



Terms and Conditions
Mobile Banking (Juice)
for Individual

JUICE TERMS AND CONDITIONS

Preamble

Whereas

- A. The Mauritius Commercial Bank Limited (the “MCB” or the “Bank”) has developed a Mobile Banking system through which it provides customers with access to selected services via the internet on their mobile phone or other mobile devices (the “Device”) and comprising service options, as detailed in the present agreement as well as in the Terms and Conditions for the provision of MCB Mobile Banking service accessible on the MCB website at https://on.mcb.mu/tcs_mobile_banking, and which the customer hereby declares having perfectly understood¹; and
- B. By completing the corresponding mobile banking registration formalities electronically, the Customer has (i) agreed to be bound by the present agreement and its annexures, appendices, attachments and schedules, if any; and (ii) requested the MCB to provide Mobile Banking through its Mobile Banking systems, which the Bank has agreed to.

1. Definitions and Interpretations

The following expressions used in the present agreement (the “Terms and Conditions”) shall have, except where not appropriate in the context, the meanings as described hereunder. The headings in these Terms and Conditions are for convenience only and shall not affect their construction or interpretation. The plural shall include the singular, the masculine the other genders, and vice-versa. The terms “Registered Juice User” or the “Customer” shall be used interchangeably and refer to the same person.

Account Number means (i) any current, savings, fixed deposit, debit and credit card, portfolio or such other account opened by the Customer in the books of MCB; and (ii) all securities accounts opened with, and administered by, an MCB entity.

API means Application Programming Interface.

Biometrics means are biological measurements — or physical characteristics — that can be used to identify individuals. For example, fingerprint mapping, facial recognition.

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

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

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

Investment Portfolio Services means (i) the access granted to the Customer, under these Terms and Conditions, to his investment portfolio(s) (if any) held by or under the management, or custody, of MCB Stockbrokers Limited, MCB Investment Management Co. Ltd and/or the custody business unit of the Bank; and (ii) the access granted to the Customer, under these Terms and Conditions, to investment products which may be offered, from time to time, by the MCB and MCBCM Entities (as defined below).

Juice: The Mobile Banking platform, including mobile payment, of The Mauritius Commercial Bank Limited.

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

Juice Default account for receiving funds: Automatic registration as beneficiary on Juice enabling a Registered Juice User to receive funds on the Registered Juice User’s chosen account through the Customer’s registered mobile phone number.

Juice Default account for payments: Automatic registration of a customer’s chosen account when making any payments. This option is available on registration, settings and making a payment for the first time via Juice.

Registered Mobile Phone Number: Mobile phone number registered in the MCB’s records pertaining to the Registered Juice User.

Login Password: The login password of the Customer, and which, along with his User ID as provided to him by the MCB, provides the Customer with privileged access to selected services of the MCB and to his account(s).

MCBCM Entities means MCB Capital Markets Ltd or any of its relevant subsidiaries (including, but not limited to, MCB Investment Management Co. Ltd. and MCB Stockbrokers Limited), by or through which an investment product is being offered.

MCB IB: Internet banking services as provided by the MCB, and which may be accessed via Devices.

MNO: Mobile Network Operator.

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

Verification Code: The Verification code is a system-generated code sent by Short Messaging Service (SMS) to the Customer’s mobile phone to complete the Device Pairing process.

¹ It is hereby agreed by and between the Customer and the MCB that the Terms and Conditions FOR THE PROVISION OF MCB MOBILE BANKING SERVICE are to be read in conjunction with the present agreement, and that, in case of inconsistencies and/or conflict between any terms and/or conditions in those two agreements, those of the present agreement shall prevail.

OTP: One-time password is a system-generated code sent by SMS to the Customer's mobile phone to confirm a Juice transaction, when the transaction amount is above the Threshold Limit.

PayPal: PayPal Holdings, Inc., an American multinational financial technology company operating an online payments system, with its corporate headquarters at 2211 North First Street, San Jose, California, in the United States of America.

Privacy Policy: Legal document accounting on the way customer's data is gathered, disclosed and used.

Push Notification: Notifications send to a Customer on his smartphone for informative purposes.

Registered Juice User, Customer: Refer to the person who is an MCB account holder, who has accepted the terms and conditions governing Juice services, and who has successfully completed the enrollment process on Juice.

