

8.2 If the Customer's User ID and/or Login Password have become known to any third party, he shall immediately change his Login Password or mPIN or alternatively contact MCB Card Centre on the **(230) 202 5010** (24 hour service) for assistance.

9. MPIN

9.1 The mPIN shall be a four digit pin set by the Registered Juice User which can be changed by the latter through the Juice application.

9.2 The mPIN is essential to log into the Juice application and to authenticate a transaction below the Threshold Limit in the "Juice" application.

9.3 For existing Security Token users using the Juice Application, mPIN will always prevail over Security Token to authenticate any transaction below the Threshold Limit.

9.4 The Registered Juice User shall, in all circumstances, keep his mPIN secret, and not impart it to any person whomsoever.

9.5 If the mPIN has become known to any person other than the Registered Juice User, the latter shall notify the MCB Card Centre immediately on the **(230) 202 5010** (24hr service).

9.6 The Customer shall have the possibility to change his mPIN through the "Juice" application.

9.7 The MCB shall never contact a Juice registered customer to request his security credentials. If the Customer receives such a request, he shall not supply his security details in any circumstance for he shall otherwise be liable for all transactions performed through "Juice" and the use of the credentials and security details such as the Login Password, his User ID, his Token PIN, his mPIN, and his OTP. The Customer should report any such activity to MCB Card Centre immediately on the **(230) 202 5010** (24hr service).

10. SECURITY TOKEN

10.1 The Security Token shall at all times remain the property of the MCB and the Customer shall not in any circumstances whatsoever obtain any rights over same.

10.2 The Customer acknowledges that:

- All Passwords and Token PINs, as must be amended by the Customer, should be kept secret and should not be imparted or communicated to any person whomsoever.
- He shall ensure, before accessing "Juice", that his internet browser, pc, smart phone, mobile phone, tablet or any other applicable equipment is not equipped with any User ID and Password memorizing facility whatsoever.

10.3 He shall immediately notify the MCB upon becoming aware that his Passwords, Token PINs or Security Token may have fallen into the hands or made known to any person other than himself.

10.4 The Customer shall nevertheless be liable to the MCB for any transaction effected by any such third party through the use of his Security Token and Token PIN prior to the formal notification to the Bank, as if he had used it himself.

10.5 In case of loss or irreparable damage, a new Security Token shall be issued and a fee equivalent to its price prevailing at the time of replacement shall be debited from the account initially designated by the customer without prior notice from MCB.

10.6 Should the Customer request the cancellation of the Security Token, he shall use the appropriate cancellation form and accordingly return the Security Token back to MCB.

10.7 In case of cancellation of the Security Token, all fees and charges already paid in connection with the use of the Security Token, shall be automatically forfeited and no refund shall be made to the Customer in that respect.

10.8 Any data received by the MCB which has been authenticated by means of mPIN or Security Token or OTP within "Juice" shall be duly relied upon by the MCB as being authenticated by the Customer registered with the MCB. The MCB may accept as valid and duly authorised by the Customer, any form of instruction, data and/or message received through "Juice" purporting to come from the Customer and authenticated in such manner as provided under the present terms and conditions. Such instruction, data and/or message shall be binding upon the Customer and the MCB shall incur no liability whatsoever with respect to the performance and execution by it, of any of such instruction, data and/or message.

10.9 The MCB shall not incur any liability if it is unable to perform its obligations under this Agreement due directly or indirectly to the failure or breakdown of any machine, data processing system, Security Token, transmission link or any medium of access to "Juice".

11. LOSS OR THEFT OF MOBILE PHONE

11.1 The Registered Juice User shall immediately report to the MCB Card Centre on the **(230) 202 5010** (24hr service) any loss or theft of the mobile device, including any suspected abstraction by any third party whatsoever.

11.2 In case of loss, theft or suspected theft of the Device the MCB may further require the Registered Juice User to report same to the Police and to supply to the MCB proof that such report has been made.

11.3 In case of dispute as to the effective time and date of notification of any loss, theft or suspected theft, the time and date of receipt of the notification at the MCB Card Centre shall be conclusive.

