

BANK ONE

CREDIT CARD
TERMS & CONDITIONS

Subject to any other agreement made in writing between Bank One Limited (hereafter referred to as "Bank One") and the Customer, the relationship between Bank One and the Customer shall be governed by the following Credit Card Terms and Conditions (hereafter referred to as "Terms and Conditions").

1. DEFINITION & INTERPRETATION

- 1.1. The headings contained in this Terms and Conditions are for convenience of reference only, and shall not be deemed to be a part of this agreement neither be referred to in connection with the interpretation of this agreement.
- 1.2. In this agreement, the use of the masculine shall include the feminine and vice versa and the use of the singular shall include the plural.
- 1.3. For the purposes of this Terms and Conditions, the following definitions shall apply:
 - "**ATM**" means any Automated Teller Machine, located in the Republic of Mauritius or abroad, displaying the Mastercard Logo and including Bank One Limited ATMs.
 - "**Bank**" means Bank One Limited or Bank One.
 - "**Card**" means any Credit Card issued by Bank One.
 - "**Cardholder**" means either the Primary Cardholder and/or the Supplementary Cardholder.
 - "**Card type**" means Bank One MasterCard Platinum Debit and/or MasterCard Business and/or MasterCard Platinum Credit Card and/or MasterCard Business Credit Card and/or MasterCard World Credit card issued by Bank One to its customers.
 - "**Credit Card Account or Card Account**" means the specific bank account attached to the specific Card issued to the Cardholder.
 - "**Credit Card Limit**" means the maximum amount Bank One allows the Cardholder to deal with the Card Account at any time.
 - "**E-Communication**" includes, but not be limited to, statement of account, notices, automated advices, reminders, Personal Identification Number, 3D Secure One Time Password ('OTP'), offers and promotions for marketing purposes, legal and regulatory disclosures, communications, access to bank's Cards Portal and/or any other documents that bank is required to provide to the Cardholder on any E-Communication.
 - "**E-Communication Devices**" means the electronic mail address/mobile phone number that the Cardholder has provided to Bank; electronic platforms; and/or any other electronic means used by the Cardholder.
 - "**MCIB**" means the Mauritius Credit Information Bureau.
 - "**PIN**" means the Personal Identification Number allotted by the Bank to the Cardholder in order to operate the Card Account.
 - "**POS**" means the Point of Sales terminal of any authorised merchant displaying the Mastercard Logo and accepting Cards and Card Transactions.
 - "**Primary Cardholder**" means the customer who has been issued any one or more of the Cards referred to in Clause 3.1 and in whose name the account is maintained.
 - "**Supplementary Cardholder**" means any person for whom the Primary Cardholder has requested the Bank to provide a Card to so that the Supplementary Cardholder may use the Primary Cardholder's Credit Card Account and Credit Card Limit.
 - "**Transaction**" means any purchase made or cash advance or balance inquiry or cash withdrawal obtained by the Cardholder or an additional Cardholder using the card or card number and details therein.

2. PURPOSE OF THE CARD

- 2.1. The Card enables the Cardholder, at any terminal displaying the sign corresponding to that appearing on his Card:
 - 2.1.1. To effect transactions in the Republic of Mauritius and abroad.
 - 2.1.2. To pay for goods and services supplied by merchants.
 - 2.1.3. To pay for the goods and services supplied by merchants, by tapping or waving the Card at a contactless reader/terminal ("Contactless Transaction Processing").
 - 2.1.4. To withdraw banknotes in the Republic of Mauritius in the local currency, and abroad to withdraw banknotes, in the currency of the country concerned, from member banks, financial institutions and ATMs.
- 2.2. The Card shall not be used for any unlawful purpose, including the purchase of goods or services prohibited by the local law applicable in the Cardholder's jurisdiction.

3. ISSUE OF THE CARD

- 3.1. The Bank shall issue Cards to the customers whose application to that effect shall have been duly accepted and after the opening of the Credit Card Account.
- 3.2. The Card is strictly personal and not transferable.
- 3.3. For the Card to be valid, it must be signed exclusively by the Cardholder before use.