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

VISA: Visa Inc., an American multinational financial services corporation headquartered in Foster City, California, in the United States of America, which facilitates electronic funds transfers throughout the world, most commonly through Visa-branded credit cards, debit cards and prepaid cards

2. Use of Juice

2.1 Services and Transactions Offered

The services and transactions offered on Juice may include, but are not limited to, the following:

- Mobile Payment Services:
 - a. Initiate Person to Person (P2P) Payments ("Transfers");
 - b. Pay an MCB agent in exchange of goods and services ("Payments");
 - c. Send funds to a third party for Cardless Cash at the MCB's automated teller machines ("ATM's"),
- Offers section;
- Bill payment;
- Cards companion;
- Account summary and management;
- Mobile refill;
- PayPal enabled services;
- Push notification
- Investment Portfolio Services; and
- Buying on MCB Juice

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

2.3 Mobile payment transactions are subject to a transaction limit agreed upon between the MCB and the Customer at the commencement of these Terms and Conditions, and which may vary from time to time.

2.4 The Bank shall not under any circumstance interfere with or accept responsibility for any disputes arising in respect of goods or services acquired, or transactions made, through a mobile payment transaction.

3. Availability

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

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

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

4. Conditions of Use of Juice

The Customer acknowledges that:

- 4.1 To start using the Juice application, the Customer must first download the application on Google Play Store or App Store and register himself using either his debit card, credit card, or MCB IB credentials.
- 4.2 Upon registration, the Customer shall perform the Device Pairing process on his Device,
 - 4.2.1 Log in on the Juice application using his debit card, credit card, or MCB IB credentials.
 - 4.2.2 Accept the present Terms and Conditions.
 - 4.2.3 Confirm his mobile phone number as per the Bank's records. A verification code will be generated and sent by SMS to the Customer on his mobile phone number to validate the confirmed mobile number to complete the Device Pairing process. If the customer's mobile phone number is missing in the Bank's records or is not up to date, the Customer should call at the Bank in person or call our Contact Centre on 2026060 for registration and update purposes.
 - 4.2.4 Enter the verification code received by SMS.
 - 4.2.5 Set and confirm his mPIN.
 - 4.2.6 Set Biometrics features (if the mobile phone is equipped with Biometrics features).
 - 4.2.7 Confirmation message displayed for successful registration.
 - 4.2.8 Log into the Juice application.
 - 4.2.9 Select the DFTL, which is the maximum amount a Customer can transact on Juice on a daily basis.
 - 4.2.10 Select the MCB account number to be credited with regards to the 'Juice Beneficiary Registration'.
- 4.3 The Device Pairing process is applicable only for accessing the Juice application on a mobile device.
- 4.4 If the transaction amount (Except for an own account transfer, payment of an own MCB credit card, trade settlements and associated costs, fees and charges) exceeds the Threshold Limit set by the Bank, an OTP will be sent by SMS to the Customer to complete a transaction on Juice.
- 4.5 Depending on the Registered Juice User profile, the Customer may be required by MCB to confirm transactions, including those pertaining to trading, custodian, and investment portfolio services, by using an OTP.
- 4.6 Certain functionalities will need to access information on the Customer's Device to work. By using such functionalities, the Customer consents to the Juice application accessing his Device and information. The Customer may also manage how the Juice application accesses his Device or information using privacy settings on his Device (for iOS and Android).
- 4.7 The Registered Juice User shall ensure, before accessing "Juice", that his Device is not equipped with any User ID and Password memorising facility.
- 4.8 The use of and/or downloading of any file/software from the Internet, be it from Juice or not, shall be at the Customer's own risk and shall be subject to the Terms and Conditions imposed by the licensor of the software which, in all cases, shall be considered as "third party software".
- 4.9 As and when the Customer uses the Investment Portfolio Services, the Customer shall be deemed to have consented to the disclosure of any information exchanged with the Bank in relation with his respective investment portfolio(s) subject-matter of the Investment Portfolio Services. The Bank shall, in the performance of its obligations under the present Terms and Conditions, treat all confidential information pertaining to the Customer in strict confidentiality and in conformity with applicable laws and regulations, as amended from time to time.
- 4.10 The Customer agrees that, prior to accessing the Investment Portfolio Services, he shall be required to provide a one-off acceptance that he has read and understood the Terms and Conditions by clicking "Agree" on Juice. The Customer shall thereafter be asked to agree to any subsequent change(s) to said Terms and Conditions.
- 4.11 The Customer shall also be required to acknowledge his understanding and acceptance (by clicking "Agree" on Juice) of any legal warnings, risk warnings, disclaimers (as may be applicable) prior to accessing any investment products in the Investment Portfolio Services.
- 4.12 The Customer hereby acknowledges that, through Juice, he will only be able to place orders with MCB Stockbrokers Limited, as well as any other service providers appointed by the Group for trading purposes on both domestic and international securities exchanges, to trade on duly licensed securities exchanges. An option may be provided in Juice whereby the Customer would be informed of the proper channels for the opening of investment accounts.
- 4.13 The Customer hereby authorises MCB to debit the different accounts upon which the Customer is entitled to access and transact, with the amount of any such transaction effected through Juice together with any fee related thereto.
- 4.14 Except insofar as stipulated, and to the extent provided for, in the agreement between the Customer and an MCBCM Entity, if any, the Customer hereby formally agrees to defend, indemnify, and keep indemnified, the MCB, other MCBCM Entities, and generally any entity within the MCB group of companies against any claim, liability, or action whatsoever against it in connection with the use of Juice, including without limitation, for the provision of services and transactions offered under clause 2.1, and the risks, direct and indirect, associated therewith.
- 4.15 The Customer hereby agrees to receive promotional offers and notifications from MCB and MCBCM Entities on Juice.

