



Terms and Conditions  
**MCB Internet Banking Pro**  
**for Non-Individual**

# MCB INTERNET BANKING PRO FOR NON-INDIVIDUAL

## Terms and Conditions

### Preamble

Whereas

1. The Mauritius Commercial Bank Limited ("MCB or the "Bank") has developed an Internet Banking system through which it provides MCB customers (the "Customer" or "Customers") with access to selected banking services via the Internet and comprising of service options, as detailed in the MCB Internet Banking service registration form accessible on the MCB Website services and which the Customer hereby declares having perfectly understood and agreed to;
2. By completing the MCB Internet Banking Pro registration form, the Customer has requested the MCB to provide such banking services through its Internet Banking system ("MCB IB"), which the MCB has agreed to.

### 1. Definitions and Interpretations

The following expressions used in the present Terms and Conditions shall have, except where not appropriate in the context, the meanings as described hereunder. The headings in the present Terms and Conditions are for convenience only and shall not affect their construction or interpretation. The plural shall include the singular, the masculine shall include the feminine and vice-versa.

**Authorised Signatory:** A person appointed by the Customer, and accepted by the MCB to sign acts and deeds for and behalf of the Customer.

**Authorised IB User:** A person appointed by the Customer, and accepted by the MCB to have access to selected banking services of MCB and the Customer's account(s) via the MCB IB.

**Basic IB User:** An Authorised IB User empowered by the Customer and accepted by the MCB to:

- View, on MCB IB, the Customer's accounts specified by the Customer
- Initiate instructions and requests transmitted through MCB IB

**Signatory IB User:** An Authorised IB User empowered by the Customer and accepted by the MCB to:

- View, on MCB IB, the Customer's accounts specified by the Customer.
- Initiate, authorise and sign, within the powers delegated to him, instructions and requests transmitted through MCB IB.

**Hardware:** The Authorised IB User's PC, modem, mobile or any other equipment needed for appropriate access to and for optimal use of the Internet as carrier of MCB IB.

**Login Password:** The login password setup by the Authorised IB User which, when coupled with his User ID, gives him privileged access to selected banking services of MCB and to his account(s), and as duly described in the MCB Internet Banking service registration form.

**MCB Internet Banking Pro:** IB Pro.

**MCB Internet Banking Pro IB:** The Internet Banking system of The Mauritius Commercial Bank Limited.

**MNO:** Mobile Network Operator.

**mPIN:** A four digit Mobile Pin (mPIN) set by the Authorised IB User which is paired exclusively to the Authorised IB User's device and used for authentication and transaction signing purposes (Applicable to SmartApprove Application only.)

**OTP:** One-time password (OTP) is a system-generated code sent by way of email, SMS or any other form of electronic communication or message to the Authorised IB User.

**Push Notification:** Notifications sent to Authorised IB User on his smartphone or mobile device for informative purposes.

**Smart Approve:** Tool provided by the MCB to the Signatory IB User and available on their smartphones or other mobile devices.

**User ID:** A user identification code which enables MCB IB identify each Authorised IB User upon access to MCB IB. The User ID is either the registered email address or the registered mobile number.

### 2. Conditions of Use of MCB IB and Security Precautions

2.1 The Customer acknowledges that:

- a. All passwords created by the Authorised IB User should be kept secret and should not be imparted or communicated to any person whomsoever.
- b. The Authorised IB User shall ensure, before accessing MCB IB, that his internet browser is not equipped with any User ID and password memorizing facility whatsoever.

2.2 The Authorised IB User shall immediately notify the MCB upon becoming aware that his passwords have fallen into the hands or made known to any person other than himself.

### 2.3 Smart Approve

The Signatory IB User acknowledges that:

