



Terms and Conditions  
**Mobile Banking (Juice)**  
**for Individual**

# JUICE TERMS AND CONDITIONS

## Preamble

Whereas

- A. The Mauritius Commercial Bank Limited ( "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 device (a "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 MCB's website at <https://link.mcb.mu/juice-tc>, and which the Customer hereby declares having perfectly understood<sup>1</sup> ; 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 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:** (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:** Application Programming Interface.

**Biometrics:** Biological measurements, or physical characteristics, that can be used to identify individuals. For example, fingerprint mapping, facial recognition.

**Device Pairing:** The process of registering a Device as a trusted device for accessing Juice.

**DFTL:** The daily fund transfer limit, 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 Dealer:** As defined in Clause 4.13.

**Investment Portfolio Services:** (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 MCB and MCBCM Entities (as defined below).

**Juice:** Native application versions of Juice, for iOS and Android platforms, which can be downloaded and directly installed on the Device; it is the Mobile Banking platform, including mobile payment, of The Mauritius Commercial Bank Limited.

**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:** The mobile phone number registered in 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 MCB, provides the Customer with privileged access to selected services of MCB and to his account(s).

**MCBCM Entities:** 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.

**Market Data:** Data (real-time, delayed, and/or historical) made available by MCB to the Customer on Juice and pertaining to trades such as prices, bid/ask quotes, and market volume, with respect to various financial markets, and which may consist of information about various financial instruments including, without limitation, stocks and equities, fixed-income products, currencies, derivatives, and commodities, as provided by trading places such as stock exchanges.

**MCB Group:** All the companies forming part of MCB group of companies, including MCBCM Entities.

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

**MNO:** Mobile Network Operator.

<sup>1</sup> It is hereby agreed by and between the Customer and 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.

**Mobile Banking Services:** The services referred to in Clause 2.1.

**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 only).

**MSL:** MCB Stockbrokers Limited

**OTP:** A one-time password which 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.

**Registered Mobile Phone Number:** The mobile phone number registered in MCB's records pertaining to the Registered Juice User.

**Sanctions:** Any laws or regulations relating to economic or financial sanctions or trade embargoes or related restrictive measures enacted, administered or enforced from time to time by a Sanctions Authority.

**Sanctions Authority:**

- (a) The United Nations Security Council;
- (b) The United States of America;
- (c) The United Arab Emirates;
- (d) The European Union;
- (e) Any present or future member of the European Union;
- (f) The United Kingdom;
- (g) The respective governments and official institutions or agencies of any of the foregoing, including the Office of Foreign Assets Control of the US Department of Treasury ("OFAC"), the United States Department of State and the United States Department of Commerce, and His Majesty's Treasury; and
- (h) Any other governmental institution or agency with responsibility for imposing, administering or enforcing Sanctions with jurisdiction over any Secured Party or any member company within of MCB Group (together, "Sanctions Authorities").

**Sanctioned Country:** Any country or territory that is, or whose government is, subject to or the target of country-wide or territory-wide Sanctions.

**Sanctioned Person:** A person that is:

- (a) listed on, or owned or controlled by, or acting on behalf of, a person listed on any Sanctions List;
- (b) otherwise the target, or subject, of Sanctions; or
- (c) organised under the laws of, or a citizen or resident of a Sanctioned Country.

**Sanctioned List:**

- (a) The Specially Designated Nationals and Blocked Persons list maintained by OFAC;
- (b) The Denied Persons List, Entity List and Unverified List, each maintained by the US Department of Commerce;
- (c) The Debarred Parties List maintained by the U.S. State Department's Directorate of Defense Trade Controls;
- (d) The Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by His Majesty's Treasury;
- (e) The European Union's consolidated list of persons, groups and entities subject to financial sanctions;
- (f) The European Union's lists of restrictive measures against persons and entities issued pursuant to its Common Foreign and Security Policy, for which a consolidated list is provided on the website of the European External Action Service, as well as any implementing or additional lists of restrictive measures against persons or entities issued by its member states; and
- (g) The Compendium of United Nations Security Council Sanctions Lists,

or any other similar list issued or maintained by, or public announcement of a Sanctions designation made by, a Sanctions Authority of persons the target or subject of Sanctions (including investment or related restrictions), each as amended, supplemented or substituted from time to time.

