

- A. Whereas The Mauritius Commercial Bank Ltd (hereinafter referred to as the MCB or the Bank), issues MCB Cards to its customers whose application to this effect shall have been received and accepted.
- B. Whereas the customer that is, the Legal Administrator agrees to be bound formally by the present Terms and Conditions.
- C. Whereas the Legal Administrator unreservedly accepts that the present terms and conditions may be amended from time to time upon 30 days prior notification. Unless the MCB Cards are returned by the Legal Administrator within 15 days of such notification, he/she shall be deemed to have accepted the said amendments and to be bound accordingly.
- D. The MCB reserves the right to terminate this Agreement, with immediate effect upon any material breach or violation by The Cardholder or the Legal Administrator of any obligation contained herein.

I. DEFINITIONS AND INTERPRETATIONS

- 1.1 "Agent" means any MCB Branch or outlet authorized to sell Cards.
- 1.2 "ATM" means Automated Teller Machine.
- 1.3 "Billing Amount" means the amount charged to the Prepaid Card Account.
- 1.4 The "Card" means the MCB 12-17 Visa Prepaid Card issued to the Cardholders, upon application by the Legal Administrator, in MUR and which is reloadable.
- 1.5 "Cardholder" means the minor/ward aged between 12 and 17 inclusive who has been issued any one or more of the MCB Card.
- 1.6 "Legal Administrator" means the Legal Signatory of the minor/ward.
- 1.7 "Payment Card Network" means Visa International.
- 1.8 The "Payment Card Network Rate" is the rate applied by the Card Provider to convert transactions' amounts to the settlement amount or billing amount.
- 1.9 The "PIN" means the Personal Identification Number allotted by the MCB to the Cardholder.
- 1.10 "POS" means Point of Sales.
- 1.11 "Prepaid Card Account" means the special account attached to the specific prepaid Card/s issued to the Cardholder.
- 1.12 "Reloadable Card" means a prepaid Card which can be replenished by the Legal Administrator.
- 1.13 "Transaction" means any purchase or withdrawal made by the Cardholder.

2. THE CARD

- 2.1 The first Card to be issued to Legal Administrator for the Cardholder shall be free of charge. Subsequent request made for a new Card shall be chargeable at the prevalent rate established by the MCB. The rate is displayed in the Bank's Table of Charges, as may be amended from time to time.

3. THE PIN

- 3.1 A PIN shall be allocated by the MCB to the Legal Administrator and the Cardholder and they shall have the possibility to alter it on one of the MCB's ATMs.
- 3.2 The PIN is essential to effect transactions both for withdrawal of banknotes from ATMs or use on a POS machine. The Cardholder and Legal Administrator shall, in their own interest, keep the PIN secret, not impart it to any person whatsoever, memorise and destroy the PIN notification promptly. Accordingly, the Cardholder or Legal Administrator shall never write the PIN on the Card or on anything usually kept with it.
- 3.3 If the PIN has become known to any person other than the Cardholder and the Legal Administrator, the latter shall notify the MCB Card Centre immediately on the (230) 202 5010 (24hr service). It is understood that the MCB shall not for any reason whatsoever, be liable for any transaction effected by a third party with or without the Cardholder or Legal Administrator's consent.

4. RELOADING

- 4.1 The Legal Administrator shall have the possibility to reload the Reloadable Card at any MCB branch or through Internet Banking.
- 4.2 The MCB reserves the right to decline/reject any request for reload which is either in excess of the daily authorised limit or exceeds the yearly authorised limit.
- 4.3 The reloading of the Card shall take place in Mauritian Rupee.
- 4.4 In the exercise of reloading the Card at any MCB branch, the Cardholder shall fill in the prescribed form of the MCB.
- 4.5 In case the source amount for reloading the Card is in another currency than the currency of the Card, the applicable conversion rate will be the Bank's Telegraphic Transfer Selling rate or appropriate cross rate and may vary from day to day or can vary multiple times within a day itself.
- 4.6 In the absence of the Legal Administrator, a person duly authorized and notified to the bank by the latter may reload the amount on the Card.
- 4.7 Reloaded funds shall be available to the Cardholder on the same day.
- 4.8 Cheque Deposits by the Legal Administrator will only be acceptable for reload of the Card when such cheques are cleared.

