

**BCP BANK
(MAURITIUS)**



**TERMS AND CONDITIONS
BCP Bank (Mauritius) Ltd**

**Individuals, Private Professionals and
Liberal Professions.**

Applicable as from 27 June 2025



Contents

1. OPENING OF AN ACCOUNT.....	5
1.1 General principles.....	5
1.2 Authority to operate a bank account	8
1.3 Maintenance of Customer Information and Periodic Reviews	10
1.4 Outsourcing.....	11
1.5 Handling customer complaints	11
1.6 Joint accounts.....	13
1.7 Account for minors.....	15
1.7.2 Conditions attached to the Genius Saver Plan.....	16
2. THE OPERATION OF THE ACCOUNT	22
2.1. Rules of operation	22
3. THE SPECIFIC CONDITIONS RELATED TO THE DIFFERENT TYPES OF ACCOUNTS.....	27
3.1. Current Account	27
3.2. The Savings Account	30
3.3. CARD ACCOUNT (DEBIT CARD).....	31
4. CASH FLOW MANAGEMENT	47
4.1. The Unauthorised overdraft.....	47
4.2. The authorised overdraft.....	48
4.3. Eparfix	49
4.4. Eparplus	56



4.5. Cancellation of facilities.....	61
5. ACCOUNT MONITORING AND ACCOUNT MANAGEMENT SERVICES	62
5.1. The Statement of Account	62
5.2. Other methods to consult the account.....	64
5.3. Internet Banking Services	64
6. BANKING CHARGES.....	84
6.1. Charges in relation to products and services.....	84
6.2. Revision of Charges	84
7. OTHER AMENDMENTS BROUGHT TO THE GENEREAL TERMS AND CONDITIONS.....	85
7.1. Amendments due to legislative or regulatory measures.....	85
7.2. Contractual Amendments	85
8. DURATION AND CLOSURE OF THE ACCOUNT.....	86
9. CALL CENTRE.....	89
10. CONFIRMATION OF CERTAIN TRANSACTIONS BY SMS.....	91
11. ELECTRONIC SIGNATURE	92
12. MODES OF PROOF	93
13. OTHER MODES OF COMMUNICATION	94
14. ONLINE PROFILING TOOL.....	95
15. NEW SERVICES	95
16. DATA PROTECTION	96
17. DISCLAIMER / AMENDMENT TO THE PRESENT TERMS AND CONDITIONS.....	96
18. LAWS APPLICABLE AND JURISDICTION OF COURTS	97
19. THE SPECIFIC CONDITIONS RELATED TO THE DIFFERENT ACCOUNTS.....	98



19.1.	THE CURRENT ACCOUNT	98
19.2.	THE SILVER SAVINGS ACCOUNT	102
19.3.	THE SAVINGS ACCOUNT	105
19.3.1.	THE SAVINGS UP ACCOUNT	105
19.3.2.	TIERED SAVINGS ACCOUNT	111
19.3.3.	STEPPER SAVINGS PLAN IN MUR.....	116
19.3.4.	Term Deposits and Term Accounts	121
19.3.5.	Integral part.....	121



1. OPENING OF AN ACCOUNT

1.1 General principles

1.1.1. Scope of the terms and conditions

These terms and conditions apply to the accounts of BCP Bank (Mauritius) Ltd (hereinafter referred to as the "Bank"), to its clientele of private individuals, professionals and private professions.

In case of contradiction between the General Terms and Conditions and the Specific Terms and Conditions applicable to each product and service, the provisions contained in the latter take precedence.

Some of the products and services presented in these Terms and Conditions may no longer be marketed.

1.1.2. Terms of opening

- (a) In accordance with the legislation on the participation of financial institutions in the fight against money laundering arising from drug trafficking or organised crime, the Bank is required to verify the identity and address of the client at the time of the opening of an account. To do this, the Customer must present an official ID (national identity card or passport) with his photograph and a proof of address of less than 3 months. Any other document may be requested according to the Bank's policy. The Bank keeps a copy



of these documents. In case of a power of attorney given to operate the account, any agent must prove his identity and address to the Bank under the same conditions as the account holder.

The Bank also collects a specimen signature of each of the persons authorised to operate the account.

Any request to open an account is subject to rigorous monitoring and the opening of an account cannot, under any circumstances, be carried out if all the required documents are not present. The opening of an account remains at the discretion of the Bank, which reserves the right to refuse a request to open an account without having to justify itself to the customer.

As required under the current Banking Act, the Bank shall submit your account information and any other information as may be required from time to time, other than the balance and amount held therein, to the Central Accounts Registry.

Any account opening will automatically benefit from internet banking services unless otherwise indicated by the Customer upon the opening of the account or to the Relationship Manager subsequently.

- (b) The account holder must notify the Bank in writing, within 30 days, of any change in the information he provided when opening



the account or subsequently with the appropriate supporting documents. All correspondence must be addressed to the Bank and not to an employee on his own behalf.

All KYC information will be updated according to the current legislation on the fight against money laundering and the financing of terrorism and proliferation.

- (c) In addition, in accordance with anti-money laundering legislation, the Bank is obliged to inquire with the Client in the event of unusual transactions, in particular because of their terms, their amount and their exceptional nature with regards to those treated previously, on the origin and destination of the sums in question as well as on the object of the transaction, the identity of the person who benefits from it or other useful information.

To disclose, with the authorities concerned and in accordance with the provisions of the laws in force in Mauritius, the sums entered in its books and the transactions related to these sums.

Under conditions laid down by it, the Bank may allow the Customer to request for the opening of an account through internet banking. In this case, such a request remains subject to the approval of the Bank and to the prior verification of the address and identity of the Customer (two proofs of identity are required in the absence of a physical meeting).



1.1.3. Combating money laundering and the financing of terrorism and proliferation.

In addition to the Bank's obligations under laws relating to Anti-Money Laundering and Terrorist Financing and Proliferation, the Bank reserves its right not to process any transaction on an account where the transaction to which it relates would not be sufficiently clear or transparent or where there are insufficient supporting documents.

1.2 Authority to operate a bank account

The account holder can give a power of attorney to one or more person(s) named 'agent' to perform on his account, certain transactions exhaustively listed in the internal proxy form. The co-holders of a joint account may likewise, by mutual agreement, give a power of attorney to a person to perform on their account, certain transactions exhaustively listed in the internal proxy form. The Bank may require that the power of attorney be embodied in a notarial deed.

The Bank reserves the right not to accept an agent subject to giving reasons for its refusal. The Bank may refuse any power of attorney, the complexity of which would not be compatible with its management constraints.



Any holder (or co-holder in the case of a joint account) remains responsible for all transactions made on the account by the agent. He is personally liable to the Bank for any debit balance resulting from the operations carried out by the agent.

The power of attorney ends if the account is closed or the holder dies. When it is given on a joint account, it ends in the event of the death of one of the co-holders as well as in case of termination of the joint account agreement, closing of the joint account and guardianship of any of the co-holders.

The power of attorney may be revoked at any time by the account holder or, in case of a joint account, by any of the co-holders. The revocation takes effect on the date of receipt by the Bank of a registered letter with acknowledgment of receipt sent by the holder or co-holder, or on the date of the signature to the Business Centre, for a request for revocation. It is for the holder or co-holder to inform the agent in advance and to require from him the restitution of all payment and withdrawal instruments (cheque books, cards) which is to be found in his possession. Where appropriate, it is for the account holder to take all the necessary steps (code change, blocking ...) to prevent the agent from accessing the account through internet banking. Those transactions which are continued to be performed by the agent may engage the liability of the account holder.



1.3 Maintenance of Customer Information and Periodic Reviews

- a) The account holder shall promptly notify the bank if there is any change in his/her personal or related party information. Any such changes shall be accompanied by any supporting documents, as may be requested by the Bank.
- b) As part of its ongoing customer due diligence and regulatory requirements, the Bank may from time to time, request the Account Holder to provide updated information and/or documents to ascertain the reliability and accuracy of his information held by the Bank. Such requests may be made to the Account Holder in writing by way of a letter sent to the last known mailing address or via e-mail to the last known e-mail address of the account holder as communicated to the Bank by the Account Holder.
- c) Failure to adhere to sections a) and b) above shall be deemed as a breach of the General Terms and Conditions and the Bank reserves the right to terminate, withdraw, cancel, suspend, or extend any banking services provided at any time in whole or in part without prior notice.
- d) By registering a physical mailing address or e-mail address with the bank, the Account Holder unreservedly accepts that the Bank shall bear no responsibility or liability whatsoever in



relation to risks inherent to the transmission/receipt/exchange of information and/or documents through post, courier service or electronic mail. While the Bank shall apply its internal controls to protect the interests of the Account Holder, the Bank shall not be liable for having acted in good faith upon information, documents or instructions purporting to come from the Account Holder but which, is subsequently discovered to, or may, emanate from unauthorised individuals or in any other circumstances whatsoever.

1.4 Outsourcing

Always anxious to ensure the best international standards for its clients, the Bank could reposition some of its services within specialised entities. The acceptance of these Conditions by the account holder implies his acceptance to the transmission of his data to external service providers.

1.5 Handling customer complaints

The Bank is determined to provide the best quality of service to its customers at all times. However, if the Customer is not completely satisfied, he may contact the Bank using one of the channels available to them for this purpose, including:



- (i) The Relationship Manager
- (ii) The Head of Business Centre
- (iii) The Useful Links: the Customer may formulate his claim in writing to the following address complaints@bcpbank.mu or by calling on 207 1040, the Customer Relations Department, which is also available to the Customer to handle any unresolved grievances or disagreements.

If, despite these arrangements, the Bank has not met the Customer's expectations or if the Customer has not received any response from the Bank within 3 months of his claim, he may refer the case directly to the Office of Ombudsperson for Financial Services, at the following address:

8th Floor, SICOM Tower
Wall Street
Ebene
Tel: (230) 468 6475
Fax: (230) 468 6473
Email: ombudspersonfs@intnet.mu



1.6 Joint accounts

1.6.1 Definition

A joint account is a collective account with joint and several liability, open to two or more adults (co-holders). The account can operate, on the one hand, by co-holders who confer on each other all the powers to operate the account or, on the other hand, collectively which requires joint signatures for all operations.

1.6.2 Operation

The joint account operates as an individual account. The present General Terms and Conditions are therefore applicable to it, subject to the specificities related to the multiple holders.

For accounts operating under a single signature, i.e where the co-holders have conferred all the powers on each other, each holder may under his sole signature:

- i) perform all operations on the account, both credit and debit, and use any overdraft authorised by the Bank and have any instrument of payment and withdrawal delivered to him; and/or
- ii) set up a Term Deposit in the name of both co-holders subject to the specific conditions for Term Deposit as set out further below.



The only transactions requiring the agreement of all co-holders are the appointment of an agent and the allocation of the credit balance after termination of the joint account agreement. For accounts operating with two or more signatures, where the co-holders require that the account operates with collective or bilateral instructions: notably all transactions affecting the account, both credit and debit, as well as the use of overdraft authorised by the Bank and to have all payment and withdrawal instruments delivered to them, require two or more signatures (as per the instructions provided on the application for opening the account).

In all these cases, each co-holder is personally liable vis-à-vis the Bank for all debts arising from the operation of the account by any of the co-holders. Accordingly, the Bank may require any of them to pay the entire debit balance of the account. The heirs of the co-holder are also jointly and severally liable for any debit balance existing on the day of death of the co-holder.

There is also solidarity and indivisibility between the heirs of the co-holder by reason of the debit balance existing on the day of the death.

1.6.3 Consequences of the death of one of the co-holders

In the event of the death of one of the co-holders, in the case where all the powers are conferred on each other, the account shall continue to operate for the time being under the sole signature of



the surviving co-holder, unless it has been specified otherwise at the opening of the account, or in the event of objection notified to the Bank by the heirs, until the transfer of the existing balance in a new account in the name of the surviving co-holder or closing of the account by remitting the existing balance to the surviving co-holder. In the event of the death of one or more co-holders of a joint account which operates collectively with two or more signatures, the account will be blocked as soon as the Bank is notified. The heirs of the deceased Customer must present the death certificate and the affidavit of succession for the purpose of their rights in the succession. The balance in the joint account will then be paid by cheque in the name of the surviving co-holder(s) or to the estate of the deceased Customer.