4. THE PERSONAL IDENTIFICATION NUMBER

- 4.1. A PIN, essential for accessing ATMs and POS, shall be allotted by the Bank to the Cardholder and confidentially notified to him through a PIN mailer. The PIN mailer will be sent by post to the Cardholder separately from the Card. At the request of the Customer, the PIN mailer may be made available for collection at the Customer's Bank branch. PIN shall be delivered via SMS at request of customer from their registered number.
- 4.2. The Cardholder shall, in his own interest, keep the PIN secret, not impart it to any person whatsoever, memorise and destroy the PIN mailer promptly. Accordingly, the Cardholder shall never write the PIN on the Card or on anything usually kept with it. The PIN is required to withdraw banknotes from ATMs. The PIN may also be required for purchases at POS machines.
- 4.3. If the PIN has become known to any third party other than the Cardholder, the latter shall notify Bank One Card Centre immediately on the (+230) 202 9200, which is a 24h service or immediately change PIN code on any Bank One ATM terminal. The Cardholder shall nevertheless remain liable to Bank One for any transaction effected with the use of the Card by any other person who acquired possession of it with or without the Cardholder's consent before such notification is received by Bank One Card Centre as if he had personally used the Card.
- 4.4. In case the PIN code has been forgotten, the Cardholder must make a request in writing for re-issuance of a fresh PIN for which a fee may apply.

5. CREDIT LIMIT

- 5.1. The Bank shall assign a Credit Limit to the Credit Card Account which must be strictly observed. The Cardholder may however apply for a review of his Credit Limit at any time. Such Credit Limit may be reviewed at the Bank's sole discretion.
- 5.2. The Bank may revise the Credit Limit from time to time, which will be communicated to the Cardholder beforehand. Where the Bank proposes to increase the Credit Limit assigned to the Cardholder, the Bank shall give prior notice thereof to the Cardholder and the latter shall have the right to refuse the proposed increase. Similarly, the Cardholder may request the Bank to reduce his Credit Limit.
- 5.3. The Cardholder authorises the Bank to make any queries it deems necessary for the purpose of credit assessment when revising the Credit Limit, including queries through MCIB as per Clause 15.3.
- 5.4. In computing whether the Credit Limit has been exceeded, the Bank shall take into account the amount of any card transactions not yet debited to the Credit Card Account and of any authorisation given by the Bank to a third party in respect of a prospective card transaction.
- 5.5. The Cardholder shall also inform the Bank of any material changes to his personal circumstances that might have an impact on the Credit Limit assigned to him.

6. USE OF CARD

- 6.1. The Cardholder is entitled to use his Card for the purposes set out in Clause 2.
- 6.2. The Cardholder undertakes to exercise the utmost care to prevent the Card from being lost or stolen.
- 6.3. Any amount withdrawn by the Cardholder, such as it is recorded by the ATM, shall be debited to the Cardholder's Credit Card Account along with any associated fees.
- 6.4. The Bank may refuse any request for authorisation of a transaction in the following cases:
 - 6.4.1. If the Bank has reasonable doubt that such a transaction is fraudulent.
 - 6.4.2. In case the mandatory minimum payment has not been fully settled even though the credit limit has not been exceeded.
 - 6.4.3. If the Bank has established that the Cardholder may not be able to settle his Credit Card Account in full and on time. In these cases, the Bank shall not be required to give any prior notice.

7. CONTACTLESS TRANSACTION PROCESSING

- 7.1. The Card issued by the Bank allows for contactless transaction processing. This means that the Cardholder may execute a transaction which shall be processed without requiring the Card to be swiped or inserted at a reader/terminal or requiring the Cardholder's PIN provided that the transaction limit set out by the Bank is not exceeded. The said transaction limit may be amended from time to time at the Bank's discretion.
- 7.2. The contactless payment method via Mastercard network can be performed at any POS terminal which displays Mastercard contactless logo.
- 7.3. Contactless transactions are also subject to the transaction and/or daily limits which shall be revised by the Bank from time to time.
- 7.4. Where the Cardholder has exceeded his limit, he may be required to enter his PIN to complete a transaction.
 - 7.4.1. Contactless Transactions are also subject to terminal limits which shall be set by the acquiring bank.
 - 7.4.2. If Contactless Transaction exceeds one or more of the limits, the Cardholder can still make purchases by swiping or inserting the Card into the reader/terminal and inputting the PIN.
- 7.5. For contactless transactions, there are no chargeback rights.

