

Credit card application terms and conditions agreement

dated

between

A. ABC Banking Corporation Ltd, a bank duly incorporated and licensed under the laws of Mauritius with Business Registration Number C07018920.
and

B. bearing NIC number / passport number a national, residing at
 and designating the following mobile phone number for the purposes of this agreement.

OR

a company duly registered under the laws of bearing business registration number/
incorporation number having its registered office at
and designating the following mobile phone number for the purposes of this agreement.

1. INTRODUCTION

This agreement and its terms and conditions ("**Agreement**") shall apply to all ABC MasterCard credit card ("**ABC Credit Card**") holders and all transactions involving the use of the Card. Any ABC Banking client making use of their ABC Credit Card shall be considered as having read and consented to and being in compliance with this Agreement.

The tariff guide published on the ABC Banking website sets out the applicable fees and charges in respect of the ABC Credit Card.

2. DEFINITIONS

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

ABC Credit Card or **Card** means each ABC MasterCard Credit Card issued by ABC Banking under the present Agreement.

Account Holder means the holder of the bank account to which the ABC Credit Card is linked.

Additional or **Supplementary Cardholder** means each person (other than a Principal Cardholder) who is nominated as a Cardholder by the Principal Cardholder to whom ABC Banking issues a Card.

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

Available Balance means the current balance available for use on the Card.

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.

Cardholder means the Principal Cardholder as well as any Additional or Supplementary Cardholder.

Card Association means the Card issuer, namely MasterCard.

Contactless POS means a point-of-sale terminal with a contactless reader.

Contactless Transaction(s) means transactions which can be made at a Contactless POS terminal displaying a contactless logo, and which are processed without the Card being swiped or inserted in the POS terminal and without needing the Cardholder's PIN.

Credit Account means the bank account linked to the ABC Credit Card.

Credit Limit is the total amount of revolving credit granted to the Cardholder's account.

Daily Limit means where applicable, (i) a limit applied to each Card on cash withdrawals through ATMs or any aggregate of Contactless transactions, or (ii) a limit applied to each Card for any or any aggregate transaction made through a POS terminal or an Online Merchant Platform.

Online Merchant Platform means websites of the merchant establishments, wherever located, which honour MasterCard payments for purchase of goods and/or services through these websites or otherwise (for e.g. websites of stores, shops, restaurants, hotels, and airlines companies advertised as honouring MasterCard payment).

OTP means a one-time password, automatically generated numeric or alphanumeric string of characters that authenticates a single transaction. OTPs are sent to the Cardholder's designated mobile phone number via SMS and email.

PIN means the Personal Identification Number that has been selected by a Cardholder, or that 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 logo, a terminal to accept Cards and Card transactions.

Principal Cardholder means the person in whose name the Card has been issued.

Revolving credit means credit limit adjusted by the amount equivalent to each repayment effected by the cardholder within the authorised Credit Limit.

Tariff Guide means the tariff guide indicating the fees, charges, and commissions levied by ABC Banking to provide its services to relevant Cardholders, subject to change at the Bank's discretion. The Tariff Guide is published on the Bank's website.

3. ABC CREDIT CARD USE

The Cardholder shall make use of his/ her ABC Credit Card in accordance with the following clauses.

3.1. An ABC Credit Card may be used to get instant access to the Cardholder's available revolving Credit on the Cards at ATMs and at POS terminals within Mauritius and overseas.

3.2. The amount withdrawn by the Cardholder, as recorded by the ATMs, at the POS terminals, or for online transactions, will be deducted from the Cardholder's available revolving Credit linked to the ABC Credit Card.

3.3. Cardholders must always keep their Card safe and protect it from misuse, including tampering, damage, destruction, or any other form of unauthorised use.

3.4. This Agreement should be signed by customers at the time of application. The Bank will not issue a Card if the Cardholder has not signed or disagrees with the terms and conditions set out in this Agreement.

3.5. An ABC Credit Card should not be used for (i) any purpose that is illegal or unlawful in the Cardholder's jurisdiction or (ii) for gambling transactions.

3.6. The Cardholder must not disclose their ABC Credit Card bank account or Card information, such as a PIN number or an OTP to anyone.