1.7 Account for minors

1.7.1 Conditions for the opening of a bank account for minors under 18 years

When opening an account for a minor under the age of 18, the parent(s) responsible for the child or the legally appointed guardian must submit the official documents to that effect in addition to the documents usually required to open an account.



For the opening of an account by an emancipated minor, the official documents related to the emancipation of the minor will also have to be submitted.

1.7.2 Conditions attached to the Genius Saver Plan

1.7.2.1 Definition

Savings contract with regular deposits and of fixed duration. Remunerated at a rate higher than the rate for savings account, it provides access to a "Student" loan named the **iSUCCEED** at a reduced rate, subject to acceptance of the file.

1.7.2.2 Holder

Any person, from birth and not having reached the age of 15 years. At the end of the Plan, the holder should be between 18 and 21 years old. The holder is entitled to have one Plan per currency, in Mauritian Rupees and/or in any of the main foreign currencies (EUR, GBP and/or USD).



1.7.2.3 Characteristics

Contractual term: between a maximum of 6 years and 21 years, depending on the age of the Customer at the opening of the Plan.

Minimum opening amount: MUR 5,000 or equivalent in foreign currency

Maximum opening amount: MUR 150,000 or equivalent in foreign currency

Maximum balance: MUR 2,000,000 or equivalent in foreign currency

The maximum threshold of MUR 2,000,000 includes the amount of capitalized interest on the Genius Saver Plan.

1.7.2.4 Operation

Contributions

- Scheduled deposits: MUR 6,000 minimum/year or equivalent of minimum/year MUR 12,000 in foreign currency;
- Frequency: Monthly, quarterly or half-yearly, determined at the signing of the contract;
- Possibility to modify, during the lifetime of the contract, the amount of the scheduled deposits through amendment(s).



Additional contributions

Additional unlimited deposits can be made on the Genius Saver Plan:

- Cash payments, cheque deposit(s), internal transfer, external transfers.
- The minimum amount is MUR 500 per transaction.

1.7.2.5 Withdrawal

No withdrawal from the Genius Saver Plan will be possible, save a transfer at the end of the Plan or in case of breach of contract.

1.7.2.6 Free Voucher

A free voucher of MUR 500 is available to customers aged five years old or less at the time of the opening of the account. This amount is credited into their Genius Saver Plan account.



1.7.2.7 Annual Remuneration

For plan in Mauritian Rupees, remuneration is :

- Base Savings Rate + 2% margin is applied.
- The Base Savings Rate is variable; the margin remains unchanged.
- Annual interest is credited and accrued at December 31.

For plans in Foreign Currencies, remuneration is as follows:

- EUR : Euribor + 1 month
- USD : SOFR 1 month
- GBP : SONIA 1 month

The interest is credited on a monthly basis.

If the Reference Rate (SOFR, SONIA, EURIBOR or any other) is discontinued or no longer available, the Customer agrees that the Bank shall apply an alternative industry benchmark rate used by market participants for this type banking product.

1.7.2.8 Charges

No charges are applied for the Plans. However, in case scheduled deposits are not respected, other charges according to the Bank's tariff in force will be applied and debited from the support account of the plan.

1.7.2.9 Support account

The support account can be a current account, an interest-bearing account, or a Silver Savings Account.



This account is used to support automatic transfers to fund a savings plan. This account is also the recipient account for the payment of capital and interest at maturity of the savings plan or on its early closure

1.7.2.10 Bank statements

Published and dispatched quarterly, once the account was operated in the previous quarter, via email.

1.7.2.11 Maturity of the Plan

The funds (capital + interest) are transferred to the customer's support account. The Plan is then terminated. The Customer must ensure that he held another account with the Bank.

1.7.2.12 Non-compliance with the contract

Any withdrawal occurring before the 6-year period entails the termination of the Plan, with the application of a penalty:

- If the funds are withdrawn before the first year following the date of the constitution of the Plan, no interest will be earned.
- If the funds are withdrawn beyond the first year but prior to the 6th year, the penalty rate will be equal to 75% of the interest generated.

If the Savings Plan is not funded after 6 consecutive months, the Bank reserves the right to close the Savings Plan and transfer the



balance (calculated according to the terms and conditions of this agreement) to the customer's support account without prior notice.

1.7.2.13 Loans

Amount: The amount is based on the capacity of repayment of the client and subject to the approval of our credit committee.

Age of the holder

The holder of the Plan must be between 18 and 21 years old; the Plan must have been held for a minimum of 6 years.

1.7.2.14 Rate

The applicable rate is equal to the Credit Base Rate in force at the time of the Loan application, minus a margin of 0, 50%.



1.7.2.15 Purpose

To finance studies expenses either in Mauritius or overseas.

For overseas studies, in addition to tuition fees, housing and subsistence expenses can also be financed

1.7.2.16 Other conditions

The granting of the loan is subject to the same conditions of insurance subscription, production of supporting documents, collaterals and charges provided by the borrower as for the other loans granted by the Bank.

2. THE OPERATION OF THE ACCOUNT

2.1. Rules of operation

2.1.1. Credit transactions

The holder may carry out the following credit transactions, subject to the provisions of paragraph 1.1.2:

a) Cash Deposits

Cash deposits can be solely be made at the Business Centre.



b) Cheques remitted for collection

Cheques for which the holder is personally a beneficiary may be handed over for collection at the Business Centre.

The amount of the cheques deposited on the account is only available after the clearing of the cheque and the account is credited. As a general rule, there is a three-day period for clearing between local banks (it takes longer for cheques which are in foreign currencies).

c) Regular transfers (directly paid wages...):

The Customer may allow to be credited to his account his wages, pensions, social benefits and, in general, any regular income. For this, he can give his debtors (employers, etc.) a Bank Account Identification (RIB) BCP Bank (Mauritius) Ltd.

d) Occasional transfers from the Customer's own accounts managed by the same bank:

The holder may make occasional transfers to his account of sums credited to his other accounts (other deposit accounts, savings account ...) managed by the same bank and of which he is the holder.

e) Other occasional transfers



The account can also be credited with the amount of occasional transfers made from accounts managed by other banks, or from the accounts of a third party.

2.1.2. Debit transactions

The holder may carry out the following transactions from his account, subject to the provisions of paragraph 1.1.2:

a) Cash withdrawals:

Cash withdrawals can be made with a card, through other banks' ATMs displaying the VISA logo or at the Business Centre counter.

b) Payments by cheque:

The Bank pays the cheques issued by the holder provided that the account is sufficiently funded and available and that there is no objection.

c) Payments by Card

Payments by card are possible with traders.

d) Direct Debits:

Direct debit is a simple way of paying for certain regular expenses, such as electricity expenses or the due dates of various credits.



e) Occasional transfers:

The occasional transfer is an order given by the holder to the Bank to transfer a sum of money from his account to another account on a specific date.

f) Standing Orders:

The standing order is an instruction given by the account holder to the Bank to transfer a sum of money from his account to another account in another bank, on specific dates and at a specified frequency.

2.1.3. Account Balance - Provision

The account balance is the difference between credit and debit transactions. Before effecting any debit transaction from his account, and in particular before issuing a cheque, the holder must ensure that this account has a sufficient and available balance and that this balance will remain until the effective realisation of the operation. In the absence of sufficient and available funds, the Bank may refuse to pay the cheque for being without provision; the holder is exposed to the refusal of debit transactions.

Any overdrawn balance may be offset by the credit balance of another account of the holder, without prior notice to the Customer.



As far as joint accounts are concerned, any overdrawn balance may be compensated by the account of one of the holders, without prior notice to the Customer.

In case of recovery of any debit balance through the services of an attorney, all costs, expenses as well as the commission of the attorney not exceeding 10% + VAT will be payable by the Customer.

2.1.4. The Bank Account Identification

The Bank Account Identification (RIB) is a document prepared by the Bank which allows the holder to inform any interested person of the details of his account in order to carry out transactions on this account (transfer, withdrawal, various debits). The holder may request RIBs from the Business Centre.

2.2. Confidentiality of operations

All staff and managers of the Bank are bound by professional secrecy and therefore cannot disclose to third parties confidential information that may be known to him during the opening and operation of the account. However, professional secrecy may not be opposed to the Bank of Mauritius, nor to any other institution/authority, in the cases where Mauritian law so provides.

The holder may, however, authorise the Bank to disclose confidential information to third parties. See paragraph 1.3.



3. THE SPECIFIC CONDITIONS RELATED TO THE DIFFERENT TYPES OF ACCOUNTS

Upon the opening of all types of accounts, including accounts in foreign currencies, the payment and maintenance of a minimum fixed amount, which may vary according to circumstances, by the Bank must be respected.

3.1. Current Account

3.1.1. Terms of operation of the Current account

(a) Opening and operating a Current account in Mauritian rupees

A current account generates management fees and chequebook fees, which are billed according to the rates in force.

The signature on a cheque must be the same as the specimen signature.

A cheque will not be paid if it has been tampered with in one way or the other.

Cheques will be paid only against an amount available on the account. In no case will an unauthorised overdraft be granted.

(b) Terms of issue, renewal and withdrawal of chequebooks



The cheque forms are issued by the Bank in consultation with the holder. However, even on a principal account, the Bank may decide, at its convenience not to or to no longer issue cheque forms.

The Bank undertakes to review periodically the situation of any holder of a principal account to which it refused to issue cheque forms or a payment card at the request of the latter.

Chequebooks or cheque forms are issued at the discretion of the Bank (as provided for in Paragraph 1.1.2) and provided that the holder is not subject to a banking or judicial ban to issue cheques.

- The chequebooks are either:
 - Addressed to the holder by registered letter with acknowledgment of receipt;
 - Addressed to the holder by simple letter; in this case, a separate dispatch notice allows the holder to ensure good receipt of the chequebook. In the event of non-receipt, the Customer must submit an objection within three working days from the date of receipt of the dispatch notice in accordance with the modalities specified in paragraph 3.1.2. This service may be terminated at any time by the Bank;
 - Delivered by hand to the holder;



- Kept at the disposal of the holder at the Business Centre (this service may be billed).

Postal deliveries shall be made to the Customer's mailing address and any change of address shall be notified immediately to the Bank in the manner specified in paragraph 1.1.2.

The chequebooks are renewed either automatically according to the use of the previous chequebook, or at the request of the holder formulated by means of the special form which appears in each chequebook.

The chequebooks which are made available to Customers will be destroyed at the expense of the Customer, after a period of one month from the date of availability.

The Bank may refuse the renewal of chequebooks or request their immediate restitution at any time, by providing the holder with the reasons for its decision (in accordance with paragraph 1.1.2).

3.1.2. Oppositions

When the Customer notices a loss, theft or fraudulent use of a cheque issued by him, or of a cheque form or chequebook, the holder must immediately lodge an opposition at the Business Centre, by any means, with immediate and compulsory written confirmation



with the Business Centre (by fax, telegram, letter, visit to the Business Centre...). The written confirmation must compulsorily specify the reason for the opposition and indicate, if possible, the number of the cheque form(s) in question.

Any opposition is billed.

3.2. The Savings Account

1. How the Savings account works

(a) Opening and Operating a Savings account

A savings account cannot be overdrawn and cannot be in foreign currency.

The interest rate for Savings account is applicable as from a minimum balance set by the Bank.

The periods between which interest is credited to a Savings account may be modified at the discretion of the Bank.

No means of payment can be issued on a savings account.



3.3.CARD ACCOUNT (DEBIT CARD)

3.3.1.Definitions

Bank account means the bank account held or to be held with the Bank on behalf of the holder (alone or jointly with another person), the number of which is or will be indicated on the card application form and communicated to the cardholder as appropriate.

Card means any debit card issued by the Bank, including any renewed or replaced card.

