

# ABC BANKING CORPORATION LTD DEBIT CARD AGREEMENT, TERMS AND CONDITIONS OF SERVICE - RETAIL & CORPORATE

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## 1. Introduction

This agreement and terms and conditions (the "Agreement and Terms and Conditions") shall apply to all ABC Banking Debit Cardholders and to all transactions involving the use of the ABC Debit Card. Any use of the ABC Debit Card shall be understood as consent to comply with this Agreement and Terms and Conditions. The Tariff Guide (relating to fees and charges) as published on the website would be applicable for relevant charges. In the event of any inconsistency between this Agreement and Terms and Conditions and other terms and conditions, the present agreement shall prevail.

## 2. Definitions

**ABC Banking** means ABC Banking Corporation Ltd, a bank duly licenced under the Banking Act 2004 of Mauritius, as amended, and having its registered office at WEAL HOUSE, Duke of Edinburgh Avenue, Place d'Armes 11328, Port-Louis.

**ABC Debit Card** or **Card** means each ABC Debit MasterCard or **UnionPay Classic Card** or **UnionPay Diamond Card** issued by ABC Banking under the present Agreements and Terms and Conditions and which is linked to an account held by an Account Owner with ABC Banking.

**Account Signatory** means in respect of an account, each person or persons who are duly authorised by the Account Owner to operate the account independently.

**Account Owner** or **Account Holder** means the person(s) having a bank account(s) (whether solely or jointly with another person) held with the Bank and in the name of such person(s).

**Additional Cardholder** means each person (other than a Primary Cardholder) who is nominated as a Cardholder by the Account Owner and to whom ABC Banking issues a Card.

**ATM** means any Automatic Teller Machine located in Mauritius or abroad displaying the MasterCard or UnionPay logo.

**Authorised Person** means the person who has been nominated by the Account Owner to use an ABC Debit Card.

**Available Balance** means with respect to a specific Account Owner(s), the current balance less any unsettled transactions (including cheques deposited that have not yet been cleared or ABC Debit Card transactions pending authorisation) plus any credit limit for accounts with overdraft arrangements.

**Business Day** means any day when ABC Banking is open for business in Mauritius. Saturdays, Sundays and public holidays are not classified as Business Days.

**Card association** means the card issuer namely MasterCard or UnionPay International.

**Cardholder Current Balance** means each person who has been issued a Card including a Primary Cardholder or an Additional Cardholder.

**Current Balance** means the total balance in a bank account of an Account Owner(s) which may include any uncleared funds.

**Daily Limit** means where applicable (i) any limit applied to each Card on cash withdrawals through ATMs debited to a designated account, or (ii) any limit applied to each Card for any transaction made through a POS terminal.

**Joint Account Holders** means the two or more Account Owners or Account Holders holding a specific account.

**OTP** means a one-time password, an automatically generated numeric or alphanumeric string of characters that authenticates a single transaction or session. An OTP will be sent to the Primary Cardholder's registered mobile phone number via SMS.

**Payment** means an inter-account transfer of value from one account held by the Account Owner to another account of the Account Owner.

**PIN** means the Personal Identification Number which has been selected by a Cardholder, or which has been allocated to the Cardholder by ABC Banking, for use with a designated Card via certain electronic equipment.

**POS** means the point of sale of any authorised merchant displaying the MasterCard or UnionPay logo, a terminal to accept cards and card transactions.

**Primary Account** means an account linked to an ABC Debit Card (MasterCard or UnionPay Classic Card and Diamond Card) which can be accessed at an ATM or POS terminal.

**Primary Cardholder** means the Account Owner or each account signatory or authorized person to whom ABC Banking issues an ABC Debit Card.

**Tariff Guide** means the tariff guide indicating the fees, charges and commissions levied by ABC Banking, from time to time, to provide its services to relevant Cardholders and which may, from time to time, be subject to change.

**SecureCode** means a MasterCard SecureCode provided by ABC Banking to Cardholders of a MasterCard Debit Card for online transactions.