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

**Verification Code:** A system-generated code sent by Short Messaging Service (SMS) to the Customer's mobile phone to complete the Device Pairing process.

**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 MCB's automated teller machines ("ATM's"),
- Offers section;
- Bill payment;
- Cards companion;
- Account summary and management;
- Mobile refill;
- PayPal enabled services;
- Push notification;
- Buying on Juice; and
- Investment Portfolio Services.

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 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 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 MCB without notice, although in such cases, MCB shall endeavour to advise the Customer as soon as may be reasonably practical, by whatever means MCB may deem appropriate and fit.

3.3 The date and time referred to on 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 Juice, 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 Juice 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 Juice.
  - 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 Juice 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 Juice accessing his Device and information. The Customer may also manage how Juice 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", or any other statement with the effect of confirming his agreement, as the case may be, on Juice) of any legal warnings, risk warnings, disclaimers (as may be applicable) prior to accessing the Mobile Banking Services and/or any investment products in the Investment Portfolio Services.
  - 4.12 The Customer hereby acknowledges that, notwithstanding any other agreement, where he holds a joint bank Account Number, he shall not be able to use said joint bank Account Number to trade on a securities exchange through Juice and that the stipulations of Clause 18 (*Investment Portfolio Services - Placement of Orders*) shall not be applicable to him.
  - 4.13 Subject to Clause 4.11, the Customer hereby further acknowledges that, through Juice, he will only be able to place orders with MSL, as well as any other service providers appointed by MCB Group (each hereinafter referred to as an "**Investment Dealer**") 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.
  - 4.14 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.
  - 4.15 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, MCB, other MCBCM Entities, and generally any entity within MCB Group 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.
  - 4.16 The Customer hereby agrees to receive promotional offers and notifications from MCB and MCBCM Entities on Juice.

## 5. Assignment

The Customer shall not assign or otherwise transfer any of his rights or obligations under 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 MCB shall not be bound to effect any payment in accordance with any instruction received by MCB through Juice unless the Customer has ensured 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 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 MCB free from any liability whatsoever in relation to any damages, loss, or liability which could result therefrom.
- 6.7 If 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 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 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. Moreover, where a given security is the target of, or subject to, Sanctions, MCB and MCBCM Entities (as applicable) shall have the *de facto* right to refuse to entertain, or relay, any instructions via Juice in relation thereto.
- 6.10 MCB and 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 MCB and 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 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 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 and Market Data as may be provided under the Investment Portfolio Services) and accordingly, the Bank and MCBCM Entities decline all liabilities of whatever nature howsoever arising therefrom.
- 6.13 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 Numbers, and it is therefore recommended that the Customer keeps his 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 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 MCB for any transaction effected through Juice by any other person who acquired possession of the Customer's Device, whether with or without the Customer's consent, before such notification is received by 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 MCB's contact center on (+230) 202 6060 (24-hr service) for assistance. If the Customer fails to do so, he shall be responsible, and may be held liable, for any unauthorised transactions effected on his Account Numbers 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 MCB in writing and within three (3) normal working days, of any change in his personal information, including, without limitation, his residential address and the mobile number originally communicated to, and registered with, MCB.
- 7.6 The Customer understands and agrees that, in order to access Juice effectively, he shall:
- 7.6.1 Obtain by his own means, and maintain, the appropriate hardware and software; and
- 7.6.2 Duly take cognizance of the user guide and security information as may be amended from time to time by MCB and which is available on 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 thereupon which MCB and MCBCM Entities shall not be held liable should any transaction be performed and/or any instruction, data or message be transmitted on Juice through the Customer's login credentials.
- 7.8 The Customer shall be solely liable for any expenses, loss or damage that MCB, 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 MCB and 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 process;
- 7.9.2 Possession, use, abuse, misuse, and manipulation by the Customer of any third-party software;
- 7.9.3 Failure by MCB and MCBCM Entities (as applicable) to execute any instructions from the Customer as a result of causes beyond 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 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, or receive money which have been so tainted.
- 7.11 The Customer shall be wholly responsible for providing the correct bank account number of any recipient as well as the correct money transfer amount on Juice.
- 7.12 It is the sole responsibility of the Customer to initiate the transaction with the correct card account number and correct amount on Juice.
- 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. MSL shall be deemed to be authorized, by the Customer, to retrieve the Customer information within the database of the Bank upon satisfactory identification of the Customer. 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 in conformity with applicable laws and regulations as amended from time to time. The Bank shall be expressly authorized, in line with the provisions of the Terms and Conditions Governing Data Protection and Processing ("**Data Protection T&Cs**"), to share the information relating to the Customer within MCB Group (as defined in the Data Protection T&Cs) for the purposes of providing the Investment Portfolio Services to the Customer.