11.4 The MCB shall in no circumstances whatsoever, be held liable for any loss, damage resulting from any notification made by phone, telegram, telex, fax or otherwise, which might not emanate from the Registered Juice User.

11.5 Report of the loss, theft, suspected theft or abstraction of the mobile device, shall in no way affect any transaction effected prior thereto or those already settled by the MCB or debited to the Registered Juice User's account.

12. COPYRIGHT AND RELATED RIGHTS

12.1 Notwithstanding the provisions of clause 4.9, the use of third party software shall be governed by the provisions contained in the Copyright Act No. 12 of 1997 as may be amended from time to time.

12.2 In certain jurisdictions outside the Republic of Mauritius, the use of "third party software" may be illegal. The responsibility to ascertain the legality of the use of "third party software" outside the territorial limits of the Republic of Mauritius shall rest solely upon the Customer.

12.3 The Customer shall not be entitled to alter, amend or countermand

any instruction which shall have been duly received and implemented by the MCB. Any instruction sent by the Customer in conformity with this present Agreement and the existing procedures to this effect shall be irrevocable and binding upon the Customer.

13. COMMISSION/FEES/CHARGES

13.1 Fees (the "Fees") mentioned in this section do not include charges for any banking and/or other services provided by the MCB and pertaining to requests submitted by the Customer through "Juice" only.

13.2 The Customer shall pay to the MCB the Fees agreed upon between the MCB and himself at the commencement of this Agreement and which may be varied from time to time in accordance with clause 13.6 hereunder. Such Fees shall also be varied if the Customer agrees to utilize additional services subsequent to the date of this agreement. Any additional charge in respect of such additional service shall be due and payable on the date of its notification to the Customer.

13.3 Payment of Fees, if any, shall be effected exclusively through the debit of the bank account which the Customer shall duly indicate to that purpose. The MCB shall accordingly be entitled to debit that account with the amount of Fees relating to the use of "Juice".

13.4 The Customer shall, during the currency of this Agreement and so long as the present Agreement remains binding upon him, neither revoke this authority nor close the account indicated in clause 13.3 above for the payment of "Juice" Fees without the formal written consent of the MCB.

13.5 Where applicable, if fees are not paid in accordance with this Agreement, the MCB shall be entitled to charge interest before as well as after having obtained a judgment in its favour. Such interest shall be at the rate of 3% per annum above the prime lending rate prevailing at the MCB at the time of default payment on the amount due.

13.6 Without prejudice to clauses contained herein, the MCB may in its sole and absolute discretion, at any time and after having given at least 30 (thirty) days written or electronic notice, may review Fees applicable under this Agreement. Any such variation shall come into effect on the date specified in the notice unless the Customer, 13(thirteen) days before such date, provides the MCB with a written or electronic notice terminating this Agreement on such date specified by him.

14. TERMINATION OF AGREEMENT

14.1 Either party shall be entitled to terminate this Agreement by giving 30 (thirty) days' prior notice to the other.

14.2 The Bank also reserves the right to cancel the service if the Customer has not logged in on "Juice" for a period of 12 consecutive months.

14.3 However the MCB shall be entitled to terminate this Agreement immediately upon any breach of this Agreement by the Customer or when the Customer's accounts are not maintained in such a manner to the full and complete satisfaction of the MCB.

14.4 Termination of this Agreement, howsoever occasioned, shall not prejudice or affect any accrued rights or liabilities of either party

hereunder nor shall it affect any provision which is intended to apply after such termination.

15. MODIFICATIONS TO CONDITIONS OF THE PRESENT AGREEMENT

15.1 By accepting to access "Juice" through the use of his mPIN or User ID and his login password, the Customer binds himself formally and irrevocably to the Terms and Conditions herein contained.