5. USE OF THE CARD

- 5.1 The amount of each transaction effected through the use of the Card or withdrawal of the funds through ATMs shall be debited automatically from the funds available on the Card. In the event of insufficient funds, the transaction shall not be accepted.
- 5.2 No interest or any other benefit is payable by the MCB regarding the funds available on the Card.
- 5.3 The Legal Administrator shall ensure that the Cardholder protects the Card at all times from misuse, damage and unauthorized use.
- 5.4 The Legal Administrator on behalf of the Cardholder undertakes to exercise the utmost care to prevent the Card from being lost or stolen.
- 5.5 Before effecting any transaction the Cardholder must ensure that he has sufficient funds standing to the credit of his Prepaid Card Account.
- 5.6 The amount withdrawn by the Cardholder, such as it is recorded by the ATM, shall be debited from the Cardholder's Prepaid Card Account.
- 5.7 The Card shall not be used for any unlawful purpose including the purchase of goods or services prohibited by the local law applicable in the Cardholder's jurisdiction or any other jurisdiction.

6. LIMITS ON USE OF THE CARD

- 6.1 The MCB may exercise its discretion to limit the amount of funds that may be used for effecting any transaction through the use of the Card per day or over a specified period.
- 6.2 The Prepaid Card shall be subject to a daily number of withdrawals as well as to a daily withdrawal amount limit. Such limit shall be communicated to the Legal Administrator who shall communicate same to the Cardholder, and the MCB reserves the right to amend such limit from time to time.
- 6.3 The Bank hereby informs the Legal Administrator that ATMs or merchant establishments may also limit or restrict the number of transactions and amount that may be effected through the use of the Card. Consequently the Bank cannot be held responsible for such limits or restrictions through the use of the Card.

7. SPECIFIC PROVISIONS RELATING TO THE RUNNING OF THE ATMs

- 7.1 The ATMs' records or their reproduction on a computer based medium shall be conclusive and irrefutable evidence of the amounts withdrawn by the cardholder entitling the MCB to debit such amounts to the Cardholder's Prepaid Card Account.
- 7.2 The MCB shall in no circumstances be liable for the malfunction, temporary breakdown or misuse of the ATM, which may result in the retention of the Card or it being torn or destroyed.
- 7.3 Should the Cardholder encounter any issue on MCB's ATMs, he/she shall immediately report same to the MCB on its 24-hour telephone number (230) 202 5010.

8. PAYMENT FOR GOODS AND SERVICES

- 8.1 Payment shall be evidenced by a POS receipt printed from the POS terminal and bearing the electronic data of the Card.

- 8.2 Under no circumstances shall the Legal Administrator have a claim against the MCB or the right to refuse payment for any reason whatsoever in the event of a dispute arising between the Cardholder and the supplier of any goods or services acquired with the use of the Card or Card number.
In such case, the MCB shall provide all necessary information relating to the use of the Card to the Legal Administrator.
- 8.3 The MCB shall not be liable for the refusal by any retailer or any bank or financial institution, to accept or honor the Card.
- 8.4 Where a merchant becomes liable to make a refund to a Cardholder, the MCB shall credit the Prepaid Card Account with the amount to be refunded either on receipt of a Credit Voucher issued by the merchant or on receipt of a letter on the merchant's letterhead requesting such a refund.
- 8.5 For refund effected in any currency other than the currency of the Cardholder's account, the refund amount shall be converted to the currency of the Card account at the Payment Card Network's Rate, if applicable, and then at the MCB prevailing rate, on the processing date.

9. METHODS OF SETTLEMENT

- 9.1 Payments made to the Cardholder or for his account or reloaded onto the Card in pursuance of the present Agreement shall be subject to the provisions of Articles 2150 - 1 and following of the Civil Code.
- 9.2 **Conversion for MCB Prepaid Card transactions:**
For transaction effected in any currency other than the currency of the Cardholder's account, the transaction amount shall be converted to the currency of the Card account at the Payment Card Network's Rate, if applicable, and then at the MCB prevailing rate, on the processing date.