8. E-COMMUNICATIONS

The Cardholder, fully understand and agree to:

Receive E-Communication relating to Bank One Card from the bank as per this Terms and Conditions on E-Communication via any of the E-Communication Devices.

- 8.1. The customer shall no longer receive any communication from Bank, including my statement of accounts and/or any other information relating to my Bank Card in paper format.
- 8.2. In the event the Cardholder withdraws his/her consent to receive E-Communication from Cim, he/she shall notify the bank with a prior written notice of thirty (30) days by sending an email on contactcentre@bankone.mu or visit one of the banks branch.
- 8.3. The death of the Cardholder will not result in the automatic termination of the E-Communication unless written notice has been given.
- 8.4. Where the Cardholder has withdrawn his/her consent to receive E-Communication and subsequently makes a request for a paper copy of a document in relation to the bank Card, the bank reserves the right to charge the Cardholder a reasonable service charge, to be determined by the bank at its sole discretion.
- 8.5. The Cardholder hereby authorises the Bank to send his/her Card's Personal Identification Number ('PIN') on the mobile phone number that is recorded on the bank systems at the Cardholder's own risk and peril; and the bank shall not be held responsible for any prejudice and/or loss suffered by the Cardholder.

9. SPECIAL PROVISIONS RELATING TO THE RUNNING OF THE ATMs

- 9.1. Any amount withdrawn from the ATM shall be recorded and/or reproduced on a computer-base. The Cardholder agrees that such records shall be conclusive and irrefutable evidence of the amounts withdrawn by the Cardholder and that the Bank shall be entitled to debit such amounts to the Cardholder's Credit Card Account.
- 9.2. The Bank, its employees and/or its agent responsible for the maintenance of the ATMs shall, in no circumstances, be held liable for the malfunction, temporary breakdown or misuse of the ATMs or for any cause whatsoever which may result in the retention of the Card or it being defaced, torn or destroyed, rendered unusable, and shall not be liable for any consequence resulting from same.
- 9.3. Improper use of the ATM or unsuccessful attempts to key in PINs will result in the automatic retention of the Card which the Cardholder shall then recover by calling at his Bank branch with proof of identification.
- 9.4. The Bank shall not be held liable, in the absence of willful misconduct or gross negligence on the part of its servants or agents, for any loss or damage suffered by the Cardholder, arising out of an interruption or failure of power supply to an ATM, of any ATM breakdown or damage, or any other interruption beyond the control of the Bank.

10. PAYMENT FOR GOODS AND SERVICES

- 10.1. The Cardholder may be required to sign a Sales Voucher or enter his PIN code when using the Card to purchase goods and services. In case, the PIN has been entered, signature may not be required. Payment shall be evidenced by a Sales Voucher issued by the merchant and duly signed by the Cardholder.
- 10.2. However, failure to do as per Clause 9.1 shall not relieve the Cardholder from liability for payments effected by the Bank for his Credit Card Account through the use of the Card. The merchant copy of the transaction bearing the details of the card and the transaction shall entitle the Bank to effect the payment aforesaid, whether or not it is signed by the Cardholder.
- 10.3. Under no circumstances shall the Bank's claim and right to receive payment from the Cardholder, in terms of goods and services, supplied through the use of a Card be affected by a dispute or claim arising between the Cardholder and the supplier of such goods and services.
- 10.4. The Cardholder shall not have a claim against the Bank or the right to refuse payment for any reason whatsoever in the event of a dispute arising between the Cardholder and the supplier of any goods or services acquired with the use of the Card or card details. However, the Bank shall be entitled and shall undertake to provide all necessary information relating to the use of the Card to the Cardholder.
- 10.5. The Bank shall not be liable for the refusal/decline by any retailer or bank or financial institution to accept or honour the Card.
- 10.6. Where a merchant becomes liable to make a refund to a Cardholder, the Bank shall credit the Credit Card Account with the amount to be refunded either on receipt of a credit voucher issued by the merchant or on receipt of a letter from the merchant requesting such a refund.

