" means Point of Sales.
- 2.15 "Principal Cardholder" means the person to whom a Card has been issued and "Supplementary Cardholder" means a person in whose name an additional Card has been issued. The term "Cardholder" used on its own includes both the Principal and the Supplementary Cardholder.
- 2.16 "The Card" means MCB Mastercard Debit Card issued by the MCB to its customers. "Transaction" or "Card Transaction" means any purchase or cash withdrawal made by the Cardholder or a supplementary Cardholder using the Card or Card number.
- 2.17 The "PIN" means the Personal Identification Number allotted by the MCB to the Cardholder.
- 2.18 "Posting Date" - The date on which the Transactions are posted to the Cardholder's Account.

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

- 2.19 "SMS" means Short Message Service
- 2.20 "Terminal limit" is the limit which has been set by the Acquiring Bank on the POS machine to accept Contactless payment.
- 2.21 "Validity Date" - The expiry date of the Card as printed on the Card.
- 2.22 "3D Secure Services" means online authentication services catered by Mastercard to facilitate secure Card Not Present Transactions at participating 3D secure online merchants displaying the "MastercardID Check" logo.
- 2.23 "MCB Cards Secure" is a free online service and gives you the extra security you need when purchasing on the Internet by generating a one-time password that is known to you only.
- 2.24 "Authentication Process": Refers to the identification and validation process that requires an MCB User ID and a One-Time Password (OTP).
- 2.25 "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.
- 2.26 "MCB User ID": Each time the Cardholder shops online at a participating Merchant, an MCB-branded window will pop up to require authentication using your MCB User ID.
- 2.27 A "One-Time Password" (OTP) is a password that is valid for only one transaction and which lasts 5 minutes only. For each transaction, you will receive a different password via SMS for better security.

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.
 - 3.1.1.3 By swiping the Card through the POS device.
 - 3.1.1.4 By entering the Card Number in an online environment.
 - 3.1.2 To withdraw banknotes, in Mauritius in local currency, and abroad in the currency of the country concerned, from automated teller machines (ATMs) displaying the Mastercard logo.
 - 3.1.3 To deposit through MCB ATMs, cheques and cash into any of his current, savings, MCB card Accounts.
 - 3.1.4 To obtain through MCB ATMs the balance of his account and a statement of the latest transactions thereon.
 - 3.1.5 To effect, on any MCB ATM and within limits authorised by the MCB, transfers between any of his MCB accounts designated by him and agreed by the MCB.
- 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 Primary and Supplementary Cards

- 4.1 The MCB shall issue the Card to those customers whose applications have been accepted.
- 4.2 At the written request of the principal Cardholder, the MCB may in its discretion issue an additional Card to a supplementary Cardholder, nominated in such request and whose Card transactions shall be chargeable to the account of the principal Cardholder.
- 4.3 The supplementary Cardholder shall be supplied with a copy of the Terms & conditions of the Mastercard Debit Cards currently applicable and the Principal Cardholder shall at all times be bound by, and liable for, the use of the Card by the supplementary Cardholder in the same way as if he/she had used it personally.
- 4.4 The Principal Cardholder shall be liable to the MCB for all acts and omissions on the part of the supplementary Cardholder.
- 4.5 The MCB shall cancel the supplementary Card at any time at the written request of the Principal Cardholder. The Principal Cardholder shall also return the additional Card to this effect. The time and date of receipt of the written notification at the MCB Card Centre shall be binding and conclusive.
- 4.6 In case the account earmarked for Card Transaction is held on a joint basis and operated by any one of the joint account holders, any joint account holder may apply for a Card and sign this Agreement.

5. Personal Identification Number

- 5.1 A PIN shall be allotted by the MCB to the Cardholder which shall be dispatched to him separately from the Card and by post. The Cardholder shall have the possibility to change or alter this PIN on any one of the channels as made available by the MCB at that particular time.
- 5.2 The PIN is essential for ATMs and for performing contactless transactions above the permissible threshold.