## 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 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 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 Juice, the Customer is hereby giving his unconditional, unequivocal, and irrevocable consent to 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, 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 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](http://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 programs, 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 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 MCB be held liable, for any transaction done on PayPal through Juice, including, but not limited to, goods and services purchased on PayPal.
- (b) MCB shall not be liable for any mistake regarding any transaction done by the Customer or in his favour.
- (c) 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) MCB shall under no circumstances be a party to any conflict arising between the Customer and PayPal.
- (f) 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 Account Numbers 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 Account Numbers.

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 be completed within three (3) working 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 other 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 e-gift cards on Juice

Through Juice:

9.1 The Customer may be given the option to buy e-gift cards on Juice, in which case he will be entitled to share the purchased e-gift card with an intended beneficiary via any MCB-approved medium of choice, including, but not limited to, Whatsapp, email, etc.

9.2 Policies:

(a) All the terms and conditions with respect to the e-gift cards shall be published on the relevant service providers’ websites.

(b) The Customer shall ensure that he reads and understands all the terms and conditions prior to, and in connection with, the process of buying and redeeming of such e-gift cards.

9.3 Limitation of Liability

The Customer hereby acknowledges and agrees that:

(a) MCB shall under no circumstances be held liable and/or responsible for any issues encountered, or damages, losses, whether direct or indirect, suffered by the Customer in connection with the buying and redeeming of the e-gift cards via Juice. Said purchases, sharing, or transfers, shall be at the sole responsibility of the Customer.

(b) All queries, issues and complaints in respect of any e-gift cards procured, purchased, and/or shared via Juice shall be directly addressed to the relevant service provider thereof.

(c) MCB shall not be held responsible or liable for any mistake regarding any e-gift related transaction effected by the Customer or in his favour on Juice.

(d) MCB shall under no circumstances involved in, or be called as a party to, any dispute arising in relation to any e-gift card purchased via Juice.

(e) The Customer shall turn to the relevant service provider for any and all information with respect to any downtime with regards to, or unavailability of, e-gift cards (and any associated feature(s) and services), and to the estimated time for restoration of the feature(s) as applicable.

9.4 No-cancellation

Once a transaction is initiated through Juice with respect to an e-gift card, that transaction shall be irrevocable and non-refundable.

#### 10. mPIN

10.1 The mPIN shall be a four-digit pin set by the Registered Juice User.

10.2 The mPIN is essential to log on Juice. The Registered Juice User shall, in all circumstances, keep his mPIN secret, and shall not impart it, or cause it to be imparted, to any person whomsoever.

10.3 Where the Customer becomes aware that his mPIN has become known to any person other than the Registered Juice User, the Customer shall immediately notify MCB Contact Centre on (+230) 202 6060 (24-hr service).