11. METHODS OF SETTLEMENT

- 11.1. The Card shall allow credit facilities to the Cardholder and the Credit Limit shall be periodically communicated to him on his bank statement.
- 11.2. The Bank shall send to the principal Cardholder a monthly statement of all transactions effected by electronic means or by post. The non-receipt by the Cardholder of the relative monthly statements does not, in any way, discharge the Cardholder from the payments obligation as laid down in Clause 11.3.
- 11.3. The debit balance of the Cardholder's Credit Card Account shall be settled in one of the following ways as selected by the Cardholder:
 - 11.3.1. Payment in full of the amount as at statement date; or
 - 11.3.2. Mandatory minimum payment as shown on the Cardholder's statement.

- 11.4. The Cardholder shall effect the payments referred to in Clause 11.3 in accordance with the usual Bank procedures. For the Cardholders having a bank account, a Direct Debit Instruction shall be established at no cost to the Cardholder and shall be carried out by the Bank subject to the current/savings Account to be debited showing a sufficient available balance on payment due date.
- 11.5. The Cardholder is allowed a revolving credit, which consists in his credit facility being adjusted by an amount equivalent to each refund effected by him within his overall Credit Limit. The Cardholder shall, in no circumstances, exceed the authorised Credit Limit.
- 11.6. Before effecting payment by Credit Card, the Cardholder shall ensure that he has sufficient funds available on his Credit Card Account or that the transaction falls within the limit authorised by the Bank.
- 11.7. The debit balance of the Cardholder's Credit Card Account shall be charged with interest at such rate as may from time to time be fixed by the Bank and shall be computed on the daily debit balance. Cash withdrawals shall incur interest as soon as a transaction is effective as from the transaction date whereas purchases are charged with interest as from date transaction is posted to the Credit Card Account.
- 11.8. Payments made to the Cardholder or for his Credit Card Account in pursuance of this Terms and Conditions shall be subject to the provisions of Articles 2150-1 and following of the Mauritian Civil Code relating to the special privilege of the banker.
- 11.9. Transactions effected in foreign currency shall be converted into the currency of the Card on the date the transaction is processed as follows:
The transaction shall be converted at the rate set by Mastercard on the processing date of the transaction plus any additional fee/charge by Mastercard. In addition, the Bank shall include a charge on the conversion amount as referred to in Clause 16.5 below.
- 11.10. The Cardholder must pay the bank immediately (and in full):
 - 11.10.1. Any late mandatory minimum payment.
 - 11.10.2. Any amount the Cardholder has spent exceeding his Credit Limit.
 - 11.10.3. The amount of any transaction which causes this agreement to terminate.
- 11.11. If Cardholder has not made the mandatory minimum payment by the due date, a late payment fee* shall be charged. At the same time, interest on the balance carried forward will still apply. Furthermore, the status of the account will change and additional transactions will not be allowed on the card until balance due is cleared.
- 11.12. All amounts or balance remaining unpaid under this agreement shall become immediately due and demandable to the Cardholder upon the occurrence of the following:
 - 11.12.1. The Cardholder committing any breach of the Terms and Conditions herein contained; and/or
 - 11.12.2. The death of the Cardholder; and/or
 - 11.12.3. An order or judgement has been issued or delivered against the Cardholder, whether by default or otherwise.

12. LIABILITY OF PRIMARY CARDHOLDER

- 12.1. The Primary Cardholder is responsible for the safekeeping and use of his Card and his PIN. He shall exercise the utmost care to prevent it being lost, stolen or used by another person.
- 12.2. Subject to the provisions of Clause 13.6, the Cardholder's liability shall last until the oral or written notification of the loss, theft or suspected theft, is received at the Bank.
- 12.3. The maximum amount of the Cardholder's liability for unauthorized use of the card where it is lost or stolen, is the maximum amount that can be withdrawn immediately preceding the time and date of the report of the loss or theft of the card to the Bank.
- 12.4. If any person uses the Cardholder's Card before the latter has informed the Bank that the Card has been lost or stolen, Bank One may refund the disputed transaction, if:
 - 12.4.1. The Cardholder has exercised reasonable care in safeguarding his Card from risk of loss, theft or unauthorised use; and
 - 12.4.2. The Cardholder had immediately and without delay notified the Bank upon discovery of the loss, theft, or unauthorised use; and
 - 12.4.3. A PIN has not been used as the Cardholder verification method for the unauthorised transaction; and
 - 12.4.4. The Cardholder has complied with the present Terms and Conditions.
- 12.5. The Cardholder shall not be responsible for any withdrawal or payment for goods and services resulting from the use of the Card after informing the Bank of the loss or theft of his Card.
- 12.6. In case of fault or negligence by the Cardholder in the safekeeping of his Card or his PIN, the Bank shall be entitled to report the matter to the Police and claim damages from the Cardholder even though the latter has notified the loss, theft or abstraction.
- 12.7. The Cardholder shall be liable for all contactless transactions that have been effected with his Card except for transaction(s) performed after informing the bank of the loss or theft card.