Card Account means the account which can be opened by the Bank for the customer which may be debited for the value of all purchases of goods, and services, all monetary advances made using the card ("card transactions") as well as and all charges and commissions.

Cardholder means the person to whom the card is issued, and who has the sole power to operate the card account in accordance with the Bank's general terms and conditions.

PIN stands for Personal Identification Number, the confidential code communicated to the cardholder for the use of his card.

Transaction means any cash withdrawal or payment made using the card, or any refund related to the use of the card in a legitimate manner for debiting or crediting the account.



VISA stands for VISA CEMEA, (VISA for Central Europe, the Middle East and Africa), 1 Sheldon Place, London W2 6TT, UK or PO Box 39662, London, W2 6WH, UK.

The use of the singular includes the plural and vice versa and references to one gender include references to the other gender. The titles used were chosen for ease of use.

3.3.2. Purpose of cards and payment and withdrawal

The withdrawal and payment Card allows its holder:

- To make cash withdrawals in national currency on 'other Banks' Automated Teller Machines displaying the VISA logo;
- To pay for purchases of goods or services to traders and service providers displaying the VISA logo on their electronic payment terminals.
- To consult the balance of his account at the Automated Teller Machines of banks displaying the VISA logo.



3.3.3. Card application

The card is issued by the Bank at the request and subject to acceptance of the said request, of any Customer holding an account and/or of any duly authorised representative.

The card remains the property of the Bank and must be returned immediately by the cardholder to the Bank upon request. The Bank may take any legal action against the cardholder who continues to use it after such a request.

3.3.4. Terms and conditions related to VISA cards

1. Issuance and use of cards

- 1.1. The card is strictly personal, the holder must compulsorily affix his signature on same upon receipt. It is strictly forbidden for the cardholder to lend it or hand it over to a third party.

The absence of a signature on a payment card justifies the refusal of acceptance of this card by the trader.

- 1.2. A personal code is communicated confidentially by the Bank to each cardholder and only to that cardholder. The cardholder must take all appropriate measures to ensure the security of the card and confidential code. He must



therefore, in his own interest, keep it absolutely secret and not communicate it to anyone. He must ensure that he is protected from prying eyes and keep it separate from his card.

As a result, the secret code is sent separately from the card.

The secret code is essential for making cash withdrawals on automatic vending machines.

- 1.3. In the event that the card is sent by post to the cardholder at the discretion of the Bank, the card will be considered as having been received in good and due form; the Bank will not be liable to the cardholder for loss and/or damage of any kind if the card is not received or otherwise when the card is delivered by post.
- 1.4. The cardholder will not be relieved of any liability to the Bank in case he does not sign the sales receipt or cash voucher, whether required or not.
- 1.5. The cardholder will be responsible for all credit facilities granted by the Bank in respect of the card account and all related charges regardless of the termination of this agreement.



The Bank may at the Customer's request assign a credit limit to be strictly observed on the card account. The cardholder may request a revision of this threshold at any time.

- 1.6. In order to establish any overrun of the credit limit, the Bank will take into account the amount of any card transaction not yet debited on the card account and any authorisation given by the Bank to a third party in respect of a potential transaction.

2. Payment

- 2.1. If applicable, a card account statement will be sent to the cardholder on a monthly basis at the end of each period ("billing period") on the statement date ("statement date") to be determined by the Bank and notified to the cardholder.
- 2.2. Any transaction by the cardholder will be made against payment of charges by the cardholder to the Bank in accordance with these terms and conditions and as decided by the Bank.



- 2.3. Transactions in foreign currencies made using the card outside the Republic of Mauritius will be converted into Mauritian rupees at the exchange rate determined by VISA International on the processing date, regardless of the date on which the amount is debited from the account of the cardholder in the books of the Bank.
- 2.4. The cardholder will have to review each statement issued in connection with the use of the card and notify the Business Centre of any alleged error within thirty days from the date of the statement. After this period, the statement and the transactions contained therein (except alleged error so notified) will be considered as correct between the Bank and the cardholder.

3. Charges and Commissions

- 3.1. A detailed brochure of charges, commissions and other charges related to the card and its use will be made available upon request at the Business Centre and is available on the bank's website. The charges will be debited from the bank account of the cardholder on the due date and are non-refundable.
- 3.2. The Bank may, by notice to the cardholder, as it deems appropriate, modify the present charges and commissions.



4. Additional cards

- 4.1. Joint Accounts: The Bank may issue an additional card at the joint request of the cardholder and the co-holder of the additional card. The cardholder and the co-holder of the additional card will be jointly and severally responsible for the use of the card and the additional card. Any additional cardholder will be bound by the present Terms and Conditions. A copy will be made available to the holder of the additional card.
- 4.2. Other accounts: The Bank may issue additional cards at the request of any account holder. The account holder will be solely responsible for the use of the card and/or the additional card. Any additional cardholder will be bound by these General terms and conditions (a copy will be made available to the additional cardholder).

5. Use of Automated Teller Machines (ATMs), Payment Terminals (TPE) and Contactless devices

- 5.1. A confidential code is issued to the cardholder upon delivery of their card so that they can perform ATM and/or TPE transactions, including any cash withdrawals on ATMs displaying the VISA logo and/or purchases.



5.2. An electronic chip has been incorporated into the card to enable the cardholder to perform banking transactions by electronic means in enhanced security standards. Such transactions may also be made at ATMs, TPEs etc.

5.3. A contactless feature has been added (as per the Visa rules) on the card to enable the customer to perform contactless payments. It's a secure way to perform the payment of small amounts without a PIN. Thus, the customer has the responsibility to always keep his card securely (in order to prevent the unintended activation of the contactless chip) and report any misuse.

6. Period of validity of the card - Renewal, withdrawal and return of the card

6.1. The card is valid until the date shown on the card itself.

6.2. On the due date, it is subject to an automatic renewal of the support, unless otherwise notified in writing by the holder or the account holder, at least two months before that date.

6.3. The Cardholder may terminate this Agreement at any time by written notice to the Bank. Such notification shall be sent together with the card and any additional



cards. In the case of additional cards, the cardholder or the additional cardholder may terminate the agreement under the same conditions - with respect to the termination of the additional card - by written notification sent to the Bank accompanied by any additional cards. It is to be noted that the cards returned to the Bank will be cut in half.

- 6.4. The Bank has the right to withdraw or have the card withdrawn or blocked at any time, or not to renew it. The withdrawal decision is notified in all cases to the cardholder and/or the account holder. The holder of the card is obliged, therefore, to return it on the first request and is subject to sanctions if after notification of the withdrawal of the card, by simple letter, he continues to use it.
- 6.5. The Bank will provide a new card to the cardholder periodically until such termination takes place.
- 6.6. The remaining balance due on the card account as well as the amount of all card transactions made but not yet debited from the bank account and/or the card account will be, on the next payment date, immediately due and payable in full to the Bank at the termination of this Agreement, or the bankruptcy or death of the



Cardholder. The cardholder or his estate will be responsible for repaying any outstanding balance in the bank account and/or card account and compensating the Bank for all costs, fees (including legal fees) and expenses incurred to recover any remaining balance due. The Bank reserves the right to charge interest at current the rate pending repayment of the sums due.

- 6.7. Regardless of the termination of the present Agreement by either party, the Cardholder will continue to be responsible for all charges incurred by the use of the Card, until the Card is returned to the Bank.

The closure of the account on which one or more cards operate entails the obligation of returning them immediately. The same applies in case of termination of the joint account Agreement.

7. Loss of the card

- 7.1. The loss or theft of the card and/or PIN must be reported promptly on the hotline number communicated to the cardholder, and in writing to the police (if abroad, to any VISA member). In such a case, the cardholder will confirm the loss in writing immediately to the Business Centre. The cardholder will be responsible for all sums debited from the card account following the unauthorised use of



a card until notification of the loss, within the limits of the "Code of Banking Practice" of the Mauritius Bankers Association.

- 7.2. In order to participate in the recovery of the lost/stolen card, the cardholder must provide the Bank with any information in its possession as to the circumstances of the loss, theft or misuse/ fraudulent use of the card and/or confidential code and take all the measures deemed necessary by the Bank. If the cardholder recovers the lost or stolen card, he must return it to the Bank without delay.

8. Exclusions and exemptions

- 8.1. The Bank will not be held liable in case a trader refuses to accept and/or honour the card, and/or to extend the credit/debit facilities including maximum cash withdrawals within the authorised debit limit.
- 8.2. The Bank will not be held liable for any defect or defect in goods and services rendered and/or purchased by use of the card or card number. The Bank shall not be liable for the opinions, texts, images and/or other representations made or contained in any books, magazines, periodicals, mail order sales, brochures or



any other document offering goods/services for consumption or sale.

- 8.3. Any claim against a trader must be resolved in advance by the cardholder with the trader himself. Inquiries relating to disputed transactions must be sent to the Business Centre in writing and will be processed in accordance with the VISA International rules. A claim by the cardholder against the trader does not relieve the cardholder of his obligations towards the Bank.
- 8.4. The Bank shall in no way be liable to the Cardholder for any inconvenience, loss, damage or embarrassment of any kind due to or resulting from an interruption or malfunction or failure of any ATM, TPE and/or communication or equipment or data processing system or transmission or any other cause of any kind regardless of the Bank or otherwise.
- 8.5. Even if the cardholder does not receive a monthly statement from the Bank, his responsibility remains. For the purposes of calculating interest due, the Bank may choose a date as the statement date for each month.
- 8.6. The Bank is authorised to honour any invoice, transaction by file, trade credit, cash withdrawal, contactless payment and/or any other charges indicating



information according to the card imprint duly completed and transmitted.

- 8.7. The cardholder hereby agrees that all information in the Bank's books and statements relating to his transactions is conclusive and binding on him for all purposes.

9. Legal compensation

- 9.1. Fraudulent use or any other improper use of the card exposes the cardholder to legal action.
- 9.2. If the cardholder does not comply with these Terms and Conditions for any reason, the Bank may initiate legal action against him in the country of issue of the card. The cardholder will be responsible for all costs and fees incurred through legal action, including legal fees and commission 10% payable to any Attorney for the recovery of any amount due.
- 9.3. In any legal action for the recovery of all sums due in connection with the card, documents relating to all transactions made and/or certified copies will be irrefutable evidence of such transactions.



10. Changes to the General Conditions

- 10.1. The Bank reserves its right to periodically change / modify / amend these Terms and Conditions (including the revision of fees/ commissions). Such changes / modifications / amendments will come into effect following notification to the cardholder by any means (including the publication of such changes/modifications/ amendments in any place considered appropriate).
- 10.2. By the use of his card after the entry into force of the changes/ modifications/amendments, the cardholder signifies his unreserved acceptance of the new General Terms and Conditions.

11. Communication of information

- 11.1 The cardholder authorises the Bank to communicate any information relating to himself and/or his card account, as deemed appropriate or necessary by the Bank, in the context of the services provided and the application of the rights and/or the performance of the obligations related to the account.



12. Right of compensation

- 12.1** In accordance with these General Terms and Conditions, in addition to any right of compensation conferred by law or under any other contract, the Bank may, without notice, consolidate the outstanding balance on any card account with the balance of all other accounts which the Cardholder would hold at the Bank. The Bank may also offset and/or transfer to the account of the holder any credit balance of any other account under the responsibility of the cardholder.

13. Effect of these General Terms and Conditions

- 13.1** Regardless of the termination of this Agreement, all the provisions contained in these Terms and Conditions will continue to be in effect and produce full effect with respect to the Cardholder with regards to all card transactions made by him.
- 13.1** Each of the clauses in these Terms and Conditions is separate and independent of each other. If any of these clauses would become invalid, it would be deemed null and void but will not affect the validity of other clauses which remain valid.



13.3 These Terms and Conditions supersede any other previous and similar agreement between the Bank and the cardholder with respect to the issue or use of a card, any previous and similar agreement (if any) is therefore obsolete.

14. Data processing

14.1. The bank's VISA cards are produced by an external service provider. As a result, customer data related to card production are transmitted to the service provider for processing. The acceptance of these General Terms and Conditions by the Customer implies acceptance of the transmission of his data to the external service provider.