- a. To start using the Smart Approve, the Signatory IB User must first download the application on the appropriate store and register himself using his MCB IB credentials.
- b. Upon registration, the Signatory IB User shall perform the device pairing process on his mobile device;
  - Log in Authentication application using his MCB IB credentials;
  - Accept the terms and conditions of use of the Smart Approve;
  - Confirm his mobile phone number as per the Bank's records. A verification code will be generated and sent by SMS or any form of electronic communication or by any form of electronic communication to the Signatory IB User on his mobile phone to validate the confirmed mobile number to complete the device pairing process.
  - Enter the verification code received;
  - Set and confirm his mPIN;
  - Confirmation message displayed for successful registration.
- c. The device pairing process is applicable only for accessing the Smart Approve on a mobile.
- d. The registered Smart Approve user has the possibility to pair only one device for accessing the Smart Approve.
- e. Certain functionalities will need to access information (including but not limited to the Signatory IB User personal data shared with the Bank ) on the Signatory IB User device to work. By using such functionalities, the Signatory IB User consents to the application accessing his device and information. The Signatory IB User may also manage how the application accesses his device or information using privacy settings on his mobile device.
- f. The Signatory IB User shall ensure, before accessing Smart Approve that his smartphone, tablet or any other applicable device is not equipped with any User ID and Password memorizing facility.
- g. The use of and/or downloading of any file/software from the Internet shall be at the Signatory IB User 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".
- h. The Signatory IB User hereby formally agrees to indemnify MCB against any claim, liability, or action whatsoever against it in connection with the use of the Smart Approve.
- i. The OTP shall, at all times, be sent to the mobile number provided to the Bank or updated by the Signatory IB User through IB and displayed during the confirmation process.
- j. The Smart Approve gives the registered Signatory IB User access to his account and it is therefore recommended that the Signatory IB User keeps his device secure and logs out from the Smart Approve if he is not using it. It is the Signatory IB User responsibility and MCB shall in no circumstance whatsoever, be held liable therefore.
- k. The registered Signatory IB User shall nevertheless be liable to MCB for any transaction effected through the Smart Approve by any other person who acquired possession of the Signatory IB User device whether it is with or without the latter consent before such notification is received by MCB as if he had used it himself.
- l. If the Signatory IB User suspects that a third party knows his password or other security details, he must immediately change his mPIN or alternatively contact the Bank on the (230) 202 6060 (24 hr service) for assistance. If the Signatory IB User fails to do so, he shall be liable for any unauthorized transactions effected on the account(s) which are as a result of his security details becoming known to a third party.
- m. It is the sole responsibility of the Signatory IB User to inform MCB of any change in the mobile number originally communicated to MCB and registered with MCB.
- n. The Signatory IB User understands and agrees that in order to access the Smart Approve effectively he shall:
  - Obtain by his own means and maintain the appropriate hardware and software;
  - Duly take cognizance of the user guide and security information as may be amended from time to time by MCB and available on the MCB Website, and undertake to carefully adhere to the recommended procedures;
- o. The Signatory IB User shall be solely liable for any expenses, loss or damage that MCB 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 2.3 k above.

### 2.4 MPin

- a. The mPIN shall be a four digit pin set by the registered Signatory IB User which can be changed by the latter through the SmartApprove application.
- b. The mPIN is essential to log on the Smart Approve and perform transactions. The registered Signatory IB User shall, in all circumstances, keep his mPIN secret, and not impart it to any person whatsoever.

- c. If the mPIN has become known to any person other than the registered Signatory IB User, the latter shall notify the Bank immediately on the (230) 202 6060 (24hr service).
- d. The Signatory IB User shall have the possibility to change his mPIN on the Smart Approve.
- e. MCB shall never contact an Authorised IB User to request his security credentials. If the Signatory IB User 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 the Smart Approve and the use of the credentials. The Signatory IB User should report any such activity to the Bank immediately on the (230) 202 6060 (24hr service).

## 2.5 Loss or theft of mobile phone

The registered Signatory IB User shall immediately report to the Bank on the (230) 202 6060 (24hr service) any loss or theft of the mobile device, including any suspected abstraction by any third party whatsoever.

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 Bank shall be conclusive.

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 Signatory IB User.

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 Signatory IB User's account.

