

# ACCOUNT OPENING PACK: INTERNATIONAL BANKING - INDIVIDUAL

## CALL DEPOSIT ACCOUNT

Date .....

Please specify currency .....

“Please ensure that the account(s) is/are funded with a minimum of USD 5000 or equivalent within one month from date of opening. Otherwise, it will be closed automatically on our system without any further notice.”

## CUSTOMER DETAILS

### First Applicant

Title (Mr/ Mrs/ Miss/ Other)

.....

Surname

.....

First Name

.....

National Identity Card/Passport Number

.....

Passport Issue Date                      Passport Expiry Date

.....    .....

Place of Birth                                  Date of Birth

.....    .....

Marital Status (Single/ Married/ Divorced/ Other)

.....

Country Code + Telephone Number

Home

+

Office

+

Fax

+

Mobile

+

Email

.....

### Second Applicant (Joint Account only)

Title (Mr/ Mrs/ Miss/ Other)

.....

Surname

.....

First Name

.....

National Identity Card/Passport Number

.....

Passport Issue Date                      Passport Expiry Date

.....    .....

Place of Birth                                  Date of Birth

.....    .....

Marital Status (Single/ Married/ Divorced/ Other)

.....

Country Code + Telephone Number

Home

+

Office

+

Fax

+

Mobile

+

Email

.....

### Security Questions:

Security Code (Maximum 8 characters)

.....

Mother's Maiden Name (Mandatory)

.....

Name of favorite childhood friend (Mandatory)

.....

Are you a US Citizen?  Yes  No

Is your income taxable under US law?  Yes  No

TIN (Required for US persons)

.....

Do you have a Dual Citizenship?  Yes  No

If yes please specify country

.....

Do you have any Green Card?  Yes  No

If yes please specify country

.....

Security Code (Maximum 8 characters)

.....

Mother's Maiden Name (Mandatory)

.....

Name of favorite childhood friend (Mandatory)

.....

Are you a US Citizen?  Yes  No

Is your income taxable under US law?  Yes  No

TIN (Required for US persons)

.....

Do you have a Dual Citizenship?  Yes  No

If yes please specify country

.....

Do you have any Green Card?  Yes  No

If yes please specify country

.....

Residential Address

.....  
.....

Mailing/Postal address (if different from above)

.....  
.....

Nationality

.....  
.....

**EMPLOYMENT DETAILS (MANDATORY)**

**First Applicant**

Employment Status

(Employed/ Self-Employed/ Housewife/ Unemployed/ Retired/ Other)

.....

Present Occupation

.....  
.....

Employer's Name/Line of Business/Nature of activity

.....  
.....

Employer's Business Address

.....  
.....

Business Sector (if self-employed)

.....  
.....

Source of Initial fund into the account/s

(e.g., personal account, entities, loan - please provide details)

.....  
.....

Number of years in employment/business

.....  
.....

Expected Annual Total Deposit

.....  
.....

Expected Annual Total Withdrawal

.....  
.....

Source of funds to be deposited into account/s

.....  
.....

Countries where source of funds will be derived

.....  
.....

Number of inwards per month

.....  
.....

Number of outwards per month

.....  
.....

Do you hold account with other banks or financial institutions?  Yes

If yes, please enter details here

Bank Name

.....  
.....

Residential Address

.....  
.....

Mailing/Postal address (if different from above)

.....  
.....

Nationality

.....  
.....

**Second Applicant (Joint Account only)**

Employment Status

(Employed/ Self-Employed/ Housewife/ Unemployed/ Retired/ Other)

.....

Present Occupation

.....  
.....

Employer's Name/Line of Business/Nature of activity

.....  
.....

Employer's Business Address

.....  
.....

Business Sector (if self-employed)

.....  
.....

Source of Initial fund into the account/s

(e.g., personal account, entities, loan - please provide details)

.....  
.....

Number of years in employment/business

.....  
.....

Expected Annual Total Deposit

.....  
.....

Expected Annual Total Withdrawal

.....  
.....

Source of funds to be deposited into account/s

.....  
.....

Countries where source of funds will be derived

.....  
.....

Number of inwards per month

.....  
.....

Number of outwards per month

.....  
.....

No

Bank Address

.....  
.....

**Mode of Operation**

The mode of operation on this account/s will be (Please tick as appropriate)

Singly

Either by ..... or .....

Jointly by ..... and .....

Specimen Signature

.....  
.....