3.7. The Cardholder understands the risks associated with the disclosure of their ABC Credit Card account information and failure to keep their PIN and OTP safe and secure. The Cardholder therefore undertakes to take all reasonable precautions to keep their PINs and OTPs secure and not to divulge them to any unauthorised person.

A Cardholder shall be entitled to perform the following actions through their Card:

3.8. withdraw cash from any ATM displaying the MasterCard logo, which shall be denominated in the currency of the country where the ATM is located;

3.9. query the remaining balance free of charge at any ABC Banking ATM in Mauritius. This service will be subject to a fee at other non-ABC Banking ATMs in Mauritius;

3.10. pay at POS terminals for goods and services both locally and overseas;

3.11. effect ATM and POS transactions by inserting their PIN, where the PIN is mandatory, and effect contactless transactions;

3.12. change their PIN code on any ABC Banking ATM in Mauritius; and

3.13. perform online transactions through the use of an OTP sent to them.

4. CONTACTLESS TRANSACTIONS

4.1. Contactless transactions are subject to the Daily Limit which may be reviewed

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by the Bank at its discretion.

4.2. Where the Cardholder has exceeded the daily contactless limit, they will be required to enter their PIN to complete a transaction.

4.3. Contactless transactions may be subject to terminal limits which are set by the POS merchant;

4.4. The Cardholder is responsible for all contactless transactions effected with their Card and are required to immediately report to the Bank in case the Card has been stolen or lost.

4.5. At the time of this Agreement, Contactless Transactions are limited to an aggregate of transactions of MUR 10,000.00 per day, with a maximum aggregate of 4 transactions of up to MUR 2,500 per transaction.

5. VALIDITY AND AUTHORITY TO DEBIT A CARDHOLDER'S BANK ACCOUNT

5.1. When a Cardholder effects a transaction:

(i) either by using their PIN or by Contactless Transaction, at an ATM or a POS terminal, or

(ii) by entering the OTP sent to them on an Online Merchant Platform,

it will be presumed that the Cardholder has duly authorised the Bank to act in accordance with the instructions given by him/ her at the terminal, and entered into a valid, legal, and enforceable contract with the merchant.

5.2. The Cardholder understands and undertakes that they are responsible for ensuring that the details of the transaction are properly entered before effecting such a transaction. In addition, the Cardholder is responsible for verifying the legitimacy of the Online Merchant Platform.

5.3. The Principal and Supplementary Cardholder acknowledge that they shall be jointly and severally liable for any misuse of an ABC Credit Card and/or any failure by them to observe this Agreement.

5.4. The Cardholder will be given credit facilities in respect of their ABC Credit Card account and the Credit Limit and detailed transactions will be relayed through the monthly statements. The Cardholder is in no way discharged from the responsibility for repayment if they do not receive their monthly statements.

5.5. The outstanding balance of the Credit Account may be settled in one of the following ways as selected by the Cardholder: (i) the payment in full of the amount due, or (ii) the mandatory minimum amount due as per the Cardholder's statement.

5.6. If the fully utilised Credit Limit balance is not paid within payment due date or cash advance transactions at the ATM are performed, interest and fees will be charged.

5.7. The Cardholder is entitled to a revolving credit, which consists of the credit limit being adjusted by an amount equivalent to each repayment effected by him within the authorised Credit Limit. The Cardholder will, in no circumstances, exceed the authorised Credit Limit. The Cardholder must ensure, before effecting a payment by Credit Card, that there are sufficient funds in the Credit Card account, or that the transaction is within the Credit Card Limit.

5.8. Payments made into the Credit Account in pursuance of this Agreement will be subject to the provisions of the Mauritian Civil Code relating to the special privilege of the banker, namely Article 2150-1.

5.9. As a Occupation/Resident/Work permit holder, the Cardholder acknowledges that ABC Banking is giving him or her access to the credit card facility based on his or her employment contract and his or her status as a resident in Mauritius and that the Bank reserves the right to terminate and demand full repayment of the credit facility if the Cardholder moves abroad or if contact is lost.

6. CREDIT LIMIT

6.1. The daily ATM withdrawal limit for an ABC Credit Card is MUR 20,000 or its equivalent in foreign currency.

6.2. The maximum number of ATM withdrawals for an ABC Credit Card is limited to 3 transactions per day, amounting to a total of MUR 20,000 or its equivalent in foreign currency.