4. CASH FLOW MANAGEMENT

Unauthorized overdraft and authorized overdraft, Eparfix and Eparplus contracts.

4.1. The Unauthorised overdraft

In the absence of a sufficient and available balance, the holder is liable to the denial of debit transactions and, in the case of the issue of a cheque, to the application of the rules sanctioning the issue of cheques without provision.

The holder must also, whether or not the transaction is denied, pay to the Bank charges applicable to the particular treatment of the transaction without prejudice to a possible termination by the Bank of certain services attached to the account: withdrawal of the card, termination of the overdraft authorisation.

As a result, the holder must take care to maintain his account as his operations progress. He must also be careful not to rely on future payments and always ensure that the credit transactions he expects (transfers of wages, cheques delivered for collection) have actually been charged to the account.

If the holder fears that the maximum amount of his overdraft authorisation is slightly exceeded or, in the absence of overdraft authorisation, that his account is slightly overdrawn, he must compulsorily inform the Business



Centre beforehand. In exceptional circumstances, the latter may authorise this overrun. However, this derogation does not constitute a right for the holder, as well as an exceptionally granted authorisation does not presuppose any future authorisations.

The debit balance exceeding the maximum amount of the overdraft authorisation or, in the absence of such authorisation, the full debit balance of the account, bears interest at the rate of overdraft authorisation defined in the first subparagraph of paragraph 4.2.2 below, plus a mark-up defined in the Banking Charges table. The interest will be charged to the account and mentioned on the account statements under the conditions defined in the first subparagraph of paragraph 4.2.2.

4.2. The authorised overdraft

1.1.1. Grant – Operation

Unless otherwise specified or terminated in accordance with the provisions of paragraph 4.5, the holder may benefit from an overdraft facility. Any such facility will depend on the financial analysis of the holder's file. Minors and protected adults cannot benefit from this overdraft authorisation.

The benefit of the overdraft authorisation allows the holder to debit the balance of his account, within the limit of the maximum amount of the overdraft authorisation. It is reminded that before making any debit transaction from his account, the holder must ensure that the execution of this operation will not exceed the maximum amount of the overdraft



authorisation or, if the holder does not benefit from such authorisation, will not overdraw his account balance. The consequences of non-compliance with this rule are described in Paragraph 2.1.3.

In the event of non-refund of the debit balance granted, the holder is likely to be registered on the 'Caution list'.

1.1.2. Tariff

The interest due by the holder in respect of the use of the overdraft facility is calculated at the prevailing rate shown in the 'Banking Charges' table. A different rate is applicable in case the maximum amount of the overdraft authorisation is exceeded. This rate may be modified after the granting of the overdraft authorisation. Each change will be brought to the attention of the holder prior to the effective date of the change in the rate, according to the rules set out in the Code of Banking Practice of the Mauritius Bankers Association.

4.3.Eparfix

▪ Definition

Contract which allows to automatically manage the evolution of the balance of a Current account by funding on a defined date, this account from one or more predefined accounts, in case its balance becomes insufficient, according to the threshold fixed by the holder/co-holder.



The impacted accounts are solely the accounts managed in the institution.

- **Holder**

Individuals, holders or co-holders of a Current Account and a Savings Account on the books of the Bank.

- **Characteristics**

Object:

By joining the Eparfix service, the holder instructs the bank to credit his Current account on predefined date(s).

- an amount equal to the difference between the 'trigger level' of the Current Account (after settlement of the day's transactions), and the 'balance to be credited', by the debit of another account, as defined in the Specific Conditions;
- the Service is defined as 'standard' in the System, but it can be customised according to the customer's choice or needs.

Issuer account(s):

- The issuer account(s) must be in the same currency as the Current Account.



- It (they) must be solely in the name of the holder of the Current Account.
- In the case where several accounts are designated as issuer accounts, the accounts are processed in the order that it was entered. If the balance of the first account does not make it possible to credit the balance requested, then the difference will be taken on the other accounts to complete the transfer.

Regulated Savings Control:

The System verifies that the Savings Account(s) can be debited according to the set thresholds.

Duration of the Contract

- Unlimited (subject to maintaining the Current Account and the issuer account(s)).

Transfer amount:

- Difference between the 'trigger level' of the Current Account and the 'balance to be credited'.

'Trigger Level': Balance of the Current Account below which transfers will be triggered from the issuer account(s) to the Current Account.



'Balance to be credited': Amount of the desired balance on the Current Account at the end of the processing.

Example: Customer instructions to cover the debit balance of his Current Account, by considering the predefined 'trigger level', on the 10th of each month, in order to restore a credit balance of MUR 4,000 through a transfer from his Savings Account.

If the balance of the Current Account is overdrawn by MUR 1,000, on the 10th of the month, and if the predefined 'trigger threshold' is also MUR 1,000, then an automatic transfer of MUR 5,000 will be debited from his Savings Account by the System, in favor of the Current Account.

If the balance of the Savings Account is insufficient (e.g. MUR 3,000), to fund the current account balance on this date and during the 'validity period' ** (see below), the transfer will not be executed, nor postponed to another date.

➤ **The balance to be credited: Based on account authorisation**

Example: Account with a MUR 100,000 authorisation

The trigger level will be MUR 100,000 debit.

➤ **The balance to be credited: Based on authorisation related to the account**

Example: Account with an authorisation of MUR 100,000



The balance to be credited will be MUR 100,000 debit.

- A minimum amount of the transfer to be made must be fixed; below this threshold, transfers will not be processed.

The minimum transfer amount to be processed: MUR 500

- Type of balance: Accounting
- Trigger frequency: Daily / Monthly / Quarterly / Half yearly / Yearly: D expressed in business days

Fixed day: Date on which the transfer will be processed. It is possible to set up to 4 fixed days in the month.

****** Validity period: Indicates the period in number of days, during which the control against the trigger level will be performed.

Example: Processing every 18th of the month during 3 business days. The check begins on the 18th and will be carried out on the 19th, 20th and 21st. As soon as the threshold is reached, the transfer is made.

The next processing date will be on the 18th of the following month. If the threshold is not reached during these dates, the control ceases and the date of the next processing exercise will be scheduled on the 18th of the following month.

- **Operation:**



* Availability of funds:

Funds deposited in the Current Account through the Service are available at any time.

- Modification at the request of the holder: The holder may at any time modify:
 - The recipient account: add, substitute or delete an account
 - Transfer dates
 - The trigger level (subject to the authorised threshold for the account)
 - The minimum transfer threshold (minimum 'standard')

The purpose of the balance

Any modification requires the signing of an amendment to the Specific Conditions.

➤ Termination:

- By the holder:

The holder may at any time terminate his subscription to the Service.

- By the Bank:



The Service is automatically terminated, without prior notice or advance notification, in the following cases:

- No transfer could be made in the last 12 months
 - Closure of the Current Account or issuer account(s)
 - termination of the joint account
- Obligations of the holder:
 - The holder must, in order to determine the provision of his accounts and the carrying out of debit transactions on these accounts, take into consideration the transfers scheduled as part of the Eparfix service.
 - The Client is obliged to modify the 'trigger level' and the 'balance to be credited' in case of non-renewal of the authorisation(s) relating to the current account.
 - Other conditions: If the Customer has subscribed to the Eparfix and Eparplus services by stipulating the same transfer dates, the Eparfix transfers will take precedence.



4.4.Eparplus

- **Definition**

Contract which allows to automatically manage the developments in the balance of a Current Account by paying on a predefined date, the surplus on one or more predefined account(s). Transfers are made according to the threshold set by the holder/co-holder.

The impacted accounts are solely the accounts managed in the institution.

- **Holder**

Individuals - holders or co-holder of a Current Account on the books of the Bank.

- **Characteristics**

Object:

By subscribing to the Eparplus service, the holder gives the order to the Bank to transfer by the debit of its Current Account, on a defined date (s):

- An amount equal to the difference between the credit balance of its Current Account (after settlement of the day's transactions), and the 'trigger level', in favor of another account, as defined in the Specific Conditions.



- The Service is defined as 'standard' in the System, but it can be customised according to the customer's choice or needs.

Recipient Account(s)

- The recipient account(s) must be in the same currency as the Current account.
- It (they) may be in the name of the holder of the Current Account or in the name(s) of a third party (parties).

(Example: on behalf of a child, wife, etc.)

- In the case where several accounts are designated as recipient accounts, the amount of the transfer is distributed amongst the recipient accounts in percentage (example: 50%, 50%, or 60%, 40% - if it concerns 2 accounts).

Duration of the contract:

- Unlimited (subject to the maintenance of the Current Account and the recipient account)

Transfer amount:

- Difference between the credit balance of the Current Account and the trigger level for the transfer.



'Trigger level': Amount of the Current Account balance beyond which transfers will be triggered towards the recipient account(s).

Example: Customer instructions to credit the Savings Account, on the 10th of each month, the amount exceeding the credit balance ('trigger level') of MUR 5,000 of the Current Account.

If the balance of the Current Account is equal to MUR 8,000 on the 10th of the month, an automatic transfer of MUR 3,000 will be made by the System, in favor of the Savings Account.

If the current account balance is insufficient (e.g. MUR 4,500), to clear an amount available on that date, and during the period of validity ** (see below), the transfer will not be executed or postponed to another date.

The trigger level:

MUR 10,000 for individuals

- A minimum amount of the transfer to be made must be fixed; below this threshold, transfers will not be processed.

The minimum transfer amount to be processed: MUR 500

- Type of balance: Accounting
- Trigger frequency: Daily/Monthly/Quarterly/Half yearly/Yearly: D
expressed in business days



Fixed day: Date on which the transfer will be processed. It is possible to set up to 4 fixed days in the month.

**** Validity period:** Indicates the period in number of days, during which the control with respect to the trigger level, will be carried out.

Example: Processing every 18th of the month during 3 business days. The check begins on the 18th and will be carried out on the 19th, 20th and 21st. As soon as the threshold is reached, the transfer is made.

The next processing date will be on the 18th of the following month. If the threshold is not reached during these dates, the control ceases and the date of the next processing exercise will be scheduled on the 18th of the following month.

- Operation:
 - Availability of funds:

The funds deposited through the Service are available at any time, except for those placed on the Stepper Savings Plan and the Genius Saver Plan (the terms of availability of the funds deposited in these are explained in the paragraphs of the present Terms and Conditions relating to Stepper Savings Plan and the Genius Saver Plan).

- Modification at the request of the holder:

The holder may at any time modify:



- The recipient account: add, substitute or delete an account
- Transfer dates
- The trigger level (subject to the authorised trigger level set by the Bank)
- The minimum transfer threshold (minimum 'standard')

Any modification requires the signing of an amendment to the Specific Conditions.

- Termination: by the holder

The holder may at any time terminate his subscription to the Service.

- By the Bank:

The Service is automatically terminated, without prior notice or advance notification, in the following cases:

- No transfer could be made in the last 12 months
- Closure of the Current Account or issuer account(s)
- termination of the joint account

- Obligations of the holder:



- The holder must, in order to determine the provision of his Current account and the carrying out of debit transactions on these accounts, take into consideration the transfers scheduled as part of the Eparplus service.

- **Other conditions**

If the Customer has subscribed to the Eparplus and Eparfix services by stipulating the same transfer dates, the Eparfix transfers will take precedence.

- **Charges**

Free Service.

The Bank also offers different types of credit for which specific conditions apply.

4.5.Cancellation of facilities

The overdraft authorisation is automatically terminated, without prior notice or advance notification, in the event of one of the following events: closing of the account, termination of the joint account agreement, death, legal incapacity, recovery or bankruptcy of the holder or one of the co-holders.

The holder may terminate the overdraft authorisation and the Eparfix/Eparplus contracts at any time by informing the Bank in writing within a reasonable time.



The Bank may similarly terminate the overdraft authorisation and the Eparfix/Eparplus contracts at any time, without having to justify its decision, by registered letter with acknowledgment of receipt.