10.4 The Customer shall have the possibility to change his mPIN on Juice.

10.5 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 MCB's contact center 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 Juice. 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/or *'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/are 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 20.2 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 Device**

- 12.1 The Registered Juice User shall immediately report to MCB's contact center on (+230) 202 6060 (24-hr service) any loss or theft of the Device, including any suspected abstraction by any third party whatsoever.
- 12.2 In case of loss, theft or suspected theft of Device, MCB may further require the Registered Juice User to report same to the Police and to supply to 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 MCB's contact center shall be conclusive.
- 12.4 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 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 given via Juice and which shall have been duly received and implemented by MCB. Any instruction sent by the Customer via Juice 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 MCB, and 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 MCB the Fees agreed upon between MCB and himself at the commencement of these Terms and Conditions and which may be varied from time to time in accordance with Clause 14.6 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 14.6 below.
- 14.3 Payment of Fees, if any, shall be effected exclusively through the debit of the Account Numbers, which the Customer shall duly designate to MCB for that purpose. 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 14.3 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, 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 MCB at the time of default payment on the amount due.
- 14.6 Without prejudice to clauses contained herein, 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 MCB with a written or electronic notice terminating these Terms and Conditions on such date specified by him.

## **15. Conversion of Transaction Currencies**

- 15.1 For transactions effected in any currency other than the currency of the initiator's transaction account, the relevant amount under said transaction shall be converted to the currency of the Customer's Account Number at MCB's prevailing rate on the processing date.
- 15.2 A conversion fee, the amount whereof shall from time to time be fixed by 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**

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 MCB's Mobile Banking by 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 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 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.
- 17.5 **Consequences of termination of the provision of Mobile Banking Services to the Customer ("Termination"):**

The Customer hereby acknowledges and agrees that, on the expiry of the day on which MCB shall cease to provide Mobile Banking Services to the Customer on whatever grounds (a "Termination Date"):

- (a) Where Termination is with prior written notice, and where requested by MCB, the Customer shall, prior to the expiry of the notice period, provide all necessary and timely instructions to MCB for MCB to be henceforth liberated from any duties and responsibilities towards the Customer in relation to the Mobile Banking Services (the "Aim"), including, but not limited to, the giving of instructions by the Customer for the complete transfer of the Customer's cash balances and assets from the Account Numbers to an MCB-approved entity, but which entity shall not be related to MCB.

During that notice period, and notwithstanding any other agreement or stipulation to the contrary, MCB reserves the right, to which reservation the Customer hereby consents, to only abide by those instructions from the Customer which shall tend towards realising the Aim by the Termination Date; accordingly, during a Termination notice period, MCB may, at its sole discretion, refuse to process, entertain, or comply with, instructions from the Customer which shall, or may, result in the crediting of cash and/or assets to the Account Numbers.

- (b) Where a Termination occurs with immediate effect (with or without notice), or where MCB has, on a Termination Date, received no timely, complete, or satisfactory instructions from the Customer to achieve the Aim, the Customer hereby irrevocably and unreservedly appoints MCB, as from the Termination Date, as its sole and unique authorised representative and signatory, to do all such things as are reasonably necessary, in its opinion, to give effect to, and consummate, the Termination and achieve the Aim, including without limitation, to effect outwards transfers of cash balances, to issue office cheques, and give instructions to Investment Dealers for the sale(s) of assets, from the Account Numbers, either in bulk or on a staggered basis, the Customer being nevertheless the sole bearer of the costs and risks associated therewith throughout.

- 17.6 Termination of the provision of the Mobile Banking Services, howsoever occasioned, shall not prejudice or affect any accrued rights or liabilities of either party nor shall it affect any provision which is intended, by its very nature, to apply after such termination.