10. LOSS OR THEFT OF THE CARD

- 10.1 The Legal Administrator or Cardholder shall immediately report to the MCB either on its 24-hour telephone number (230) 202 5010, or fax (230) 208 7404, any loss or theft of the Card, including any suspected theft of the Card even if it were taken by a member of the Cardholder's or Legal administrator's family. The Legal Administrator or Cardholder may block Card on-line on MCB's website. Alternatively a written report should be submitted to the bank by the Legal Administrator, in the Bank's format, provided for this particular purpose and depositing same at MCB's Counters (it being understood that the Legal Administrator may be requested to produce his National Identity Card) or by way of a letter addressed to the attention of Cards Customer Solution, MCB Building, Saint Jean.
- 10.2 The MCB shall not be liable for any transaction whatsoever effected by means of the Card should the Legal Administrator or Cardholder fail to block the card or to confirm the reporting in writing in accordance with the above procedures.
- 10.3 In case of loss, theft or suspected theft of the Card, the MCB may further require the Legal Administrator to report same to the Police and to supply to the MCB proof that such reporting has been made.
- 10.4 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.
- 10.5 The MCB shall in no way whatsoever, be held liable for any loss, resulting from any notification made by email, phone, fax or otherwise, which MCB is unable to confirm to emanate from the Legal Administrator and/or which is not confirmed in writing as per Section 10.1 above.
- 10.6 Report of the loss, theft or suspected theft of the Card, shall in no way affect any transaction effected prior thereto or those already settled by the MCB 12-17 Visa Prepaid Cards.

11. DURATION OF VALIDITY OF THE CARD

- 11.1 The Card shall be valid as from its date of acquisition upon its being activated by the MCB or by such other means which MCB shall put at the Legal Administrator's disposal, until the expiry date mentioned thereon.
- 11.2 The Card shall remain the property of the MCB which may in its absolute discretion terminate its validity at any time. The Legal Administrator shall, upon the occurrence of such termination, prevent the Cardholder from using the Card from the time such request is made to him and undertakes to return the Card to the MCB at the earliest.
- 11.3 In the event of death of the Cardholder or breach of any of the conditions of this Agreement for the time being in force, the MCB shall, take such steps as are necessary to stop any operation by means of the Card/s and to cancel the Card/s.

12. EXPIRY OF THE CARD

- 12.1 Following its activation, a Card shall be valid until the expiry date mentioned thereon.

- 12.2 It is the Legal Administrator's responsibility to destroy the expired Card by cutting across the Card magnetic stripe and/or chip.
- 12.3 Any expired Card will not be renewed and a request for a new Card shall have to be initiated by the Legal Administrator at his convenience.
- 12.4 Before the expiry of the Card, the Legal Administrator may request a full or partial refund of any available balance on the Card by:
- (1) Withdrawing cash at an ATM (subject to the withdrawal limits at ATMs)
 - (2) Initiating a refund request at a MCB branch
 - (3) Filing a cancellation request as per procedures laid down in Section 21
- 12.5 Following a request from the Legal Administrator for a refund of the available balance on a Card, the amount shall be paid in Mauritian Rupees, after deduction of any applicable fees.
- 12.6 It is the Legal Administrator's responsibility to ensure that any remaining balance on the Card is refunded to him following the expiry date in accordance with these terms and conditions. In the event Legal Administrator does not claim such remaining balance within a delay of seven (7) years after the Card's expiry date, the aforesaid remaining balance shall be remitted to the Bank of Mauritius to be dealt with in accordance with the applicable provisions of the Banking Act (Abandoned funds) as amended from time to time.

13. RESPONSIBILITY OF LEGAL ADMINISTRATOR/CARDHOLDER

- 13.1 The Cardholder and the Legal Administrator are responsible for the safekeeping and use of the Card and PIN. They shall exercise the utmost care to prevent loss, theft, appropriation or use by third parties.
- 13.2 The above responsibility of both the Cardholder and Legal Administrator shall continue up to notification of the loss, theft or suspected theft referred to in Clause 10 above, to the MCB Card Centre.