5. Assignment

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

6. Liability of MCB and MCBCM Entities

- 6.1 Any data received by MCB and MCBCM Entities which has been authenticated by means of an OTP within Juice shall be duly relied upon by MCB and MCBCM Entities as being authenticated by the Registered Juice User. MCB and MCBCM Entities may accept as valid and duly authorised by the Registered Juice User, any form of instruction, data and/or message received through Juice purporting to come from the Customer and authenticated in such manner as provided under the present terms and conditions. Such instruction, data and/or message shall be binding upon the Customer, and MCB and MCBCM Entities shall incur no liability whatsoever with respect to the performance and execution by it, of any of such instruction, data and/or message.
- 6.2 MCB and MCBCM Entities shall not incur any liability if it is unable to perform its obligations under these Terms and Conditions due directly or indirectly to the failure or breakdown of any machine, data processing system, transmission link or any medium of access to Juice.
- 6.3 In cases of any payment/transfer instructions, MCB shall be under no obligation whatsoever to match the beneficiary's credentials with the details provided by the Registered Juice User. In case of discrepancy, the destination account number, as instructed by the Registered Juice User shall prevail.
- 6.4 The MCB shall not be bound to effect any payment in accordance with any instruction received by the MCB through Juice unless:
- 6.4.1 Sufficient Customer shall ensure that sufficient cleared funds (payment amount plus any related fees) shall be available on the account from which the funds are requested to be debited for payment.
- 6.5 The Customer's instructions are irrevocable and unconditional and cannot be altered, modified, amended, restrained or extended by the Customer.
- 6.6 The Customer agrees that the MCB shall not, in any circumstance, be bound to ensure that the payment to, or receipt of funds from, a third party be effected at any particular time or within any particular time limit, and the Customer shall accordingly keep and hold the MCB free from any liability whatsoever in relation to any damages, loss or liability which could result as a result thereof.
- 6.7 If the MCB and/or MCBCM Entities act upon any instruction received via Juice and thereby provides banking services/Investment Portfolio Services (as applicable) to the Customer which would normally require the completion by the Customer of an application form or other such authority, the Customer shall, by giving such instructions, be deemed to have completed such application form or authority and shall be bound by the Terms and Conditions thereof.
- 6.8 The MCB shall not be liable in any circumstances whatsoever for any loss or damage that the Customer may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such a software in accordance with clause 4.8. Furthermore, MCB shall not accept any responsibility in connection with the suitability, performance or security aspect of such software.
- 6.9 The MCB and MCBCM Entities (as applicable) reserve the right at any time to block or reject any transaction which would or may infringe legal or regulatory requirements in either the Customer's or the recipient's country.
- 6.10 The MCB and the MCBCM Entities shall not be bound to inquire into the authority of the person using his mPIN to access Juice and using OTP to transact regarding the different accounts upon which the Customer is entitled to access and transact, or to apply for a service or to give any instruction.
- 6.11 The MCB and the MCBCM Entities shall not in any way whatsoever be held responsible or liable for any transaction initiated by the Customer via Juice and/or for any error on the part of the Customer in connection with such transaction. Similarly, MCB and the MCBCM Entities shall not in any way whatsoever be held responsible or liable for any transaction initiated, or losses and/or damages incurred, by the Customer making use of Juice on a rooted Device.
- 6.12 Specific liability pertaining to Investment Portfolio Services: The Bank and the MCBCM Entities do not warrant for, or guarantee, the accuracy, timeliness or relevance of such information as is made available from time to time, under the Investment Portfolio Services (including without limitation, the valuations, positions, prices, amounts, volume and other information as provided by the Investment Portfolio Services) and accordingly, the Bank and the MCBCM Entities decline all liabilities of whatever nature howsoever arising therefrom.
- 6.13 The MCB's records or their reproduction on a computer base shall be conclusive and irrefutable evidence of the transactions effected, messages, data and/or instructions imparted through Juice by the Customer and shall be binding to all intents and purposes, upon the Customer.

