



Terms and Conditions  
**Governing Data Protection and Processing**

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## TERMS AND CONDITIONS GOVERNING DATA PROTECTION AND PROCESSING

### 1. Introduction

The present Terms and Conditions, shall apply to the collection, processing, storage and protection of Customer Data by the Group Entity (as defined below). These Customer Data are protected by the Data Protection Laws and are either collected directly from the Customer or indirectly from other sources. Any Customer Data so collected shall be used, protected, processed and stored in strict compliance with the Data Protection Laws. The Group will only use the Customer Data for a Legitimate Interest and in the discharge of its service to its Customers and shall ensure to keep all Customer Data safe and private.

### 2. Definition and Interpretation

2.1. The headings contained in these Terms & Conditions are for convenience and reference purposes only.

2.2. The use of the masculine shall include the feminine and vice versa and the use of the singular shall include the plural.

2.3. For the purposes of the present Terms & Conditions, the following definitions shall apply:

- (a) **“Customer”** means any individual with which the Group or any Group Entity has a business relationship;
- (b) **“Customer Data”** means any information relating to a Customer, including amongst others:
  - (i) Customer identification data e.g. name, e-mail, postal address, telephone number, country of residence, passport scan and number, national identity card scan and number, tax identification number;
  - (ii) personal characteristics e.g. date of birth, marital status;
  - (iii) employment and occupation e.g. employer, function, title, place of work;
  - (iv) academic/study information;
  - (v) family information;
  - (vi) banking/non-banking and financial data e.g. financial identification, financial situation (including loans, assets, expenses, etc.), risk profile, investment objectives and preferences;
  - (vii) investment appetite and risk profile
  - (viii) electronic identification data e.g. IP addresses, cookies;
  - (ix) data received in the context of the performance of an agreement e.g. account positions and transactions, power of attorneys;
  - (x) tax related data;
  - (xi) images, sounds and communications e.g. surveillance camera footage, telephone recordings, exchange of letters/emails with the Customer.
- (c) **“Consent”** means any freely given specific, informed and unambiguous indication of the wishes of a Customer, either by a statement or a clear affirmative action, by which he signifies his agreement to Customer Data relating to him, being processed;
- (d) **“Data Protection Laws”** means Data Protection Act 2017, any regulations, and other subsidiary enactments issued thereunder including any applicable guidelines or practice (or similar documents) by the Local Data Protection Office or other local and international public authorities;
- (e) **“Group”** means MCB Group Ltd together with its current and future subsidiaries, associates and affiliates in Mauritius or in foreign countries;
- (f) **“Group Entity”** means any member located in Mauritius, forming part of the Group;
- (g) **“MCB Data Protection Office”** means the data protection office of the Group details of which are set out in paragraph 9;
- (h) **“Legitimate Interest”** means the business or commercial reason for the Group to use and Process the Customer Data;
- (i) **“Local Data Protection Office”** means the office as provided for in the Data Protection Laws having the details specified in paragraph 12;
- (j) **“Processing”** means an operation performed on Customer Data whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. The word “Processed” shall be construed accordingly;
- (k) **“Profiling”** means any form of automated processing of Customer Data consisting of the use of personal data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements; and
- (l) **“Third Party”** means a person other than the Customer, the Group or any Group Entity and includes the persons listed in paragraph 7.1.

### 3. Processing of Customer Data

The Group may, for a Legitimate Interest, use, hold and process, by computer or otherwise in any location whatsoever Customer Data and may collect personal information from many sources, including from the Customer himself, any person linked with the Customer, his business and services, people working on behalf of the Customer or in circumstances such as:

- (a) On application for a product or service with any Group Entity;
- (b) Phone calls, including recorded calls and notes that the Group may make;
- (c) Use of Group or Group Entity website, mobile applications;
- (d) Emails, letters;
- (e) Insurance claims and other documents;
- (f) Financial and Risk reviews and interviews;
- (g) Customer surveys; and
- (h) Participation in competitions, lottery or promotions.

### 4. Purpose of Processing of Customer Data

4.1. Subject to the Data Protection Laws, the Group will process, inter alia, Customer Data for the following Legitimate Interest:

- (a) setting up, administering , managing and updating the Customer's file;
- (b) managing Customer's accounts and payment/settlement transactions;
- (c) executing contracts signed by the Customer and execution of Customer's instructions including amongst other management of deposits and loans, assessment of Customer's repayment capacity;
- (d) management and provision of treasury and investment products and other banking services and generally for conducting the business relationship with the Customer;
- (e) application for advisory, investment and related products;
- (f) improving and personalising Group's services on an ongoing basis and the development of products;
- (g) testing of new products and communicating them and other services to the Customer;
- (h) ensuring the security of people and property;
- (i) research, modelling and statistics;
- (j) administering and managing risks;
- (k) fraud prevention, crime investigation and reporting of financial crimes ;
- (l) advertisement and marketing activities ;
- (m) meeting the Group's legal obligations;
- (n) management of the Group's financial position, business capability, planning, adding and testing systems and processes, managing communications, corporate governance, and audit;
- (o) responding to all legitimate requests from public, legal or supervisory authorities for access to Customer Data;
- (p) establishment, exercise and defense of legal claims;
- (q) exercise of the Group's rights set out in agreements or contracts; and
- (r) debt recovery.

4.2. The processing of Customer Data by the Group may give rise to decision-making, including profiling, which shall be effected within the legal and regulatory limits set out in the Data Protection Laws.

