

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

1. Introduction

This agreement and terms and conditions (the “Agreement”) 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. The Tariff Guide (relating to fees and charges) as published on the website is applicable for relevant charges. In the event of any inconsistency between this Agreement and other terms and conditions, the present Agreement shall prevail.

2. Definitions

ABC Banking or Bank means ABC Banking Corporation Ltd, a bank duly licensed 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 card issued by ABC Banking under the present Agreement and which is linked to an account held by the Account Owner with ABC Banking.

Account Signatory means in respect of an account, each person or persons who is 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.

Authorised Person means the Account Owner and/or any person who has been nominated by the Account Owner to use an ABC Debit Card.

Authorised Signatory means any person authorised to act on behalf of an account holder (proxy) or entity, including the Account Holder, any Additional Cardholder, or any individual (including a director or officer) duly empowered to give instructions or sign documents. Such authority may arise from law, internal documents, or written mandate or board resolution.

Available Balance means, with respect to a specific Account Owner(s), the current balance of the relevant account less unsettled transactions (if any) (including cheques deposited that have not yet been cleared or ABC Debit Card

transactions pending authorisation) plus, where applicable any approved credit limit for accounts under an arrangement with the Bank.

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 a payment card scheme or network, such as 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 standing to the credit of a bank account of an Account Owner(s) which may include any uncleared funds.

Contactless means a card payment functionality that enables a Cardholder to make payments by tapping the Card on a contactless-enabled POS terminal, without the need to swipe or insert the Card and, subject to applicable limits, without entering a PIN.

Contactless POS device means a POS terminal through which a contactless purchase may be made.

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

Joint Account Holders means 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 Cardholder via SMS and/or email.

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 or POS terminal means the point of sale of any authorised merchant accepting cards and card transactions.

Primary Account means an account linked to an ABC Debit Card) which can be accessed at an ATM or POS terminal.

Primary Cardholder means the Account Owner, or each account signatory or authorised person

Tariff Guide means the tariff guide indicating the fees, charges and commissions levied by ABC Banking, from time to time, providing its services to relevant Cardholders and

which may, from time to time, be subject to change, the most recent version of which shall be available on ABC Banking's website.

Terminal limit means the transaction value limit set by the acquiring bank on a POS machine to accept payment transactions.

3D SecureCode or SecureCode means an authentication protocol designed to provide an additional layer of security for online debit card transactions, whereby an OTP or other form of authentication is transmitted to the Cardholder for the purpose of transaction verification and authorisation.

Internet Website means any website, wherever located, operated by a merchant establishment that accepts card payments from Cardholder of the goods and/or services purchased online, including without limitations, the websites of stores, shops, restaurants, hotels, airline companies and other merchants advertised as honoring the Card.

3. Use of the ABC Debit Card

3.1 The use of an ABC Debit Card (including ABC Debit MasterCard or UnionPay Diamond Card) shall be in accordance with this Agreement.

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

3.3 A Card shall be issued to a Primary Cardholder. Where an account is jointly operated under an "either/or" mode of operation, the other Account Holder(s) may also be issued with a Card, subject to the Bank's approval and applicable procedures.

3.4 Before effecting any withdrawal or transaction, 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 Any amount withdrawn or transaction made 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 always protected from misuse including tampering, damage, destruction or any form of unauthorised use and shall keep the card in good condition 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 any transaction conducted on the account shall constitute acceptance of, and agreement to be bound by 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 laws applicable in the Cardholder's jurisdiction and the Cardholder must not disclose account information and Card information such as PIN Number, OTP etc. to anyone, except as required by laws applicable in the Cardholder's jurisdiction.

3.10 A Cardholder shall bear all risks associated with the disclosure of their ABC Debit Card account information to any third party, including any failure to keep details of their PIN number and OTP or other security credentials confidential.

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 free of charge at any ABC Banking ATM in Mauritius although this service is subject to applicable fees 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 or by any other channels.

4.6 Effect, on any ABC Banking ATM in Mauritius, transfers between the Cardholder's ABC Banking accounts designated by the Cardholder and accepted by ABC Banking;

4.7 Obtain through any ABC Banking ATM in Mauritius a mini statement of the latest transactions carried out on the Cardholder's 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 entry of the correct PIN at an ATM or POS terminal shall be considered as a valid and lawful authorisation by the Account Owner to ABC Banking to perform the required transaction and the responsibility shall remain on the Cardholder to verify the details.