- 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 reasons whatsoever. The Cardholder shall take all reasonable steps to keep the PIN secure at all times, including at the Cardholder's 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 debit 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 the Cardholder's date of birth, identity card, passport, driving licence or contact numbers.
 - not allow any other person to use the Card and PIN.
 - notify the MCB immediately (verbally or in writing) upon becoming aware of the PIN being exposed, used or known to a third party and cut the Card in half across the magnetic stripe and chip, ensuring it is completely damaged.
 - notify the MCB immediately (verbally or in writing) if the Cardholder forgets his PIN and cut the Card half across the magnetic stripe and chip ensuring it is completely damaged.
- 5.4 The Cardholder and the supplementary Cardholder shall jointly and severally 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 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 had used it personally.

6. Use of the Card

- 6.1 It shall be the responsibility of the Cardholder to activate his Card before use as per the options indicated on the Card carrier.
- 6.2 The Cardholder and the account holder shall use the Card and operate the account in a satisfactory manner as required from time to time by the MCB. The decision as to whether the Card is being so used or the account is being so operated rests with the MCB and shall be conclusive and binding on the account holder and on the Cardholder.
- 6.3 Where the Cardholder holds several accounts in the books of MCB, he shall expressly select which account shall be set as the default account to the Card.
- 6.4 The MCB accepts no responsibility for the refusal of any Merchant or establishment to accept the Card for any reason whatsoever.
- 6.5 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 his bank account.
- 6.6 Before using his Card, the Cardholder shall ensure that there are sufficient funds standing to the credit of his account to cover the payment of the Card transactions, including any transaction fees as applicable, or that prior arrangements have been made with the MCB for such payment.
- 6.7 The fraudulent, incorrect or illegal use of the Card by either the Cardholder, the account holder or any other party shall not relieve the Cardholder/account holder of his liabilities to the MCB in respect thereof.
- 6.8 The MCB shall not be responsible to the Cardholder or to the account holder for any goods or services supplied to the Cardholder 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 a party thereto. The account holder shall consequently not be relieved of his obligations towards the MCB as regards the relevant Card transactions.
- 6.9 The Cardholder shall ensure the correctness of the amounts deposited on the ATM referred to in Clause 3.1.3 above.
- 6.10 The Cardholder agrees that the MCB may debit the account indicated on the application form for all Transactions effected in any of the following manner:
- 6.10.1 When the Card is used with or without PIN in conjunction with any reader/terminal. In case of doubt, when the Card is presented to a Merchant to be swiped or 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.
- 6.10.2 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 PIN to validate his contactless transaction depending on the amount of the Transaction,
- 6.10.3 When the Card is used to perform online transactions.
- 6.11 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.
- By using his Card to make a contactless transaction for an amount below the threshold set by the MCB and/or by using it in for a Card-

Not-Present transaction, the Cardholder agrees that such amount shall be debited from his 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 has been authorized 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 PIN to authorize a transaction, subject to the transaction threshold authorized by the MCB.
- 7.1.2 A Contactless payment method via Mastercard network can be performed at any Point of Sales terminal which displays both the Mastercard and contactless logo.
- 7.1.3 The Cardholder may not be provided with the transaction receipt for a contactless offline transaction unless he 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 swiping or 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 Card. The MCB shall not in anyway whatsoever be liable for such contactless transactions save and excepted when the Cardholder has reported that his card has been stolen or lost.

¹ Refer to MCB website for more details on Card limits.