### 5. The Legal Basis for Processing of Customer Data

The Group shall process Customer Data in the following circumstances:

- (a) with the Customer's Consent for marketing purposes, which may be withdrawn at any time ;
- (b) for the execution of an agreement, contract signed with the Customer, and services linked thereto, or in the context of pre-contractual measures requested by the Customer;
- (c) to fulfil the Group's legal and/or regulatory obligations; and
- (d) for the Legitimate Interests set forth in paragraph 4.1.

## 6. Offer of Personalised Solutions

In its endeavour, to provide the Customer with optimised services that are constantly evolving, to better meet the Customer's needs, as well as to maintain and develop its business relationship, the Group may:

- (a) Publish, Share or Send the Customer through any channel:
  - regulatory, informative or commercial materials linked to the contract signed with the Customer and the services subscribed, as well as products held by the Customer;
  - financial and economic literature;
  - value-adding publications on different topics; and
  - invitation to events, talks or workshops that may be of interest to the Customer.
- (b) Contact the Customer for sharing general product information as regards financial literacy and awareness;
- (c) Use Profiling to process the Customer Data with a view to:
  - Search for and identify, within its Customers' database, characteristics shared by persons, who are likely to be interested with a specific new or existing service or product;
  - Search for and identify, within its Customers' database, relatively homogenous groups of persons in terms of products held and/or banking/non-banking behaviour in order to improve the Group's understanding of its Customers' base and the personalisation of its commercial products and services.

## 7. Sharing of Customer Data with Third Parties

7.1. The Group may transfer Customer Data to the following categories of persons:

- (a) Agents, advisers and services providers of the Group or of any Group Entity;
- (b) Persons appointed by the Customer;
- (c) Supervisory authorities of the Group or of any Group Entity and other public authorities for fraud prevention purposes; and
- (d) credit institutions, credit reference agencies, financial sector professionals, and any other external service provider with which the Group interacts or whose services are necessary in the context of providing services to the Customer.

7.2. In transferring Customer Data, the Group will ensure that the Third Parties with which it interacts are legally required to process Customer Data with same or equivalent degree of care as required under the Data Protection Laws. The Third Parties shall at least have the obligation to maintain appropriate technical and organisational security measures to protect the Customer Data against:

- (a) accidental destruction, loss, and alteration; and
- (b) unauthorized disclosure of, or access to, Customer Data transmitted, stored or otherwise processed.

These Third Parties may act as controllers or processors and have a duty to comply with legal and/or contractual obligations regarding the protection of Customer Data, including professional secrecy and the applicable confidentiality obligations.

## 8. Recording of Communications

The Group may record and keep records of conversations and meetings including telephone conversations and correspondences relating to any service provided, activity carried out or transaction executed by the Group or any Group Entity on behalf of the Customer. Customer Data collected in the course of telephone recording activities will be processed and kept strictly in accordance with the Data Protection Laws and shall serve, where appropriate, as proof of instructions.

## 9. The Customer's Rights

9.1. Subject to the conditions and limits of the Data Protection Laws, the Customer's rights regarding the processing of Customer Data include the right to request:

- (a) access to the Customer Data processed by the Group or any Group Entity;
- (b) confirmation of whether or not Customer Data is or has been processed;
- (c) rectification of Customer Data that is inaccurate or incomplete;
- (d) erasure of his/her Customer Data on legitimate grounds;
- (e) the restrictive use of the processing of Customer Data on legitimate grounds;
- (f) information from recordings concerning the conversations and meetings including telephone conversations and correspondence relating to any service provided, activity carried out or transaction executed, with the exact date and time of the recording;
- (g) transmission of Customer Data to a Third Party in an easily readable format; and
- (h) objection to the use of Customer Data that the Group or any Group Entity collects, retains and processes on legitimate grounds.

9.2. The Customer may submit a request to exercise the rights set forth above through a letter sent to the MCB Data Protection Office situated at the MCB Head Office, Sir William Newton Street, Port Louis.

#### **10. Period of Storage of Customer Data**

The Group or any Group Entity will keep Customer Data of its Customers for as long as the person remains a customer of the Group. The Group shall also store Customer Data after completion of relevant transactions, closure of account(s), termination of the business relationship (for whatever cause) for legal, regulatory, research or statistical purposes and such other legitimate reasons.

#### **11. Termination of Customer's relationship**

The Group or any Group Entity shall have no alternative but to terminate its relationship with the Customer in the following cases:

- (a) the Customer exercises his right to erasure of his/ her personal data;
- (b) the Customer objects to the use of his /her personal data that the Group or any Group Entity collects, retains and processes on legitimate grounds.

#### **12. Complaints by The Customer**

Under the prevailing Data Protection Laws, the Customer has the right to lodge a complaint regarding the processing of Customer Data, with the MCB Data Protection Office or by sending an email to: **MCB\_DPO@mcb.mu**.

#### **13. Local Data Protection Office**

For more information about the rights of data subjects, the Customer may consult the local Data Protection Office website at: **dataprotection.govmu.org**.

#### **14. Amendments**

The Group reserves its right to amend at any time partly or wholly the provisions of the present Terms and Conditions and such amendments shall be notified by posting on MCB website at **https://www.mcb.mu** or any other appropriate means, it deems appropriate. Such amendments shall take effect on the date of posting on MCB website.