Specimen Signature

.....  
.....

NB: Please note that the personal account cannot be used for trading/business purposes.

**DECLARATION**

I/We hereby confirm that the details and information given by me/us in support of the present application are true and correct. We authorise you to make any search or other enquiries in accordance with your normal procedures in connection with this application. Any change brought to personal details or any other pertinent particulars recorded with the bank will be notified to the bank immediately.

I/We authorize the Bank to make any independent verification of any data provided in accordance with your normal procedures in connection with this application, including but not limited to a reference from banks with whom I/we already maintain a relationship.

I/We also confirm that we have read and understood the Tariff Guide for International Banking of ABC Banking Corporation Ltd and we agree to the contents thereof.

By signing this application, I/we hereby acknowledge having taken cognizance of the ABC Banking Corporation Ltd account opening terms and conditions which shall form part of and be read in conjunction with this account opening form.

I/We am/are fully aware of the provisions applicable under the Financial Intelligence and Anti Money Laundering Act 2002 and the Prevention of Corruption Act 2002. All source of funds and purpose of transactions will be accurately and fully declared and I/we shall comply with all anti-money laundering laws and regulations in force and undertake not to use or allow my/our account to be used for any illegal, unlawful activity or for the laundering of money.

I/We understand and acknowledge that ABC Banking Corporation Ltd may be required to store or share my/our personal data with third parties for the purposes of providing its services I/We hereby consent to the storage or sharing of my/our personal data in the following circumstances:

- a. Where a third party service provider is providing a service to ABC Banking Corporation Ltd.
- b. To regulatory and investigating bodies
- c. To credit reference or fraud or money laundering prevention or detection agencies
- d. Where required or permitted by an order of a court or under any law or regulation

Authorised Signatory

Authorised Signatory

Name .....

Name .....

Date .....

Date .....

## FAX AND EMAIL INDEMNITY - INDIVIDUAL

Account Name

.....

Fax number/s and Email/s

.....

I/We the undersigned, authorise and instruct ABC Banking Corporation Ltd ('the Bank'), to execute within the shortest possible delay, the instructions which I am/we are likely to transmit by fax, telephone (for treasury transactions only), telex, email or any other mode of communication, in relation to the operation of my/our account/facilities/transactions with the Bank, pending receipt or not of my\*/our\* original written confirmation, which when issued by me\*/us\*, signed by me\*/us\* in accordance with the account mandate will be annotated with "Instructions already given".

In consideration of the Bank agreeing to carry out my/our instructions by such means as aforesaid, I/we undertake:

1. to hold the Bank or any of its officers, employees and agents harmless (the "Associates") in the execution of such Instructions;
2. not to enter any action(s) against the Bank or any of its Associates (and in so far as need be, I\*/we\* hereby irrevocably renounce any rights I/we might have so to do);
3. to hold harmless and indemnify the Bank against all actions, proceedings, claims, reasonable costs, demands and expenses which may be brought against, suffered or incurred by the Bank or any of its Associates by any third party as a result of your complying with instructions transmitted by the above means including all reasonable legal, professional and other expenses properly incurred by the Bank arisen either directly or indirectly out of or in connection with your accepting Instructions and acting thereon;

I/We hereby authorise the Bank to act on the Instructions which the Bank reasonably believes to emanate from me/us as confirmed by my fax number, telephone, telex, email and other details already communicated to the Bank and the Bank shall not be liable for acting in good faith on instructions which emanate from unauthorised individuals. The Bank may decline or delay acting on any message for any reason - ambiguous messages, incomplete messages, lack of funds, or for any reason not specified herein;

Payment instructions given by me\*/us\* and executed by the Bank are irrevocable. Under certain circumstances, these instructions will be exclusively determined by the Bank and without it being in any way liable, however, for any refusal it may make I\*/we\* agree that the Bank will make its best efforts to recall a wire transfer upon my/our instructions. But the Bank cannot guarantee return of funds to me\*/us\*.. If the Bank is able to return funds, it will credit my\*/our\* account at the Bank's quoted rate of exchange on that particular date less any fees, charges withholding taxes or for any interest and penalties arising from same. I\*/We\* hereby authorise the Bank to deduct any such amount in Mauritius or elsewhere where I/we may be maintaining accounts.

I/We do hereby agree that the Bank may act on any message provided by me/us, or purported to be provided by me/us, and such message will be binding on me\*/us\* without confirmation by the Bank. It is understood that this indemnity cannot be revoked without the consent of the Bank.

