

# ABC BANKING CORPORATION LTD DEBIT MASTERCARD AGREEMENT, TERMS AND CONDITIONS OF SERVICE

## 1. Introduction

This agreement and terms and conditions (the "Agreement and Terms and Conditions") shall apply to all ABC Banking Debit MasterCard ('ABC Debit MasterCard') Cardholders and to all transactions involving the use of the ABC Debit MasterCard. Any use of the ABC Debit MasterCard shall be understood as consent to comply with this Agreement and Terms and Conditions. The Tariff Guide (relating to fees and charges) as published in 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 and Conditions 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 2nd Floor, ABC Centre, Military Road, Port Louis.

**ABC Debit MasterCard or Card** means each ABC Debit MasterCard issued by ABC Banking linked to an account that an Account Owner holds with ABC Banking.

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

**Additional Cardholder** means each person (other than a Primary Cardholder) the Account Owner nominates as a Cardholder to whom ABC Banking issues a Card.

**ATM** means any Automatic Teller Machine.

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

**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 MasterCard 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** means any type of Debit bank cards issued by ABC banking.

**Cardholder Current Balance Daily Limit** Joint Account Holders 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 holding a specific account.

**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 point of sale.

**Primary Account** means an account linked to an ABC Debit MasterCard 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 a 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.

**SecureCode** means a SecureCode provided by the Bank for online purchases. A service to enhance your existing MasterCard Debit Card.

**Internet Website** mean websites of the Merchant Establishments wherever located which honor 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 honoring the card.

### 3. Use of the ABC Debit MasterCard

3.1 The use of an ABC Debit MasterCard shall be in accordance with this Agreement and Terms and Conditions.

3.2 An ABC Debit MasterCard may be used to get instant access to the Account Owner's funds at ATMs throughout Mauritius and overseas, 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 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 authorization of a transaction conducted on the account shall deem to consist of an acceptance to be subjected to this Agreement and Terms and Conditions.

3.5 Terms and Conditions should be signed by customers at the time of application. Should the cardholder not agree with the Terms and Conditions, ABC Banking shall not proceed with issuance of the card.

### 4. Features of the ABC Debit MasterCard

A cardholder shall be able to:

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

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

4.3 Query his balance only in ABC Banking Corporation ATM.

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

4.5 Change his PIN on ABC Banking ATM;

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

4.7 Obtain through a ABC Banking ATM 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.

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

5.1 The Cardholder hereby agrees that entering the PIN at a POS 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 authorized 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 authorization 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 in a website would be considered as a valid and legal authorization 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 When effecting a payment using POS it shall be the Cardholder's duty to ensure that the transaction amount is correct before he/she enters his/her PIN at the terminal. By entering the PIN the Cardholder indicates (on the Account Owner's behalf), the Account Owner consents to the transaction amount being correct.

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

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

## **6. Credit Limit**

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

## **7. Issue and delivery of Cards**

7.1 Cards shall be issued after 3 Business Days after an application is processed 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 New Cards and PIN/SecureCode shall be posted to the address of the customer. Whereas renewed Cards shall be mailed to the Cardholder after the expiry of the card.

7.3 A Cardholder's PIN shall be a 4 digits number allocated to him/her by ABC Banking through postal services.

7.4 A cardholder's SecureCode shall be allocated to him/her by ABC Banking.

7.5 ABC Banking reserves the right to reject any application without assigning any reason whatsoever for such rejection.

7.6 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.

8.3 As soon as a Card expires, the Account Owner must ensure that each Cardholder destroys it 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/she must not use his/her Card. He/she must destroy it in an appropriate manner and disposing 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 made 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 ABC Banking's request; upon cancellation of the Card, or upon closure by the Account Owner of the bank account linked with the Card.

10.2 If all the accounts linked to the ABC Debit MasterCard are closed, the Cards shall be automatically cancelled.

10.3 ABC Banking may issue a new Card at any time. ABC Banking reserves the right not to re-issue a Card.

## **11. Use of the ABC Debit MasterCard internationally**

11.1 Cardholders may access their funds in their ABC Banking account at any international ATM where the MasterCard logo is displayed, by using their ABC Debit MasterCard and PIN.

11.2 Payments in foreign currency effected by means of the card will be converted into Mauritian rupees at the rate of exchange prevailing on the date the debit advices are processed by the MasterCard Centre in America, plus other charges as claimed by MasterCard.