15.2 The MCB reserves the right to vary the terms of this Agreement as well as the User Guide forming an integral part of the Present Agreement which includes the modification, amendment, alteration, restraint or extension of any of the selected banking services offered through "Juice" and/or modify or substitute in anyway whatsoever any of the Security Token. The MCB shall accordingly provide 30 days prior notice to the Customer by such means as the MCB shall think fit. Any such variation shall become effective upon such notification.

15.3 The MCB shall not in any circumstances whatsoever, be liable for any costs, expenses or liabilities incurred or which may be incurred by the Customer in the event of any such variation being made by the MCB.

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement shall be governed by and construed in accordance with the Laws of the Republic of Mauritius and any dispute arising in connection with the interpretation and/or fulfillment of this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts within the Republic of Mauritius.

16.2 Terms and Conditions shall be those existing at the time of the transaction taking place. The Customer dealing outside the Republic of Mauritius should be aware of the local laws of the country from which he is operating on "Juice" and be fully aware of that country's local and national laws as well as any applicable international laws in force. The Customer shall be liable for any use or export of any of the information on the MCB Website, in contravention with any local or national laws of that country.

16.3 The Customer warrants that all information submitted to the MCB as during the registration process is accurate and correct.

16.4 The Customer shall advise the Bank in writing within three (3) working days of any change in the information provided during the registration process.

17. GENERAL CONDITIONS

17.1 In the event whereby a Joint account is included in the Customer's list of accounts, the MCB shall record that account in "Juice" may be operated individually by any one of the joint account holders.

17.2 Where MCB has accepted to include a joint account as per conditions set out here above, all undertakings and liabilities of the Customer on that account under the present Agreement shall "ipso facto" be construed as being "joint and in solido" undertakings and liabilities of each of the joint account holders and any reference herein to the Customer shall mean any one or more of them.

The latest version of Terms and Conditions is also available at any time on request at all MCB Branches and on MCB's website (www.mcb.mu).



Terms and Conditions Mobile Banking (Juice) for Individual

Juice Terms of Service

Preamble

Whereas

- The Mauritius Commercial Bank Limited (MCB or The Bank) has developed a Mobile Banking (“Juice”) system through which it provides Customers with access to selected banking services via the Internet on their mobile phone or other mobile devices (the “Device”) and comprising of service options, as detailed in the MCB Mobile Banking Service terms and conditions accessible on the MCB Website and which the customer hereby declares having perfectly understood and agreed to;
- By completing the corresponding Mobile Banking Registration formalities electronically or in one of MCB branches, the Customer has requested the MCB to provide such banking Service (“Juice”) through its Mobile Banking systems, which the Bank has agreed to.

1. DEFINITIONS AND INTERPRETATIONS

The following expression used in this Agreement shall have, except where not appropriate in the context, the meaning as described hereunder. The headings in this Agreement are for convenience only and shall not affect their construction or interpretation. The plural shall include the singular, the masculine shall include the feminine and vice-versa. The terms “Registered Juice User” or the “Customer” shall be used interchangeably and refers to the same person.

Device Pairing: Refers to the process of registering the Device as a trusted device for accessing Juice Application.

DFTL: Daily Fund Transfer Limit (DFTL) is the maximum amount that a Customer can transact on a daily basis on “Juice”.

Hardware: The Customer’s PC, modem, mobile phone, smart phone, tablet or any other equipment needed for appropriate access to and for optimal use of the Internet as carrier of “Juice”.

Juice: Mobile Banking Services including Mobile Payment of The Mauritius Commercial Bank Ltd.

Juice Application: Refers to native application versions of “Juice”, for iOS and Android platforms, which can be downloaded and directly installed on the Device.

Juice Mobile web: Refers to the mobile web version of “Juice” which can be accessed through the web browser of any Device, and does not need to be downloaded and installed on the Device.

Login Password: The Login Password allocated by the MCB to the Customer which, when coupled with his User ID, gives him privileged access to selected banking services of MCB and to his account(s), and as duly described in the MCB Registration Form.

MNO: Mobile Network Operator.

mPIN: A four digit Mobile Pin (mPIN) set by the Customer which is paired exclusively to the Customer’s Device and used for authentication and validation purposes (Applicable to Juice Application only.)