Authorised Signatory

.....

Name

.....

Date .....

Authorised Signatory

.....

Name

.....

Date .....

## E-BANKING APPLICATION FORM - INDIVIDUAL

New   
  Additional   
  Amendment   
  Deletion

Date .....

Service Type Applied For   
  View Only   
  Overseas Payments   
  Interbank Transfers

### AUTHORISED USER DETAILS

#### User 1

Title (Mr/ Mrs/ Miss/ Other)

.....

Surname

.....

First Name

.....

Email address (Mandatory for password delivery)

.....

Date of Birth

.....

Country Code + Telephone Number

Home

+

Office

+

Fax

+

Mobile

+

Mailing address

.....

.....

User Type (Please tick as appropriate)

View only   
  Initiator only

View & Initiate   
  Authoriser

Accounts to be accessed (please specify currency)

.....

.....

.....

#### User 2 (Joint Account only)

Title (Mr/ Mrs/ Miss/ Other)

.....

Surname

.....

First Name

.....

Email address (Mandatory for password delivery)

.....

Date of Birth

.....

Country Code + Telephone Number

Home

+

Office

+

Fax

+

Mobile

+

Mailing address

.....

.....

User Type (Please tick as appropriate)

View only   
  Initiator only

View & Initiate   
  Authoriser

Accounts to be accessed (please specify currency)

.....

.....

.....

### PAYMENT AUTHORISATION LIMITS

Please note that your default daily payment limit is MUR 500,000 or its FCY equivalent. Please note that this does not affect your ability to issue payments or other transacting instructions in other currencies.

#### Internet Banking Users for Account(s) held with ABC Banking Corporation limited

It has been confirmed that the below listed would be the "Initiator" and respective "Authorizer" for any payment effected online through ABC Banking Corporation limited for the above mentioned company.

Name of Initiator

.....

.....

Name of Authorizer

.....

.....

Please specify Mode of Operation of authorizer(s):

Singly     Jointly     Anyone of the above

**USER ID** and **PASSWORDS** will be sent by E-mail.

The Customer hereby authorises ABC Banking Corporation Ltd (the Bank) to send the User ID and Passwords by email to the above mentioned address at the customer's own risk and peril. The Bank and any of its directors, officers, employees and agents will not be held responsible for any prejudice and/or loss suffered by the customer. The customer undertakes to keep the Bank and any of its directors, officers, employees and agents indemnified at all times against all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against the Bank and any of its directors, officers, employees and agents or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting to send the User ID and Passwords by email.

**USER AGREEMENT**

I confirm that the above information is true and correct and I agree to be responsible for all transactions through Internet Banking service. I confirm having read all the rules and regulations relating to ABC Banking Corporation Ltd Internet Banking Services (ABC e-Banking) as per the Bank's website and/or notices issued from time to time, to which I totally agree.

**Office Use Only**

**Processed by** (*Full Name and Job Title*)

.....

**Signature**

.....

**Date**

.....

**Verified by** (*Full Name and Job Title*)

.....

**Signature**

.....

**Date**

.....

**Please initial on each page**

# ABC BANKING CORPORATION LTD

## E- BANKING FOR PERSONAL AND CORPORATE CUSTOMERS AGREEMENT, TERMS AND CONDITIONS OF SERVICE

### 1. Introduction

This INTERNET BANKING FOR PERSONAL AND CORPORATE CUSTOMERS AGREEMENT, TERMS AND CONDITIONS OF SERVICE which may be varied from time to time describes the rights and obligations of a user of the internet banking service offered by ABC Banking Corporation Ltd and the rights and obligations of ABC Banking Corporation Ltd towards such users. Please read this agreement carefully.

### 2. Definitions

**ABC Banking** means ABC Banking Corporation Ltd.

**ABC Internet Banking** means the internet banking service offered by ABC Banking to its retail and corporate customers and which may be subject to change from time to time.

**ABC Internet Banking Service Type** means the ABC Internet Banking Service functionality which an Account Owner subscribed for and which determines the types of functions such Account Owner can perform.

**Account Owner** means the person(s) in whose name an account is conducted by an Authorised Person(s) and who is responsible for all transactions on the account.

**Authority** means the authority (e.g board resolutions in case of a company or proxy form in case of an individual) by which Account Owners may nominate one or more Authorised Person(s) to have prescribed levels of access to the Account Owner's accounts. Individuals do not need any Authority for their own use, unless they want to grant access to a third party or link accounts from other entities as approved by those other entities. Companies and other entities which delegate functions or link accounts from other entities must provide ABC Banking with the appropriate Authority.