**Internet Website** means websites of the merchant establishments wherever located which honour card payments to be made by the Cardholder of the goods and services purchased through these websites or otherwise and shall include among others, the websites of stores, shops, restaurants, hotels, airline companies advertised as honouring the card.

## 3. Use of the ABC Debit Card

3.1 The use of an ABC Debit MasterCard, UnionPay Classic or UnionPay Diamond Card shall be in accordance with this Agreement and Terms and Conditions.

3.2 An ABC Debit Card may be used to get instant access to the Account Owner's funds at ATMs and at outlets equipped with POS terminals within Mauritius and overseas.

3.3 Each Primary Cardholder shall be issued with a Card. In addition, the secondary Account Holder may also access a Card should the account be maintained as condition either/or.

3.4 Before effecting the withdrawal of any sum, the Cardholder must ensure that there are sufficient funds standing to the credit of his account or that the transaction is within the limits set by ABC Banking.

3.5 The amount withdrawn by the Cardholder such as it is recorded by the ATMs, will be debited to the Cardholder's account linked to the ABC Debit Card.

3.6 Cardholders must ensure that the CHIP on the card is protected at all times from misuse including tampering, damage, destruction or any form of unauthorised use and must be kept clean at all times. ABC Banking shall not be held liable if a transaction cannot be processed because the merchant point of sales has not been properly configured or for any other reason whatsoever.

3.7 The Account Owner shall ensure that each Cardholder is given a copy of this Agreement and Terms and Conditions. The initial signature on a Card by a Cardholder or the authorisation of a transaction conducted on the account shall be deemed as consisting of an acceptance subject to this Agreement and Terms and Conditions.

3.8 This Agreement and Terms and Conditions should be signed by customers at the time of application. Should the Cardholder disagree with this Agreement and Terms and Conditions, ABC Banking shall not proceed with issuance of the card.

3.9 An ABC Debit Card must not be used for any purpose prohibited by the local laws applicable in the Cardholder's jurisdiction and the Cardholder must not disclose account information and Card information such as PIN Number, SecureCode, OTP etc. to anyone, except as required by local laws applicable in the Cardholder's jurisdiction.

3.10 A Cardholder shall bear the risks associated with the disclosure of their ABC Debit Card account information to others, including failure to keep details of their PIN SecureCode, OTP etc.

#### 4. Features of the ABC Debit Card

A cardholder shall be able to:

4.1 Withdraw cash from any ATM displaying the Maestro/Cirrus/MasterCard/UnionPay logo which shall be denominated in the currency of the country where the ATM is located;

4.2 Query his remaining balance for free at any ABC Banking ATM in Mauritius although this service is subject to a cost at other non-ABC Banking ATMs in Mauritius;

4.3 Pay electronically through automatic debit of a bank account for goods and services both locally and overseas at authorised outlets equipped with POS terminals;

4.4 Perform quasi cash transactions both locally and overseas, at the POS of any authorised outlet enabling the automatic debit of the bank account;

4.5 Change his PIN number on any ABC Banking ATM in Mauritius;

4.6 Effect, on any ABC Banking ATM in Mauritius, transfers between any of his ABC Banking accounts designated by him and agreed by ABC Banking;

4.7 Obtain through any ABC Banking ATM in Mauritius a mini-statement of the latest transactions effected on his account; and

4.8 Request mini statements of accounts and order cheque books through any ABC Banking ATM in Mauritius.

#### 5. Legal validity and Authority to debit Account Owner's accounts

5.1 The Cardholder hereby agrees that entering the PIN at a POS terminal shall be deemed to be a valid, legal and enforceable contract being entered into by the Cardholder or Account Owner or Joint Account Holders and the merchant.

5.2 Without any further requirements, should a Cardholder carry out a transaction at an ATM or POS terminal, it shall be presumed that the Account Owner has duly authorised ABC Banking to act in accordance with the instructions entered by the Cardholder into the terminal.