In all cases of termination, any sums still due to the Bank shall bear interest until fully repaid in the manner provided for in paragraph 4 .1.

5. ACCOUNT MONITORING AND ACCOUNT MANAGEMENT SERVICES

Bank Statement and Internet Banking Services

5.1. The Statement of Account

The Bank will maintain the records and report periodically all credit and debit transactions affecting the account. It will draw up and send to the Customer periodic statements which he will verify with a view to immediately report any errors or omissions and at the latest within 30 days from the date appearing on the statement of account.

The conditions related to the statement of accounts are as follows: -

The holder receives a statement:

- every month (for current accounts of individuals)
- every three months (for personal savings accounts)
- every month (for professionals),



provided that transactions have been recorded on the Customer's account during the relevant period, to the mailing address, which has been communicated, which details the transactions recorded on the account during the relevant period. In case of a joint account, only one statement is sent. In the case of subscription to the services of Internet Banking, the statement will be sent in electronic format.

The holder may, however, ask the Bank for statements to be sent to him at different frequencies; which service will be billed by the Bank.

The subscriber to internet banking services may ask the Bank for statements to be sent to him in paper format, which service will then be billed by the Bank. See Paragraph 4.3.12.

If upon receipt of his electronic or paper statement when the Customer has opted for this service, or after online consultation of his account, the Customer finds a transfer that he did not authorise or an error in the processing of a transfer, he must report it without delay and at the latest within 30 days from the date appearing on the statement of account.

Beyond this limitation period of 30 days, no objection will be admitted. They are made on the spot at the Business Centre or by registered letter with acknowledgment of receipt. After this period, the holder is presumed to have approved the transactions recorded on the statement of account.

May also appear on the statement, information concerning the account agreement (modification of tariff conditions, General Terms and Conditions).



A duplicate statement may be obtained and will be billed according to the current tariff.

5.2. Other methods to consult the account

The holder can also consult the balance of the account and obtain information on the last transactions carried out, according to the specific modalities of each service:

- With the cards on VISA enabled automated teller machines,
- Via the telematic services of Internet Banking.

5.3. Internet Banking Services

5.3.1. Object

The purpose of the following provisions is to define the General Terms and Conditions for access and use of Internet Banking services which enable the holder, hereinafter referred to as "the subscriber", to consult or/and manage his account(s) online. Unless otherwise expressly stipulated, these provisions do not derogate from the other provisions of these General Terms and Conditions. Internet Banking services allow the Customer to view personal or general information and perform certain transactions.

5.3.2. Terms of Access to Internet Banking Services



Any opening of an account will automatically be linked to internet banking services unless otherwise indicated by the client.

Any subscription to the services of Internet Banking is subject to the holding or the opening by the subscriber of an account in the books of the Bank.

The services of Internet Banking are open to all Customers of the Bank, natural persons of age or their agents, upon written request of the account holder.

In case of a joint account, either of the holders can subscribe to Internet Banking services with the express agreement of the co-holder.

It is specified that the Bank may:

- Limit access to certain telematic services of Internet Banking, as hereinafter specified.
- And/or limit transactions, especially as per their amount.

5.3.3. Identification methods: subscriber number and confidential code

Access to services, including access to the account, is subject to a strong authentication by the Customer. The subscriber accesses the services of Internet Banking after having identified himself through the composition of a double key formed by the subscriber number assigned by the Bank when subscribing to Internet Banking services and the digital confidential code.



To allow the first access to Internet Banking service, the Bank assigns the subscriber a temporary confidential code. The subscriber is obliged to modify it and to choose a confidential code during the first connection. For security reasons the Bank will use a numeric keypad to authenticate passwords.

For any subscription request, the Bank reserves its right to send the Customer a subscription confirmation by e-mail. However, the Customer must ensure that the correct e-mail address has been communicated to the Bank and the Customer has the obligation to immediately notify any modification or change to the Bank. The Customer acknowledges and accepts responsibility for any consequences which may result from such failure.

The subscriber number and PIN are personal to the subscriber and are under his sole and exclusive responsibility. The subscriber may, on his initiative and at any time change his PIN, which he is advised to do frequently. It is advisable not to choose a confidential code easily detectable by a third party (such as a date of birth). It must never be indicated on the writings or electronic messages addressed to the Bank or verbally to a third party or even an employee of the Bank. The Customer therefore assumes full responsibility for any disclosure of his "personal access codes" and the consequences which may result, following their voluntary disclosure or not, unless it is proved to him that the violation of the confidentiality of the personal codes arose because of the Bank.



After three unsuccessful attempts to insert the PIN, the access device to internet banking service becomes inoperative. In this case, the service will be accessible again on request of the subscriber to the Bank under the same conditions as the subscription (this service could be billed).

5.3.4. Opposition to access to the services of Internet Banking.

In case of loss or theft of the confidential code or fraudulent use by a person other than the Customer, the subscriber must immediately inform the Bank which will block access to the services of Internet Banking. The objection must be made by telephone or in person and must be confirmed immediately by registered mail with acknowledgment of receipt or at the Business Centre. In case of dispute, the date of receipt of this writing will prevail between the parties. The restoration is carried out at the request of the subscriber under the same conditions as during the subscription.

It is reminded as much as necessary that the Bank cannot be held responsible for the consequences of the use by an unauthorised third party of the "confidential code" of the Customer or that of one of its "Internet Agents". However, if the Customer has been negligent or has acted fraudulently, the Bank reserves its right to render the Customer liable even after confirmation of the objection by the Customer.

Similarly, the Bank cannot be held responsible for the lack of protection by the Customer of data and/or software stored and loaded on his own computer equipment, particularly in case of contamination by viruses or in case of attempted intrusion.



The Customer declares that he accepts the characteristics and the limits of Internet and, in particular, recognizes that:

- He has knowledge of the nature of internet network and, in particular, its technical performance and response times to consult, query or transfer data;
- the data circulating on the Internet despite encryption algorithms and firewall protections implemented by the Bank are not necessarily absolutely protected, particularly against possible hijacks;
- the communication by the Customer to third parties of his ID and, in general, all information deemed confidential by the Customer, is at his own risks and perils;
- it is the responsibility of the Customer to take all appropriate measures to protect his own data and software from contamination by possible viruses on the Internet network; and
- data circulating on the internet can be regulated in terms of use or be protected by a property right.

In general, the Customer is solely responsible for all data he consults, queries, disseminates and transfers on the Internet and the use of services offered by the Bank. The Customer is informed that the internet is a network which



carries a certain amount of data which could be protected and violate the legal and regulatory provisions in force.

5.3.5. Main services offered - services depending on access via Web or mobile

The Customer may, through the services of internet banking, subscribe to some of the products and/or services introduced on the Bank's website, it being specified that any request for subscription to one and/or the other products or services introduced through the Bank's website will be subject to the express prior agreement of the Bank or any other party to the contract whose express prior consent is necessary.

The Customer undertakes to respect the terms of subscription or membership and the limits specific to each type of transaction as well as the operating conditions of the service or services thus offered within the framework of the Internet Banking Service.

These services allow the Customer who has opted for their use and within the limits of the transactions defined in the Agreement that he has signed:

- To make unit transfers between accounts of his subscription or to external or international accounts of which the Customer will have previously provided the complete ID or transfers with multiple validation, towards the preregistered beneficiaries.



- To consult accounts, see the list of all his accounts, view the details of his accounts, view his deposits and loans.
- To initiate payments, create term deposits, create a new savings account or foreign currency account or use other facilities provided by the bank.
- To have a set of personalized services (including consultation of accounts, etc.) and information of a general nature, in the conditions and limits hereafter set out and those contained in the Terms and Conditions.
- To have access to a video conference service allowing the Customer to interact directly with a staff of the Bank via webcam.
- To have access to secure private messaging on the Bank's website allowing him to communicate with the Bank and to receive/send any documents necessary for the provision of banking services.
- Consultation of the accounts and account statements of Internet Banking allows the Customer to consult his or her accounts and/or the accounts of related third parties and to know the details of the last transactions recorded on the account(s): positions and developments of the accounts and transaction dates, bank cards balance, statements and value of investment portfolios.
- Under conditions laid down by the Bank, the Bank may allow the Customer to make a request to open an account through Internet Banking. In this case, such a request remains subject to the approval of the Bank and to



the prior verification of the address and the identity of the Customer which have been updated (" updated KYC").

- Manage its beneficiaries - secure functionality via one time password (OTP) for Customers stipulated by the Bank.

Other services

- Access to exchange rates and Conversion Tool
- Create email alerts
- Customize the account display order and the account labels to display
- Change one's password

Subscriptions to products and services

The services offered, possibly optional, not yet operational at the time of the subscriber's membership, will be progressively made available by the Bank. The subscriber will be informed by any means at the convenience of the Bank, particularly through the channels concerned.

Modifications to Internet Banking Services

The telematics services provided to the Customer may be completed or modified at any time and without notice, particularly in the light of technological developments, without calling into question existing functions. The Customer will be informed of these improvements by any useful means and in particular by displaying on the Bank's website.



5.3.6. Operating Conditions

The Internet Banking Service is accessible via the Internet, 7 days a week, 24 hours a day. However, the Customer is informed that the Bank may interrupt the Internet service once a quarter, for several hours for reasons of system maintenance or delivery of a new version of the software used.

In this case, the Customers are informed in advance by a message posted on the Bank's website. In the event of an abnormal prolonged interruption, the Bank undertakes to put all the necessary means to resolve the malfunction as soon as possible.

During normal operation, the Customer is informed that the transfer instructions entered through the service of internet banking are taken into account in the interbank payment systems only during working days, that is to say, not on Saturday, Sunday and public holidays. It is specified that a transfer instruction operated through the Internet Banking service and taken into account in the payment systems of the Bank, is no longer modifiable or can no longer be discontinued by the Customer via the Bank's Internet Banking service.

The Bank assumes responsibility for the proper execution of the instruction transmitted through the Internet Banking channel, in some cases, after confirmation of the instruction has been sent to the Customer and as soon as the latter has confirmed the instruction through the same channel and in others after the transaction has been effected.



5.3.7. Instructions given through the Internet Banking Service

It is agreed between the Bank and the Customer that the consecutive entry of his subscriber number and his confidential code (together the "Personal Code") allow his identification, and proves his consent to the transactions carried out and the attribution of these to the Customer.

Any form of instruction, data, and/or message received through the Internet Banking Service, including when authentication using its security data has been performed under the terms and conditions, the instruction may be considered valid and duly authorised by the Customer. The Bank reserves its right to confirm with the Customer whether the instruction is authentic or valid. The Bank will send a confirmation of the transaction to the Customer via the secure private messaging system on the Bank's website.

These instructions are irrevocable and unconditional and cannot be modified, restricted, extended or cancelled by the Customer.

The Bank remains free to require from the Customer all indications intended to ascertain his identity. It will not incur any responsibility in refusing the execution of instructions given by a person whose identification did not seem to the Bank sufficient.

When there is written confirmation of an instruction already given by fax, the Customer must refer to the instruction previously given. Otherwise, the Bank cannot be held liable for having performed for a second time the instruction, unless gross negligence on its part.



In case of entry and taking into account of an instruction transmitted through the internet banking channel and also by telephone, by means of unsecured teletransmission, it will be up to the Customer alone to take all the necessary precautions to avoid a possible double execution of the instruction. The proof of the telematics orders will be constituted by the computer records of these instructions kept by the Bank. In any case and in the event of a conflict between the telephonic transmission of an instruction and its telematics confirmation, the proof of the characteristics of the instruction transmitted will be constituted by the telephone recording carried out by the Bank, which will take precedence over the confirmation given by the use of the telematics service of the Bank.

The Bank denies all liability for any consequences which may result from delays, errors or omissions in the transmission or content of messages sent by the Customer, as well as their misinterpretation, provided that such delays, errors or omissions are not attributable to it.

5.3.8. Electronic signature

The use of an electronic signature process may be required when carrying out certain transactions on the Bank's website, such as the subscription by the Customer to certain banking products, among others.