**Authorised Person** means the person that has been nominated by the Account Owner to complete administration tasks on their behalf. These tasks include (i) add, amend or remove a User, (ii) add and assign User access, (iii) amend the existing Daily Limit, (iv) amend mailing and contact details. An Authorised Person, in addition to completing administrative tasks, may also be a User of CIB.

**CIB** means the internet banking service offered by ABC Banking for its business and corporate customers.

**RIB** means the internet banking service offered by ABC Banking for its personal customers.

**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 even though some branches may be open for business.

**Customer ID** means a seven digit number which ABC Banking gives to the Account Holder as an identification to access the ABC Internet Banking.

**Daily Limit** means the maximum daily aggregate payment for all accounts accessible through the ABC Internet Banking Service Type selected.

**Identification Keys** means any one or more of the computer generated Customer ID, Password, and any such other key which ABC Banking provides to the Account Owner from time to time, in order to gain access to or use ABC Internet Banking.

**Password** means a confidential alphanumeric containing eight characters. When used in conjunction with the Customer ID, in accordance with the instructions provided on ABC Internet Banking website, it gives access to ABC Internet Banking.

**Service** refers to the CIB and/or RIB service.

**User** means Account Owner or Authorised Person or any person other than the Account Owner or the Authorised Person as assigned by the Account Owner or the Authorised Person to use the Internet Banking Services.

### 3. Authorisation

The Account Owner hereby authorises ABC Banking to allow operations on the Account Owner's account in accordance with the ABC Internet Banking Service Type selected and for which the correct Identification Keys have been provided.

The Account Owner authorises ABC Banking to debit his account with the amount of any fees payable to ABC Banking from time to time for the use of the Service. For the avoidance of doubt, charges do not include ABC Banking charges for any banking or other services which may be provided by ABC Banking upon requests through ABC Banking Internet Banking Platform.

The Account Owner authorises ABC Banking to debit his account with amounts of the transactions effected via the services provided funds are available.

The Account Owner acknowledges that, in addition to such Account Owner's own use of ABC Internet Banking, an Authorised Person or a User's use of ABC Internet Banking may also incur fees and charges which the Account Owner will be required to pay to ABC Banking.

### 4. Fees and Charges for ABC Internet Banking

4.1 The fees and charges applicable are set out in the ABC Banking Tariff Guide available at our Head Office and on our website at [www.abcbanking.mu](http://www.abcbanking.mu) as may be amended from time to time.

### 5. Payments through ABC Internet Banking

5.1 ABC Banking is only responsible for exercising ordinary care in processing and sending payments upon a User's authorisation in accordance with this Agreement. ABC Banking will not be liable in any way for damages incurred for any of the following reasons:

- insufficient funds to make the payment on the processing date;
- delays in email delivery or non-delivery;
- Account Owner/Authorised Person/User inputting incorrect information for the payment;
- changes to the payee's address or account number unless ABC Banking has been advised of the change in advance;
- the failure of any payee to correctly account for or credit the payment in a timely manner;
- the wrongful authority of any person using the service, or
- any other circumstances beyond the control of ABC Banking.

### 5.2 Payment Limits

ABC Banking may impose a payment limit. This may also affect the Account Owner's ability to make a Payment using ABC Internet Banking and may affect Payment limits authorised where the nominated Payment limit is higher than one imposed by ABC Banking.

### 5.3 Cut-Off Times

The cut-off time is the latest time where ABC Banking accepts and effects orders from Customers. Instructions received after a cut-off time may not be processed until the next Business Day. This may be the case even if ABC Internet Banking shows a change in account balances resulting from the operation.

Different cut-off times apply to different instructions. ABC Banking may vary cut-off times at any time. ABC Banking will advise of permanent or long term variations to cut-off times, although, it may at times need to make temporary changes without notice.

### 5.4 Cancel or Change Payment Instructions

Once the Bank has received and implemented a given instruction, neither the Account Owner nor the Authorised Person is entitled to countermand or amend such instruction.

### 5.5 Responsibility for correct details

An Account Owner, an Authorised Person and/or a User must ensure that Payment details are correct. ABC Banking cannot be held liable for wrong payment details given by an Account Owner, an Authorised Person and/or a User.