5.3 The entering of the correct PIN at an ATM or POS terminal shall be considered as a valid and legal authorisation by the Account Owner to ABC Banking to perform the required transaction and the duty shall remain on the Cardholder to verify the details.

5.4 The entering of the correct SecureCode for MasterCard Cardholders and OTP for UnionPay Cardholders in a website would be considered as a valid and legal authorisation by the Account Owner for ABC Banking to perform the required transaction and the duty shall remain on the Cardholder to verify all relevant information pertaining to the website.

5.5 When effecting a payment using POS, it shall be the Cardholder's duty to ensure that the transaction amount is correct before entering the PIN at the terminal. By entering the PIN, the Cardholder indicates (on behalf of the Account Owner), that the Account Owner consents to the transaction amount being correct.

5.6 By signing this Agreement and Terms and Conditions, the Account Owner hereby authorises ABC Banking to allow operations on the Account Owner's account through the use of an ABC Debit Card and for which the correct PIN/SecureCode have been provided.

5.7 The Account Owner acknowledges that he/she shall be jointly and severally liable for any misuse of an ABC Debit Card or any failure by the Account Owner or a Cardholder to observe this Agreement and Terms and Conditions.

#### 6. Credit Limit

6.1 Daily ATM withdrawal limit for a MasterCard Debit Card and UnionPay Classic Card shall be MUR20,000 or its equivalent in foreign currencies.

6.2 Daily ATM withdrawal limit for a UnionPay Diamond Card shall be MUR100,000 or its equivalent in foreign currencies.

6.3 Maximum ATM withdrawals for a MasterCard Debit Card and UnionPay Classic Card shall be limited to 3 withdrawals per day amounting to a total of MUR20,000 or its equivalent in foreign currencies. And maximum ATM withdrawals for a UnionPay Diamond Card shall be limited to 3 withdrawals per day amounting to a total of MUR100,000 or its equivalent in foreign currencies.

6.4 Daily POS and online purchasing limits for a MasterCard Debit Card and UnionPay Classic Card shall be MUR100,000 or its equivalent in foreign currencies.

6.5 Daily POS and online purchasing limits for a UnionPay Diamond Card shall be MUR500,000 or its equivalent in foreign currencies.

6.6 ABC Banking shall not be responsible for either ascertaining or notifying the Cardholder as to such limits/restrictions and shall not be liable for any loss suffered by the Cardholder due to such restrictions, limitations or to a lack of uniformity between transactions requested at ATMs and/or merchant establishments.

6.7 There is no agreed credit limit for an ABC Debit Card. However, it may be possible to overdraw the account if the Account Owner has an overdraft facility with ABC Banking.

6.8 ABC Banking may exercise its discretion to limit the amount of funds that may be used to effect any transaction through the use of the ABC Debit Card per day or over a specified timeframe.

## 7. Issue and delivery of Cards

- 7.1 ABC Banking shall issue Cards after 3 Business Days after the processing of an application provided the applicant meets the eligibility criteria (including identification requirements). A Card shall only be valid if it has been signed by the Cardholder and is used during the validity period shown on the face of the Card.
- 7.2 The newly-issued Card and PIN/SecureCode shall be posted to the mailing address of the customer and renewed Cards shall be mailed to the Cardholder after the expiry of the Card.
- 7.3 A Cardholder's PIN (for all ABC Debit Cards) shall be a 4-digit number allocated to him by ABC Banking.
- 7.4 A Cardholder's SecureCode (for MasterCard Debit Card) shall be allocated to him by ABC Banking.
- 7.5 A Cardholder's OTP (for UnionPay Classic Card and UnionPay Diamond Card) shall be provided to him by UnionPay.
- 7.6 ABC Banking reserves the right to reject any application without assigning any reason whatsoever for such rejection.
- 7.7 The Card is not transferable or assignable to any other person.