6.3. The daily POS and online purchasing limit for an ABC Credit Card is MUR 200,000 or its equivalent in foreign currency.

6.4. 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 expense, interests or bank charges incurred by the Cardholder due to such restrictions, limitations, or a lack of uniformity between transactions requested at ATMs and/ or POS merchant establishments.

6.5. ABC Banking may exercise its discretion to review the limits that may be used to effect any transaction through the use of the ABC Credit Card per day or over a specified timeframe at any point in time.

7. ISSUE AND DELIVERY OF CARDS

7.1. ABC Banking shall endeavour to issue the Card(s) after four (4) Business Days after the processing of an application, provided the applicant meets the eligibility criteria (including identification requirements).

7.2. The Card shall be valid during the validity period shown on the Card.

7.3. The newly issued PIN shall be posted to the mailing address provided by the Cardholder and the Card is to be collected at the branch.

7.4. Renewed Cards shall be mailed to the Cardholder after the expiry of the Card or any prior alternative collection agreement may be made.

7.5. A Cardholder's PIN shall be a 4-digit number issued to him by the Bank or such PIN can be changed by the Cardholder through ABC Banking's ATM or the Internet Banking platform of the Bank.

7.6. OTPs will be sent to the Cardholder's registered mobile phone number and email in respect of online transactions.

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

7.8. The Card is not transferable or assignable to any other person.

8. VALIDITY, CANCELLATION AND EXPIRY OF CARDS

8.1. All Cards shall remain the property of ABC Banking and the Cardholder shall be required to return the Card to ABC Banking upon request or upon cancellation of the Card or closure of the Bank account linked with the Card.

8.2. If the Credit Account is closed, the customer must return the Card for cancellation and repay all amount due on the Credit Account.

8.3. A Card should only be used within the period of validity indicated on the Card. The Card may, at the Bank's sole discretion, be renewed upon expiry, unless the Cardholder provides contrary instructions to ABC Banking at least one (1) month prior to the expiry date.

8.4. The Bank may in its sole discretion terminate the validity of the Card, at any time before its expiration for any reason it deems appropriate and without having to provide prior notice to the Cardholder.

8.5. As soon as a Card expires, the Cardholder must destroy the Card by cutting the card horizontally through the chip and disposing of it securely.

8.6. In the event of the Cardholder's death or bankruptcy or their breach of any of the conditions of this Agreement, the Bank may, in addition to any other remedies it may have, take such steps as are necessary to stop any transaction effected by the Card(s) and to cancel the Card(s) and the Credit Account.

8.7. The Cardholder may contact ABC Banking at any time during the validity period to cancel their Card(s).

8.8. Irrespective of the reason for the cancellation of the Card, the Cardholder shall remain liable for repayment of all Card transactions effected prior to or closure of the Credit Account(s).

9. USE OF THE ABC CREDIT CARD INTERNATIONALLY

9.1. Cardholders may withdraw cash abroad from ATMs displaying the MasterCard logo (in the currency of the country where the ATM is located).

9.2. The ABC Credit Card is denominated in Mauritian Rupees and the billing currency is in Mauritian Rupees.

9.3. For all transactions which are performed via a POS terminal or an ATM located outside of Mauritius or online purchase, the Card Account will be debited with a conversion fee of 3%, calculated on the amount of the transaction.

9.4. For all transactions denominated in a foreign currency made via a POS terminal or an ATM located outside of Mauritius or online purchase, the Card Association will apply their own currency conversion rates which may vary in time. Hence, the Cardholder shall have to pay both the conversion fee applied by the Card Association and the administrative fee set out in clause 9.3 above.

9.5. By making a cash withdrawal or a purchase with a Card, the Cardholder agrees that information regarding the transaction may be processed outside of Mauritius.

9.6. Cash withdrawals through other banks' ATMs shall be subject to handling charges that shall be debited from the Credit Account(s).

10. OTPs AND DESIGNATED MOBILE PHONE NUMBERS

10.1. Cardholders may effect purchases on Online Merchant Platforms where the MasterCard logo is displayed.

10.2. Cardholders will receive an OTP by SMS and email each time they need to authenticate an online transaction. The OTP is only valid for one transaction at a time and is sent directly to the Cardholder's designated mobile phone number provided to the Bank.