11.3 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 Mauritius.

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

## **12. SecureCode on Website**

Cardholders may purchase online in website where the MasterCard SecureCode logo is displayed. For site where the MasterCard SecureCode logo is not displayed and only the MasterCard logo is displayed on the merchant's site, customers can still transact and purchase can still be performed even though if the merchant is not a MasterCode SecureCode participant.

## **13. Transaction records**

Cardholders should keep all voucher 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 and has sufficient funds available in his/her account and an electronic banking terminal 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.

## **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 establishment 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 The bank 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

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

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.

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

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

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

A fee shall be applicable for re-issuance of new pin code/SecureCode, 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, (iv) not give the Card to another unauthorized person.

18.2 If a Cardholder makes a record of his/her PIN/SecureCode he/she 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,
- (v) not tell anyone the PIN/SecureCode,
- (vi) make sure that nobody watches when the PIN/SecureCode is entered in an electronic banking terminals or website,
- (vii) never enter the PIN/SecureCode 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,
- (viii) be ready to make a transaction when they approach an ATM or POS terminal,
- (ix) make sure that they do not leave anything behind when they complete a transaction including leaving the Card unattended in or at an ATM,
- (x) notify ABC Banking immediately if the PIN/SecureCode mailer has not been received intact, or if a PIN/SecureCode change has taken place without being requested.

18.4 A Cardholder must immediately notify ABC Banking if their Card or PIN/SecureCode 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 preventing or minimizing 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/she must return it to the premises of ABC Banking or call us on the hotline 467 6800 immediately. The Account Owner and Cardholder must co-operate with any employees or authorized agents of ABC Banking or law enforcement officers in any efforts to recover the Card if it is lost or stolen. The Account Owner and the Cardholder authorizes 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, minimize or recover any loss to the Account Owner or Cardholder or ABC Banking resulting from the loss, theft or unauthorized 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 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 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 the 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 MasterCard.

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

19.11 The Bank accepts no liability for refusal by any merchant Establishment to accept and/or honor 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 re-impose charges on the disputed amount over the whole period, including the investigation period.

## **20. Internet Banking Website and liability with respect to e-commerce transactions**

20.1.1 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) Carholder/Account Owner entering incorrect information for any online payment;
- (iii) Failure of any payee to correctly credit any payment to 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 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, the burden of proof for which shall be on the cardholder.
- (vi) any other circumstances beyond the control of ABC Banking.

20.2 The Card can be used by the Cardholder/Account Holder for all online transactions on websites displaying the MasterCard 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.

The Bank 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.

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.

## **21. Termination**

21.1 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.

21.2 ABC Banking may suspend or terminate use of any Cards 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.

## **22. Anti-Money Laundering and Counter-Terrorism Financing Obligations**

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

22.2 Transactions may be delayed, blocked, frozen or refused where ABC Banking has reasonable grounds to believe that they have breached Mauritius laws 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 ABC Debit MasterCard;

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

22.4 Where permitted under the Data Protection Act 2004, as amended, ABC Banking shall disclose the information gathered to any regulatory and/or law enforcement agencies or any permitted parties.

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

22.6 Not to initiate, engage in or effect a transaction that may be in breach of Mauritius law or sanctions (or the law or sanctions of any other country); and

22.7 The underlying activity/product for which the Card is being used does not breach any Mauritius law or sanctions (or the law or sanctions of any other country).

## **23. General**

23.1 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.

23.2 From time to time, the 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 be either 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.

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

23.4 The Bank shall not be responsible for whatsoever loss or damage occasioned by third parties facilities or system.

**24. Confidentiality**

24.1 The Account Owner’s 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.

24.2 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 parties unless ABC Banking has given the permission to do so or is required by law or ordered by a Mauritian court to do so.

24.3 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 in respect of the Card.

**25. Complaints**

It is not uncommon in the banking industry that a customer has grievances or complaint with respect to the service provided to the customer by a bank. In the event a customer has a grievance or complaint to make in connection with the service provided by ABC Banking, do not hesitate to visit ABC Banking Corporation Ltd at 7 Duke of Edinburgh Avenue, Place D’Armes, Port Louis, Mauritius or call on 206-8000 at the earliest convenience to discuss and find a solution to the grievance or complaint.

**26. Governing law**

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 matter to this 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 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 .....  
Date .....

Name .....  
Date .....