## 8. Validity and Expiry of Cards

- 8.1 When Cardholders receive their Card, for security reasons, they must sign on it immediately.
- 8.2 A Card should only be used within the period of validity as indicated on the Card. The Card will be automatically renewed upon expiry unless contrary instructions have been given by the Cardholder to ABC Banking at least one (1) month prior to the expiry date.
- 8.3 The Card will remain the sole property of ABC Banking which may in its absolute discretion terminate its validity or refuse to renew the Card upon its expiry without assigning any reason whatsoever.
- 8.4 As soon as a Card expires, the Account Owner must ensure that each Cardholder destroys the Card in an appropriate manner and disposes of it securely.

## 9. Cancellation of Cards

- 9.1 ABC Banking may, at its discretion, cancel any Card at any time, without prior notice, if it believes that the continued use of the Card may cause a loss to either the Account Owner or to ABC Banking. Once a Cardholder is subsequently notified of the cancellation, he must not use his Card. He must destroy it in an appropriate manner and dispose of it securely.
- 9.2 The Account Owner or an Account Signatory or an Authorised Person may contact ABC Banking to cancel any Card at any time during the validity period.
- 9.3 Irrespective of the cancellation of the Card, the Account Owner shall remain liable for transactions effected using the Card at all times prior to or after its cancellation or closure of the accounts.
- 9.4 The Cardholder may be liable to the Account Owner for any use of a Card after the Cardholder has received notice of its cancellation.

## 10. Cards to be the property of ABC Banking

- 10.1 All Cards shall remain the property of ABC Banking and the Account Owner and each Cardholder shall be required to return the Card to ABC Banking upon request or upon cancellation of the Card or closure by the Account Owner of the bank account linked with the Card.
- 10.2 If all the accounts linked to the ABC Debit Card are closed, the Cards shall be automatically cancelled.
- 10.3 ABC Banking may issue a new Card at any time and reserves the right not to re-issue a Card.

## 11. Use of the ABC Debit Card internationally

- 11.1 Cardholders may withdraw cash locally and abroad from ATMs displaying the Visa/Maestro/Cirrus/MasterCard/UnionPay logo (in the currency of the country where the ATM is located).
- 11.2 The ABC Debit Card is denominated in Mauritian Rupees and our billing currency is in Mauritian Rupees.
- 11.3 For all transactions, which are performed in the same currency as the customer's account currency and effected via a point of sales terminal, ATM located outside of Mauritius or online purchasing, the customer's Account will be debited with an administrative fee of 3% for MasterCard Debit Card or 1.5% for UnionPay Classic Card & UnionPay Diamond Card, calculated on the amount of the Transaction.
- 11.4 For all transactions denominated in a foreign currency other than the customer's account currency and effected via a point of sales terminal, ATM located outside of Mauritius or online purchasing, the card association shall be entitled to convert the currency of the transaction into Mauritian Rupees (MUR) and the bank will convert the MUR into the customer's account currency and a mark-up of 3% for MasterCard Debit Card or 1.5% for UnionPay Classic Card & UnionPay Diamond Card, would be applied by the bank as administrative fee. The card association will apply their own currency conversion rates which may vary from time to time. Hence, the customer shall have to pay both the conversion fee applied by the card association and the administrative fee aforementioned.
- 11.5 By making a cash withdrawal or a purchase with a Card, the Account Owner and each Cardholder agree that information regarding the transaction may be processed outside of Mauritius.
- 11.6 Cash withdrawals shall be allowed through other banks' ATMs subject to handling charges which shall be debited from the Card account/s.

## 12. SecureCode/OTP on Website

- 12.1 **MasterCard:** Cardholders may purchase online on websites where the MasterCard SecureCode logo is displayed. For websites where the MasterCard SecureCode logo is not displayed and only the MasterCard logo is displayed on the merchant's website, customers can still transact and effect purchases even if the merchant is not a MasterCard SecureCode participant.
- 12.2 **UnionPay:** Cardholders will receive a One-Time Password (OTP) by SMS each time they need to authenticate an online transaction. The OTP is only valid for one transaction at a time and is sent directly on the Primary Cardholder's mobile phone number which is kept on record at ABC Banking.