7. Duties and Liabilities of Customer

- 7.1 Juice gives the Registered Juice User access to his account and it is therefore recommended that the Customer keeps his mobile device secure and logs out from Juice if he is not using it. It is the Customer's sole responsibility to use the switch user functionality, and the MCB shall in no circumstance whatsoever, be held liable therefor.
- 7.2 The OTP shall, at all times, be sent to the mobile number provided to the Bank by the Customer and displayed during the confirmation process.

- 7.3 The Registered Juice User shall nevertheless be liable to the MCB for any transaction effected through Juice by any other person who acquired possession of the Customer's mobile device whether with or without the Customer's consent before such notification is received by the MCB's contact center as if he had used it himself.
- 7.4 If the Customer suspects that a third party knows his password or other security details, he must immediately change his mPIN or alternatively contact the MCB's contact center on (+230) 202 6060 (24-hr service) for assistance. If the Customer fails to do so, he shall be liable for any unauthorised transactions effected on his account as a result of his security details becoming known to a third party.
- 7.5 It is the sole responsibility of the Customer to inform the MCB of any change in the mobile number originally communicated to, and registered with, the MCB.
- 7.6 The Customer understands and agrees that, in order to access Juice effectively, he shall:
- 7.6.1 Obtain by his own means, and maintain, the appropriate hardware and software; and
- 7.6.2 Duly take cognizance of the user guide and security information as may be amended from time to time by the MCB as made available on the MCB's website, and undertake to carefully adhere to the recommended procedures.
- 7.7 Any failure on the part of the Customer to follow the security procedures referred to in the present Terms and Conditions shall amount to a breach of the present Terms and Conditions whereby the MCB and the MCBCM Entities shall not be held liable should any transaction be performed and/or any instruction, data or message be transmitted through the Customer's login credentials.
- 7.8 The Customer shall be solely liable for any expenses, loss or damage that the MCB, the MCBCM Entities, or any third party may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such aforementioned software in accordance with clause 4.8.
- 7.9 The Customer further formally and irrevocably agrees that the MCB and the MCBCM Entities (as applicable) shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay or non-performance arising out of:
- 7.9.1 Failure by the Customer to adhere to the present Terms and Conditions, or the Customer being in contravention of any law or regulation for the time being in force, or the Customer having furnished incorrect information during the Juice application process;
- 7.9.2 Possession, use, abuse, misuse and manipulation by the Customer of any third party software;
- 7.9.3 Failure by the MCB and the MCBCM Entities (as applicable) to execute any instructions from the Customer as a result of causes beyond the MCB's/MCBCM Entities' control (force majeure), including, but not limited to fire, storm, flood, explosion, vandalism, sabotage, strikes, pandemic restrictions, or other labour disputes, whether involving the MCB's/MCBCM Entities' (as applicable) employees or not, acts of God, war, riots or other civil disturbances, intervention of any government or other authority or failure of or fluctuation in any power supply.
- 7.9.4 Unavailability or disruption of Juice due to circumstances mentioned in sub-clause 7.9.3 above or for any other reason.
- 7.9.5 Any consequential, indirect or circumstantial losses including but not limited to loss of profits, contracts or financial losses howsoever caused or arising.
- 7.9.6 Unauthorised access to the Customer's account/s or any breach of security procedures laid down therein.
- 7.9.7 Use, misuse, abuse, malfunction or failure of the Customer's internet access or hardware.
- 7.10 The Customer shall not send money for illegal, unlawful, or fraudulent activities.
- 7.11 The Customer shall be wholly responsible for providing the correct bank account number of the recipient as well as the correct money transfer amount.
- 7.12 It is the sole responsibility of the Customer to initiate the transaction with the correct card account number and correct amount.
- 7.13 Continuing consent: As and when the Customer avails himself of the Investment Portfolio Services, the Customer shall be deemed to have consented to the disclosure of any information exchanged with the Bank in relation with his respective investment portfolio(s) subject-matter of the Investment Portfolio Services. The Bank shall, in the performance of its obligations under the present Terms and Conditions, treat all confidential information pertaining to the client in strict confidentiality in conformity with applicable laws and regulations as amended from time to time.

8. PayPal Enabled Services

8.1 Policies

- (a) PayPal enabled services through Juice shall be available for use to Mauritian residents only.
- (b) The PayPal account and the transactions verification process are PayPal owned processes and the MCB shall not intervene therein. In that respect, PayPal's User Agreement shall prevail.
- (c) The PayPal service through Juice is made available to the Customer by the MCB, conditional upon Customer's acceptance, without modification, of all the terms specified in the Terms and Conditions.
- (d) By using PayPal, the Customer confirms that he is fully aware of and that he adheres to PayPal terms' User Agreement.
- (e) By using PayPal enabled services through Juice, the Customer hereby gives his irrevocable and unconditional consent to abide by the Terms and Conditions and any applicable policy and laws including but not limited to PayPal's User Agreement.