13. SUPPLEMENTARY CARD

- 13.1. The Bank may, at its sole discretion, issue supplementary card/s at the joint request of the Primary Cardholder and other person/s whom shall be the Supplementary Cardholder/s.
- 13.2. Both the Primary Cardholder and the Supplementary Cardholder/s will be jointly and severally liable for use of the supplementary card/s. For the primary Card, only the Primary Cardholder will be liable for the use thereof.

- 13.3. Supplementary Cardholder/s will be responsible for the use of the supplementary Card/s and be bound by this Terms and Conditions.
- 13.4. The Bank shall have full discretion in recovering the indebtedness, including all associated fees and charges, incurred by a Supplementary Cardholder from the Primary Cardholder or Supplementary Cardholder.
- 13.5. The Bank may cancel the Supplement Card at any time on its own or upon written request of either the Primary or the Supplementary Cardholder. In this case, the Supplementary card should be remitted back to the Bank. The time and date of receipt of the written notification at Bank One Card Centre shall be conclusive.

14. DURATION OF VALIDITY OF THE CARD

- 14.1. The Card shall be valid as from the date of issue up to the last day of the expiry date borne thereon.
- 14.2. At the Bank's discretion, the Card will be renewed before expiry date in any such card type as the Bank may determine. Such Card may be issued at a reviewed/decreased Credit Card Limit.
- 14.3. Where the Cardholder does not wish to renew his Card with the Bank, he shall notify the Bank in writing at least 2-3 months prior to the expiry date.
- 14.4. The Card shall remain the property of the Bank which may, in its absolute discretion, cancel the credit facility at any time or refuse to renew it on expiry without having to assign any reason thereof. In such circumstances, the Cardholder shall stop using the Card from the time such request is made to him and shall undertake to return the Card to the Bank at the earliest. Such request shall be addressed to the Cardholder by registered post at his last known address. The postal receipt shall be the evidence of such request. The Cardholder shall be liable to prosecution in case he continues to make use of his Card after such request.
- 14.5. The closing of the Credit Card Account at or which one or more Card/s is/are operated, shall entail the duty on the part of the Principal Cardholder to return it/them immediately to the Bank. The final settlement of the Account shall not be effected until 30 days have elapsed from the date of the closing of the account.
- 14.6. In accordance with Clause 16.4, the Cardholder agrees to indemnify the Bank in respect of any outstanding debit balance on his card account and shall be liable to legal proceedings in case of failure to settle the amount due.
- 14.7. In the event of death or bankruptcy of the Primary Cardholder or breach of any of the conditions of this agreement for the time being in force by the Primary Cardholder, the Bank shall, in addition to any other remedies that it may have, take such steps as are necessary to stop any operation by means of the Card/s and to withdraw the Card/s.

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

- 15.1. The relevant documents and information referred to in Clause 7.1 shall be recorded by the Bank for a period not exceeding 120 days from date of transaction.
- 15.2. As soon as is reasonably practicable, where the Customer and/or Cardholder is of opinion that an item included in a statement of account is wrong, he shall inform the Bank. No claim or action whatsoever relating to a transaction shall be entertained after the expiry of 30 days from the date of the statement of account whereon the transaction is borne.
- 15.3. In case of a Cardholder's complaint, the Bank shall follow the rules and regulations set by Mastercard International in initiating and processing such complaint. Any resulting refund may take up to 180 days before being undertaken.