### 13. Transaction records

13.1 Cardholders should keep all receipts and transaction records given to them when using a Card. The Account Owner can use these to verify the transactions on the account.

### 14. Failure of an electronic banking terminal

14.1 ABC Banking shall NOT be liable to the Account Owner for any reasonable direct loss incurred by the Account Owner in the event an authorised Cardholder enters the correct PIN/SecureCode /OTP and has sufficient funds available in his/her account and an electronic banking terminal /online merchant accepts the Cardholder's instructions by providing a valid receipt for the transaction but fails to carry out the transaction requested.

14.2 ABC Banking shall not be responsible should an electronic banking terminal not accept a Cardholder's instructions or a Card fails to work in the terminal. ABC Banking and the firm responsible for the maintenance of the ATMs shall in no circumstances be liable for the malfunctioning, temporary breakdown or misuse of the ATM, which may result in the retention of the Card or it being damaged or destroyed.

14.3 ABC Banking will not be liable in case the ATM transaction fails for any other reason whatsoever.

### 15. Payment limits

15.1 ABC Banking may impose a Payment limit per day or over a specified period, and vary such limit, on the maximum amount a Cardholder may withdraw from an ATM using his/her Card or transact online for purchases or transact through POS. This may also affect the Cardholder's ability to make a Payment using his/her Card.

15.2 ATMs or merchant establishments may also limit or restrict the number of transactions and amount that may be effected through use of the Card.

15.3 These limitations will vary for every ATM and/or merchant establishment.

15.4 ABC Banking shall not be responsible for either ascertaining or notifying the Cardholder as to such limits/restrictions and shall not be liable for any loss suffered by the Cardholder due to these restrictions, limitations or to a lack of uniformity between transactions requested at ATMs and/or merchant establishments.

### 16. Responsibility for correct details

16.1 An Account Owner, an Account Signatory, an Authorised Person and/or a Cardholder must ensure that all payment details are correct.

### 17. Fees and charges

17.1 A fee shall be charged to the Cardholder for the replacement of a lost/stolen card. Such fees shall from time to time be determined and fixed by ABC Banking and these fees shall be published in the Tariff Guide.

17.2 Cash withdrawals shall be allowed through other Banks' ATMs subject to handling charges which shall be debited from the Card account/s.

17.3 A fee as determined by ABC Banking shall be charged for every quasi cash transaction effected at authorised outlets equipped with POS terminals.

17.4 The fees and charges prevailing at a specific period in time can be obtained by contacting ABC Banking.

17.5 A fee shall be applicable for re-issuance of new PIN/SecureCode for Cardholders, for which instruction should be submitted to the bank.

### 18. Security

18.1 To protect a Card each Cardholder must (i) sign it as soon as they receive it, (ii) carry it with them whenever they can (iii) regularly check that they still have the Card and (iv) not give the Card to another unauthorised person.

18.2 If a Cardholder makes a record of his/her PIN/SecureCode he must keep it separate and well away from the Card.

18.3 To protect the PIN/Secure Code, the Account Owner and each Cardholder must:

- (i) try to memorise it;
- (ii) destroy ABC Banking's letter advising the PIN/SecureCode (if applicable),
- (iii) not write the PIN/SecureCode on the Card, even if it is disguised;
- (iv) not keep a record of the PIN/SecureCode with or near the Card and not reveal the PIN/SecureCode to anyone;
- (v) make sure that nobody is watching when the PIN/SecureCode/OTP is being entered in an electronic banking terminal or website,
- (vi) never enter the PIN/SecureCode/OTP in an electronic banking terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- (vii) be ready to make a transaction when they approach an ATM or POS terminal,
- (viii) make sure that they do not leave anything behind when they complete a transaction including leaving the Card unattended in or at an ATM,
- (ix) notify ABC Banking immediately if the PIN/SecureCode mailer/OTP has not been received intact, or if a PIN/SecureCode/OTP change has taken place without being requested.