10.3. The Cardholder irrevocably and unconditionally authorises the Bank and/ or its agent to send the OTP via SMS text messages to the mobile phone number designated by the Cardholder and email as communicated to the Bank.

10.4. The Cardholder is responsible for informing the Bank of any change in his/ her designated 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 the Cardholder or because of any change in the designated mobile phone number was not communicated to the Bank. The Bank is not responsible if the Cardholder is unable to or does not receive their OTP due to network or other related issues.

10.5. The Cardholder must keep their mobile phone and the SIM card associated with his/her mobile phone number operational at all material times to ensure successful delivery of the OTP. The Cardholder must keep the OTP secure and should not be disclosed to any person. The Bank shall not be held liable for any expense or loss incurred by the Cardholder because of their failure to adhere to

the above and/or in case of any unauthorised use of his/her mobile phone, SIM Card and or OTP as a result of the negligence of the Cardholder.

10.6. If the registered mobile phone number is lost or stolen, the Cardholder must contact us immediately on 467-6800. Following such a notification, the Bank will suspend the service as soon as reasonably practicable. The Bank will not be held liable if any unauthorised person gains access to the Cardholder's details on their mobile phone for any reason.

10.7. The Cardholder agrees to indemnify the Bank and keep it indemnified 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 in any way whatsoever arising from or in connection with or in any way relating to the Bank's sending the OTP to the registered mobile number of the Cardholder.

11. TRANSACTION RECORDS

The Cardholder should keep all receipts and transaction records given to him when using a Card. The Cardholder can use these to cross verify the transactions on the Card account.

12. DECLINED TRANSACTIONS

12.1. ABC Banking shall NOT be liable to the Cardholder for any reasonable direct or indirect loss or expense incurred by the Cardholder in the event the Cardholder enters the correct PIN/ OTP and has sufficient funds available in his/ her Card account and a terminal or online merchant accepts the Cardholder's instructions by providing a valid receipt for the transaction but fails to carry out the transaction requested.

12.2. ABC Banking will not bear any liability towards the Cardholder in case any transaction fails for any other reason whatsoever.

13. PAYMENT LIMITS

13.1. ATMs and merchant establishments may also limit or restrict the number of transactions and amounts that can be made using the Card.

13.2. These limitations may vary for every ATM and/or merchant establishment.

13.3. 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 costs, losses or damages suffered by the Cardholder due to these limits/restrictions.

14. FEES AND CHARGES

14.1. An annual fee for the services provided by the Card shall be debited each year in advance to the Credit Account and shall not be refundable in the event the Card is cancelled or the Card remains uncollected.

14.2. In addition to the annual fee above, the Bank will impose such fees as it determines applicable on the Card transactions. These fees, subject to change, are published in the Bank's Tariff Guide on the Bank's website.

14.3. A replacement fee will be applied upon replacement of any lost, stolen, or damaged Card.

14.4. If the utilised amount under the Credit Account is not fully repaid by the payment due date, interest will be applied and billed to the Cardholder's account. This interest is calculated on the daily average balance over the statement period and is billed in the next statement. The interest will accrue daily from the transaction date until it is fully repaid.

14.5. If the Cardholder has not repaid the minimum amount due on the due date and/ or there are arrears due:

- (i) a late fee will be applicable;
- (ii) the interest rate will apply from date of transaction;
- (iii) the Card may be suspended temporarily until the full amount of the minimum amount due and/or arrears have been settled; and
- (iv) once the Card is suspended, no transactions will be allowed until the arrears on the Card account are settled.

14.6. An over-limit fee will be applied to the Card account if the outstanding balance exceeds the authorised Credit limit allowed on the Card.

14.7. A cash advance fee will be applied to the Credit Account on each cash withdrawal transaction effected by the Cardholder, starting from the date of withdrawal. Cash advance transactions will bear interest starting from the date the cash advances are made until they are fully repaid.

14.8. An increase limit fee will be applicable to any increase limit request made by the Cardholder, subject to the request being approved.