- 2.6 The Customer shall nevertheless be liable to the MCB for any transaction effected through the use of the Smart Approve by the Signatory IB User and/or any person who acquired possession of it, with or without the Signatory IB User's consent, before such notification as mentioned in Clause 2.12 hereunder, is formally received at the MCB, as if the Signatory IB User had used it himself. In case of any dispute as to the effective time and date of notification of the loss, theft or suspected theft, the time and date of receipt of the written notification within the MCB's records shall be final and conclusive evidence the date and time of such notification.
- 2.7 The Signatory IB User has the obligation to inform the Bank of any change with respect to its phone number. If the Signatory IB User fails to inform the Bank as aforesaid and the Bank is in receipt of any notification from the relevant MNO that the Signatory IB User's phone number has been reallocated, the Bank reserves the right, in its absolute discretion, to amend its records accordingly without the Signatory IB User's prior consent and to terminate the Signatory IB User's subscription to the Smart Approve.
- 2.8 All Signatory IB Users, previously designated by the Customer and such other persons as are from time to time mandated by the Customer, to operate its accounts shall, be 'ipso facto' entitled to access and operate the Customer's accounts through MCB IB as an Authorised IB User.
- 2.9 Any data received by the MCB which has been authenticated by means of any verification device within MCB IB shall be duly relied upon by the MCB as being authenticated by the holder of such device registered with the MCB. The MCB may accept as valid and duly authorised by the Authorised IB User, any form of instruction, data and/or message received through MCB IB 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/or the Authorised IB User and the MCB shall incur no liability whatsoever with respect to the performance and execution by it, of any of such instruction, data and/or message.
- 2.10 The MCB shall not incur any liability if it is unable to perform its obligations under the present Terms and Conditions due directly or indirectly to the failure or breakdown of any machine, data processing system, Smart Approve, transmission link, communication error or any medium of access to MCB IB.
- 2.11 In cases of payment/transfer instructions, the MCB shall be under no obligation to match the destination account number with the beneficiary's name. In case of any discrepancy, the destination account number, as instructed by the Customer and/or Authorised IB User, shall prevail.
- 2.12 The Signatory IB User shall ensure that all data transmitted to or from the MCB through MCB IB is correct. If any incorrect information is provided or if there is any error in the instruction given, the Customer accepts full responsibility for all losses resulting from any of its error or ambiguity in the information provided. If any information provided is untrue, inaccurate, not correct or incomplete, MCB reserves the right to recover from the Customer any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.
- 2.13 The MCB shall not be liable for any breakdown or failure of medium of access to the MCB's network.
- 2.14 The MCB shall not be bound to effect any payment in accordance with any instruction received by MCB through MCB IB unless:
  - 2.14.1 sufficient cleared funds are available on the account from which the funds are requested to be debited for payment.
  - 2.14.2 prior formal arrangements have been made with the MCB to overdraw the account and the limit allocated to the said account is not exceeded.
- 2.15 The Authorised IB User's instructions are irrevocable and unconditional and cannot be altered, modified, amended, restrained or extended by the Authorised IB User.
- 2.16 The Customer agrees that the MCB shall not, in any circumstances whatsoever, be bound to ensure that any payment to, or receipt of funds from a third party can be effected at any particular time or within any particular time limit.

- 2.17 If the MCB acts upon any instruction received via MCB IB and thereby provides a banking service 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.
- 2.18 In order for the Authorised IB User to effectively accede to MCB IB, the Customer understands and agrees that:
- 2.18.1 it shall obtain by his own means and maintain the appropriate hardware and software.
- 2.18.2 it and/or the Authorised IB User shall duly take cognizance of the security information provided on the MCB Website and as may be amended by the MCB from time to time, and undertake to scrupulously adhere to the recommended security procedures.
- 2.19 Any failure on the part of the Authorised IB User to follow the security procedures referred to hereabove shall amount to a breach by the Customer of the present Terms and Conditions whereby MCB shall not be held liable should any transactions be performed and/or any instructions, data or message be transmitted via its credentials and/or the Authorised IB User's credentials.

### **3. The Customer is fully and perfectly Aware that:**

- 3.1 The use of and/or downloading of any file/software from the Internet, be it from MCB IB or not shall be at its 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".
- 3.2 The MCB shall not be in any circumstances whatsoever liable 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. Furthermore, the MCB shall not accept any responsibility in connection with the suitability, performance or security aspect of such software.
- 3.3 The Customer shall be solely liable for any expenses, loss or damage that the MCB or any third party may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such aforementioned software.

### **4. Copyrights and Related Rights**

- 4.1 Notwithstanding the provisions of clause 4.2, 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.
- 4.2 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.
- 4.3 The Customer and/or the Authorised IB User 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 and/or the Authorised IB User in conformity with this present Terms and Conditions and the existing procedures to this effect shall be irrevocable and binding upon the Customer.