8. Card Not Present Transaction

8.1 The hereunder provisions shall apply to Card not Present Transactions:

- 8.1.1 To activate or deactivate the Card not Present functionality whenever desired, the Cardholder should login to MCB's mobile banking app (MCB Juice) to do so. The MCB shall not be liable to the Cardholder if the latter is unable to make the intended online purchase transaction at the participating 3D secure online merchants due to the non-activation of the functionality.
- 8.1.2 Upon activating the online functionality, the Cardholder will be able to start using his card online immediately to pay for goods and services except at 3D Secure merchants for which the Cardholder will require a User ID and a One-Time Password (OTP). The User ID shall be communicated to the Cardholder within the next 24 hours following the 1st time the latter activate the online functionality.
- 8.1.3 Failure to provide the correct User ID within 3 consecutive attempts may result in the decline of the online transaction. The Cardholder acknowledges that the Bank shall not be liable in any way whatsoever for any transaction declined due to incorrect User ID.
- 8.1.4 The Cardholder acknowledges that he/she 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.
- 8.1.5 The Cardholder may be required to key in the CVV to make Online Transactions in order to establish the owner's identity and minimize 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.
- 8.1.6 In addition to the CVV, the Cardholder may be required to key in a Transaction Authentication Code, also known as the One-Time Password ("OTP"), to make Card Not Present Transaction at participating 3D secure merchants. Registered Merchants in the 3D secure program can be identified by the Mastercard ID Check logo displayed on their website.
- 8.1.7 The OTP is a password that is valid for only one transaction and which lasts 5 minutes only. For each transaction, the Cardholder will receive a different password via SMS for better security.
- 8.1.8 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 Transactions effected by the use of the OTP.
- 8.1.9 The OTP will be sent via Short Messaging Service ("SMS") to the Principal Cardholder's mobile phone registered with the MCB.
- 8.1.10 The Cardholder must ensure that his mobile number is registered with the MCB. The Cardholder is responsible to inform the MCB of any change to his mobile number. The Cardholder hereby agrees that MCB Cards Secure shall be made available to him only if his credentials/ details are updated and available in the bank's records. Default of which may result in his inability to use his cards at 3D secure merchant portal for online transactions which requires 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 mobile number to which the OTP shall be communicated.
- 8.1.11 Where the Cardholder's mobile phone is on roaming mode, the costs charged by the telecommunication providers shall be borne by the Cardholder.

8.1.12 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 (24hr 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 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.

8.1.13 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.

8.1.14 The Cardholder is solely responsible as regards to the computer, system, or any device from which the Card Not Present 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.

8.2 The Cardholder shall be liable for all online transactions that have been effected. The MCB shall not in anyway whatsoever be liable for such transactions.

8.3 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.

9. Special Provisions Relating to the Running of the ATMs

9.1 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 Cardholder's account.

9.2 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 its being torn, destroyed or rendered unusable, and shall not be held liable for any consequence resulting from same.

9.3 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 MCB branch with a means of identification.

9.4 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.

10. Foreign Currency Transactions

10.1 For transactions effected in any currency (e.g. EUR, USD, ZAR, GBP, etc.) other than the currency of the Cardholder's card account (which is in MUR), the transaction amount shall be converted into:

10.1.1 the settlement currency of the Payment Card Network at the Payment Card Network rate

10.1.2 and then to Mauritian Rupees at MCB selling Telegraphic Transfer rate on the processing date

10.1.3 and thereafter, if applicable, from Mauritian Rupees to the Card's Bank Account currency (e.g. EUR, USD, ZAR, GBP, etc.) at MCB's rate on the processing date.

A fee shall be applied by MCB for the currency conversion.

10.2 Overseas Transaction:

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

10.2.2 The Bank reserves the right to decline any transaction effected in MUR in any other country around the world other than Mauritius or whereby the acquiring bank of the merchant is outside Mauritius.

10.3 Refund on card:

10.3.1 Where a Merchant becomes liable to make a refund to a Cardholder, the MCB shall credit the Bank Account linked to the card with the amount to be refunded.

10.3.2 For refund effected in any currency other than the currency of the Card (MUR), the refund amount shall be converted to:

10.3.2.1 the settlement currency of the Payment Card Network at the Payment Card Network rate;

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

10.3.2.3 if the Account is not in Mauritian Rupees (e.g. EUR, USD, ZAR, GBP, etc.), the refund amount will thereafter be converted from Network currency to the Bank Account currency at the MCB prevailing buying Telegraphic Transfer rate, on the processing date.