15. SECURITY

15.1. To ensure the safety and security of a card, each Cardholder must:

- (i) sign it as soon as they receive it,
- (ii) always keep it with him/her,
- (iii) check that they still have the card on a regular basis, and
- (iv) not give the Card to any unauthorised person.

15.2. To best protect their PIN, the Bank encourages the Cardholder to:

- (i) memorise it and not to note it down;
- (ii) not opt for obvious numbers such as dates of birth or telephone numbers as PIN;
- (iii) not use the same PIN for other purposes such as mobile phone passwords or passwords generally;
- (iv) destroy ABC Banking's letter advising the PIN;
- (v) not write the PIN on the Card, even if it is disguised;
- (vi) not keep a record of the PIN with or near the Card and not reveal the PIN to anyone;
- (vii) make sure no one is watching when entering the PIN into an electronic banking terminal, POS or Online Merchant Platform;
- (viii) never enter PIN into an electronic banking terminal that does not appear genuine, has been tampered with, has a suspicious device attached to it, or is acting suspiciously;
- (ix) be ready to make their transaction when they approach an ATM or POS terminal;
- (x) ensure that nothing is left behind after completing a transaction, including leaving the card unattended in or at an ATM or POS; and notify ABC Banking immediately if the Cardholder does not receive their PIN, or if a PIN change has taken place without being requested.

15.3. The Cardholder understands and acknowledges that noting down their Card's PIN poses a security risk. While the Bank discourages such a practice, if a Cardholder makes a record of their PIN, he/she must ensure it is kept separate from the card and should not be stored for safekeeping such that any unauthorised person may have access to it.

15.4. A Cardholder may change his/ her PIN on any ABC Banking ATM or on the bank's internet banking platform after activation of the Card. Where PIN has been set up or amended through Internet banking platform, cardholder to complete an ATM based transaction prior to using the card for other purposes.

15.5. Cardholders must immediately notify ABC Banking if their Card or their PIN noted down is lost or stolen, or if they suspect that unauthorised transactions have been made on the Card account. This will enable ABC Banking to stop/ block the Card straight away thus preventing or minimising losses resulting from unauthorised transactions and ultimately, the Cardholder's potential liability for such losses.

15.6. If the Cardholder later finds the lost or stolen Card, he/she or she must return it to ABC Banking or call our hotline at 467-6800 immediately. The Cardholder must cooperate with any employee or authorised agents of ABC Banking or law enforcement officers to recover the Card if it is lost or stolen. The Cardholder authorises ABC Banking to disclose information about the Card Account and/or the Cardholder and the Card repayment account associated with the use of the Card to the relevant authorities if ABC Banking believes that doing so will help to avoid, minimise, or recover any loss to the Cardholder or ABC Banking because of the Card's loss, theft, or unauthorised use.

16. LIABILITY

16.1. The Main Cardholder and Supplementary Cardholder shall be jointly and severally liable for losses resulting from transactions that are carried out by such a person who carried the transaction with the Cardholders' knowledge and consent.

16.2. The Main Cardholder and Supplementary Cardholder shall be jointly and severally liable for actual losses resulting from unauthorised transactions caused by the Cardholder's unreasonable delay in notifying ABC Banking of the PIN or OTP becoming known to someone else.

16.3. ABC Banking bears no responsibility or liability towards the Cardholder if an electronic banking terminal does not accept a Cardholder's instructions or if a Card fails to work in an ATM/POS terminal. ABC Banking or the firm that is responsible for the maintenance of the ATM/POS terminal shall in no circumstances be liable for the malfunctioning, temporary breakdown, or misuse of the ATM/POS terminal, which may result in the retention of the Card or it being damaged or destroyed.

16.4. Any improper or fraudulent use of the Card shall render the Cardholder liable to prosecution. If the Cardholder fails to comply with this Agreement, ABC Banking shall be entitled to such legal action as it may be advised against the Cardholder.

16.5. All costs, fees and expenses that may be incurred by the Bank for the recovery of any sum due because of the use of the Card shall be due and payable by the Cardholder. The commission payable to the Bank's attorneys shall not exceed 10% of the amount recovered as capital and interest.

16.6. In an action before any Court for the recovery of any sum due to the Bank in connection with the use of a Card, the documents relating to the Transactions effected therewith or certified photocopies thereof shall be conclusive and irrebuttable evidence of the said Transactions.