### **5. Fees for the MCB IB selected Banking Services**

- 5.1 Fees (the "Fees") mentioned in this section do not include charges for any banking and/or other services provided by the MCB and pertaining to requests submitted by the Customer and/or any signatory IB user through MCB IB.
- 5.2 The Customer shall pay the MCB the Fees agreed upon between the MCB and itself at the commencement of the present Terms and Conditions and which may be varied from time to time in accordance with clause 5.5 hereunder. Such Fees shall also be varied if the Customer agrees to utilize additional services subsequent to the date of the present Terms and Conditions. Any additional charge in respect of such additional service shall be due on the date of its notification to the Customer.
- 5.3 Payment of Fees shall be effected on a monthly basis exclusively through the debit of the account indicated by the Customer in the MCB Internet Banking Pro registration form. The MCB shall accordingly be entitled to debit that account with the amount of fees relating to the use of MCB IB.
- 5.4 The Customer shall, during the currency of the present Terms and Conditions and so long as the present Terms and Conditions remains binding upon it, neither revoke this authority nor close the account indicated in clause 5.3 above for the payment of MCB IB Fees without the formal written consent of MCB.
- 5.5 Without prejudice to clauses contained herein, the MCB may, in its sole and absolute discretion, at any time and after having given at least 30 (thirty) days written or electronic notice, vary any such Fees due under the present Terms and Conditions. Any such variation shall come into effect on the date specified in the notice unless the Customer, 13 (thirteen) days before such date, provides the MCB with a written or electronic notice terminating the present Terms and Conditions on such date specified by it.

### **6. Special provisions relating to the use of MCB IB**

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 given by the Customer and/or any Signatory IB User through MCB IB with the coupled use of any of the relative credentials and shall be binding to all intents and purposes, upon the Customer.

## **7. Liability**

- 7.1 The MCB shall not be bound to inquire into the authority of the person using the credentials to access the MCB IB and using the Smart Approve to transact upon the different accounts which the Authorised IB User is entitled to, or to apply for a service or to give instruction in the name of the Customer.
- 7.2 The Bank will not under any circumstance interfere with or accept responsibility for any disputes arising in respect of goods or services purchased or availed of through MCB IB.
- 7.3 The Customer shall ensure that all its Authorised IB Users are made fully aware and conversant with the terms and conditions of the present Terms and Conditions. The Customer accordingly undertakes to indemnify the MCB or any third party from and against all losses, expenses, charges and claims which the MCB or any third party may suffer or incur as a result of:
- (i) the failure of the Authorised IB User to observe any of the terms and conditions of the present Terms and Conditions;
  - (ii) any transaction, message, data or instructions given, performed or transmitted through the Authorised IB User's ID.
- 7.3 The Customer hereby authorises the MCB to debit different accounts upon which the Authorised IB User is entitled to access and transact with the amount of any such transaction effected through MCB IB together with any fee related thereto.
- 7.4 The Customer hereby formally agrees to indemnify the MCB against any claim or action whatsoever against it in connection with the use of MCB IB and its different banking systems by its Authorised IB Users.
- 7.5 The Customer further formally and irrevocably agrees that the MCB shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay or nonperformance arising out of:
- 7.5.1 failure by the Authorised IB User to adhere to the terms and conditions of the present Terms and Conditions or the Authorised IB User being in contravention with any law or regulation for the time being in force or the Authorised IB User having furnished incorrect information on the MCB Internet Banking Pro registration form and/or any other document sent by the Customer to the MCB.
  - 7.5.2 possession, use, abuse, misuse and manipulation by the Authorised IB User, of any third party software.
  - 7.5.3 failure by the MCB to execute any instructions from the Customer as a result of causes beyond the MCB's control ("force majeure"), including but not limited to fire, storm, flood, explosion, vandalism, sabotage, strikes or other labour disputes, whether involving the MCB's 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.
  - 7.5.4 unavailability or disruption of MCB IB due to reasons mentioned in sub-clause 7.5.3 above or for any other reason.
  - 7.5.5 any consequential, indirect or circumstantial losses including but not limited to loss of profits, contracts or financial losses howsoever caused or arising.
  - 7.5.6 failure or malfunctioning of any hardware or software used by the Authorised IB User to access MCB IB.
  - 7.5.7 unauthorised access to the Customer's account/s or any breach of security procedures laid down therein.
  - 7.5.8 use, misuse, abuse, malfunction or failure of the Customer's internet access or hardware.

## **8. Termination of the present Terms and Conditions**

- 8.1 Either Party shall be entitled to terminate the present Terms and Conditions by giving 30 (thirty) days' prior notice.
- 8.2 However, the MCB shall be entitled to terminate the present Terms and Conditions immediately upon:
- (i) any breach thereof by the Customer and/or Authorised User, or;
  - (ii) when the Customer's accounts are not maintained to the full and complete satisfaction of the MCB or;
  - (iii) upon the bankruptcy, liquidation or dissolution of the Customer or upon the appointment of a Receiver Manager or where any of the Customer's accounts is blocked or closed by the MCB.
- 8.3 Termination of the present Terms and Conditions, howsoever occasioned, shall not affect or prejudice any accrued rights or liabilities of either Party hereunder nor shall it affect any provision which is intended to apply after such termination.
- 8.4 The MCB also reserves the right to cancel the service if MCB IB has not been utilised for a period of 12 (twelve) consecutive months.