The net refund amount is also subject to the conversion fee charge, where applicable, hence the amount refunded by the merchant may be different from the amount credited on the account.

11. Setting Locks

- 11.1 Only the Cardholder can apply or request a lock on his Card.
- 11.2 The Cardholder may update his Card settings via MCB Juice (MCB's mobile application). The Cardholder may 'lock' his Card to block:
- Overseas in-store and cash withdrawals transactions.
 - Online transactions.
 - Contactless transactions.
 - The card itself, in case it has been misplaced to prevent unauthorized use by applying a temporary lock.
- The Cardholder may at any time, allow back these types transactions by updating his Card settings.
- 11.3 If you choose to apply a temporary block to your Card, you should be aware that a temporary lock does not report your Card to us as being lost or stolen.
- 11.4 Any locks set by you:
- 11.4.1 Will continue to apply to a replacement Card issued with the same Card number
- 11.4.2 Will not continue to apply to a replacement Card issued with a different Card number
- 11.5 The MCB shall not be liable for any loss that you may suffer if a transaction is declined because it matches one of the locks you have set, including any subsequent loss of goods and/or services if the Merchant is unable to process the transaction.
- 11.6 We rely on the information about a transaction that a merchant or financial institution provides us to determine whether the transaction matches one of the transaction types you have locked. If, for example, you chose to block overseas transactions, but the merchant incorrectly processes the in-store transaction as an online transaction, the transaction will not be blocked.
- 11.7 The cardholder acknowledges that the lock function is reliant on computer and/or telecommunications systems. Disruptions to these systems may result in the lock function, setting and removing locks being unavailable from time to time.

12. Loss or Theft of the Card

- 12.1 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 Card, including any suspected abstraction of the Card even if it were by a member of the Cardholder family. Such report shall, be confirmed in writing as follows:
- 12.1.1 If the loss, theft, or suspected theft 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 National Identity Card or passport.
- 12.1.2 In case no written report has been made, the Cardholder shall report such loss, theft or suspected theft to the MCB in writing.
- 12.1.3 In case the loss, theft, or suspected theft occurs abroad, it shall be reported immediately to the MCB either on its 24-hour 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.
- 12.2 In case of loss, theft or suspected theft 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.
- 12.3 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 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 or otherwise, which might not emanate from the Cardholder and/or which is not confirmed in writing as per Section 12.1 above.
- 12.5 Subject to Clause 13 below, the Cardholder's and the account holder's shall be liable until written confirmation of the loss, theft or suspected abstraction 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 12.3 and shall be deemed to have been effected by the Cardholder himself.
- 12.6 Report of the loss, theft, suspected theft or abstraction of the Card, shall in no way affect any transaction effected prior thereto or those already settled by the MCB or debited to the Cardholder's account.

13. Liability of the Principal Cardholder

- 13.1 The Principal Cardholder is responsible for the safekeeping and use of his Card and his PIN. He 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 Cardholder's shall be liable until the written notification of the loss, theft or suspected theft referred to in Clause 12 above, is received at the MCB Card Centre.
- 13.3 In case of fault or negligence by the Cardholder in the safekeeping of his Card or his 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 abstraction.

14. Liability of Joint Account Holders

- 14.1 Holders of joint accounts to which card transactions are posted shall be jointly and severally liable for damages resulting from the responsibility of the Cardholder as regards the use and safekeeping of the card, until such time as:
- (i) The Card is returned to the MCB or
 - (ii) The Card expires or
 - (iii) The account is closed or
 - (iv) It has been proved to the MCB's satisfaction that the parties referred to below, in addition to the MCB itself, have received notification that the joint account agreement is being terminated:
 - (a) the Cardholder or Cardholders and
 - (b) all other joint account holders.