- (f) By using PayPal enabled services on the Juice Mobile banking application, the Customer is hereby giving his unconditional, unequivocal, and irrevocable consent to the MCB to provide him with PayPal services enabled on Juice.
- (g) The Customer access and use of the PayPal enabled services through Juice constitute his agreement to and acceptance of terms and conditions of PayPal enabled services through Juice.
- (h) The Customer consents to abide to all applicable laws, whether domestic or international including but not limited to anti-money laundering laws, laws against terrorism funding and dealing with illicit products.
- (i) With regard to the top-up, withdrawal and Send Money programs, the MCB reserves the right to reject any transaction or to block the underlying remitter account if, in its reasonable judgement or knowledge, the Bank suspects that such transactions were done and/ or such funds were acquired in a manner, which are in breach of any applicable law, the present Terms and Conditions, regulations and/ or PayPal and MCB policies. MCB also reserves the right to restrict, prevent or cancel the access to PayPal to any Customer through Juice, in such cases.
- (j) By using the PayPal enabled services through Juice, the Customer authorises MCB to store the Customer's information and to furnish PayPal with any reasonable information, including but not limited to, personal information, credit card information, necessary to PayPal for, but not limited to, its customer verification process and internal procedures.
- (k) By using PayPal enabled services on Juice, the Customer irrevocably authorises the MCB to make APIs call on behalf and/or for his benefit.
- (l) The Customer may at any time visit PayPal's website at www.paypal.com/mu to view PayPal's user agreement, services and fees attached to the use of its services.
- (m) MCB shall allow Top-Up program, provided that the Customer's MCB account is adequately funded.
- (n) MCB shall allow Send Money program, provided that the Customer's PayPal account is adequately funded.
- (o) The Customer is hereby made aware that a PayPal account is not a bank account, and as such is an interest free account.
- (p) The use of PayPal services shall impact the Customer's DFTL and shall be limited thereby.
- (q) Prior to the use of PayPal enabled services through Juice, the Customer shall need to:
 - i. Create a PayPal account on Juice; and
 - ii. Link his existing Mauritian PayPal account thereto.
- (r) Only Mauritian PayPal accounts shall be eligible to be used on PayPal enabled services through Juice.
- (s) Only one PayPal account per Customer may be linked or created on PayPal-enabled services through Juice.
- (t) In case the Customer wishes to withdraw his consent, he shall request that his PayPal account be unlinked through Juice.
- (u) All disputes that might arise, from the use of PayPal enabled services, shall be redirected to the PayPal resolution centre in accordance with PayPal's refund policy.
- (v) At no time shall the MCB entertain any dispute and/ or any demand for refund from any Customer.

8.2 Limitation of Liability

The Customer hereby acknowledges and agrees that:

- (a) In no circumstances shall the MCB be held liable, for any transaction done on PayPal through Juice, including, but not limited to, goods and services purchased on PayPal.
- (b) The MCB shall not be liable for any mistake regarding any transaction done by the Customer or in his favour.
- (c) The MCB shall not be liable, for any delay in the supply or non-supply of any services acquired on PayPal enabled services, through Juice.
- (d) The Customer shall be responsible to disclose any revenue received from his activities done through PayPal, during his tax filing exercise.
- (e) The MCB shall under no circumstances be a party to any conflict arising between the Customer and PayPal.
- (f) The MCB shall under no circumstances be a party to any conflict between the Customer and any other PayPal user, irrespective of the nature of the transaction.

8.3 Cancellation Policy

A no cancellation policy applies to all PayPal related services. As such, once a transaction is initiated on PayPal through Juice, the transaction shall be irrevocable.

8.4 PayPal enabled services

- (a) Through Juice:
Link his existing Mauritian PayPal account only.

- (b) The Customer will be able to use the instant *Top Up Program*, where the Customer will be entitled to debit his MCB bank account and credit his PayPal account instantly.
 - i. Once registered, a PayPal account shall be eligible for the *Top Up program*.
 - ii. A fee equivalent to two percent (2%) of the transaction amount shall be applicable for this service.
 - iii. The transaction shall be done in United States Dollars (“USD”) and shall be converted in order to reflect the denominated currency of the customer’s PayPal account.
- (c) The Customer will be able to use *Withdrawal Transaction* services for the purposes of debiting his PayPal account and crediting his MCB bank account.
 - i. A fee corresponding to one point five percent (1.5%) of the transaction amount shall be applicable with a minimum of Mauritian Rupees One Hundred only (MUR 100.00) for each transaction.
 - ii. In accordance with PayPal rules and regulation, a withdrawal transaction shall to be completed within three (3) days.
 - iii. In case the PayPal account currency is denominated in a currency other than USD, the withdrawal amount shall first be converted to USD.
- (d) MCB Rupys accounts and restricted accounts shall not be eligible for use with respect to PayPal enabled services through Juice.
- (e) The Customer will be able to verify his PayPal balance.