5.4 The entry of the correct 3D secure code for Mastercard and Unionpay Cardholder for online transaction in a website would be considered as a valid and lawful authorisation by the Account Owner for ABC Banking to perform the required transaction and the responsibility shall remain on the Cardholder to verify all relevant information pertaining to the website.

5.5 When making a payment using POS, it shall be the Cardholder's responsibility to ensure that the transaction amount is correct before entering the PIN at the terminal. By entering the PIN, the Cardholder confirms (on behalf of the Account Owner) the amount and the Account Owner's consent to the transaction.

5.6 By signing this Agreement, the Account Owner hereby authorises ABC Banking to allow operations on the Account Owner's account with an ABC Debit Card and for which the correct PIN number or other required authentication credentials have been provided.

5.7 The Account Owner acknowledges and agrees 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. Transaction Limit

6.1 Daily ATM withdrawal are subject to card limit which shall be revised by the Bank from time to time as available on the website.

6.2 Daily POS and online purchasing are subject to card limits which shall be revised by the Bank from time to time as available on the website.

6.3 ABC Banking shall not be responsible for monitoring, ascertaining or notifying the Cardholder of any applicable transaction limits or restrictions and shall not be liable for any loss suffered by the Cardholder arising from such limits, restrictions, limitations or any lack of uniformity between transactions requested at ATMs and/or merchant establishments.

6.4 There is no agreed credit limit for an ABC Debit Card. Notwithstanding the foregoing, transactions may be authorised more than the Current Balance where the Account Owner has an approved overdraft facility with ABC Banking.

6.5 ABC Banking reserves the right, at its discretion to impose, limit, vary or restrict the transaction limits applicable to the

use of an ABC Debit Card daily or over any specified period.

6.6 Upon written request from the Cardholder, ABC Banking may, at its discretion and on an exceptional basis, increase or decrease transaction limits for a specific transaction for a specified period.

7. Contactless Transaction processing

7.1 For the purpose of Contactless transaction processing:

7.1.1 A Contactless transaction processing allows a transaction to be processed without requiring the Card to be swiped or inserted at a Contactless POS terminal and without requiring the Cardholder's PIN to authorise a transaction, subject to the transaction threshold set by ABC Banking.

7.1.2 A contactless payment method via MasterCard/UPI network can be performed at any Contactless POS terminal which displays contactless logo.

7.1.3 Contactless transactions are also subject to the Card Limits which are determined by ABC Banking from time to time.

7.1.4 Where the Cardholder has exceeded one or more applicable limits, he may be required to enter his PIN to complete a transaction.

7.1.5 Contactless transactions may also be subject to Terminal Limits, which shall be set by the merchant.

7.1.6 If Contactless transaction exceeds one or more of the limits, the cardholder can still make purchases by inserting the Card into the Contactless POS terminal and inputting the PIN.

7.2 Cardholders can perform up to a maximum of 4 counts of Contactless transactions per day.

7.3 The transaction limit for a contactless payment without PIN authorisation is MUR 2,500.

7.4 The daily cumulative limit for Contactless transactions is up to MUR 10,000

7.5 ABC Banking shall in no circumstances be liable for the malfunctioning, unavailability and/or temporary breakdown of any Contactless POS, which may result in the delay or rejection of any Contactless transaction arising therefrom.

7.6 The cardholder shall be liable for all contactless transactions that have been made with his Card unless he has reported that his Card has been stolen or lost.

8. Issue and delivery of Cards

8.1 ABC Banking shall issue the Card within three (3) Business Days after the application has been processed, subject to the fulfilment of all applicable requirements.

8.2 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.

8.3 The Card and PIN mailer shall either be collected at ABC Banking or posted to the mailing address of the customer.

8.4 A Cardholder's PIN (for all ABC Debit Cards) shall be a 4-digit number allocated to him by ABC Banking.

8.5 ABC Banking reserves the right to reject any application, at its discretion, without assigning any reason whatsoever.

8.6 The Card is personal to the Cardholder and shall not be transferable or assignable to any other person.

9. Validity and Expiry of Cards

9.1 When Cardholders receive their Card, for security reasons, the Cardholder shall immediately sign the Card on the designated signature panel on the reverse side thereof.

9.2 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 instructions not to renew have been given by the Cardholder to ABC Banking at least one (1) month prior to the expiry date.

9.3 Each Card shall remain the sole property of ABC Banking, which may, in its absolute discretion, terminate the validity of a Card or refuse to renew the Card upon its expiry without assigning any reason whatsoever.

