

13. The Customer explicitly gives his/her consent for the display, on the screens of electronic devices, of the numbers of the accounts falling within the ambit of the present service, as well as the accounts' balances and other information related thereto. The Bank shall not be liable in case any third party acquires, with or without the Customer's consent, information about the accounts held by the Customer with the Bank in the context of the SMS Banking Service.
14. The Customer hereby unconditionally authorises the Bank to communicate with him on his mobile phone via SMS and to inform him about any promotional offers or related informative adverts including but not limited to the Banks' new products as are from time to time advertised. The Customer unconditionally indemnifies the Bank from all liability arising out of the sending of such messages.
15. The customer acknowledges that only the records of the Bank and statements issued by the latter shall be binding and conclusive evidence of the operations effected on the Accounts.
16. The Bank shall have the right to suspend or terminate the SMS Banking Service with immediate effect upon any material breach or violation by the Customer of any obligation contained herein.
17. All amounts due to the Bank by the customer shall automatically be registered even after the death of the latter and shall be indivisible between the heirs of the customer according to Article 1221 of the Mauritian Civil Code.
18. The terms and conditions contained herein shall be governed by and interpreted in accordance with the Laws of the Republic of Mauritius and any dispute in relation thereto shall be submitted to the exclusive jurisdiction of the Courts of the Republic of Mauritius.

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## Terms and Conditions SMS banking

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## SMS Banking Terms & Conditions

### Preamble

- A. Whereas The Mauritius Commercial Bank Ltd (hereinafter referred to as the 'Bank') has set up an SMS Banking Service ('SMS Banking Service') for its customers which allows them to access their accounts information and operate their accounts via sms on their mobile phones.
- B. Whereas the Customer has applied for the SMS Banking Service and agrees to be bound by the present Terms and Conditions.

NOW THEREFORE, it is convened and agreed as follows:

1. The SMS Banking Service shall be available to all mobile phone users having a valid customer account with The Mauritius Commercial Bank Ltd (the "Bank") and having subscribed to a Mobile Network Operator who has entered into agreement with MCB to deliver this service. Upon registration, all accounts held by the Customer in the books (the "Accounts") of the Bank shall, subject to the mode of operation thereof, be linked to the SMS Banking Service.
2. The Customer shall transact through the SMS Banking Service by way of the Mobile Number (the "Mobile Number") indicated at Section 5. of the Customer Subscription Form.
3. By registering to the SMS Banking service, the Customer authorises the Bank to communicate to the Mobile Network Operator his Mobile Number together with all details and information pertaining to the Accounts as may be required for the due delivery of the SMS Banking Service.
4. The Customer shall be solely and exclusively liable for all transactions performed and initiated as well

as all functionalities availed of by him through the SMS Banking Service and the consequences arising whether directly or indirectly out of the sending of messages from the Mobile Number. The **Bank shall not be responsible for ensuring the identity of the sender of the aforesaid messages and shall not assume any liability whatsoever and howsoever caused with respect to any messages sent by way of the Mobile Number.**

5. The Customer understands that the Mobile Number is personal to him and he shall at all times be responsible for the safe keeping and use of the Mobile Number. He shall exercise utmost care to prevent the Mobile Number from being lost, stolen or used by any other person. The Bank shall not be liable for any information read, reviewed by any third party or stolen through the Mobile Number or through any other means or device allowing access to the Accounts of the Customer and the information related thereto.
6. The Customer shall immediately notify the Bank in writing of the reallocation, loss, theft or suspected theft of his mobile phone or the Mobile Number or any change brought to his Mobile Number. The Customer shall notwithstanding the aforesaid remain exclusively liable for any transaction effected or any functionality of the SMS Banking Service availed of by any third party by way of the Mobile Number before such notification is effectively received by the Bank as if such transactions had been performed and functionalities been availed of by the Customer himself. In case of any dispute as to the effective time and date of notification of the loss, theft or suspected theft, the time and date of receipt of the written notification within the Bank's records shall be final and conclusive evidence of the date and time of such notification.
7. The Customer agrees to bear all subscription fees, commissions and costs as may be charged by the Bank from time to time in relation to the Customer's use of

the SMS Banking Service. And the Customer hereby authorises the Bank to debit such fees, charges and commissions directly from the Accounts.

8. The customer shall ensure that the relative Accounts are sufficiently funded before effecting any transaction through the SMS Banking Service.
9. The Customer formally acknowledges that the Bank shall have the right, in its sole discretion and at any time, to review, amend or terminate the terms and conditions applicable to the above-mentioned service which allows receipt, via SMS, of information pertaining to the accounts' movements. The Customer further acknowledges that he shall not be able to reply and/or forward such SMS.
10. The Bank shall from time to time determine or specify at its discretion the scope and features of SMS Banking service and shall be entitled to modify, expand or reduce the same at any time upon notice being given to the Customer.
11. The Bank shall notify the Customer on his mobile phone via SMS of the introduction of new Alerts. Should the Customer wish to subscribe to the new Alerts, s/he will notify the bank by sending an acceptance reply ("SMS") to the bank without the necessity of a fresh registration.
12. The Bank shall not be held liable for any loss or damage resulting from the delay in transmitting and transferring any information requested or processing any transaction performed by the Customer through the SMS Banking Service or for any network breakdown, error, non receipt or loss of information, disruption in transmission, power cut, disruption of business continuity, strikes, 'force majeure', natural disasters, security problems, measures taken by the country's authorities or tapping, or any other incidents howsoever caused and impacting upon the functionalities of the SMS Banking Service.