16. COMMUNICATION OF INFORMATION TO THIRD PARTIES

- 16.1. The Bank shall be entitled, should it deem necessary, to pass on to any commercial bank, financial institution or merchant, any information relative to the Cardholder in case of improper or fraudulent use of the Card by him, or in order to facilitate the recovery of same in case of loss or theft.
- 16.2. The Bank may list cancelled cards in its Warning Bulletin for dissemination to its merchant network and appropriate Card associations.
- 16.3. In conformity with the governing laws and regulations, as enacted and as may be amended from time to time, the Bank shall be entitled to pass on to the Bank of Mauritius any credit information relative to the Cardholder through the MCIB.
- 16.4. The Cardholder acknowledges that, as part of its appraisal process of the credit card application, the Bank may access the MCIB to seek information on credit facilities provided to the Cardholder with other banks and hereby authorises the bank to do so.

17. CHARGES FOR THE SERVICES PROVIDED BY THE CARD

- 17.1. Charges for the services provided by the Card, shall be debited annually in advance to the Cardholder's Credit Card Account and shall not be refundable in the event of the Card being withdrawn or the Account being closed during the year.
- 17.2. All fees, charges and interest rates can be consulted on the Bank's website (www.bankone.mu) and are available at all Bank One Branches.
- 17.3. A handling fee shall be charged on any local and foreign cash advance*.
- 17.4. A penalty fee shall be charged if:
 - 17.4.1. the authorised Credit Limit is exceeded*.
 - 17.4.2. the mandatory minimum payment is not made by the due date*.
- 17.5. A conversion fee will be applied for all transactions whereby transaction currency and card currency are not the same as per the Bank's Tariffs and Commissions.

18. CUSTOMER'S DATA

- 18.1. The Customer agrees that the Bank may use, hold and process, by computer or otherwise in any location whatsoever any information, including personal information, given by the Customer in his dealings with the Bank, or obtained by the Bank in connection with, or as a result of, the present Terms and Conditions and any information relating to the Customer's accounts ("Data").
- 18.2. The Customer agrees that the Bank may use Data:
 - 18.2.1. to provide services to the Customer.
 - 18.2.2. to comply with legal and regulatory obligations.
 - 18.2.3. for banking and credit assessment, statistical analysis including behaviour and credit scoring, and to identify products and services (including those supplied by other third parties) which may be relevant to the Customer.
 - 18.2.4. with the Customer's consent as indicated in the bank mandate, to bring to the Customer's attention products and services which may be of interest to the Customer.
- 18.3. The Bank may store and process information obtained by the Bank or given by the Customer in his dealings with the Bank on the Bank's computers and in any other way.
- 18.4. The Bank may disclose Data:
 - 18.4.1. for fraud prevention purposes.
 - 18.4.2. to other associates / affiliates of the Group.
 - 18.4.3. to licensed credit reference agencies (in relation to the conduct of your account(s)).
 - 18.4.4. to subcontractors, suppliers or persons acting as our agents on the basis they keep the Data confidential. The Bank must ensure such persons are under a duty to keep Data confidential, but are not liable to the Customer if they breach that duty.
 - 18.4.5. to any person who may assume our rights under the General Terms and Conditions.
 - 18.4.6. if the Bank have a right or duty to disclose or are compelled to do so by law.
- 18.5. The Customer can ask for a copy of the personal information the Bank holds about him/her by writing to the Bank.