9. Buying on MCB Juice

Through MCB Juice:

- (a) The Customer will be able to buy an e-gift card on MCB Juice.
- (b) The Customer will be entitled to share the purchased e-gift card with his intended beneficiary via any medium of his choice, including but not limited to Whatsapp, emails etc.

9.1. Policies:

- (a) All the terms and conditions with respect to the e-gift cards shall be published on the service provider’s website.
- (b) The Customer shall ensure that he reads and understands all the terms and conditions in connection with the process of buying and redeeming of the e-gift cards.

9.2. Limitation of Liability

The Customer hereby acknowledges and agrees that:

- (a) The MCB shall under no circumstances be held liable and/or responsible of any issues encountered by the Customer in connection with the buying and redeeming of the e-gift cards.
- (b) All queries, issues and complaints in respect of any redemption process of the purchased e-gift cards should be directly addressed to the service provider.
- (c) It is his sole responsibility to send and/or transfer the e-gifts cards to his intended beneficiary via any medium of his choice, including but not limited to Whatsapp, emails etc.
- (d) The MCB shall not be liable for any mistake regarding any transaction effected by the Customer or in his favour.
- (e) The MCB shall under no circumstances be a party to any conflict arising between the Customer and the service provider.
- (f) It is the sole responsibility of the service provider to promptly inform the Customer of any downtime or temporary unavailability of such feature and to restore the feature as soon as possible.

9.3. Cancellation Policy

A no cancellation policy applies to all purchased e-gift cards. As such, once a transaction is initiated through Juice, the transaction shall be irrevocable.

10. mPIN

- 10.1 The mPIN shall be a four-digit pin set by the Registered Juice User, which can be changed by the latter through the Juice application.
- 10.2 The mPIN is essential to log on the Juice application. The Registered Juice User shall, in all circumstances, keep his mPIN secret, and not impart it to any person whomsoever.
- 10.3 If the mPIN has become known to any person other than the Registered Juice User, the latter shall notify the MCB Contact Centre immediately on (+230) 2026060 (24-hr service).
- 10.4 The Customer shall have the possibility to change his mPIN on the Juice application.

10.5 The MCB shall never contact a Registered Juice User to request his security credentials. If the Customer receives such a request, he shall not supply his security details in any circumstance for he shall otherwise be liable for all transactions performed through Juice and the use of the credentials and security details such as the Login Password, his User ID, his mPIN, and his OTP. The Customer shall report any such activity to the MCB's contact centre immediately on (+230) 202 6060 (24-hour service).

11. Fingerprint and Facial Recognition Authentication

11.1 These Terms and Conditions apply to and regulate the use of the Juice fingerprint authentication and/or facial recognition service or for any other services/transaction that may be provided/completed through the *'Touch ID'* and/or *'Facial Recognition'* option(s) that may be offered on the Juice platform. By undergoing the registration process to use the Juice *'Touch ID'* and/or *'Facial Recognition'* service(s), the Customer accepts and agrees to abide by these Terms and Conditions. In case the Customer does not accept these Terms and conditions, he shall not use the Juice fingerprint authentication and/or facial recognition option(s).

11.2 The Juice *'Touch ID'* and *'Facial Recognition'* services are services where the Customer may use his fingerprint or a map of his facial features as registered on a mobile device "in lieu" of his mPIN as a security measure to confirm his identity to access Juice.

11.3 The Juice *'Touch ID'* and/or *'Facial Recognition'* service(s) is provided as part of the Bank's electronic banking services, and accordingly:

- (a) The Bank in its sole discretion may stop to provide the service at any time without prior notice.
- (b) The Bank may add and/or make amendments to the Juice *'Touch ID'* and/or *'Facial Recognition'* service(s) in accordance with clause 17.2 of these Terms and Conditions.

11.4 Customer acknowledgement

The Customer acknowledges and agrees that in order to use the Juice *'Touch ID'* and/or *'Facial Recognition'* service(s):

- (a) The Customer must be a user of Juice mobile banking service;
- (b) The Customer must install Juice mobile app using a mobile device;
- (c) The Customer shall possess a mobile device featuring a fingerprint sensor, a fingerprint scanner, or such hardware and software as allows for facial recognition and which shall have the ability to store fingerprints, and/or maps of facial features.
- (d) The Customer shall need to activate the fingerprint and/or facial recognition function on his mobile device and register at least one of his fingerprints, or his facial features (as applicable) to control access to the mobile device;
- (e) The Customer shall be required to undergo a registration process using his Juice mPIN in order to choose to use his fingerprints stored on Customer's mobile device, or his Device's facial recognition features for accessing Juice. Upon the successful registration process, the fingerprints and/or facial features as stored on his mobile device shall be a security code;
- (f) The Customer shall ensure that only his fingerprints are stored on the mobile device to access the device and understands that upon the successful registration of his mobile device, any fingerprint that is stored on his mobile device can be used to access Juice and thus including access to his accounts and to any Banking Services attached to Juice. For the avoidance of doubt, the present requirements shall also apply with respect to facial recognition.
- (g) The Customer shall ensure the safeguard of the security codes as well as the password or code that he can use to register his fingerprints and/or facial features on the mobile device.