18.4 A Cardholder must immediately notify ABC Banking if their Card or PIN/SecureCode/OTP record is lost or stolen, or they suspect that unauthorised transactions have been made on any account. This will enable ABC Banking to put a stop on the Card straight away thus preventing or minimising losses resulting from unauthorised transactions and the Cardholder's and/or Account Owner's potential liability for such losses. In the event that the Cardholder subsequently recovers the lost or stolen Card, he must return it to ABC Banking or call us immediately on the hotline 467 6800. The Account Owner and Cardholder must co-operate with any employees or authorised agents of ABC Banking or law enforcement officers in an effort to recover the Card if it is lost or stolen. The Account Owner and the Cardholder authorises ABC Banking to disclose information about the Account Owner and/or the Cardholder and the accounts associated with the use of the Card if ABC Banking is of the view that this may help to avoid, minimise or recover any loss to the Account Owner or Cardholder or ABC Banking resulting from the loss, theft or unauthorised use of the Card.

## 19. Liability

19.1 The Account Owner and/or Joint Account Holders shall be jointly and severally liable for losses resulting from transactions which are carried out by an Authorised Person or a Cardholder or by another person with the Authorised Person's or Cardholder's knowledge and consent. The Account Owner or Joint Account Holders shall be jointly and severally liable for actual losses resulting from unauthorised transactions caused by an Authorised Person or a Cardholder.

19.2 The Account Owner and/or Joint Account Holders shall also be jointly and severally liable for actual losses resulting from unauthorised transactions caused by the Cardholder unreasonably delaying notifying ABC Banking of the PIN/SecureCode/OTP becoming known to someone else.

19.3 ABC Banking shall not be liable if any merchant establishment refuses to honour or accept the Card.

19.4 ABC Banking shall not be liable in any manner whatsoever to the Account Owner or Joint Account Holders or to the Cardholder for any loss, damage, embarrassment of whatever cause due to or arising out of any defect in or disruption or failure or misuse of any ATM or communication system or any industrial or other dispute or cause whether beyond ABC Banking's control or otherwise.

19.5 Any improper or fraudulent use of the Card shall render the Cardholder liable to prosecution. If the Cardholder fails to comply with this Agreement and Terms and Conditions, ABC Banking shall be entitled to commence legal action wherever it deems fit against the Cardholder and/or the Account Owner and/or the Joint Account Holders. Moreover, the Account Owner and/or the Cardholder and/or the Joint Account Holder, as the case may be, shall be responsible for any fees, charges or other commission arising from legal action entered by ABC Banking for the recovery of sums due in connection with the use of the Card.

19.6 The Cardholder must not make purchases or withdraw amounts that will cause the credit balance on the Cardholder's account to be exceeded.

19.7 In no event, shall ABC Banking have any liability for any indirect, special or consequential damages resulting from or arising out of or in connection with this Agreement and Terms and Conditions.

19.8 The Account Owner unconditionally and irrevocably agrees to indemnify ABC Banking and hold it, its related companies, directors, officers, employees and agents harmless against all claims and/or losses arising out of the Cardholder's acts or omissions with respect to the use of the Card, whether same are intentional or due to the Cardholder's negligence or recklessness.

19.9 The Account Owner unconditionally and irrevocably agrees to indemnify, defend and hold ABC Banking, its related companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to an ABC Debit Card.

19.10 ABC Banking shall not be responsible for any delay in performance or non-performance due to any circumstance beyond its reasonable control.

19.11 ABC Banking accepts no liability for refusal by any merchant establishment to accept and/or honour the Card. In the case of dispute pertaining to transaction with a merchant establishment or the Cardholder reports an unauthorised transaction, ABC Banking shall carry out verification proceedings after which the bank may consider to temporarily refund the disputed amount to the Cardholder's Account (except dispute transactions related to cash withdrawals from ATMs) and not to impose any interest or charges on such disputed amount while it is under investigation by ABC Banking. In the event the investigation results show that the report made by the Cardholder was unfounded, ABC Banking reserves the right to collect the temporarily refunded amount and to re-impose charges on the disputed amount over the whole period, including the investigation period.