## **9. Assignment**

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

## 10. Notices

10.1 Any notice to be given by either Party under the present Terms and Conditions, except if otherwise provided therein, shall be sent by standard e-mail, registered mail or otherwise handed over to the other Party. However any notification sent through standard e-mail shall, be confirmed in writing, signed and delivered to the other Party as follows:

If to MCB:

Attention of:

The Relationship Manager

9-15, Sir William Newton Street, Port-Louis

If to the Customer: at its registered address specified in the Internet Banking service registration form;

Otherwise, it shall be deemed to be null and void.

## 11. Availability

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

11.2 The operation hours may be varied and suspended by the MCB without notice although in such cases the MCB will endeavour to advise the Customer as soon as may be reasonably practical, by whatever means the MCB may deem appropriate and fit.

11.3 The date and time referred to on the MCB Website or on any other document relating to the MCB IB services shall be the date and time prevailing in the Republic of Mauritius at the time of the transaction.

## 12. Data Protection

12.1 The Customer acknowledges, understands and consents that the Bank shall, for the performance of its obligations hereunder, collect and where necessary or required, process, transfer and store, personal information ("Personal Data") of the Customer or such other officers, employees and directors of the Customer, where applicable (the "Relevant Persons"). The Bank undertakes to treat the Personal Data of the Relevant Persons confidentially and securely in line with the provisions of the Data Protection Act 2017.

12.2 The Relevant Persons have the right of access to, the possibility of correction of and destruction of, their Personal Data which is in the custody or control of the Bank.

12.3 The Bank undertakes not to reveal or otherwise disclose the Personal Data to any external body or person save and except for the disclosure of any Personal Data to any agent, third party service provider, professional adviser, a member of the Bank's group of companies or any other person under a duty of confidentiality to the Bank.

12.4 The Customer expressly agrees and procures to do all such things as may be necessary or required to ensure that the Relevant Persons are made aware of the data protection provisions herein contained so that the Relevant Persons may give their consent with regards to the collection, processing, transfer and storage of Personal Data by the Bank.

12.5 The Customer acknowledges that he has been duly informed that MCB has developed a Policy governing Data Protection and Processing, which he should be aware of and, which is made available to him on: <https://on.mcb.mu/f2388>

## 13. Complaints Procedure

13.1 MCB is committed to handling any customer complaint promptly, courteously and in a manner that is fair and equitable. Should the customer not be satisfied with the Bank's level of service, he may submit his complaint:

- to his Relationship Manager;
- to the nearest Branch;

By filling in the Customer Feedback Form and handing it over to the Branch Manager or the Operations Supervisor

- To The Complaint Desk at the Head Office of the Bank, Port-Louis
- on the Bank's website at <https://www.mcb.mu/en/contactus>
- by telephone on 202 6060

## 14. Jurisdiction

14.1 The present 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 fulfilment of the present Terms and Conditions shall be submitted to the exclusive jurisdiction of the competent Courts within the Republic of Mauritius.

14.2 Terms and Conditions shall be those existing at the time of the transaction taking place. The Customer and the Authorised IB User dealing outside the Republic of Mauritius should be aware of the local laws of the country from which he is operating on MCB IB 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 Website, in contravention with any local or national laws of that country.

14.3 The Customer warrants that all information submitted to the MCB on the MCB Internet Banking Pro registration form is accurate and correct.

#### **15. Modifications to the present Terms and Conditions**

- 15.1 By accepting to access MCB IB through the use of his User ID and his login password, the Customer binds itself formally and irrevocably to the Terms and Conditions herein contained.
- 15.2 The MCB reserves the right to vary the terms of the present Terms and Conditions which includes the modification, amendment, alteration, restraint or extension of any of the selected banking services offered through MCB IB. The MCB shall accordingly provide thirty (30) day prior notice to the Customer by such means as the MCB shall think fit. Any such variation shall become effective upon the expiry of the aforesaid 30 days.
- 15.3 The MCB shall not in any circumstances 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.

#### **16. General Conditions**

- 16.1 The present Terms and Conditions shall continue in full force and effect and continue to bind all respective assignees and successors of the corporate body.
- 16.2 The headings in the present Terms and Conditions are for convenience and shall not affect their construction or interpretation.
- 16.3 The latest version of Terms and Conditions are also available at any time on request at all MCB Branches and on MCB's website ([www.mcb.mu](http://www.mcb.mu)).