11.5 The Customer may still choose to access Juice using the mPIN option.

11.6 Each time Juice detects the use of a fingerprint or of the facial recognition features on a Device on which the Customer has registered for the Juice *'Touch ID'* and/or *'Facial Recognition'* service(s) to access Juice or authorise transactions, he shall be deemed to have accessed Juice and/or instructed the Bank to perform such transactions as the case may be.

11.7 The Customer acknowledges that the authentication is performed by Juice by interfacing with the fingerprint and/or facial recognition authentication module on the mobile device and that he agrees to the authentication process.

11.8 The Customer can deactivate the Juice *'Touch ID'* and/or *'Facial Recognition'* service(s) at any time through Juice.

11.9 The Customer shall immediately inform the Bank, if in his knowledge, the security of his fingerprints, facial recognition module, or other security codes have been compromised. In which case the Bank shall require the customer to change the security code, re-register his fingerprints or facial features, cease the use of the Juice *'Touch ID'* and/or *'Facial Recognition'* service(s) or apply any other measures as the Bank may think fit.

11.10 The Customer acknowledges and agrees that, for the purposes of the Juice *'Touch ID'* and/or *'Facial Recognition'* service(s), the mobile app may access the fingerprint and/or map of facial features registered in his mobile device, and hereby gives his consent to the Bank for accessing and using such information for the provision of the Juice *'Touch ID'* and/or *'Facial Recognition'* service(s).

11.11 The Customer understands the need to protect his mobile device and shall be responsible for all transactions effected through Juice (whether authorised by him or otherwise).

12. Loss or Theft of Mobile Phone

- 12.1 The Registered Juice User shall immediately report to the MCB's contact centre on (+230) 202 6060 (24-hr service) any loss or theft of the mobile device, including any suspected abstraction by any third party whosoever.
- 12.2 In case of loss, theft or suspected theft of the device the MCB may further require the Registered Juice User to report same to the Police and to supply to the MCB proof that such report has been made.
- 12.3 In case of dispute as to the effective time and date of notification of any loss, theft or suspected theft, the time and date of receipt of the notification at the MCB contact centre shall be conclusive.
- 12.4 The MCB shall in no circumstances whatsoever, be held liable for any loss, damage resulting from any notification made by phone, telegram, telex, fax or otherwise, which might not emanate from the Registered Juice User.
- 12.5 Report of the loss, theft, suspected theft or abstraction of the mobile device, shall in no way affect any transaction effected prior thereto or those already settled by the MCB or debited to the Registered Juice User's account.

13. Copyright and Related Rights

- 13.1 Notwithstanding the provisions of clause 4.8, the use of third party software shall be governed by the provisions contained in the Copyright Act 2014 as may be amended from time to time.
- 13.2 In certain jurisdictions outside the Republic of Mauritius, the use of "third party software" may be illegal. The responsibility to ascertain the legality of the use of "third party software" outside the territorial limits of the Republic of Mauritius shall rest solely upon the Customer.
- 13.3 The Customer shall not be entitled to alter, amend or countermand any instruction, which shall have been duly received and implemented by the MCB. Any instruction sent by the Customer in conformity with the present Terms and Conditions and the existing procedures to this effect shall be irrevocable and binding upon the Customer.