5.3.9. Means necessary to use the service

The use of the Internet Banking Service requires appropriate computer and transmission means and, in particular, a functioning internet browser software, a prior subscription to an internet service provider.

The Bank will assume no obligation or liability for the choice of hardware, Internet Service Provider and/or other service providers selected by the Customer. The Bank reserves its right to complete or modify, at any time, its services according to the evolution of technology, it will be up to the Customer alone to ensure the possibilities of evolution of the computer and transmission means at his disposal, for these means to adapt to evolutions in the Bank's telematic services.

5.3.10. Arrangements for the service of Internet banking

- Execution of operations

Upon electronic validation, the instruction is saved. Transactions are executed subject to the balance of the subscriber's account(s) and other commitments. The operations carried out within the framework of Internet Banking will be recorded by the Bank in the context of banking and financial imputation practices.

The addition of beneficiary by the Customer is subject to validation by a One Time Password (OTP) sent by SMS on the mobile number provided



by the Customer or on the paper form according to the provisions in force.

The Bank may collect and process personal data relating to the Customer for the purpose of ensuring secure access to the Bank's website and providing the banking services defined in paragraph 5.3. 5 hereof. This personal data will be accessible to the services of the Bank and/or the entity of BCP Bank (Mauritius) Ltd in charge of providing the service concerned. The personal data of the Customer will be kept for the duration necessary for the purposes stated above and under conditions that will ensure their security.

The Bank may also make this information available to its partners within the limits of the laws and regulations in force in Mauritius.

5.3.11. Information - Complaint

Any statement or statement of account which has not given rise to any dispute or claim under the conditions set out in paragraph 5 .1 above will be considered as definitively approved and shall be deemed acceptance by the Customer of the transactions carried out through the services of Internet Banking.

This provision on the sincerity of instructions received on behalf of the subscriber and the accuracy of their execution is a determinant of the security and reliability of the services to Internet banking. The subscriber



expressly declares to have read it, to adhere to it unreservedly and to be informed that a complaint formulated beyond the deadline would not be admissible anymore.

5.3.12. E-Statements

This service (hereinafter referred to as "e-Statements") allows the Customer, who has made the choice to computerise his account statements and other bank documents, to consult the history. Computerisation is the process of replacing an original document in paper format in favor of an original this time digital of the same document.

The Customer will have the opportunity to view and download in PDF format (Acrobat Reader) the last statement of transactions and/or previous statements relating to his current account.

With the same information, they are published at the same frequency and date of closure as the paper statements and have the same legal value.

However, the choice of this option "e-Statement" implies the waiver of receipt of the paper statement sent by post. Subscription to the "e-Statements" Service is free. But if the Customer wishes to opt for the receipt of the paper statement or if he wishes to obtain a paper copy of his account statements, he can obtain it, at his own expense and according to the tariff related to the printing of copies on paper and which is to be



found in the Tariff Guide approved by the Bank of Mauritius and made available in the Business Centre and on the website <https://www.bcpbank.mu>.

The Bank assumes an obligation of means (obligation de moyens) with regard to the execution of e-Statements Service. The Bank strives to make this service available on an ongoing basis. However, for reasons of maintenance, security or incident on telecommunication networks, access is likely to be momentarily suspended.

The security of the operation of telecommunication networks cannot be guaranteed by the Bank, which cannot be held responsible for the transmission of information or consequences resulting from a lack of security or reliability of the connection terminal used by the Customer.

The Bank cannot be held responsible for any consequences that may result from an error of transmission or manipulation by the Customer.



5.3.13. Proof of requested transactions

Only statements of account sent by post to the subscriber constitute proof between the parties of transactions made on the account and the position of the account of the subscriber.

The proof of the operations carried out can be made by any form of recording according to the means of communication used between the subscriber and the Bank. It is expressly agreed between the parties that the recordings made by the Bank, regardless of the medium, will prevail unless otherwise proven.

Proof of the transactions carried out may also be reported by any means, including the summary of transactions established by the Bank's computer system.

When a written document, duly signed by the subscriber, is a mandatory condition of execution of the proposed transaction, in particular to subscribe to the products and services offered via the remote banking services, the subscriber expressly undertakes to respect this condition. Otherwise, the Bank will be justified in disregarding the requested transaction. It is nevertheless agreed between the parties that the signature via the use of the subscriber number and the confidential code is worth handwritten signature.



5.3.14. Responsibilities

The subscriber and the Bank are responsible for the fulfilment of the commitments they have made in connection with the services of Internet Banking.

The Bank undertakes to implement the necessary means to ensure the subscribers' access to the services of Internet Banking within the framework of an obligation of means. It has taken all the technical measures to protect the confidentiality of accessible information and their transmission. It cannot therefore be held liable unless it is established that there has been a breach of this obligation of means.

The subscriber undertakes in particular to respect the conditions of use of the service, and particularly to respect the instructions related to the security of the service.

Consequently, the Bank cannot in particular be held responsible, and the subscriber will not be able to claim any compensation, for whatever consequences resulting in particular from:

- the non-respect of the procedures for using Internet Banking services,
- delivery and execution times in placing orders,



- fraudulent or abusive use resulting in particular from the disclosure of the subscriber number and the confidential code,
- the communication of false, inaccurate or incomplete information,
- the possible slowness of data transport or saturation, and more generally the quality of this data transport,
- the bad operation or interruption of services for reasons resulting from breakdowns, maintenance operations, force majeure, fortuitous event or the fact of a third party,
- including computer links, or telecommunications network , or power supply, or inadequate computer hardware and software used or telephone equipment.

In the event that the Bank's liability is established, only the personal, foreseeable, material and direct prejudice of the subscriber will be compensated.



5.3.15. Specific recommendations for using Internet Banking

In order to protect the confidentiality of banking data, the Bank invites the subscriber to take all the necessary measures, in particular by deleting banking data as soon as the consultation ends, and by prohibiting access to unauthorised third parties in the event of a download of these banking data to a management software.

In general, the Bank reminds the subscriber that it is his responsibility to protect the data and/or software stored or loaded, and/or the computer equipment used, from contamination by viruses or intrusion attempts, whatever they are.

5.3.16. Duration - Termination - Suspension

Access to the services of Internet Banking is open for an indefinite period. Either party may terminate it by registered letter with acknowledgment of receipt at any time, subject to 15 days' notice being given without having to indicate or justify the reason. The termination takes effect at the end of the current month.

In any case, access is interrupted when the account is closed. In addition, the Bank reserves its right to suspend the execution of all or part of the services of Internet Banking without any notice or formality, in case of use which does not comply with the present General Terms and Conditions, particularly in the event of non-payment of the subscription.



5.3.17. Charges

The cost of the subscription to the services of Internet Banking is specified in the Tariff Guide applicable to the customers of the Bank.

In addition, the subscriber acknowledges having been informed that the services and/or operations solicited and/or carried out, in particular via the Internet Banking services, may give rise to charges for which the subscriber acknowledges having read and in particular are available and displayed in the Business Centre. For this purpose, the subscriber expressly authorises the Bank to deduct from his account any sums which the subscriber may owe it for the benefits and services provided. Any default in payment would allow the Bank to suspend benefits without notice or formalities.

These tariffs are subject to change, the Bank undertakes to inform the subscriber in advance of such change under the conditions set out in paragraph 6.2 "Revision of Charges".

5.3.18. Miscellaneous

The services of Internet Banking are subject to the private rights of the Bank and no other use than that expressly authorised by this agreement, in particular reproduction or representation, in whole or in part, can be made.



6. BANKING CHARGES

6.1. Charges in relation to products and services

The transactions and services which are the subject of a unit collection by the Bank, interests, commissions and miscellaneous charges, are specified under different headings of the table 'Banking Charges'.

This document indicates the interest rates, the amount of commissions, value dates and miscellaneous charges applied by the Bank for these operations and services.

These conditions and rates are subject to change.

6.2. Revision of Charges

Charges may change from time to time as a result of legislative or regulatory measures; in which case the change takes effect on the date of entry into force of the measures concerned, without prior notice or advance notification.

In addition, the list of products and services which are subject to the Bank's collection of interests, commissions and miscellaneous charges, as well as the interest rates, the amounts of these commissions and the miscellaneous expenses are liable to be modified by the Bank.



The Bank will inform the Customer of the evolution of the charges relating to products and services by one of the means specified by the "Code of Banking Practice" of the Mauritius Bankers Association.

The Bank reserves its right to modify the products and the conditions attached thereto. The notification of any change by the Bank will be done by any means (ex: display in /Business Centre, note on statements of account, website etc.)

7. OTHER AMENDMENTS BROUGHT TO THE GENEREAL TERMS AND CONDITIONS

7.1. Amendments due to legislative or regulatory measures

The provisions of these General Terms and Conditions may change due to legislative or regulatory measures; in this case the changes take effect on the date of entry into force of the measures concerned without prior notice or advance notification.

7.2. Contractual Amendments

The Bank may make changes to the present Terms and Conditions. The Bank will inform the Customer of these changes through means specified by the "Code of Banking Practice" of the Mauritius Bankers Association. In addition, to the extent that these changes involve a choice of the Customer, the Bank will propose a choice of options and a choice by default.



8. DURATION AND CLOSURE OF THE ACCOUNT

The Accounts are open for an indefinite period and are closed as per the conditions mentioned below.

The account is closed automatically in the event of the holder's death (for joint accounts, see paragraph 1.5)

Apart from this assumption, the account may be closed on the initiative of the holder, without notice and by registered letter with acknowledgment of receipt or signing a form in the Business Centre.

In case of fraudulent use of the account or any of the services linked to the account or for any other reason whatsoever, the Bank may also terminate the account at any time by registered letter with acknowledgment of receipt and by giving ten (10) days' notice.

The closure must be accompanied by the restitution of all withdrawal and payment instruments (cards, unused cheque forms, etc.) held by the holder or his agents. In case of non-restitution, it is presumed that they have been destroyed by the account holder.

The account holder must also take the necessary steps to settle the outstanding transactions (cheques issued ...) before the expiry of the 10 days period.



After settlement of these transactions, the Bank will remit to the holder any credit balance.

In the event of an overdrawn balance, the sums in question must be paid immediately to the Bank. Failing which, they shall produce interest until full repayment at the rate and in accordance with the modalities indicated in paragraph 4 .1; if applicable, these interests will be accrued each year.

The Bank collects a processing fee for any account closure.

If an account becomes inactive, that is

- An account is considered as inactive where there has not been any transaction induced by the customer in the account for a consecutive period of 9 months.
- The Bank shall apply any fees applicable as per its Tariff Guide once an account turns to inactive.
- The Bank reserves the right to change the inactivity period.

Inactive account:

If an account becomes inactive, implying that there has been no customer-induced transaction on the account for 9 consecutive months, a letter is sent to the customer informing him of the situation and of the processing fee to be levied from his account.

The Bank reserves the right to review the timeframe for an account to be considered as inactive.



Dormant account:

If an account becomes dormant, implying that there has been no customer-induced transaction on the account for 12 consecutive months, all transactions are restricted on the account and a letter is sent to the customer informing him of the account status. To operate the account again, the customer will have to complete the reactivation formalities as per the Bank's procedures. In the absence of a request for reactivation from the customer during a period of 1 month, the Bank may:

- proceed with the closure of the account and remit the funds to the customer; or
- remit the balance standing to the credit of the account, after deduction of the processing fee, to the Bank of Mauritius as abandoned funds.

Abandoned Funds

Abandoned Funds is governed by Section 59 of the Banking Act 2004. The credit balance of an account is considered 'Abandoned Funds' if no transaction has been induced by the client on the account for an uninterrupted period of 7 years. Then a notice is sent to the client informing him of the status of the account. If the customer wishes to operate the account again, he will have to initiate the reactivation formalities in accordance with the bank's procedures. However, if no action is taken by the client within a period of 6 months after the notice was sent, the bank shall transfer the said amount to the Central Bank, without any further formality, after deducting the relevant charges as applicable as per its Tariff Guide and closing the account. The abandoned funds remain the property of the



account holder and the latter can, at any point in time, reclaim this amount through the Bank only, by completing the formalities to recall the funds.