## 18. Investment Portfolio Services - Placement of Orders

- 18.1 The Customer hereby agrees that the Investment Portfolio Services may allow for said Customer to provide trade-related instructions to an Investment Dealer via the Mobile Banking Services, and hereby acknowledges that such services shall be limited to those of facilitating Customer and Investment Dealer communications only. As such, in relaying trade-related instructions to and from the Customer via the Mobile Banking Services, MCB's role shall be merely administrative in nature.
- 18.2 Subject to Clause 4.12 above, any order placed by a Customer shall be on an 'execution only' basis. Information or views provided by any entity within MCB Group (except where otherwise expressly stipulated in writing) or an Investment Dealer, with regards, but not limited, to current or expected security prices, dividends, interest rates, and corporate actions, should in no case be interpreted as investment advice. Responsibility of the Customer's investment decisions and actions, including those made via the Mobile Banking Services, shall in all circumstances rest solely with the Customer.
- 18.3 The Customer hereby agrees that he fully understands the risks (including without limitation, the Risks set out in Clause 18.7.8) of conducting investment transactions and potential losses that may arise therefrom, including those associated with using the Mobile Banking Services, and is capable of making decisions to enter into such transactions and is not relying on any entity within MCB Group or an Investment Dealer for advice (whether investment, tax, legal, financial or otherwise).
- 18.4 The Customer hereby agrees, through the continued use of the Mobile Banking Services, to be bound by the general terms of business of MCB and of the Investment Dealer, as may be amended from time to time, which are deemed to be incorporated by reference in the present Terms and Conditions.
- 18.5 The Customer also understands that, neither the companies within MCB Group, nor the Investment Dealer guarantees any return on his investments and that past performance is not a guarantee of future performance and that there is no guarantee that the investment objectives of any investment vehicle will be achieved.
- 18.6 The Customer agrees to satisfy on time, all his financial obligations towards MCB and the Investment Dealer, including but not limited to: gross transaction amounts, commissions, fees, bank, and any clearing charges, interest on late payments, default charges, administration fees, and any legal fees which MCB and the Investment Dealer may incur to recover unsettled debts from him.

18.7 The Customer unconditionally and irrevocably agrees that:

1. The Investment Dealer may act on Instructions given, or purported to be given, by the Customer via the Mobile Banking Services from time to time, and the Customer shall solely take and assume any and all risks associated therewith (including, without limitation, the Risks (as defined in Clause 18.7.8), delay, mutilation or other errors in transmission, loss in transit, misinterpretation, absence of confidentiality, transmission by unauthorized persons, embezzlement, misappropriation of information and loss caused thereby), and the Customer fully discharges MCB Group, their directors, employees, agents, and authorised representatives, and the Investment Dealers and their directors, employees, agents and authorised representatives with regards thereto;
2. Once Instructions have been relayed to the Investment Dealer by the Customer, neither MCB nor the Investment Dealer shall have any obligation to check or verify the authenticity or accuracy of such Instructions purporting to have been sent by the Customer via the Mobile Banking Services, and may act thereon as if same has been duly given by the Customer;
3. In acting on Instructions received via the Mobile Banking Services, MCB and the Investment Dealer shall be deemed to have acted properly and to have fully performed all obligations owed to the Customer, notwithstanding that such Instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the Customer shall be bound by any Instructions on which the Investment Dealer may act if the Investment Dealer have in good faith acted in the belief that such Instructions were provided by the Customer;
4. The good execution of the Customer's orders depend on prevailing market conditions and on the rules and regulations of the market. In the course of effecting transactions for the Customer, although the Investment Dealer endeavors to obtain the best execution price reasonably available to it, the Investment Dealer and MCB do not guarantee best execution price. Neither MCB nor the Investment Dealer guarantees the availability of counterparty orders. All instructions to deal will be carried out as soon as possible during normal market hours;
5. The Investment Dealer shall be authorized to cancel a transaction (resulting from a valid order from the Customer), which is a consequence (and confirmed by the relevant securities exchange as such) of a system bug or of a genuine error made by the Investment Dealer or by a counterparty;
6. The Investment Dealer may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an instruction pending further enquiry or further confirmation (whether written or otherwise from the Customer), provided that the Investment Dealer shall not be under any obligation to so decline in any case and MCB and the Investment Dealer shall in no event or circumstances be liable in any respect for not so declining; and
7. The Customer shall hold harmless and keep MCB Group, their directors, employees, agents and other authorised representatives and the Investment Dealer, their directors, employees, agents and other authorised representatives, fully indemnified from and against all Risks (as defined in Clause 18.7.8), and actions, proceedings, claims and demands which may be brought or made against any company or companies within MCB Group, their directors, employees, agents and other authorised representatives, and the Investment Dealer, for all losses, costs, charges and expenses, howsoever arising and which any company or companies within MCB Group or the Investment Dealer may incur or sustain or for which any company or companies within MCB Group or the Investment Dealer become liable by reason of the Customer having had recourse to the Mobile Banking Services and Investment Dealer having acted in accordance with the whole or any part of any Instruction or having exercised (or failed to exercise) the discretion conferred upon the Investment Dealer in the above Clause.