Verification Code: The Verification code is a system generated code that is sent by SMS to the Customer’s mobile phone to complete the device pairing process.

OTP: One-time password (OTP) is a system generated code sent by SMS to the Customer’s mobile phone or initiated from a security Token to confirm a “Juice” transaction, when amount is above the Threshold Limit.

Registered Juice user: Refers to the person who is an MCB Account holder who has accepted the Terms& Conditions governing “Juice” services.

Security Token: The security token (sometimes called an authentication token) is a small hardware device that the Customer uses to confirm transactions in “MCB Internet Banking (IB)” and “Juice”, in cases where the Customer has opted to use such device for additional security reasons.

Threshold Limit: The Threshold limit is a cumulative daily transaction limit set by the MCB. Any transaction exceeding this threshold limit, except for Token Users & self-account transfers, requires the use of an OTP to validate the transaction.

Token PIN: The computer-generated Personal Identification Number (PIN) allocated by the MCB to the Customer to authenticate him on his Security Token.

User ID: The User Identification Code is a numeric code allocated by the MCB to the Customer. This User Identification Code enables “Juice” to identify each Customer upon access to “Juice”.

2. USE OF “JUICE”

2.1 Services and Transactions Offered

The services and transactions offered in “Juice” may include but are not limited to the following:

- Mobile Payment Services
 - Initiate Person to Person (P2P) Payments (“Transfer”)
 - Pay an MCB Agent in exchange of goods and services (“Payment”)
 - Pay an MCB Agent in exchange of cash (“Cash”)
 - Send funds to a third party for Cardless Withdrawal at MCB ATMs (“ATM”)
- Offers section
- Bill Payment
- Cards Companion
- Account Summary & management
- Mobile Refill
- Juice Loyalty Program (WIFI credits)

2.2 Upon due notification from the MNOs to The Bank of reallocation or inactive mobile phone number, the Bank reserves the right, in its absolute discretion, to amend its records accordingly without the Customer’s prior consent and terminate the Customer’s subscription to “Juice”.

2.3 Mobile Payment Transactions are subject to a Daily Fund Transfer Limit (DFTL) agreed upon between the MCB and the Customer at the commencement of this Agreement and which may be varied from time to time in accordance with clause 13.6.

2.4 The Bank will not under any circumstance interfere with or accept responsibility for any disputes arising in respect of goods or services acquired through a Mobile Payment Transaction.

3. AVAILABILITY

3.1 “Juice” shall be available, unless otherwise advised by the MCB to the Customer from time to time, 24 (twenty-four) hours a day and 7 (seven) days a week.

3.2 The above-mentioned operation hours may be varied and suspended by the MCB without notice although in such cases the MCB shall endeavour to advise the Customer as soon as may be reasonably practical, by whatever means the MCB may deem appropriate and fit.

3.3 The date and time referred to on the MCB Website or on any other document relating to the “Juice” services shall be the date and time prevailing in the Republic of Mauritius.

4. CONDITIONS OF USE OF “JUICE”

The Customer acknowledges that:

4.1 To start using the “Juice” Application, the customer must first download the App on Google Playstore or App Store and register using either his Internet Banking or Debit card or Credit card credentials. Users accessing “Juice” through the mobile web version, shall register to ‘Juice’ electronically (for existing Internet Banking (IB) users) or in any MCB branch.

4.2 Upon registration, the Customer shall perform the device pairing process on his Device:

- Log in “Juice” application using his MCB Internet Banking (IB), Debit Card or Credit Card credentials
- Accept the Terms and Conditions of the present Agreement
- Select the Daily Fund Transfer Limit (DFTL), which is the maximum amount a Customer can transact on “Juice” on a daily basis (applicable for new Juice customers only)
- Confirm his mobile phone number available in the bank’s systems. A Verification code will be generated and sent by SMS to the Customer on his mobile phone to validate the confirmed mobile number to complete the device pairing process.
- Enter the Verification Code received by SMS
- Set and confirm his mPIN
- Confirmation message displayed for successful registration

4.3 The device pairing process is applicable only for accessing “Juice” application on a mobile device. Users accessing “Juice” through the mobile web version shall log in by using their MCB IB credentials (User ID and Login Password) and validate transactions by using OTP (received via SMS or initiated from Security token)

4.4 If transaction amount exceeds the Threshold Limit set by the bank, an OTP will either; be sent by SMS to customer’s mobile phone or be initiated from a Security token to complete a transaction on “Juice”.