9. CALL CENTRE

In addition to the other communication channels, the Customer may interact with a live agent from the Bank's Call Centre and obtain information on certain banking transactions and services offered by the Bank in accordance with the following terms and conditions.

Through its call center, the Bank may provide information, details and suggestions on its various products and services and can also seek to introduce them to customers. This information would include details on the benefits and strengths of these products and services.

The scope of the services that this channel of communication can provide to Customers covers, but is not limited to, the possibility of offering the opening of MUR or foreign currency accounts, savings accounts, term deposits and credit facilities and the internet banking service. The Call Centre may also take the responsibility of fixing appointments with the Business Centre or Private Banking according to the preferences and requirements of the Customer and/or the availability of the bank's representatives.

However, these discussions and conversations between the Customers and the Call Centre are for informational purposes only and in no way constitute consultations. This communication channel connects the Customer and the Bank



by allowing the Customer to express his doubts and seek, through telephone conversations, additional information on a product or service.

When seeking information via the phone banking system of the Bank, the call centre may require the Customer to provide its credentials and/or that the Customer is obliged to answer some standard questions asked by the live agent. Through this communication channel, the Bank undertakes, in accordance with the provisions of the Banking Act 2001, to protect the confidentiality of all customer data.

The Bank is likely to record the conversations received through its Call Centre. Recordings made by the Bank will be and will remain the exclusive property of the Bank and will be accepted by the Customer as the sole proof of such recorded conversations. The Bank may provide copies or extracts of such records to any judicial, arbitral or regulatory authority.

In order to promote effective communication between Customers and itself, the Bank may offer its Relationship Manager and its Customers the ability to communicate via Skype or video conference via electronic applications such as Viber or Whatsapp or any other software approved by the Customer and the Bank.

Using these channels of communication:

1. The Customer and any service user undertake to respect the conditions of use established by the service provider.



2. The Customer assumes full responsibility for any failure or deficiencies in the mode of communication, including service malfunctions and security weaknesses.
3. The Customer and any service user agree to the transmission of his personal data outside of Mauritius when the chosen software requires it.

10.CONFIRMATION OF CERTAIN TRANSACTIONS BY SMS

The Bank may require an OTP (One-time password) to authenticate the Customer's identity for particular transactions and/or instructions given by the Customer through the Internet Banking Service and/or any other banking service offered by the Bank.

In order to use the OTP verifications, the Customer must register his mobile phone number with the Bank to activate the SMS Security Service.

This code is sent by SMS to the mobile phone number of the Customer. The code is valid for sixty seconds. Beyond this time limit, if the transaction entered has not been confirmed by entering the strong authentication code provided by SMS on the Bank's website, the transaction is automatically cancelled.

If the Customer does not wish to communicate a mobile phone number, certain transactions may be made only through a paper request and signed by the Customer.



The Customer acknowledges and accepts that the mobile phone number which has been communicated to the Bank constitutes a strictly personal identification element. It must never be transmitted to a third party, and any operation performed using the customer's mobile phone (for example, entering a single-use code sent by SMS) will be presumed to have been made by the Customer. The Customer must immediately report to his Relationship Manager any loss or compromise of his mobile phone.

11. ELECTRONIC SIGNATURE

The Customer may be required to electronically sign some of the documents necessary for the subscription of certain products, the carrying out of certain transactions, as well as the signing of any type of document in connection with the provision of the Bank's services.

The electronic signature system used on the Bank's website constitutes an electronic signature system within the meaning of the "Electronic Transactions Act 2000" ("ETA") and therefore expresses the signatory's consent to the obligations arising from the electronically signed document.

The Customer agrees that in case of dispute:

- the identification elements, electronic signature certificates, and electronic signatures are admissible in court and constitute proof of the data, the consent and facts they contain and the signatures they express;
- the time stamps are admissible in court and constitute proof of the data and facts they contain;



- the documents exchanged through the Bank's website are admissible in court and constitute proof of the data and facts they contain;
- the electronic signature affixed on a document via the Bank's website has the same legal effect as a handwritten signature.

12. MODES OF PROOF

In particular, the Bank may prove any act or fact by means of its computer recordings, telephone recordings, telematic recordings, video, emails, faxes or any other commonly accepted modes of proof. The Customer agrees that the Bank will validly correspond with him via the aforementioned means of communication and expressly authorises it to carry out, for probative, regulatory and service improvement purposes and within the limits provided for by the legal provisions, any recording of phone conversations.

For transactions carried out on the Customer's account, the Customer and the Bank agree that:

- the fax, or its photocopy in the possession of the Bank, or the electronic message via the Customer's personal space on the Bank's secure website: <https://www.bcpbank.mu> will bind the Bank under the same conditions as a writing with a handwritten signature, both for the content and for the transmission of the order;



- Proof of the transactions and the justification of their registration in the account, unless proven otherwise by any means by the Customer or dispute of the entries within the time limits provided for in the Agreement, will be constituted by the computerised records (telephone, electronic, computer, or of the same type) or their reproduction on any other medium of the orders given by the Customer in writing or through any other mode.

These recordings or their reproduction will be preserved by the Bank and will constitute proof of their content.

13. OTHER MODES OF COMMUNICATION

13.1 E-MAIL

The Bank may also send e-mails to its customers to inform them of new products and/or services and to provide them with useful information.

13.2. SMS

In addition to its other communication channels, the Bank reserves the right to communicate with its customers, for commercial purposes, by SMS (Short Message Service) and/or electronic mail. The Bank reserves also the possibility of using application software such as chat bot and live chat for information purposes. SMS notification is a default mode of communication from the moment the Customer(s) has/have entered a valid mobile phone number with the Bank.



Customers will be able to refer any communication of commercial material by SMS or any other mode used by the Bank by following the instructions to activate this service.

14.ONLINE PROFILING TOOL

The online profiling tool, made available to Customers by the Bank on the website www.bcpbank.mu, is for informational purposes only and in no way constitute consultations.

The Bank declines all responsibility for any loss or damage arising directly or indirectly from the Customer's final decision based on information or material provided by the Online profiling tool. In particular, no guarantee is given that the information, materials or data are accurate, reliable or up-to-date.

15.NEW SERVICES

The Bank may consider introducing other products in the future.

These products, once authorised by the competent authorities, will be governed by this agreement and its contents.



16. DATA PROTECTION

By agreeing to these Terms and Conditions, you hereby agree to the provisions of the Bank's Privacy Policy of which you may request a hard copy at the time of signing this document or which you may access on the Bank's website operated under the domain name: www.bcpbank.mu

17. DISCLAIMER / AMENDMENT TO THE PRESENT TERMS AND CONDITIONS

The provisions of these terms and conditions may change due to legislative or regulatory measures: in this case, the changes take effect on the date of entry into force of the measures concerned, without prior notice or advance notification.

The Bank may make changes to the provisions of these general terms and conditions, in particular to adapt them to customer needs and technical changes ; the Bank may inform the Customers of such modifications by any means it deems appropriate; In addition, in the event that these changes involve a choice on the part of the Customer, the Bank proposes a choice of options and a default choice; The Customer will then have a period of one month from the notification of this information to contest any such changes and request the termination of his subscription to a service or a product to which a modification is made or even ask for the closure of its deposit account among others, by registered letter addressed to the Business Centre. The absence of any



objection on the part of the Customer within this period, or the absence of a response to the Bank's proposal soliciting him or her regarding a choice of options, implies acceptance of the modifications or acceptance of the choice of option proposed by default.

Any changes to these terms and conditions will be displayed on the Bank's website and Customers are encouraged to consult the website regularly.

18. LAWS APPLICABLE AND JURISDICTION OF COURTS

The present general terms and conditions are subject to, interpreted and executed according to the law of the Republic of Mauritius.

Any dispute falls under the exclusive jurisdiction of the Courts of the Republic of Mauritius.



19. THE SPECIFIC CONDITIONS RELATED TO THE DIFFERENT ACCOUNTS

The specific terms and conditions for each of the following specific products must be read in conjunction with the Bank's general terms and conditions. This will apply for any other product which the Bank may offer from time to time."

When opening all types of accounts, including foreign currency accounts, the payment and maintenance of a minimum fixed amount, which may vary according to circumstances, by the Bank must be respected.

Products	Details
19.1. THE CURRENT ACCOUNT	
19.1.1. INTEREST-BEARING CURRENT ACCOUNT (CCR)	
	The Interest-Bearing Current Account is a bank account in MUR only, which allows to benefit from a minimum of banking operations: • Payments (cash, cheques) • Withdrawals (cash, transfers, debits, etc.) • Direct Debit wages



	• Means of payment (Bank Card - immediate debit, one-off transfers, standing orders, direct debits) • Half yearly statements • BCP Bank (Mauritius) Direct and Mobile Banking
2. Holder & Subscriber	Anyone over the age of 18 (individuals/ professionals), including non-residents.
3. Characteristics	▪ It is not possible to offer an authorised overdraft facility or a deferred debit card on the CCR. Only the current account allows the attribution of these 2 functions. ▪ The Interest - Bearing Current Account is an account which can alternatively be a credit account and a debit account ▪ Any type of payment method may be attached except the chequebook and the deferred debit card.



	▪ This account cannot be the loan repayment account for deferred debit cards and/or the repayment of any types of loan. ▪ Maximum Duration: Unlimited ▪ Minimum initial deposit: MUR 1000 when the account is opened.
4. Operation	The interest-bearing current account is a bank account whose operation is identical to that of a conventional current account. It nevertheless offers the possibility of benefiting, under certain conditions, from a remuneration of the sums deposited therein. Sums deposited in an interest-bearing current account produce interest, calculated daily. These interests are accrued to the interest bearing account at the end of a semester.
5. Availability of funds	Deposits from an interest-bearing current account are permanently available through means of payment, debits or cash withdrawals.
6. Support Account	The interest-bearing current account does not have a support account but can itself act as a support account for certain products/ services.



7. Remuneration	The interest rate proposed by the BCP Bank (Mauritius) is currently TBE - 1%
8. Calculation of interest	- Interest is calculated daily from MUR 7000 - They are paid every six months, on 30/06 and 31/12 of each year.
9. Deposits	Cash deposits capped at MUR 500,000.
10. Withdrawals	Withdrawals are unlimited, free and available at any time.
11. Charges	Account management fee according to current tariff. Closing fees according to the current tariff.
12. Penalty	If the account is overdrawn, the fees will be charged according to the current tariff. In case of overrun on the CCR, interest charges are calculated on a daily basis and debited from the customer's account every last working day of the month at TBC + 11%.
The Bank reserves its right to revise the terms and conditions of these products and/or to make changes to the provisions of these terms and conditions of these products and/or to cancel a product at any time, in	



accordance with the general terms and conditions. These changes will be displayed on the Bank's website and/or communicated to the Customers with 30 days' written notice and/or by email and/or by SMS.

19.2. THE SILVER SAVINGS ACCOUNT

1. Definition	The Interest-Bearing Silver Savings Account is a bank account in MUR only, which allows to benefit from a minimum of banking operations: • Payments (cash, cheques) • Withdrawals (cash, transfers, debits, etc.) • Direct Debit wages • Means of payment (Bank Card - immediate debit, one-off transfers, standing orders, direct debits) • Half yearly statements • BCP Bank (Mauritius) Direct and Mobile Banking
2. Holder & Subscriber	Any Mauritian over the age of 55 (individuals/ professionals). Any Non-Citizen with Resident Permit over the age of 50.
3. Characteristics	▪ It is not possible to offer an authorised overdraft facility or a deferred debit card



	on this type of account. Only the current account allows the attribution of these 2 functions. ▪ This account, can alternatively be a credit and a debit account. ▪ Any type of payment method may be attached except the chequebook and the deferred debit card. ▪ This account cannot be the loan repayment account for deferred debit cards and/or the repayment of any types of loan ▪ Maximum Duration: Unlimited ▪ Minimum initial deposit: MUR 75,000 when the account is opened.
4. Operation	The interest-bearing current account is a bank account whose operation is identical to that of a conventional current account. It nevertheless offers the possibility of benefiting, under certain conditions, from a remuneration of the sums deposited therein.