9.4 Upon expiry of a Card, the Account Owner must ensure that each Cardholder (if any) destroys the Card in an appropriate manner and disposes of it securely.

10. Cancellation of Cards

10.1 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 shall immediately cease to use the Card and must destroy it in an appropriate manner and dispose of it securely.

10.2 The Account Owner or an Account Signatory or any Authorised Person may contact ABC Banking to cancel any Card at any time during the validity period.

10.3 Notwithstanding the cancellation of a Card or the closure of any linked account, the Account Owner shall remain liable for transactions effected at all times, using the Card prior to or after its cancellation or closure of the account(s).

10.4 The Cardholder may be liable to the Account Owner for any use of a Card after the Cardholder has received notice of its cancellation.

11. Cards to be the property of ABC Banking

11.1 All Cards shall remain the property of ABC Banking, and the Account Owner and each Cardholder shall, upon request by ABC Banking or upon cancellation of the Card or closure

of the linked account, return the Card to ABC Banking or otherwise destroy it securely, as instructed.

11.2 Where all the accounts linked to the ABC Debit Card are closed, the Cards shall be automatically cancelled, without further notice.

11.3 ABC Banking may issue a replacement Card, or a new Card at any time, including in cases of loss, theft, damage, expiry, or system upgrade, and reserves the right to determine the terms of such issuance.

12. Use of the ABC Debit Card internationally

12.1 Cardholders may withdraw cash locally and abroad from ATMs displaying the Maestro/Cirrus/MasterCard/UnionPay logo (in the currency of the country where the ATM is located).

12.2 The ABC Debit Card is denominated in Mauritian Rupees, and our billing currency is in Mauritian Rupees.

12.3 For all transactions, which are performed in the same currency as the customer's account currency and effected via a POS terminal, ATM located outside of Mauritius or via online purchasing, the customer's Account will be debited with a markup fee applicable to MasterCard Debit Card and UnionPay Diamond Card, as specified in the Tariff Guide.

12.4 For all transactions denominated in a foreign currency other than the customer's account currency and effected via a POS terminal, ATM located outside of Mauritius or via online purchasing, the Card Association shall be entitled to convert the transaction amount into Mauritian Rupees (MUR) at its applicable exchange rate and the Bank will convert the MUR amount into the customer's account currency with a mark-up fee applicable to MasterCard Debit Cards and UnionPay Diamond Cards, as more fully specified in the Tariff Guide. 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 any administrative fee that may be applicable by the Bank.

12.5 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, transmitted or stored outside of Mauritius.

12.6 Cash withdrawals shall be allowed through other Banks' ATMs subject to applicable service charges which shall be debited from the Card linked account/s.

13. 3-D SecureCode/ OTP on Website

13.1 If website or merchant is a participant of 3-D Secure program, Cardholders will receive an OTP by SMS and/or email to authenticate an online transaction. The OTP shall be valid for a single transaction only at a time and shall be sent directly to the Cardholder's mobile phone number and email address which is kept on record at ABC Banking. Where the website or merchant is a non-participant of 3-D secure program, cardholders can still transact but the OTP shall not be prompted for authentication.

14. Transaction records

14.1 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.

15. Failure of an electronic banking terminal

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

15.2 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. Neither ABC Banking nor any third party responsible for the maintenance of the ATMs shall be liable for any malfunctioning, temporary breakdown or misuse of the ATM, which may result in the retention of the Card or it being damaged or destroyed.

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

16. Payment limits

16.1 ABC Banking may, at its discretion, 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.

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

16.3 These limitations will vary for every ATM and/or merchant establishments.

16.4 ABC Banking shall not be responsible for either ascertaining or notifying the Cardholder 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.

17. Responsibility for correct details

17.1 An Account Owner, an Account Signatory, an Authorised Person and/or a Cardholder must ensure that all payment details and transaction details provided or entered in connection with the use of the Card are accurate and complete.

18. Fees and charges

18.1 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.

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

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

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

18.5 A fee shall be applicable for re-issuance of new PIN number for Cardholders, for which instruction should be submitted to the Bank.

19. Security

19.1 Each Cardholder shall (i) sign the Card as soon as they receive it, (ii) keep the Card in their possession at all time where reasonably required (iii) regularly check that the Card remains in their possession and (iv) not allow the Card to be used by any unauthorised person for security and confidentiality reasons.

19.2 If a Cardholder makes a record of his/her PIN/, such record must be kept separately from the Card and secured at all times.