4.5 The Registered Juice User has the possibility to pair multiple mobile devices for accessing Juice application. However, only one active session can be run on a paired device at a point in time.

4.6 Depending on the user profile, the Customer shall be mandated by the MCB to confirm a transaction by using either OTP, Security Token or mPIN.

4.7 Certain functionality will need to access information on the Customer’s device to work. By using such functionality, the Customer consents to the application accessing his device and information. The Customer may also manage how the application accesses his device or information using privacy settings on his mobile device (for iOS and Android).

4.8 The Registered Juice User shall ensure, before accessing “Juice”, that his smart phone, mobile phone, tablet or any other applicable Device is not equipped with any User ID and Password memorizing facility.

4.9 The use of and/or downloading of any file/software from the Internet, be it from “Juice” or not shall be at the Customer’s own risk and shall be subject to the Terms and Conditions imposed by the licensor of the software which, in all cases, shall be considered as “third party software”.

4.10 The Customer hereby authorizes the MCB to debit the different accounts upon which the Customer is entitled to access and transact, with the amount of any such transaction effected through “Juice” together with any fee related thereto.

4.11 The customer hereby formally agrees to indemnify the MCB against any claim, liability, or action whatsoever against it in connection with the use of “Juice”.

4.12 The Customer hereby agrees to receive promotional offers and notifications from MCB on “Juice” application.

4.13 The Customer hereby acknowledges that he shall participate in Juice Loyalty Program and shall redeem cumulated points against WIFI credits for internet access at predefined WIFI hotspots.

5. ASSIGNMENT

5.1 The Customer shall not assign any of its rights or obligations in the present Agreement, in any circumstances whatsoever without the prior written consent of MCB.

6. LIABILITY OF MCB

6.1 Any data received by the MCB which has been authenticated by means of mPIN or Security Token or OTP within “Juice” shall be duly relied upon by the MCB as being authenticated by the Registered Juice User. The MCB may accept as valid and duly authorized by the Registered Juice User, any form of instruction, data and/or message received through “Juice” purporting to come from the Customer and authenticated in such manner as provided under the present terms and conditions. Such instruction, data and/or message shall be binding upon the Customer and the MCB shall incur no liability whatsoever with respect to the performance and execution by it, of any of such instruction, data and/or message.

6.2 The MCB shall not incur any liability if it is unable to perform its obligations under this Agreement due directly or indirectly to the failure or breakdown of any machine, data processing system, transmission link or any medium of access to “Juice”.

6.3 In cases of any payment/transfer instructions, the MCB shall be under no obligation to match the beneficiary’s credentials with the details provided by the Registered Juice User. In case of discrepancy, the destination account number, as instructed by the Registered Juice User shall prevail.

6.4 The MCB shall not be bound to effect any payment in accordance with any instruction received by MCB through “Juice” unless:

6.4.1 Sufficient cleared funds (payment amount plus any related fees) are available on the account from which the funds are requested to be debited for payment.

6.5 The Customer’s instructions are irrevocable and unconditional and cannot be altered, modified, amended, restrained or extended by the Customer.

6.6 The Customer agrees that the MCB shall not, in any circumstances, be bound to ensure that the payment to, or receipt of funds from a third party can be effected at any particular time or within any particular time limit.

6.7 If the MCB acts upon any instruction received via “Juice” and thereby provides a banking service to the Customer which would normally require the completion by the Customer of an application form or other such authority, the Customer shall by giving such instructions, be deemed to have completed such application form or authority and shall be bound by the Terms and Conditions thereof.