14. Commission/Fees/Charges

- 14.1 Fees, commissions, and charges (the "Fees") mentioned in this section do not include charges for any banking, investment and/or other services provided by the MCB, and the MCBCM Entities (in relation to the Investment Portfolios Services), and pertaining to requests submitted by the Customer through Juice.
- 14.2 The Customer shall pay to the MCB the Fees agreed upon between the MCB and himself at the commencement of these Terms and Conditions and which may be varied from time to time in accordance with clause 13.6 hereunder. Such Fees shall also be varied if the Customer agrees to utilise additional services subsequent to the date of these Terms and Conditions. Any additional charge in respect of such additional service shall be due and payable on the date of its notification to the Customer as per clause 13.6 below.
- 14.3 Payment of Fees, if any, shall be effected exclusively through the debit of the bank account, which the Customer shall duly designate to the MCB for that purpose. The MCB shall accordingly be entitled to debit that account with the amount of Fees relating to the use of MCB IB/Juice.
- 14.4 The Customer shall, during the currency of these Terms and Conditions and so long as the present Terms and Conditions remain binding upon him, neither revoke this authority nor close the account indicated in clause 13.3 for the payment of Juice Fees without the formal written consent of MCB.
- 14.5 Where applicable, if fees are not paid in accordance with these Terms and Conditions, the MCB shall be entitled to charge interest before as well as after having obtained a judgment in its favour. Such interest shall be at the rate of three percent (3%) per annum above the prime lending rate prevailing at the MCB at the time of default payment on the amount due.
- 14.6 Without prejudice to clauses contained herein, the MCB may in its sole and absolute discretion, at any time and after having given at least thirty (30) days' written or electronic notice, review Fees applicable under these Terms and Conditions. Any such variation shall come into effect on the date specified in the notice unless the Customer, at latest thirteen (13) days before such date, provides the MCB with a written or electronic notice terminating these Terms and Conditions on such date specified by him.

15. Conversion of Transactions

- 15.1 For transactions effected in any currency other than the currency of the initiator's transaction account, the transaction shall be converted to the currency of the Customer's account at the MCB's prevailing rate on the processing date.
- 15.2 A conversion fee, the amount whereof shall from time to time be fixed by the MCB for transactions effected in any currency other than the sender's account currency, may be payable by the Customer and automatically debited from his designated account.

16. Communication of Information to Third Parties

The MCB shall be entitled to communicate to other financial institutions any information relative to the Customer, as legally required to under the applicable laws and regulations of the Republic of Mauritius.

17. Termination of Mobile Banking

- 17.1 Either party shall be entitled to terminate the provision of the MCB's Mobile Banking by the MCB to the Customer by giving thirty (30) days' prior notice to the other.
- 17.2 The Bank also reserves the right to cancel those services if the Customer has not logged in on Juice for a period of twelve (12) consecutive months.
- 17.3 However, MCB shall be entitled to terminate the provision of the MCB's Mobile Banking immediately upon any breach of these Terms and Conditions by the Customer or when the Customer's accounts are not maintained in such a manner to the full and complete satisfaction of the MCB.
- 17.4 Termination of the provision of MCB's Mobile Banking, howsoever occasioned, shall not prejudice or affect any accrued rights or liabilities of either party nor shall it affect any provision which is intended to apply after such termination.

18. Modifications to Conditions of the Present Terms and Conditions

- 18.1 By his continued access to Juice through the use of his mPIN, the Customer binds himself formally and irrevocably to the Terms and Conditions as may be amended from time to time.
- 18.2 MCB reserves the right to vary the terms of these Terms and Conditions which includes the modification, amendment, alteration, restraint or extension of any of the selected banking services offered through Juice. The MCB shall accordingly notify the Customer by such means as the MCB shall think fit.
- 18.3 The MCB shall not in any circumstance whatsoever, be liable for any costs, expenses or liabilities incurred or which may be incurred by the Customer in the event of any such variation being made by the MCB.

19. Governing Law and Jurisdiction

- 19.1 These Terms and Conditions shall be governed by and construed in accordance with the Laws of the Republic of Mauritius and any dispute arising in connection with the interpretation and/or fulfillment of these Terms and Conditions shall be submitted to the exclusive jurisdiction of the competent courts of the Republic of Mauritius.
- 19.2 Applicable Terms and Conditions shall be those existing at the time of the transaction taking place. The Customer dealing outside the Republic of Mauritius should be aware of the local laws of the country from which he is operating on Juice and be fully aware of that country's local and national laws as well as any applicable international laws in force. The Customer shall be liable for any use or export of any of the information on the MCB's website, in contravention with any local or national laws of that country.

20. General Conditions

- 20.1 In the event whereby a joint bank account is included in the Customer's list of accounts, that bank account may be operated individually by any one of the joint bank account holders via Juice.
- 20.2 Where the MCB has accepted to include a joint bank account as per the above-mentioned conditions, all undertakings and liabilities of the Customer on that account under the present Terms and Conditions shall *ipso facto* be construed as being joint and in *solido* undertakings and liabilities of each of the joint bank account holders, and any reference herein to the Customer shall mean any one, or more, of them.

21. Customer Acknowledgment and Declaration

The Customer acknowledges that he has been duly informed that the MCB has developed a Juice Privacy Policy, and Terms and Conditions Governing Data Protection and Processing, which he should be aware of and, which are made available to him at:

https://on.mcb.mu/juice_privacy_policy

and

<https://on.mcb.mu/f2388>

The Customer declares and warrants that all information provided to the MCB in the context of his subscription and registration to Juice is true, complete and accurate to all intents and purposes.

The Customer shall advise the Bank in writing within three (3) working days of any change in the information provided by him as per above.