8. **RISKS**

An investment, whether or not made via the Mobile Banking Services, involves some degree of risk and should be made only after consulting with independent, qualified sources of investment, legal, tax, accounting and other advice. Substantial risks to which Customers are exposed by investing are not imitatively set out below (the "Risks"):

- (a) **Credit Risk:** Customers are exposed to the credit risk of MCB. Although Customers would benefit from the Mauritius Deposit Insurance Scheme Act 2019, they may ultimately lose the whole of their deposits should MCB be or become unable to make timely principal and interest payments or to otherwise honor its obligations in respect of the monies deposited with it by Customers or if MCB faces any proceedings under PART IX to PART XII of the Banking Act 2004.
- (b) **Counterparty Risk:** Any rights, entitlements or interests, present or future that Customers have or may have or derive, by investing via the Mobile Banking Services shall be subject, in all material respects, to the default risk of such counterparties (whatever be the reasons). Customers shall be aware that they may lose all their rights, entitlements or interests, present or future including any return, pay out or such other income pertaining or linked to such investments.
- (c) **Risks related to the holding of Warrants:** Where applicable, certain investments come with certain risks related to warrants and/or warrant providers. Therefore, any payout or other entitlements under such investments is inextricably linked to the conditions applicable to the warrant. Customers should be aware that:
  - (i) Warrants are direct, unconditional, unsecured and unsubordinated obligations of a warrant provider and rank pari passu with all present and future unsecured and unsubordinated obligations of a warrant provider;
  - (ii) A warrant provider may early terminate a warrant upon the occurrence of prescribed events and Customers may not benefit from the terms of regular settlement for the warrants; and
  - (iii) The settlement amount at maturity of a warrant payable by the warrant provider is indexed to changes in one or more underlying assets. In the event of an unfavourable change in the price, value or level of the underlyings accentuated, where

applicable, by the terms and conditions of the applicable formula or indexing or strategy terms and conditions, holders of a warrant may face non-settlement or settlement at an amount less than the amount that they initially anticipated.