## 20. OTP and registered Mobile Phone Number

20.1 The Account Owner/ Cardholder irrevocably and unconditionally authorizes the Bank and or its agent to send the OTP via "Text Messaging" or "SMS" to the Account Holder's/ Primary Cardholder's mobile phone number as has been provided by the Account Holder/ Primary Cardholder and registered with the Bank.

20.2 The Primary Cardholder is responsible for informing the Bank of any change in his registered mobile phone number. The Bank is not responsible for the OTP being sent to the wrong mobile phone number due to the wrong phone number being provided by cardholder or as a result of any change in mobile phone number that the Primary Cardholder/ Account Owner has failed to communicate to the Bank.

20.3 The Primary Cardholder must keep the SIM card associated with his mobile phone number and his/her mobile phone and OTP in secure/safe custody at all times. The Bank shall not be held liable for any loss incurred by the Account Owner/ Primary Cardholder or any other cardholder as a result of the Account Owner, Primary Cardholder or any other cardholder failing to adhere to the above and/or in case of any unauthorized use of his/her mobile phone, SIM card and or OTP as a result of the negligence of the Account Owner/ Primary Cardholder or any other cardholder.

20.4 In case the registered mobile phone number is lost or stolen, the Account Owner/ Primary cardholder should call us immediately on the hotline 467 6800. The bank will suspend the service within a reasonable time frame. The Bank shall not be held liable in case of any third party accessing the cardholder's details through the use of the service on the latter's mobile phone for any reason whatsoever.

20.5 The cardholder/ Account Owner agrees to indemnify the Bank and keep indemnified the Bank from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without limitation, interest and legal fees) and expenses of whatever nature (whether actual or contingent) suffered or incurred sustained by or threatened against the Bank whatsoever arising from or in connection with or any way relating to the Bank in good faith sending the OTP to the registered mobile number of the cardholder.

## 21. Internet Websites and liability with respect to e-commerce transactions

21.1 ABC Banking shall not be liable for any loss or charges or any other fees incurred by the Cardholder/Account Owner in respect of e-commerce transactions effected by the Cardholder/Account Owner, more specifically as to:

- (i) The Cardholder/Account Owner not having sufficient funds to effect any online payment;
- (ii) Cardholder/Account Owner entering incorrect information for any online payment;
- (iii) Failure of any payee to correctly credit any payment to the account of the Cardholder/Account Owner in a timely manner;
- (iv) The wrongful use of the Card by any person other than the Cardholder/Account Owner or the Authorised Persons; and
- (v) For the surcharge levied by any Internet Website/merchant establishment and same being debited to the Cardholder's account. Any Charges or other payment requisition shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Internet Website by the Cardholder except where the card has been lost, stolen or fraudulently misused, which burden of proof shall be on the Cardholder.

(vi) any other circumstances beyond the control of ABC Banking.

21.2 The Card can be used by the Cardholder/Account Holder for all online transactions on websites displaying the Visa/Maestro/Cirrus/MasterCard/UnionPay logo. The amount of the online transaction shall be debited from the Account Owner's account immediately after such transaction is completed by the Cardholder/Account Owner.

21.3 ABC Banking shall not be liable for any dealings of the Cardholder/Account Owner;

- (1) With respect to the nature of online transactions carried out that include but are not limited to the supply of goods and services; or
- (2) Regarding the outcome of online transactions, including the delivery of wrong goods and services by a third party or incapability of the Cardholder/Account Owner of correctly processing an online transaction.

21.4 Should the Cardholder/Account Owner have any complaint concerning any transaction placed through an Internet Website, the matter shall be resolved between the Cardholder/Account Owner and the Internet Website only.

## 22. Termination

22.1 The Account Owner may terminate this Agreement and Terms and Conditions by giving written notice to ABC Banking and duly returning the Cards to ABC Banking.

22.2 ABC Banking may suspend or terminate use of any Card without notice where it reasonably believes the access should be suspended or terminated, for example where there is a risk of fraud or security breach.