15. Fees

- 15.1 The replacement of a lost or stolen Card shall entail the payment of an additional fee. Such fees shall from time to time be fixed by the MCB.
- 15.2 A fee shall be charged for every cash withdrawal effected abroad or locally from any non MCB ATM.
- 15.3 A fee shall be applied by the MCB on all transactions, refunds, credit vouchers for the currency conversions.
- 15.4 A fee shall be applied by the MCB for gaming or gambling transactions effected locally or abroad; these transactions include online and other betting.

16. Duration of Validity, Renewal and Termination of Card

- 16.1 The Card shall be valid as from the first day of the start up date to the last day of the expiry date borne thereon.
- 16.2 The Card shall be automatically renewed at its expiry date, unless contrary instructions have been given by the Cardholder to the MCB at least one month prior to its expiry date.
- 16.3 The Card shall remain the property of the MCB which may in its absolute discretion terminate its validity at any time or refuse to renew it on expiry 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 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 continues to make use of his Card after such request.
- 16.4 In the event of death or bankruptcy of the Principal Cardholder or breach of any of the conditions of this Agreement by the Principal 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.

17. Keeping of Documents and Information Relating to Card Operations: Time Limit for Claims

- 17.1 The relevant documents and information referred to in Clause 9.1 above shall be recorded by the MCB for a period not exceeding one year.
- 17.2 It is the responsibility of the Cardholder to check his account/s on a regular basis and inform the MCB of any suspicious Transaction as soon as reasonably practicable.
- 17.3 No claim or action whatsoever relating to a Transaction shall be entertained beyond 120 days from the date of Transaction.

18. Disputes

- 18.1 The MCB does not accept any liability:
- 18.1.1 If any Merchant varies the price for same goods and services purchased with the Card.
 - 18.1.2 If any financial institution or Merchant refuses to accept or honor the Card.
 - 18.1.3 for disputes in respect of any goods and/or services purchased with the Card.
 - 18.1.4 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 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.
- 18.2 Any complaints about goods or services purchased with the Card shall be resolved directly by the Cardholder with the Merchant concerned.
- 18.3 In case of Cardholder's complaint or dispute the MCB shall follow the rules and regulations set by Mastercard in initiating and processing such complaint or dispute. Any resulting refund may take up to 180 days before being undertaken.

19. Modifications to the Terms and Conditions of this Agreement

- 19.1 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 shall be deemed to have notification accepted the said changes or amendments and shall be bound thereby.

19.2 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.

20. Disclosure of Information

20.1 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, or in order to facilitate the recovery of same in case of loss or theft, or suspected abstraction and the Cardholder hereby expressly and unreservedly authorises disclosure of such information.

21. Sanctions

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

21.2 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 Principal Cardholder. The commission payable to the MCB's Attorneys shall not exceed 10% of the amount recovered as capital and interest.

21.3 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.

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

22. General

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

22.2 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.

22.3 Where a merchant becomes liable to make a refund to a cardholder, the MCB shall credit the Account of the cardholder with the amount to be refunded on receipt of instructions from the merchant requesting such a refund, within a reasonable timeframe.

23. Governing Law, Jurisdiction and Arbitration

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

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.

24. Specific Condition Relating to Sanctions Lists

24.1. In this Clause:

24.1.1 "**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).

24.1.2 "**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.

24.1.3 "**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.

24.1.4 "**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.

24.1.5 "**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.

24.2. 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.

24.3. 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.

24.4. 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.

24.5. 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
Visa Prepaid Terms and Conditions	For reference and application
MCB Cards Secure Terms and Conditions	For reference and application

The following card limits shall apply:

ATM daily withdrawal limit	MUR 20,000 or equivalent in FCY for Mastercard Debit
Contactless limits	Refer to: https://mcb.mu/personal/help-centre/faq/contactless-cards

The MCB may revise these limits from time to time.