- (d) **Liquidity Risk:** Certain investment products are designed to be held to maturity and as such an early termination amount that may be payable may be at a substantial discount to the initial deposit amount. Furthermore, Customers shall be aware that a minimum amount may be applicable for the purpose of an early redemption.
- (e) **Market Risk:** Many factors can affect the level and volatility of equity markets, including without limitation, the political and economic environment, business conditions, investor sentiments and confidence.
- (f) **Legal Risk:** Investment products are governed by and subject to laws and regulations prevailing from time to time. If such laws and regulations are amended so as to vary the terms and conditions applying to the investment products or otherwise require the cancellation thereof, MCB shall be accordingly bound and it may be obliged to terminate the provision of Mobile Banking Services with respect to such investment products in the manner set out in Clauses 17.4 and 17.5(b).
- (g) **Operational Risk:** Investment products depend on the smooth functioning of myriad component parts. Any disruption to any of these parts, caused by, for example, market disruption, system interruptions or break downs, hacking, man-in-the-middle attacks, viruses, worms, bugs, power outages, dependencies/interdependencies with other service providers, or any other event beyond the control of MCB and the Investment Dealer, may cause delays in terms of settlement, thereupon which Customers shall take any follow-up action they may deem necessary at their own risks and costs.
- (h) **Tax Risk:** Any amount paid may be subject to applicable taxes. Customers are thereby recommended to seek advice from a tax consultant.
- (i) **Inflation Risk:** Customers are informed that they need to take into consideration the fact that inflation during the tenor of investment products may affect their real value.
- (j) **Compound of Risk:** More than one risk factor may have simultaneous effects with regard to investment products so much so that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the impact which any combination of risk factors may have on the value of the investment products and/or the provision of Mobile Banking Services.
- (k) **Exchange Rate Risk:** Any conversion of one currency into any other currency may lead to a lower or higher return as a result of currency fluctuations.
- (l) **Force Majeure Event Risk:** If a force majeure event has taken place, or on any day MCB or the Investment Dealer determines that there has been any change in law, regulation or taxation, or its respective practice, policy or administration, or there exists or has occurred, any state of facts caused by circumstances beyond the control of MCB or the Investment Dealer, including, without limitation, the failed performance of any third party service providers, affecting MCB, the Investment Dealer or its affiliate's obligations under any transaction established in respect of an investment product, as a result of which it would be illegal, unlawful or financially disadvantageous, or disadvantageous from a regulatory or operational perspective, or impracticable in whole or in part to, among others, MCB, the Investment Dealer or its affiliates, to provide Mobile Banking Services with respect to the investment product (each, a "**Force Majeure Event**"), then MCB or the Investment Dealer may at its sole discretion, upon giving notice to the Investor that such Force Majeure Event has occurred, elect to terminate the product.

18.8 By approving any trading instructions via the Mobile Banking Services, the Customer hereby authorizes the Investment Dealer, in default of any other written agreement authorizing another person to so act, to settle (debit or credit) any of his bank accounts, including the Account Numbers, as per the prevailing settlement instructions with the Investment Dealer in relation to the approved transaction.

18.9 The Customer agrees that it is his responsibility to manage his portfolio of investments and keep himself up to date with his transactions and his accounts with MCB and the Investment Dealer under the Investment Portfolio Services. The Customer further agrees that he has determined that conducting investment business with the Investment Dealer, whether or not via the Mobile Banking Services, is appropriate and prudent in all respects and does not violate any applicable laws and regulations to which such investment activity or the Customer is subject and will take all necessary steps to stop conducting business with the Investment Dealer under the Investment Portfolio Services should this cease to be the case in the future.

18.10 Should any of his details change, or should he wish to make any amendments in relation to the Investment Portfolio Services, the Customer shall notify the Investment Dealer in writing as soon as is reasonably possible.

18.11 The Customer further represents and warrants that the monies which form the subject of these Terms and Conditions and the general terms of business of MCB and the Investment Dealer, and any additions thereto have not originated and will not originate from, or be put to use in relation to, activities or transactions which are a criminal offence under the laws of the Republic of Mauritius, or in breach of Clause 19 (*Compliance with Sanctions*).

18.12 The Customer also agrees that, except where expressly stipulated in writing, and if so, only to the extent permissible by applicable law, neither MCB Group, their directors, employees, agents, authorised representatives, nor the Investment Dealer (including their directors, employees, agents, authorised representatives) are responsible for: his investment education, investment advice, the management of his portfolio, performing any corporate actions (including without limitation dividend payments, automatic re-investment of dividends, sending annual reports, inviting him to company general assemblies, representing and voting for him in company general assemblies, diffusing announcements and information to him), filing his tax returns and exercising his rights to entitlements, amongst others.