## 23. Anti-Money Laundering and Counter-Terrorism Financing Obligations

23.1 The Account Owner, an Account Signatory, an Authorised Person and Cardholder acknowledge and agree that:

23.2 Transactions may be delayed, blocked, frozen or refused where ABC Banking has reasonable grounds to believe that they have breached Mauritian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused, ABC Banking and its correspondents shall not be liable for any loss suffered (including consequential loss) howsoever caused in connection with the use of the ABC Debit Card;

23.3 ABC Banking may from time to time require additional information to assist it in the above compliance process.

23.4 Where permitted under the Data Protection Act 2004, as amended, ABC Banking shall disclose the information gathered to any regulatory body and/or law enforcement agency or any other permitted party.

23.5 The Account Owner, an Account Signatory, an Authorised Person and all Cardholders shall provide ABC Banking the following undertakings and indemnify ABC Banking against any potential losses arising from any breach of such undertakings:

- (i) Not to initiate, engage in or effect a transaction that may be in breach of Mauritian law or sanctions (or the law or sanctions of any other country); and
- (ii) The underlying activity/product for which the Card is being used does not breach any Mauritian law or sanctions (or the law or sanctions of any other country).

## 24. General

24.1 Any person agreeing to use a Card is deemed to have read, understood and agreed to be bound by the present Agreement and Terms and Conditions and any procedures or rules as now subsisting or as at any time altered or added to.

24.2 From time to time, ABC Banking may add, delete or alter the features of the Card or the present Agreement and Terms and Conditions, procedures and rules that apply to it. Amendments to rules or features of an account will either be displayed on the ABC Banking's notice board or Website or published in the press or on statement of accounts or through ATMs/Internet Banking or any other medium which ABC Banking may deem fit.

24.3 The Account Owner must immediately notify in writing to ABC Banking any change in the information provided together with proper evidences.

24.4 ABC Banking shall not be responsible for whatsoever loss or damage occasioned by third party facilities or system.

## 25. Confidentiality

25.1 The Account Owner and all Cardholders hereby consent to receiving direct marketing material and email from ABC Banking or its affiliates. Any information collected shall be in compliance with the Data Protection Act 2004.

25.2 ABC Banking shall not sell, distribute or lease any personal information of the Account Owner, the Account Signatory, the Authorised Person and/or the Cardholder(s) (obtained with respect to the Card) to any third party unless required by law or ordered by a court of competent jurisdiction.

25.3 The Account Owner, the Account Signatory, the Authorised Person and/or the Cardholder(s) authorises ABC Banking to disclose to such persons/financial institutions/commercial banks information concerning them or the accounts as ABC Banking shall deem necessary or desirable in relation to the services and/or the performance of any obligations arising out of or in connection with the Card.

## 26. Complaints

26.1 It is not uncommon in the banking industry that a customer has grievances or complaints with respect to the service provided. In the event a customer has a grievance or complaint in connection with the service provided by ABC Banking, we encourage the customer to visit us at ABC Banking Corporation Ltd, WEAL HOUSE, Duke of Edinburgh Avenue, Place d'Armes, 11328, Port Louis or call on (+230) 206-8000 at his earliest convenience to discuss and find a solution to the grievance or complaint.

## 27. Governing law

27.1 This Agreement and Terms and Conditions shall be construed in accordance with, and governed by, the laws of Mauritius and the courts of Mauritius will have exclusive jurisdiction in all matters arising out of or in connection with Agreement and Terms and Conditions.

I/We confirm having read and understood the above terms and conditions.

I/We further confirm that ABC Banking Corporation Ltd has recommended that I/we seek independent legal advice in connection with the above terms and conditions.

"Read and approved" to be written in signatory's handwriting on the below line.

"Read and approved" to be written in signatory's handwriting on the below line.

.....

Authorised Signatory of Primary Cardholder



.....

Authorised Signatory of Secondary Cardholder

Name

Name

.....

.....

Date .....

Date .....