### 6. Security

#### 6.1 Use of Identification Keys

The Identification Keys allow anybody using them to conduct the type of operations on an account for which the Identification Keys provide access and ABC Banking is authorised by the Account Owner to permit such access.

As such, it is the responsibility of the Account Owner to take special care in protecting the Identification Keys provided by ABC Banking.

The Account Owner shall change the Password component of the Identification Keys on initial access to ABC Internet Banking and ensure that any Authorised Person or User does the same.

The Account Owner shall ensure that the Identification Keys are kept secure and are not disclosed to anyone except ABC Banking in the course of using ABC Internet Banking.

Where the Account Owner has authorised an Authorised Person or a User to use ABC Internet Banking, that Authorised Person or User shall be advised by the Account Owner of the Identification Keys separately.

If an Account Owner, an Authorised Person or a User enters any of the Identification Keys incorrectly for three consecutive times, ABC Internet Banking access privileges may be suspended and such Account Owner, Authorised Person or User will be unable to gain access to ABC Internet Banking. If this occurs, please contact ABC Banking in order to reactivate access.

#### 6.2 Security Information

The Account Owner, Authorised Person, User shall read and fully understand the security information provided on the ABC Banking Internet site and in this document and undertakes to scrupulously adhere to the recommended security procedures.

Any failure on the part of the Customer to follow the security procedures referred to in paragraph 6.2 above may result in a breach of his confidentiality, which in turn, may lead to unauthorised transactions on his account.

6.3 Suspected breach of integrity of Identification Keys

In case of suspicion that the security of the Identification Keys has been breached, please take the following steps:

- The Identification Keys (excluding Customer Number) must be changed; and
- Inform ABC Banking as soon as possible of the suspected breach immediately by calling on +230 2068000 or email on info@abcbanking.mu

7. Liability

7.1 No liability on the Account Owner

The Account Owner will not be liable for losses resulting from unauthorised transactions that:

- Are caused by the fraudulent or negligent conduct of ABC Banking staff or agents or companies involved in networking arrangements;
- Happen after ABC Banking has been notified that an Identification Key has been misused, lost or stolen or that the security of any Identification Keys has been breached. Notification shall be in writing and conclusive date of notification shall be date of receipt of written notification; and
- Losses that relate to any component of an access method that is forged, faulty, expired, or cancelled.

7.2 Liability of the Account Owner

The Account Owner will be liable for losses resulting from transactions which are carried out by an Authorised Person or a User or by another person with the Authorised Person's or User's knowledge and consent. The Account Owner will be liable for actual losses resulting from unauthorised transactions caused by an Authorised Person or a User:

- Engaging in fraud;
- Voluntary disclosure of any of their Identification Keys to anyone, including a family member or friend;
- Keeping a record of an Identification Key without making a reasonable attempt to disguise it or to prevent unauthorised access to it;
- Writing their Identification Keys or a disguised record of their Identification Keys on the electronic equipment or the mobile phone;
- Selecting an Identification Key which represents their birth date, or being an alphabetical code which is a recognisable part of their name; and
- Acting with extreme carelessness in failing to protect their Identification Keys.

The Account Owner will also be liable for losses resulting from an Authorised Person or a User accessing ABC Internet Banking via a computer that the Account Owner knows contains software that has the ability to reveal to a third party, or to otherwise compromise Identification Keys and/or customer information including, but not limited to, account information. The Account Owner will also be liable for actual losses resulting from unauthorised transactions caused by the User unreasonably delaying notifying ABC Banking of the Identification Keys becoming known to someone else. Conclusive date of notification shall be the date of receipt of written notification to ABC Banking.

7.3 Liability of ABC Banking

This section explains the liability of ABC Banking to the Account Owner only to the extent that any other agreements, notices or disclosures have not separately disclosed ABC Banking's liability.

In no event shall ABC Banking be liable to the Account Owner for failure to provide access to ABC Internet Banking.

Unless otherwise required by applicable law, ABC Banking is only responsible for performing the ABC Internet Banking Services as delineated in this Agreement.

ABC Banking will be liable for the amount of any material losses or damages incurred by the Account Owner and resulting directly from its fraud, gross negligence or willful default.