16.7. The Cardholder must not make purchases or withdraw amounts that will cause the Credit Card limit on the Card account to be exceeded.

16.8. Under no circumstances 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.

16.9. The Cardholder unconditionally and irrevocably agrees to indemnify ABC Banking and hold it, its related companies, directors, officers, employees, and agents (the "Associated Persons") 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 unintentional or due to the Cardholder's negligence or recklessness.

16.10. The Cardholder unconditionally and irrevocably agrees to indemnify, defend, and hold ABC Banking, and the Associated Persons harmless against any third-party claim, demand, suit, action or other proceedings and any expenses related to an ABC Credit Card.

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

16.12. ABC Banking accepts no liability for refusal by any merchant establishment to accept and/or honour the Card. In the case of a dispute pertaining to the 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 temporarily refunding 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 impose charges on the disputed amount over the whole period, including the investigation period.

16.13. The Cardholder remains at all times responsible for ensuring that all details of a transaction are properly entered before effecting such a transaction. ABC Banking accepts no liability for executing a transaction which it considers to have been properly executed by the Cardholder.

16.14. If the Cardholder is in dispute with a third party over a Card transaction made, The Cardholder is required to keep making payments to the Bank while resolving the dispute.

17. ONLINE MERCHANT PLATFORMS AND LIABILITY WITH RESPECT TO E-COMMERCE TRANSACTIONS

17.1. ABC Banking shall not be liable for any loss, charges or any other expense incurred by the Cardholder in respect of e-commerce transactions effected by the Cardholder, more specifically as to:

- (i) the Cardholder not having sufficient funds to effect any online payment;
- (ii) the Cardholder entering the incorrect information for any online payment;
- (iii) a payee's failure to correctly Credit any payment to the account of the Cardholder in a timely manner;
- (iv) the wrongful use of the Card by any person other than the Cardholder or any person authorised by the Cardholder;
- (v) for any surcharge imposed by any Online Merchant Platform or such website and deducted from the Cardholder's account. Any charges or other payment requisition shall be conclusive proof that the charge recorded on such requisition was properly incurred on the Online Merchant Platform by the Cardholder except where the Card has been lost, stolen, or fraudulently misused, in which case the burden of proof shall be on the Cardholder; or
- (vi) any other circumstances beyond the control of ABC Banking.

17.2. The Card can be used by the Cardholder for all online transactions on websites displaying the MasterCard logo. The online transaction will be deducted from the credit card account immediately after the transaction is completed by the Cardholder.

17.3. ABC Banking is not responsible for any dealings or transactions conducted by the Cardholder;

- (i) with respect to the nature of online transactions carried out that include, but are not limited to, the supply of goods and services; or
- (ii) in relation to the outcome of online transactions, including the delivery of incorrect goods and services by a third party or the Cardholder's inability to correctly process an online transaction.

17.4. If the Cardholder has a complaint about a transaction made through an Online Merchant Platform, the matter will be resolved solely between the Cardholder, the Online Merchant Platform and the merchant, unless there is a justification for the Bank to effect a chargeback.

18. TERMINATION

18.1. In addition to clause 8.4 above, ABC Banking may suspend or terminate the use of any Card without notice if it has a reasonable belief that access should be suspended or terminated, such as if there is a risk of fraud or a security breach.

18.2. Upon the termination of this Agreement for any reason or upon the Cardholder's bankruptcy or death, the whole of the outstanding balance including costs, charges, and accessories on your Card account together with the amount of any Card Transactions effected but not yet charged to your Card Account will become immediately due and payable in full to the Bank. The Cardholder or his/her estate is required to pay all outstanding amounts to the Bank notwithstanding the termination of the Card or bankruptcy or death. The Cardholder shall keep the Bank indemnified against all costs, charges (including legal fees), and expenses incurred in recovering such outstanding amount. ABC Banking is entitled to continue to charge fees on any outstanding amount at its prevailing rate(s) until it receives payment in full.

18.3. Notwithstanding the termination of this agreement by either party, the Cardholder will continue to be liable for all further charges incurred with the Card until the receipt of the Card by the Bank.