## 19. Compliance with Sanctions

The Customer shall:

- (a) Comply in all respects with all Sanctions applicable to it;
- (b) Not engage in any transaction that to its knowledge evades or avoids or has the purpose of evading or avoiding, or breaches, or attempts to breach any Sanctions applicable to it;
- (c) Not, and shall not permit or authorise any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, any proceeds or financial accommodations thereunder:
  - (i) To any other person:
    - (A) To fund any activities or business of or with any person, or in any jurisdiction, country or territory, that, at the time of such funding, is, a Sanctioned Person or Sanctioned Country; or
    - (B) In any other manner that would result in a violation of Sanctions by any person.
  - (ii) To finance equipment or sectors under embargo decisions of the OFAC, the US Department of State, the United Nations, His Majesty's Treasury, the World Bank, the European Union, or any of its Relevant Jurisdictions, the United Kingdom and the United States of America, to the extent that these embargo decisions apply to it;
  - (iii) In connection with any trade, business or other activities with or for the benefit of any Sanctioned Person;
  - (iv) In any other manner that would result in any company within MCB Group being in breach of any Sanctions, being subject to any penalties or restrictive measures being imposed pursuant to Sanctions or being designated as a Sanctioned Person; or
  - (v) In connection with any trade, business or other activities in such other countries as are subject to trade sanctions imposed by a Sanctions Authority;
- (d) Not use any revenue or benefit derived from any activity or dealing with a Sanctioned Person, or from any trade, business or other activities in a Sanctioned Country in relation to, or on, the Mobile Banking Services;
- (e) To the extent permitted by law, promptly upon becoming aware of them, provide to MCB and the Investment Dealer the details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions by any Sanctions Authority;
- (f) Ensure that no person that is a Sanctioned Person shall become a Buyer;
- (g) Ensure that no person that is a Sanctioned Person will have any legal or beneficial interest in any Accounts Numbers; and
- (h) Where applicable, maintain in effect policies and procedures reasonably designed to ensure compliance by it with applicable Sanctions.

## 20. Modifications to Conditions of the Present Terms and Conditions

- 20.1 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.
- 20.2 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. MCB shall accordingly notify the Customer by such means as MCB shall think fit.
- 20.3 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 MCB.

## 21. Governing Law and Jurisdiction

- 21.1 These Terms and Conditions shall be governed by and construed in accordance with the Laws of the Republic of Mauritius. 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.
- 21.2 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 MCB's website, in contravention with any local or national laws of that country.

## 22. General Conditions

- 22.1 In the event where a joint bank account is included in the Customer's list of Account Numbers, and except where otherwise stipulated in writing, that joint bank account may be operated individually by any one of the joint bank account holders via Juice.
- 22.2 Where 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, unless otherwise stipulated, *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 all, of them.

22.3 **Market Data:** Each Customer to whom MCB distributes or makes available Market Data shall (i) comply with all laws, rules and regulations applicable to accessing and using the Market Data, (ii) cease all use of all Market Data upon the termination of the Customer's rights to receive MCB's Mobile Banking Services, (iii) not use the Market Data for any purpose independent of MCB's Mobile Banking Services (which prohibition shall include, for the avoidance of doubt, use in risk reporting or other systems or processes (e.g. systems or processes made available enterprise-wide for a Customer's internal/personal use)), (iv) use the Market Data only internally/for personal use, and (v) exculpate MCB Group, Bloomberg Finance L.P., their affiliates and respective suppliers and service providers from any liability or responsibility of any kind relating to the Customer's receipt or use of the Market Data and data derived therefrom (including expressly disclaiming all warranties).

### 23. Customer Acknowledgement and Declaration

The Customer acknowledges that he has been duly informed that 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](https://on.mcb.mu/juice_privacy_policy)

and

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

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