19.3 To protect the confidentiality of the PIN, the Account Owner and each Cardholder must:

- (1) memorise such security credentials where possible;
- (2) shred or destroy the pin mailer immediately after you have memorized the PIN or changed it for the first time;
- (3) not write or record the PIN/ on the Card, or in any manner that could be associated with the Card;
- (4) not keep a record of the PIN with or near the Card and not disclose the PIN or SecureCode or OTP to anyone;
- (5) make sure that nobody is watching when the PIN or SecureCode or OTP is entered in an electronic banking terminal or website,
- (6) never enter the PIN or SecureCode or 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;
- (7) be ready to make a transaction when they approach an ATM or POS terminal;
- (8) ensure that no Card or receipt is left behind after completing a transaction including leaving the Card unattended in or at an ATM; and
- (9) notify ABC Banking immediately if the PIN mailer is compromised, has not been received intact, or if a PIN/change has taken place without being requested.

20. Loss or theft of Card

20.1 A Cardholder shall immediately notify ABC Banking if their Card or PIN record is lost or stolen, or they suspect that

unauthorised transactions have been made on any account. The Cardholder shall immediately report on the telephone number (230) 467 6800.

20.2 This will enable ABC Banking to block 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. If 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.

20.3 The Account Owner and Cardholder must co-operate with any employees or authorised agents of ABC Banking or where applicable law enforcement authorities 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 such disclosure is necessary to prevent, 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.

21. Liability

21.1 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.

21.2 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 to the extent such losses are attributable to fraud, wilful misconduct, or gross negligence of an Authorised Person or Cardholder.

Where unauthorised transactions arise as a result of a Cardholder unreasonably delaying notification to ABC Banking that the PIN, SecureCode or OTP has become known to any unauthorised person, the Account Owner and/or Joint Account Holders shall be liable for the losses incurred prior to such notification being made.

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

21.4 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.

21.5 Any improper or fraudulent use of the Card shall render the Cardholder liable to civil or criminal proceedings in accordance with the applicable law. 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 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.

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

21.7 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.

21.8 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.

21.9 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.

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

21.11 ABC Banking accepts no liability for refusal by any merchant establishment to accept and/or honour the Card.

22. Dispute Management

22.1 ABC Banking does not accept any liability:

- (1) If any Merchant varies the price for same goods and services purchased with the Card;
- (2) If any financial institution or Merchant refuses to accept or honor the Card; and
- (3) for disputes in respect of any goods and/or services purchased with the Card;

for the avoidance of doubt, any claims and/or disputes the Cardholder may have against any financial institutions or Merchant shall not relieve the Cardholder of his obligations and liabilities in respect of the Transactions. The Cardholder undertakes not to involve the ABC Banking in any such claim and/or disputes or legal proceedings against the said financial institutions or Merchants.

22.2 Any complaints about goods or services purchased with the Card shall be resolved directly by the Cardholder with the Merchant concerned.

22.3 In case of Cardholder's complaint or dispute, ABC Banking shall follow the rules and regulations set by Mastercard and UnionPay in initiating and processing such complaints or disputes. Any resulting refund may take up to 180 days before being undertaken.

23. OTP and registered Mobile Phone Number

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

23.2 The 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 Cardholder/ Account Owner has failed to communicate to the Bank.

23.3 The 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 Additional Cardholder as a result of the Account Owner, Primary Cardholder or any other Additional Cardholder failing to adhere to the above and/ or in case of any unauthorised use of his mobile phone, SIM card and or OTP as a result of the fraud, wilful misconduct or gross negligence of the Account Owner/ Primary Cardholder or any other Cardholder.

23.4 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 using the service on the latter's mobile phone for any reason whatsoever.

23.5 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.

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

25.1 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:

- (1) The Cardholder/Account Owner not having sufficient funds to effect any online payment;
- (2) Cardholder/Account Owner entering incorrect information for any online payment;
- (3) Failure of any payee to correctly credit any payment to the account of the Cardholder/Account Owner in a timely manner;
- (4) The wrongful use of the Card by any person other than the Cardholder/Account Owner or the Authorised Persons;
- (5) 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; and any other circumstances beyond the control of ABC Banking.

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

24.3 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.

24.4 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 and/or relevant merchant only.

25. Termination

25.1 The Account Owner may terminate this Agreement and these Terms and Conditions at any time by giving written notice to ABC Banking and by duly returning all Cards issued under the Account to ABC Banking.