6.8 The MCB shall not be liable in any circumstances whatsoever for any loss or damage that the Customer may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such a software in accordance with clause 4.9. Furthermore, the MCB shall not accept any responsibility in connection with the suitability, performance or security aspect of such software.

6.9 The MCB shall not be bound to inquire into the authority of the person using his mPIN via Juice application or IB credentials via mobile web to access “Juice” and using OTP, mPIN, or Security Token to transact upon the different accounts upon which the Customer is entitled to access and transact, or to apply for a service or to give any instruction.

7. DUTIES AND LIABILITIES OF CUSTOMER

7.1 “Juice” gives the Registered Juice User access to his account and it is therefore recommended that the Customer keeps his mobile device secure and log out from “Juice” if he is not using it. It is the customer’s responsibility to use the switch user functionality and MCB shall in no circumstance whatsoever, be held liable therefor.

7.2 The OTP shall, at all times, be sent to the mobile number provided to the Bank by the Customer and displayed during the confirmation process.

7.3 The Registered Juice User shall nevertheless be liable to the MCB for any transaction effected through “Juice” by any other person who acquired possession of the Customer’s mobile device whether it is with or without the Customer’s consent before such notification is received by the MCB Card Centre as if he had used it himself.

7.4 If the Customer suspects that a third party knows his password or other security details, he must immediately change his Login Password or mPIN or alternatively contact MCB Card Centre on the (230) 202 5010 (24 hour service) for assistance. If the Customer fails to do so, he shall be liable for any unauthorized transactions effected on his account which are as a result of his security details becoming known to a third party.

7.5 It is the sole responsibility of the Customer to inform the MCB of any change in the mobile number originally communicated to MCB and registered with MCB.

7.6 The Customer understands and agrees that in order to access “Juice” effectively he shall:

7.6.1 Obtain by his own means and maintain the appropriate Hardware and software.

7.6.2 Duly take cognizance of the user guide and security information as may be amended from time to time by MCB and available on the MCB Website, and undertake to carefully adhere to the recommended procedures.

7.7 Any failure on the part of the Customer to follow the security procedures referred in the present Agreement shall amount to a breach of the present Agreement whereby MCB shall not be held liable should any transaction be performed and/or any instruction, data or message be transmitted through the Customer’s login credentials.

7.8 The Customer shall be solely liable for any expenses, loss or damage that the MCB or any third party may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such aforementioned software in accordance with clause 4.9.

7.9 The Customer further formally and irrevocably agrees that the MCB shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay or non-performance arising out of:

7.9.1 Failure by the Customer to adhere to the present Terms and Conditions or the Customer being in contravention with any law or regulation for the time being in force or the Customer having furnished incorrect information during the “Juice” application process

7.9.2 Possession, use, abuse, misuse and manipulation by the Customer of any third party software.

7.9.3 Failure by the MCB to execute any instructions from the Customer as a result of causes beyond the MCB’s control (“force majeure”), including but not limited to fire, storm, flood, explosion, vandalism, sabotage, strikes or other labour disputes, whether involving the MCB’s employees or not, acts of God, war, riots or other civil disturbances, intervention of any government or other authority or failure of or fluctuation in any power supply.

7.9.4 Unavailability or disruption of the “Juice” due to reasons mentioned in sub-clause 7.9.3 above or for any other reason.

7.9.5 Any consequential, indirect or circumstantial losses including but not limited to loss of profits, contracts or financial losses howsoever caused or arising.

7.9.6 Failure or malfunction of any Security Token, hardware or software used by the Customer to access “Juice”.

7.9.7 Unauthorised access to the Customer’s account/s or any breach of security procedures laid down therein.

7.9.8 Use, misuse, abuse, malfunction or failure of the Customer’s internet access or hardware.

8. MCB INTERNET BANKING (IB) CREDENTIALS

8.1 MCB IB credentials, i.e. User ID and Login Password, must always be kept secure in case the Customer needs to access the mobile web version of “Juice” or whenever a customer need to perform a new Juice registration.