	Sums deposited in an interest-bearing current account produce interest, calculated daily. These interests are accrued to the interest bearing account at the end of a month.
5. Availability of funds	Deposits from this interest-bearing account are permanently available through means of payments, debits or cash withdrawals.
6. Support Account	The Silver Savings Account does not have a support account but can itself act as a support account for certain products and services.
7. Remuneration	The interest rate proposed by the BCP Bank (Mauritius) is currently TBE +0.25%
8. Calculation of interest	- Interest is calculated daily from MUR 75,000 - They are paid on a monthly basis.
9. Deposits	Cash deposits capped at MUR 500,000. Transfers and cheque deposits over MUR 500,000 are allowed without limit of amount and with supporting documents (case to case basis).
10. Withdrawals	Withdrawals are unlimited, free and available at any time.
11. Charges	Account management fee according to current tariff Closing fees according to the current tariff
12. Penalty	If the account is overdrawn, the fees will be charged according to the current tariff.



	In case of overrun on this account, interest charges are calculated on a daily basis and debited from the customer's account every last working day of the month at TBC + 11%.
--	--

The Bank reserves its right to revise the terms and conditions of these products and/or to make changes to the provisions of these terms and conditions of these products and/or to cancel a product at any time, in accordance with the general terms and conditions. These changes will be displayed on the Bank's website and/or communicated to the Customers with 30 days' written notice and/or by email and/or by SMS.

19.3. THE SAVINGS ACCOUNT

19.3.1. THE SAVINGS UP ACCOUNT

1. Definition

"Savings Up" is an interest-bearing savings account, only in MUR, whose funds are available at any time. It is a savings account with a higher remuneration than a conventional savings account.

The "Savings Up" allows customers to:

- to benefit from a monthly remuneration with bonus savings rates



	- to enjoy a loyalty bonus every 6 months.
2. Subscriber	Any natural person (individuals), including non-residents. A customer can only hold one Savings Up. This product is reserved only for Personal Banking (Retail)
3. Operation	The Savings Up works like an ordinary savings account: - Unlimited and free deposits are acceptable. - Savings are available at any time. - Withdrawal is allowed without penalty at the Business Centre and through internet banking. - Possibility to carry out local and international transfers. - The sending of statements of account every six months is free.
4. Characteristics	(a) Initial Deposit



- MUR 5,000

(b) Rate

The annual interest rate is TBBE + 0.15%. The rate and margin applied may be revised by the Bank, with 30 days' notice to customers.

Loyalty Bonus

The Bank rewards the loyalty of the customer by boosting the remuneration of the account twice a year.

There are 2 bonus sets:

- 6 % bonus are calculated on total accrued interests over the first 6 months from account opening date, and are credited on the last day of the calendar period set for bonus calculation.
- 12 % bonus are calculated on total accrued interests over the last 6 months from account opening date, and are credited on the last day of the calendar period set for bonus calculation.



	The Bank reserves the right to revise the bonus percentages with 30 days' written notice and/or by email to its customers. Bonuses are credited on the last day of the calendar period set for bonus calculation (after monthly interest payment). At the end of 12 months, the bonus counter is reset to zero. The operation starts again for the next calendar year (from 01/01 to 31/12 of each year). Note that Interests and bonuses are added to the capital, increasing the capital and thereby generating further increases in interests. (c) Duration Unlimited (d) Remuneration Calculation of interest • Interest is calculated on a daily basis.
--	---



- Interest is credited monthly to the account. No interest will be paid below the balance of MUR 50,000.
- 6 % bonus are calculated on total accrued interests over the first 6 months from account opening date, and are credited on the last day of the calendar period set for bonus calculation.
- 12 % bonus are calculated on total accrued interests over the last 6 months from account opening date, and are credited on the last day of the calendar period set for bonus calculation.

(e) Deposits

Payments are free and unlimited:

- at the counter.
- on Internet banking
- by transfer from internal account to Savings Up account



- by one-time external transfer (External accounts to Savings Up)

No minimum amount of deposit is required.

Note: It is possible to receive standing orders (external or internal)

(f) Withdrawals

Withdrawals are free and unlimited; they can be made at the counter and through Internet-banking by local and international transfers.

The 'Savings Up' account does not have a credit card and does not offer the eparfix/ eparplus service.

No minimum withdrawal amount is required.

At any time, the holder may request the closure of his account and withdraw the funds. In this case, an interest order is drawn up and credited to the account on the day of closure.

(g) Maximum Balance



	There is no maximum balance on this account. (h) Charges No opening fees or account maintenance fees are charged for the Savings Up account. Closing fees according to the current tariff.
The Bank reserves its right to revise the terms and conditions of these products and/or to make changes to the provisions of these terms and conditions of these products and/or to cancel a product at any time, in accordance with the general terms and conditions. These changes will be displayed on the Bank's website and/or communicated to the Customers with 30 days' written notice and/or by email and/or by SMS.	
19.3.2. TIERED SAVINGS ACCOUNT	



1. Definition	The tiered savings account is a savings solution available only in MUR, which allows to benefit from a more attractive remuneration at each new level of deposit.
2. Holder & Subscriber	Any individual over the age of 18 (individuals), including non-residents. This account is no longer marketed to professionals and companies. However, pre-existing tiered savings account, which are still held by professionals and businesses, will no longer be remunerated. The same Customer may hold more than one tiered savings account.
3. Characteristics	• This product is intended for the personal banking only (retail). • On opening, the account requires an initial minimum deposit: Rs. 5,000 (below balance - MUR 5,000 - no interest will be earned) • No means of payment can be attached to the tiered savings account (credit cards, direct



	debits, standing orders, EparFIX). Nevertheless, he will be able to benefit from the following services and benefits: • Transfer from account to account, even beneficiary accounts. • Transfers to another internal BCP Bank (Mauritius) beneficiary • One-time transfers
4. Operation	The tiered savings account allows you to have a different remuneration depending on the amounts deposited into the account under certain conditions.
5. Support Accounts	The support account can be a current account, an interest-bearing account, or a Silver Savings Account. This account is used to support automatic transfers to fund a savings plan. This account is also the recipient account for the payment of capital and interest at maturity of the savings plan or on its early closure.



6. Remuneration	The sums deposited in the tiered savings account are remunerated at a progressive savings rate set freely by the Bank. • Remuneration is progressive depending on deposit levels, indexed to tiered savings account base rate (TBBEP) • Interest is calculated every fortnight/daily and credited monthly. • The calculation of interest takes into account the value date of the various transactions. Therefore: • the deposits will earn interest as from the first day of the fortnight following the deposit, • the amounts withdrawn will cease to be remunerated as from the first day of the fortnight of the withdrawal.
7. Rate	



		<u>Paliers</u>	<u>Taux + Marge</u>
		Rs 0 à 4999	0
		Rs 5000 à 24,999	Taux de Base EP à Paliers
		Rs 25,000 à 99,999	Taux de Base EP à Paliers + 0.10%
		Rs 100,000 à 499,999	Taux de Base EP à Paliers + 0.25%
		Plus de Rs 500,000	Taux de Base EP à Paliers + 0.50%
8. Example of application of the rate on the deposit levels :	For an amount of Rs 510,000, the first range of Rs 4,999 is remunerated at a rate of zero. The second range is equal to the TBBEP rate, the third range of TBBEP + 0.10%, the fourth range has a TBBEP rate of + 0.25% and the remaining range of Rs 10,000 is remunerated at TBBEP + 0.50%.		
9. Withdrawals	Unlimited withdrawals, free, no minimum amount required. At any time, the holder may request the closure of his account and withdraw the funds. In this case, an interest order is drawn up and credited to the account on the day of closure. No penalty is applicable.		
10. Deposits	Unlimited, free, no minimum amount required. One-time transfer allowed.		



11. Charges	• No charges. • Closing fees according to the current tariff
The Bank reserves its right to revise the terms and conditions of these products and/or to make changes to the provisions of these terms and conditions of these products and/or to cancel a product at any time, in accordance with the general terms and conditions. These changes will be displayed on the Bank's website and/or communicated to the Customers with 30 days' written notice and/or by email and/or by SMS.	
19.3.3. STEPPER SAVINGS PLAN IN MUR	
a) Specific savings products 1. Definition	Savings contract with regular payments and fixed term. Remunerated at a higher rate than that of the Savings Account (Savings rate + margin), it allows access to all types of loans offered by us at a reduced rate or other advantages, subject to acceptance of the file.
2. Holder	Anyone over the age of 18, including non-residents (individuals). The same person can only hold one Stepper Savings Plan.



3. Characteristics	Contractual term: 6 years, with possibility of closing from 4 years, without penalty. Minimum balance: MUR 10,000 Minimum initial deposit: MUR 10,000 Maximum initial deposit: MUR 200,000 Maximum balance: MUR 2,000,000 The maximum balance of MUR 2,000,000 includes the amount of accrued interest on the Stepper Savings Plan.
4. Operation	Contributions Scheduled deposits: MUR 12,000 minimum/year; Frequency: Monthly, quarterly or half-yearly, determined at the time of signing the contract; Possibility of modifying through amendment(s), during the lifetime of the contract, the amount of scheduled deposits Additional contributions Additional unlimited deposits on the Stepper Savings Plan are authorised: Cash payments,



	cheque deposit(s), internal transfer, external transfer. The minimum amount per transaction is MUR 1,000
5. Withdrawal	No withdrawal from the Stepper Savings Plan account will be possible, except transfer at the expiry of the Plan or in case of breach of contract.
6. Annual remuneration	Current Savings Account rate + margin of 1, 50%. The Savings Account rate is reviewable; the margin remains unchanged. Annual interest credited and accrued at December 31.
7. Bonus	If no incident was noted on the plan and that it was correctly funded for the past six (6) years, a bonus of 25% on the interests perceived on the 6 th year.
8. Charges	The current management of the Plan is free.
9. Account statement	Published and dispatched quarterly, once the account was operated in the previous quarter.
10. Non-compliance with the contract	Penalties for early closure: Any withdrawal before the 4-year term will result to a permanent closure of the Plan, with the application of a penalty. If the customer decides to close the Plan before the 4th year: the rate applicable will be the Base Savings Rate. The margin of 1.50% will not apply.



	If the plan reaches the threshold of MUR 2,000,000 before the 4th year, the customer will have two options: 1. Convert the Plan into a Term Deposit. No penalty will apply, the interest paid will be Base Savings Rate + 1.50% or 2. The customer decides to close the plan: only the Base Savings Rate will apply. The margin of 1.50% will not apply to the amount in excess of the maximum limit. Failure to fund the plan: If the Savings Plan is not funded after 6 consecutive months, the Bank reserves the right to close the Savings Plan and transfer the balance (calculated according to the conditions of non-compliance with this agreement) to the customer's support account without prior notice.
11. Support Account	The support account can be a current account, an interest-bearing account, or a Silver Savings Account. This account is used to support automatic transfers to fund a savings plan. This account is also the recipient account for the payment of capital and interest at maturity of the savings plan or on its early closure.



10. Loan	As from year 2 The customer will benefit the following: (subject approval of the loan application): - 50% discount on processing fees on personal loans. - Zero processing fees applicable on housing loan. After 4 consecutive years of subscription: - 0.10% discount on our standard rates on personal loan, student loan and car loan. - 2% margin between the term deposit pledged in our books and the "Avance sur Epargne". - Discounts on processing fees are also applicable as mentioned above.
-----------------	---



19.3.4. Term Deposits and Term Accounts	The Bank offers its Customer the possibility of having term deposits and term accounts, in Mauritian rupees as well as in foreign currencies. Term deposits and term accounts are subject to conditions specific to each deposit depending on the amount and currency concerned. Unless there is contrary instruction by the Customer, received fourteen business days before the expiry date, term deposits are automatically renewed for a period of the same duration, subject to the conditions and rates in force at the time of the renewal.
19.3.5. Integral part The annex hereto forms an integral part of the present terms and conditions.	