19. INDEMNITY

- 19.1. From time to time, in the matter of operation of the Credit Card Account held with the Bank, it may be necessary for the Cardholder to give instruction/s to the Bank. Therefore, the Cardholder shall authorize the Bank to act on any such instruction/s received without the need for further verification, to the same extent and effect as if the Cardholder had given original signed instruction/s to the Bank. Such instruction/s shall be deemed to be valid, irrespective of whether authorized by the Cardholder or not, whether or not accurately communicated and received by the Bank. In this respect, the Bank's record shall be deemed as conclusive evidence of the said instruction/s.
- 19.2. For the purposes of this Terms and Conditions, "instruction/s" include instruction/s received by the Bank orally or in any written form including but not limiting to correspondence letter, mobile text message (SMS), facsimile transmission (fax), email correspondence and any other mode of electronic communication.
- 19.3. The Bank shall be irrevocably and unconditionally authorized to act on any instruction/s which, it believes to emanate from the Cardholder or otherwise appears to comply with the terms of the mandate of the Account, without the need for any further verification, and shall not be liable for acting in good faith on any instruction/s which emanate from unauthorized individuals or in any circumstances whatsoever.
- 19.4. The Bank may decline, delay or refuse to act on any instruction/s for any reason, including but not limiting to the instruction/s received being incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise, or the lawfulness of the instruction/s given or for any cause or reason not specified herein, the Bank shall be entitled not to act upon such instruction/s until the precise details, genuineness or lawfulness of those instructions have been established to its reasonable satisfaction.
- 19.5. The Bank is not responsible for any delay, failure of performance, damage, penalty, cost, expense or inconvenience resulting to the Cardholder or any other person from the Bank acting on instruction/s received pursuant hitherto. The Bank shall not be liable to the Cardholder or any person for incorrect or improper payment to any person arising out of the processing of any instruction/s pursuant hitherto for any act, omission or duplication by the Bank or any of its officers in the absence of fraud, willful misconduct or gross negligence.
- 19.6. Payment instruction/s executed by the Bank is/are irrevocable. Under exceptional circumstances, to be exclusively determined by the Bank and without it being in any way liable or answerable however for any refusal, the Bank may use reasonable endeavours to recall a wire payment upon the Cardholder's instruction/s. However, the Bank cannot guarantee the return of funds to the Cardholder. If the Bank is able to obtain a return of funds, the Bank will credit the Cardholder's account at the Bank's quoted rate of exchange (where foreign currency exchange is requested by the Account holder) on the date such credit is made, less any costs incurred in recalling the transfer.
- 19.7. The Cardholder agrees to pay the Bank's fees and to reimburse any deductions and for any withholding or other taxes, and for any interest and penalties that may be paid by the Bank in connection with any remittances. The Cardholder acknowledges that other financial institutions may deduct a fee for processing remittances. The Cardholder irrevocably authorizes the Bank to deduct from any of the Cardholder's account, whether in Mauritius or elsewhere, such amount paid. The Cardholder acknowledges that international remittances are subject to cut off times, time zone differences and local regulations of the destination country.

- 19.8. The Cardholder agrees to indemnify and keep the Bank harmless from and against any and all charges, complaints, costs, damages, demands, expenses, liabilities, and losses which the Bank may incur, sustain or suffer, arising from or by reason of the Bank's acting, delaying in acting or declining to act upon any instruction/s received, in accordance with this Clause, including without limiting to legal fees and disbursements reasonably incurred by the Bank.

20. VARIATION OF TERMS AND CONDITIONS

- 20.1. The Bank reserves the right to amend at any time partly or wholly the provisions of this Terms and Conditions and shall notify such amendments to the Cardholder. If a Cardholder uses the Card after receiving notification or does not return the Card to the Bank within 15 days of such notification, he shall be deemed to have accepted the said amendments and be bound thereby.
- 20.2. The Bank will inform of any material variation of the Terms and Conditions prior to implementation through email and on the website. Reasonable notice will be given before any variation takes effect. Any of the facilities made available by the Bank under the systems may be modified, replaced or withdrawn by the Bank at any time without notice to the Customer, in which event the Bank shall incur no liability whatsoever.
- 20.3. The Bank reserves the right to change the features of its products, including the interest rates related thereto, from time to time.

21. TERMINATION

- 21.1. The Bank may, at its discretion, terminate this Terms and Conditions at any time by giving you prior notice or reason.
- 21.2. The Cardholder may terminate this Terms and Conditions at any time by giving the Bank written notice together with the return of the Card and of any supplementary cards. In relation to supplementary cards, both the Primary and the Supplementary Cardholder may terminate this Terms and Conditions by giving written notice to the Bank together with the return of the supplementary card.
- 21.3. Upon the termination of this Terms and Conditions, the whole of the outstanding balance on the Card Account together with the amount of any transactions effected but not yet charged to the Card Account will become immediately due and payable in full to the Bank. The Cardholder or his succession are required to pay all outstanding amounts to the Bank notwithstanding the termination of the Card. The Cardholder shall keep the Bank indemnified against all costs, charges (including legal fees), and expenses incurred in recovering such outstanding amounts. The Bank is entitled to continue to charge finance charges on any outstanding amount at its prevailing rate(s) until full outstanding payment is received.