ABC Banking will not be liable in the following instances:

- If through no fault of ABC Banking, the Account Owner does not have enough money in his/her/its account to make a transfer;
- If circumstances beyond ABC Banking's control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that have been taken;
- If there is a hold on the Account Owner's account, or if access to such account is blocked, in accordance with banking policy;
- If the Account Owner's funds are subject to a legal proceeding or other encumbrance restricting the transfer;
- If the Account Owner's transfer authorisation terminates by operation of law;
- If any of the Account Owner, Authorised Person or User believes someone has accessed the Account Owner's accounts without permission and the Account Owner fails to notify ABC Banking by email /phone immediately;
- If a User has not properly followed the instructions on how to make a transfer included in this Agreement;
- If ABC Banking has received incomplete or inaccurate information from the Account Owner, an Authorised Person, a User or a third party involving the account or transfer;
- If there is a reasonable basis for believing that unauthorised use of the Password or account has occurred or may be occurring or if the Account Owner defaults under this Agreement, the bank account agreement, the deposit account agreement, a credit agreement or any other agreement with ABC Banking, or if any party terminates this Agreement; and
- The use of and/or downloading of any file/software from the Internet, be it from the ABC Banking website or not, shall be at the Account Owner/Authorised Person/User's own risk and shall be subject to the terms and conditions imposed by the licensor of the software which in all cases, shall be considered as third party's software.

**IN NO EVENT SHALL ABC BANKING HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.**

7.4 Indemnity

The Account Owner agrees to indemnify, defend and hold ABC Banking, its affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to ABC Internet Banking.

7.5 Third Parties

ABC Banking shall not be liable for any loss or liability resulting from any failure of a User's equipment or software, or that of an internet browser provider, by an internet access provider, or by an online service provider, nor will ABC Banking be liable for any direct, indirect, special or consequential damages resulting from a User's access to or failure to access ABC Internet Banking.

8. Disclaimers

8.1 ABC Banking is unable to verify account details for non-ABC Banking accounts. Should the details a User has entered prove to be incorrect, in most cases the payment (or individual credit) will return to the Account Owner's account within [24] hours after receipt of funds from other financial institutions where applicable. As this return is made by the other financial institution, it does not come via ABC Internet Banking and the Account Owner will not be notified. Nor will the status of the payment change. For this reason, please be careful when sending funds to third party accounts, and as a measure of safety, check the transaction lists regularly for any returned credits.

8.2 ABC Banking cannot reverse transactions a User makes in error, either to ABC Banking or non-ABC Banking accounts. Should an amount sent by a User in error not be returned automatically by the receiving financial institution, it may not be recoverable at all.

8.3 Information available through ABC Internet Banking concerning transactions and balances may not always be completely up to date, although, in most cases should at least reflect the transactions and balances of an account up to the close of business on the previous Business Day.

8.4 Not all services and functions offered through ABC Internet Banking may be available at all times. ABC Internet Banking may be unavailable due to scheduled power outages or due to factors beyond ABC Banking's control.

9. Termination

9.1 The Account Owner may terminate the Service by giving written notice to ABC Banking.

9.2 ABC Banking may suspend or terminate use of ABC Internet Banking without giving notice where it reasonably believes the access should be suspended or terminated, for example where there is a risk of fraud or security breach, or where a User has not accessed ABC Internet Banking for a lengthy period of time.

10. General

10.1 The Account Owner consents to receiving direct marketing material and email from ABC Banking or its affiliates.

10.2 Any person agreeing to use ABC Internet Banking is deemed to have read, understood and agreed to be bound by the present terms and conditions and any procedures or rules as now subsisting or as amended from time to time.

10.3 From time to time, ABC Banking may add, delete or alter the features of ABC Internet Banking or the present 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 notice board or Internet Banking Platform or any other medium which ABC Banking may deem fit.

10.4 The Account Owner must immediately notify in writing ABC Banking of any change in the information provided together with the proper evidence.

11. Governing law

This agreement, terms and conditions of service shall be construed in accordance with, and governed by, the laws of Mauritius and the courts of Mauritius shall have exclusive jurisdiction in all matters related to this agreement.

**“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's Signature



.....

Authorised's Signature

Name

Name

.....  
Date .....

.....  
Date .....



# DEBIT CARD APPLICATION FORM - INDIVIDUAL

MasterCard

Date .....

New

Additional

## CARDHOLDER INFORMATION

### Cardholder 1 Details

Title (Mr/ Mrs/ Miss)

.....

Family Name

.....  
First Name

Maiden Name (if applicable)

.....  
Date of Birth

Nationality

Passport Number

Residential Address

Email Address

Country Code + Telephone Number

Home

+

Office

+

Mobile\*

+

### Cardholder 2 Details (Joint Account Only)

Title (Mr/ Mrs/ Miss)

.....