18.4. The Cardholder will be liable for any transaction(s) that may be posted to the Credit Account for a period of up to 45 days after the date of termination of this Agreement.

18.5. The Cardholder may terminate this Agreement by:

- (i) repaying the debit balance on its ABC Credit Card account, together with any Transactions, interest, fees or charges accrued up to the date of payment but not yet charged to their ABC Credit Card account (this information will be provided by the Bank); and
- (ii) notifying the Bank in writing that it no longer requires the Card.

19. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING OBLIGATIONS

The Cardholder acknowledges and agrees to the following:

19.1. 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 Credit Card.

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

19.3. Where permitted under the Banking Act 2004, upon request, ABC Banking shall disclose the information gathered to any regulatory body and/or law enforcement agency or any other permitted party.

19.4. The Cardholder agrees to provide ABC Banking with the following undertakings and agrees to indemnify ABC Banking for any potential losses resulting 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 sanction of any other country).

20. GENERAL

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

20.2. From time to time, ABC Banking may add, modify, delete, or alter the features of the Card or the present Agreement, procedures and rules that apply to it. Amendments to rules or features of an account will either be displayed on ABC Banking's notice board or website or published in the press or on the statement of accounts or through ATMs/ internet banking or any other medium which ABC Banking may deem fit, including by SMS text messages on the Cardholder's registered mobile number or email.

20.3. The Cardholder must notify the Bank immediately in case there is any change in inter alia their name, address, telephone number or e-mail address, along with proper evidence, where applicable.

20.4. The Cardholder agrees to sign all extra documents or assurances to better secure the Bank's position if and when requested by the Bank.

21. CONFIDENTIALITY

21.1. ABC Banking shall not disclose any personal information of the Account Holder, the account signatory, the authorised person and/or the Cardholder(s) (obtained with respect to the Card) interest unless required by law or ordered by a court of competent jurisdiction.

21.2. The Account Holder, account signatory, authorised person and/or the Cardholder(s) authorise ABC Banking to disclose to such persons/, financial institutions/, and commercial banks information concerning them or their accounts as ABC Banking shall deem necessary or desirable in relation to the services and/ or the performance of any legal or contractual obligations arising out of or in connection with the Card.

21.3. ABC Banking may need to share or transfer the Cardholder's personal data or information concerning the ABC Credit Card account to its third-party service providers, including its credit card operator, which provides outsourced services to the Bank in connection with the operation of its credit card business, in accordance with applicable guidelines of the Bank of Mauritius. The Bank acknowledges and agrees that any such sharing or transfer of data or information will be on a confidential basis and the Bank will impose on the service provider, confidentiality undertakings similar to those applicable to the Bank.

21.4. The Cardholder understands that the Bank of Mauritius has, in the exercise of the powers conferred upon it by law, established a central credit bureau, the Mauritius Credit Information Bureau ("MCIB") to collect information from banks regarding the credit facilities which they grant to their customers to enable a bank which is approached for a credit facility to assess the credit worthiness of such customer. The Cardholder understands that the information so collected will be kept in strict confidence by the MCIB and the banks concerned.

21.5. The Cardholder further understands that the Bank will, as part of its appraisal process of the present application, have recourse to the MCIB to seek information on credit facilities provided to the Cardholder by other banks, and the Cardholder authorises the Bank to do so.

22. DATA PROTECTION

22.1. ABC Banking is a registered controller and processes personal data in accordance with the Data Protection Act 2017. The Cardholder confirms that he/she has read, understood, and agreed to be bound by the Bank's privacy notice

(available at www.abcbanking.mu/privacy) and the clauses therein, as may relate to the processing of the Cardholder's personal information. For the avoidance of doubt, the Cardholder agrees that the Bank's privacy notice shall be deemed to be incorporated by reference into these terms and conditions.

22.2. The Cardholder, and Account Holder if a different person/entity, hereby consent to receive direct marketing material and emails from ABC Banking or its affiliates. Any information collected, processed, and stored shall be in compliance with the Bank's privacy notice, which is available at www.abcbanking.mu/privacy

23. COMPLAINTS

In the event a Cardholder has any grievance or complaint in connection with the service provided by ABC Banking, they are encouraged to visit the Bank at ABC Banking Corporation Ltd, WEAL House, Duke of Edinburgh Avenue, Place d'Armes, 11328, Port Louis or call on (+230) 206-8000 to raise their concern. The Bank will endeavour to find a solution to improve their banking services.