25.2 ABC Banking may, at its discretion, refuse to authorise any transaction, or suspend or terminate the use of any Card, with or without prior notice, where ABC Banking reasonably believes that such action is necessary, including but not limited to circumstances where:

- (1) there is a risk of fraud, misuse or security breach;
- (2) the Card or Account is used in an unauthorised or unlawful manner;

- (3) the Cardholder has committed a material breach of this Agreement or any obligation contained herein; or
- (4) such action is required for operational, regulatory or security reasons.

26. Anti-Money Laundering and Counter-Terrorism Financing Obligations

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

- (1) Transactions may be delayed, blocked, frozen or refused whereas 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;
- (2) ABC Banking may require additional information or documentation to enable it to comply with its legal and regulatory obligations;
- (3) Where permitted under the Data Protection Act 2017, as amended, ABC Banking shall disclose the information gathered to any regulatory body and/or law enforcement agency or any other permitted party.

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

- (1) 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
- (2) 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).

27. General

27.1 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 amended from time to time in accordance with this Agreement.

27.2 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.

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

27.4 ABC Banking shall not be responsible for whatsoever

loss or damage caused by third party facilities or system.

27.5 The failure or delay by ABC Banking to exercise any right, power or remedy under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise preclude any further exercise of such right, power or remedy.

27.6 If any provision of this Agreement is held to be invalid, illegal or unenforceable by any court or competent authority, the remaining provisions shall fully remain valid and enforceable permitted by law.

27.7 The Cardholder shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of ABC Banking. ABC Banking may assign or transfer its rights and obligations under this Agreement without the Cardholder's consent.

27.8 ABC Banking shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising from events beyond its reasonable control, including but not limited to acts of God, system failures, power outages, strikes, governmental actions or events of force majeure.

27.9 ABC Banking may engage third party service providers, including payment networks and processors, to support the provision of Card services. Customer data may be shared with such providers where necessary, subject to appropriate confidentiality, security, and data protection safeguards in accordance with applicable laws. The Customer acknowledges that such outsourcing arrangements are essential to the provision of the services. ABC Banking remains responsible for its obligations under these Terms but shall not be liable for any loss, delay, or disruption caused by third parties beyond its reasonable control

27.10 Any notice or communication under this Agreement may be given by ABC Banking through written notice, electronic means, SMS, email, website publication, Internet Banking, ATM messages or any other channel deemed appropriate by ABC Banking.

27.11 Nothing in this Agreement shall be deemed to create any partnership, agency or joint venture relationship between ABC Banking and the Cardholder.

27.12 This Agreement, together with any applicable schedules, forms and the Tariff Guide, constitutes the entire agreement between ABC Banking and the Cardholder in relation to the Card and supersedes all prior communications or understandings relating thereto.

27.13 This Agreement may be executed in counterparts, including by electronic or digital means, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

28. Confidentiality

28.1 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.

28.2 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.

29. Data Protection

29.1 ABC Banking is a registered controller and processes personal data in accordance with the Data Protection Act 2017. More information available at www.abcbanking.mu/privacy.

30. Rewards Programme

30.1 ABC Banking may from time to time offer Cardholders the opportunity to participate in reward or loyalty or promotional programmes, subject to applicable terms and conditions as may be specified by ABC Banking.

30.2 ABC Banking reserves the right, at its sole discretion, to amend, modify, suspend or discontinue any Rewards Programme, in whole or in part, at any time upon giving thirty (30) days' notice to the Cardholder, without incurring any liability to the Cardholder or any other party.

31. Marketing Communications

31.1 ABC Banking may, from time to time, send promotional and marketing communications to the Cardholder by SMS and/or electronic mail to the Cardholder's registered email address, in accordance with applicable data protection laws.

31.2 The Cardholder has the right to object at any time to the processing of his or her personal data for direct marketing purposes and may unsubscribe from such communications by following the instructions provided in the communication or by notifying ABC Banking through the prescribed channels.

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 and/or guidance in connection with the Agreement before signing.

31.3 The exercise of this right shall not affect the receipt of mandatory service, contractual or regulatory communications relating to the Card or the Account.

32. Complaints

32.1 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.

33. Disclosure of Information

33.1 ABC Banking shall be entitled, should it deem necessary, to pass on to any commercial bank, or merchant or authority, any Card-related information relative to the Cardholder in case of improper or fraudulent use of the Card by him, or in order to facilitate the recovery of same in case of loss or theft, or suspected abstraction and the Cardholder hereby expressly and unreservedly authorises disclosure of such information.

34. Governing law

34.1 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.

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

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

Authorised Signatory of Primary Cardholder

Authorised Signatory of Additional Cardholder

Name

Name

Date

Date