Family Name

.....  
First Name

Maiden Name (if applicable)

.....  
Date of Birth

Nationality

Passport Number

Residential Address

Email Address

Country Code + Telephone Number

Home

+

Office

+

Mobile\*

+

\*Please note that the One-Time Password (OTP) will be sent to the mobile phone number provided above.

Account to be linked to:  GBP  USD  EUR  Other specify .....

NB: The debit card is a Mauritian Rupee (MUR) denominated card which can be linked to any of your foreign currency account

**Name to be embossed on the card:** (not exceeding 26 characters including spaces. Leave space between names).

Name of Cardholder 1

Name of Cardholder 2

**ACCOUNTS TO BE ACCESSED**

The debit card can be linked to only one currency account number.

NB:

- The ABC Debit Card is denominated in Mauritian Rupees and our billing currency is in Mauritian Rupees.
- 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 5% for MasterCard Debit Card calculated on the amount of the Transaction.
- 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 5% for MasterCard Debit 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.

Account No 1

.....

Account No 2

.....

Account No 3

.....

Card to be collected in person at Place d'Armes branch  Yes  No

**DELIVERY DETAILS**

Contact Person (Receiver Full Name)

.....

Physical Address (for card delivery) excluding PO Box

.....

Telephone Number (for card delivery)

.....

E-Mail Address

.....

**Customer Declaration/Debit Card Undertaking**

1. I/We, the undersigned, request ABC Banking Corporation Limited to issue ABC Debit Card in the name of the above mentioned individual/s.
2. I/We hereby confirm that the details given are correct, true and complete and agree to inform the bank of any change in the information provided and I/We agree to be responsible for all transactions made through the debit card(s).
3. I/We confirm that I/We am/are the account holders or have the required mandate to operate all the account(s) linked to the debit card(s).
4. I/We have read and understood ABC Banking Corporation Ltd Debit Card Agreement, Terms and Conditions for account holders and cardholders which is also available on the bank's website and/or notices issued from time to time and agree to comply with them.
5. I/We authorize ABC Banking Corporation Ltd to debit my/our account with an amount equivalent of USD 50 for courier charges.
6. I/ We authorize the bank to courier the debit card(s) and pin code(s).

Authorised Signatory

Name

.....

Date .....

Authorised Signatory

Name

.....

Date .....

**Office Use Only**

Processed by (Full Name and Job Title)

.....

Signature

.....

Date

.....

Verified by (Full Name and Job Title)

.....

Signature

.....

Date

.....

## UNIONPAY DIAMOND DEBIT CARD APPLICATION FORM - INDIVIDUAL

Date .....

New     Additional

**INSTRUCTIONS:**

1. All fields must be completed for your application to be processed.
2. Courier Fees of USD 50 is applicable up to 3 debit cards.
3. Processing time takes within 3 working days (excluding Saturdays Sundays and public holidays).
4. Please refer to Debit Card Tariff Guide and Terms and Conditions for more information.
5. The debit card application will not be processed until all pages of the Terms and Conditions have been initialed and signed.



**CARDHOLDER INFORMATION**

**Cardholder 1 Details**

Title (Mr/ Mrs/ Miss)

.....

Family Name

.....

First Name

.....

Maiden Name (if applicable)

.....

Date of Birth

.....

Nationality

.....

Passport Number

.....

Residential Address

.....

.....

Email Address

.....

Country Code + Telephone Number

Home

+

Office

+

Mobile\*

+

**Cardholder 2 Details (Joint Account Only)**

Title (Mr/ Mrs/ Miss)

.....

Family Name

.....

First Name

.....

Maiden Name (if applicable)

.....

Date of Birth

.....

Nationality

.....

Passport Number

.....

Residential Address

.....

.....

Email Address

.....

Country Code + Telephone Number

Home

+

Office

+

Mobile\*

+

\*Please note that the One-Time Password (OTP) will be sent to the mobile phone number provided above.

Account to be linked to:  GBP  USD  EUR  Other specify .....

NB: The debit card is a Mauritian Rupee (MUR) denominated card which can be linked to any of your foreign currency account

**Name to be embossed on the card:** (not exceeding 26 characters including spaces. Leave space between names).

Name of Cardholder 1

Name of Cardholder 2

### ACCOUNTS TO BE ACCESSED

The debit card can be linked to only one currency account number.