24. LOYALTY PROGRAMME

The Bank may introduce a loyalty programme for its customers. Where applicable, the terms and conditions governing this programme will be communicated to the Cardholder.

The Bank reserves the right, at its sole discretion, to admit a Cardholder to the loyalty programme.

The Bank further reserves the right to amend, suspend, or completely discontinue a reward or loyalty programme on its card usage with 30 days' notice. The Bank assumes no responsibility or liability for the resulting consequences to Cardholders.

25. RIGHT OF SET-OFF

In addition to any general right of set-off or other rights conferred by law or under any other agreement, ABC Banking may, without notice, combine or consolidate the outstanding balance on the Card account with any other account(s) that the Cardholder maintains with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the liability to us under this Agreement.

26. EFFECT OF THIS AGREEMENT

26.1. In the event that any provision of this Agreement or the application of the provision to any person or set of circumstances shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of provisions and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

26.2. This Agreement supersedes any discussion, negotiation, arrangement or agreement, made either orally or in writing, in connection with the issue or use of Card(s).

26.3. In the event of any inconsistency between this Agreement and other terms and conditions, the present agreement shall prevail.

26.4. These terms and conditions are binding on the heirs, personal representatives, estate, and successors-in-title of the Cardholder and on the successors-in-title and assigns of the Bank.

26.5. ABC Banking may at any time, subject to 30 business days' written notice and publication on the website of the Bank, change any terms of this Agreement,

ACKNOWLEDGMENT AND AGREEMENT

I/we hereby confirm having read and understood the above Agreement.

I/we further confirm that ABC Banking has recommended that I/we seek independent legal advice and/or financial or professional guidance in connection with the above Agreement before availing any Card services thereof.

including interest rates, fees and other charges, the statement date or introduce new terms. If the Cardholder does not notify the Bank of their disagreement with those changes and return the Card to the Bank within 30 days of receipt or publication of such changes, the Cardholder will be deemed to have accepted and be bound by these changes.

26.6. This Agreement is governed by Mauritian law and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Mauritius.

27. ASSIGNMENT OF RIGHTS

27.1. The Cardholder shall not assign, subcontract, or otherwise dispose of all or any part of rights, liabilities, or obligations under this Agreement without the prior written consent of the Bank to that effect.

27.2. Nothing in this Agreement shall create any agency, fiduciary, joint venture, or partnership relationship between the Cardholder and the Bank.

28. WAIVER

28.1. In accepting late payments, partial payments or any payments marked as "payment in full" the acceptance shall not operate as a modification of these terms and conditions or waiver of any of ABC Banking's rights and the Bank may proceed to enforce all of its rights under in these terms and conditions, including recovery action for the full outstanding amount(s).

28.2. The rights of the Bank in these terms and conditions are cumulative and are in addition to its rights, available under law and may be exercised as many times as it deems fit. The Bank's rights can only be waived or varied by an express waiver or variation in writing. Any failure or delay in exercising rights shall not be treated as a waiver or variation of the Bank's right. A wrongful or partial exercise of the Bank's rights shall also not prevent the Bank from further exercise of those rights. Negotiations with the Cardholder or any other conduct by the Bank shall not be treated as a suspension of the Bank's rights or prevent the Bank from exercising such rights.

29. FORCE MAJEURE

ABC Banking shall not be liable or held responsible if the Bank is unable to carry out any of its obligations because of any failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or any other event that is a force majeure. The Cardholder's liability for finance charges and other charges shall nevertheless continue to accrue and for the purpose of computing the finance charges payable to the Bank or establishing the due date for payment of finance charges and principal even if the Bank is not able to provide the Cardholder with a statement for any period of time.

30. GOVERNING LAW

This Agreement 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 the Agreement.

31. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart Agreement by electronic mail in PDF form or facsimile shall be effective and binding as delivery of a manually executed counterpart of this Agreement. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to have the same legal effect as their original signatures for all intent and purposes thereof.

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

Signature of Principal cardholder/
Authorised representative of the company

Name

Date

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

Signature of Supplementary cardholder

Name

Date