14. KEEPING OF DOCUMENTS AND INFORMATION RELATING TO OPERATIONS BY MEANS OF CARDS – TIME LIMIT FOR CLAIMS

- 14.1 The relevant documents and information shall be recorded by the MCB for a period not exceeding seven years.
- 14.2 The Cardholder acknowledges that he has a duty to verify and report any unauthorised transaction performed by way of the Card. To this effect, he shall exercise reasonable promptness in examining the transactions performed through the Card and he shall promptly notify MCB of the relevant facts. No claim or action whatsoever relating to a transaction shall be entertained after the expiry of 45 days from the transaction date.
- 14.3 In case of Cardholder's complaint to the MCB, the latter shall follow the rules and regulations set by Visa International in initiating and processing such complaint. Any resulting refund may take up to 180 days before being undertaken.

15. COMMUNICATION OF INFORMATION TO THIRD PARTIES

- 15.1 The MCB shall be entitled, should it deem it necessary, to pass on to any commercial bank, financial institution or merchant, any 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.
- 15.2 The MCB shall be entitled, subject to the applicable laws and regulations of the Republic of Mauritius, to pass on to any other entity, any information relative to the Cardholder.
- 15.3 The MCB may list cancelled Cards in its Warning Bulletin for dissemination to its merchant network and appropriate Card Organizations.

16. COMMUNICATION OF INFORMATION BETWEEN THE CARDHOLDER AND THE MCB

- 16.1 The Legal Administrator shall notify the MCB promptly in writing of any changes in employment or in his official residential address or phone numbers or any changes whatsoever in his civil status.
- 16.2 Any notice or correspondence sent to the Legal Administrator by post shall be delivered to the latest address provided by the Legal Administrator to the MCB in writing and shall be deemed to have been received within 1 week of posting and/or by SMS.
- 16.3 The Legal Administrator agrees to bear an investigation fee, as may be determined by the MCB from time to time, for each transaction disputed by the Cardholder or the Legal Administrator.

17. GENERAL

- 17.1 The MCB may refuse any request for authorisation of a transaction in the case it has reasonable doubt that such transaction is fraudulent.

18. MODIFICATIONS TO CONDITIONS OF THE PRESENT AGREEMENT

- 18.1 The MCB may at any time, subject to a 30 days' written notice and publication on the MCB website, change any terms of this Agreement, including interest rates, fees and other charges or introduce new terms. The Cardholder who uses the Card after notification is received by the Legal Administrator or does not return the Card to the MCB within 15 days of such notification shall be deemed to have accepted the said changes or amendments and shall be bound thereby.
- 18.2 If there are sufficient changes on a 12-month period to warrant it, the MCB shall provide to the Legal Administrator a consolidation of the variations made to the Terms and Conditions over that period.

19. RECORDS, BALANCE AND TRANSACTIONS DETAILS

- 19.1 ATM Receipts: It is the responsibility of the Cardholder on completion of a transaction through an ATM to ensure that he obtains a corresponding receipt/record.
- 19.2 Card Information: The Cardholder may request for information as to the balance of the Card or the transactions effected by calling on the MCB's 24/7 Hotline (230) 202 5010 or by accessing the Cardholder website.

20. RECEIPT OF FUNDS IN EXCESS OF THE FUNDS THAT WERE TO BE LOADED

- 20.1 In the event the Cardholder receives excess funds, the Legal Administrator agrees to repay to the MCB the said excess funds as may be specified by MCB, or may be deducted from the funds available on the Card upon such terms and conditions as the MCB shall specify or from any account of the Cardholder with MCB or by payment to MCB.

21. CANCELLATION OF THE CARD

- 21.1 The Legal Administrator may request for the cancellation of the Card by filling the cancellation request form available at any MCB branch together with any additional documents as may be required by MCB.
It is understood by the Legal Administrator that any request for cancellation of the Card shall only be processed by the MCB when all transactions effected through the use of the Card will have been settled.
- 21.2 In case of outstanding amount on the Card, MCB will refund such amount after deduction of any processing charges, commission or other fees as per bank's tariffs of charges to the Legal Administrator.