NB:

- The ABC Debit Card is denominated in Mauritian Rupees and our billing currency is in Mauritian Rupees.
- 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 5% for MasterCard Debit Card or 3% for UnionPay Diamond Card, calculated on the amount of the Transaction.
- 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 5% for MasterCard Debit Card or 3% for 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.

Account No 1

Account No 2

Account No 3

Card to be collected in person at Place d'Armes branch  Yes  No

### DELIVERY DETAILS

Contact Person (Receiver Full Name)

.....

Telephone Number (for card delivery)

.....

Physical Address (for card delivery) excluding PO Box

.....

E-Mail Address

.....

**Customer Declaration/Debit Card Undertaking**

- 1. I/We, the undersigned, request ABC Banking Corporation Limited to issue a UnionPay Diamond Debit Card in the name of the above mentioned individual/s.
- 2. I/We hereby confirm that the details given are correct, true and complete and agree to inform the bank of any change in the information provided and I/We agree to be responsible for all transactions made through the debit card(s).
- 3. I/We confirm that I/We am/are the account holders or have the required mandate to operate all the account(s) linked to the debit card(s).
- 4. I/We have read and understood ABC Banking Corporation Ltd Debit Card Agreement, Terms and Conditions for account holders and cardholders which is also available on the bank's website and/or notices issued from time to time and agree to comply with them.
- 5. I/We authorize ABC Banking Corporation Ltd to debit my/our account with an amount equivalent of USD 50 for courier charges.
- 6. I/ We authorize the bank to courier the debit card(s) and pin code(s).

Authorised Signature



Authorised Signature

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

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

**Office Use Only**

Processed by (Full Name and Job Title)  
.....

Signature  
.....

Date  
.....

Verified by (Full Name and Job Title)  
.....

Signature  
.....

Date  
.....

**Please initial on each page**

# ABC BANKING CORPORATION LTD DEBIT CARD AGREEMENT, TERMS AND CONDITIONS OF SERVICE - INTERNATIONAL BANKING

## 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 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** 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 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 and 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 (for domestic account) 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**

There is no agreed credit limit for an ABC Debit Card (MasterCard Debit card & UnionPay Diamond 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 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/Secure Code shall be couriered to the delivery address provided in the debit card application form and renewed Card(s) shall be mailed to the Cardholder after the expiry of the existing Card(s) at the same delivery address.

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 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 5% for MasterCard Debit Card or 3% for 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 5% for MasterCard Debit Card or 3% for 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 Signature



.....  
Authorised Signature

Name

.....

Date .....

Name

.....

Date .....

## ABC DEBIT CARD REPLACEMENT FORM - IB - INDIVIDUAL

**INSTRUCTIONS:**

Date .....

- 1. All fields must be completed for your application to be processed.
- 2. Processing time is within 3 working days (excluding Saturdays, Sundays and public holidays).

Card linked to:  GBP     USD     EUR     Other specify .....

Account Number  
.....

**CARDHOLDER INFORMATION**

Title (Mr/ Mrs/ Miss)  
.....

Nationality  
.....

Surname  
.....

First Name  
.....

Passport Number  
.....

Residential Address  
.....  
.....  
.....

Email Address  
.....

Country Code + Telephone Number

Home  
   +

Mobile  
   +

Reasons For Card Replacement (*Please tick as appropriate*)

Card Faulty     Card Damaged     Card Lost/ Stolen     Other (please specify) .....

EXISTING CARD (*Please tick as appropriate*)

MasterCard Debit Card     UnionPay Debit Card Classic     UnionPay Diamond Debit Card

**Declaration:**

- 1. I/We, the undersigned, request ABC Banking Corporation Limited to replace the selected Debit Card.
- 2. I/We hereby confirm that the details given above are correct, true and complete.
- 3. I/We confirm that I/We am/are the account holders or have the required mandate to operate all the account(s) linked to the debit card(s).
- 4. I/We authorize ABC Banking Corporation Ltd to debit my/our account with replacement card fee of USD 20+VAT (15%) and courier charges of USD 50.
- 5. I/We authorize the bank to courier the debit card(s) and pin code(s); and secure code(s) (applicable to MasterCard only) to the address provided above.

Authorised Signatory



Authorised Signatory

Name  
.....

Name  
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Date  
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Date  
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**Office Use Only**

Processed by  
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Signature  
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Date  
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Approved by  
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Signature  
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Date  
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