22. SANCTIONS

- 22.1. Any improper or fraudulent use of the Card shall render the Cardholder liable to prosecution.
- 22.2. All costs, fees and expenses that may be incurred by the Bank for the recovery of any sum due as a result of the use of the Card shall be due and payable by the Primary Cardholder. The commission payable to the Bank's Attorneys shall not exceed 10% of the amount recovered as capital and interest.
- 22.3. In an action before any Court for the recovery of any sum due to the Bank in connection with the use of a Card, the documents relating to the transactions effected therewith or certified photocopies thereof shall be conclusive and irrefutable evidence of the said transactions.

23. CHANGE IN KYC INFORMATION, POWER OF ATTORNEY AND NOTICE

- 23.1. Any change in the address or the constitution of the Customer and/or any other information required for KYC purposes should be immediately communicated in writing to the Bank. The Bank shall not be liable in anyway whatsoever for any prejudice, losses or damages incurred by the Customer if the latter has failed to notify the Bank of any change in KYC information.
- 23.2. In case the Customer has conferred a power of Attorney to a third party before opening of his Account or after opening of his Account, he should deposit a registered copy of same to the Bank immediately. Such registration should take place in Mauritius through a Notary's office only.
- 23.3. Any notice or correspondence sent to the Cardholder by post shall be delivered to the latest address provided by the Cardholder to the Bank in writing and shall be deemed to have been received within 48 hours of posting.

24. RELATIONSHIP

- 24.1. Nothing in this agreement shall create any agency, fiduciary, joint venture or partnership relationship between the Cardholder and the Bank.

25. SEVERABILITY

- 25.1. In the event that any provision of the Terms and Conditions or the application of any such provision to any person or set of circumstances shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Terms & Conditions and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 25.2. If the Cardholder is a corporate body, then the Terms and Conditions shall continue in full force and effect and continue to bind each of its assigns and successors.

26. GOVERNING LAW

- 26.1. The Terms & Conditions shall be governed by and construed in accordance with the laws of the Republic of Mauritius and all disputes, actions and other matters relating thereto will be determined in accordance with such law. However, the Bank reserves the right to take proceedings against the Customer in any jurisdiction which it deems fit.

27. ASSIGNMENT OF RIGHTS

- 27.1. The Cardholder shall not assign, subcontract or otherwise dispose of all or any part of his rights, liabilities or obligations under this Terms and Conditions without the prior written consent of the Bank to that effect.

28. COMPLAINTS & FEEDBACK

AT BANK ONE, WE ALWAYS MAKE IT A POINT TO LISTEN TO YOU

- 28.1. Bank One values feedback and aims at resolving any Customer's issue at the earliest. Bank One can be reached through any of the options listed below:

Option 1: By Telephone

The Customer may call our Contact Centre on (+230) 202 9200 anytime as from 08:45 to 16:30 hrs. Bank One has a dedicated line (+230) 2029203 to take any feedback, complaints or suggestions, operational as from 08:45 to 16:30 hrs.

Option 2: Write to Bank One

The Customer may choose to address his/her feedback, complaints to:

The Customer Experience department
Bank One Limited
16, Sir William Newton Street
Port Louis

Option 3: Email Bank One

Drop the Bank an email on complaints@bankone.mu

Option 4: Through Bank One's website

Visit the Bank's website www.bankone.mu and the Customer may post his message in the feedback/complaint section.

Option 5: Feedback/Complaint boxes

The Customer may wish to fill in one of the Bank's feedback brochures and drop it in the feedback box available in all our branches.

Option 6 :Talk to any staff member

Get in touch with the Relationship Manager, Branch Manager or any bank representative and voice out any feedback/suggestion or concern.

28.2. The time-frame to resolve issues

Bank One will send the Customer an acknowledgement within 24 hours of receipt if his complaint has not been resolved on the spot. The Customer may be contacted by telephone for a quicker response to ensure that the Bank have all the facts correct. The Customer may expect to have a reply within 30 days that the complaint was lodged. The Customer will be informed if the matter under investigation requires additional time to be resolved depending on the complexity of the issue.

28.3. In case of dissatisfaction

If the Customer is still not satisfied with the reply provided by the bank or has not received a reply after a period of 30 days as from the date the complaint was made, he may then lodge a complaint in writing to the Office of Ombudsperson for Financial Services stating the below:

- The name and address of the Customer;
- The name and address of Bank One Limited;
- The nature of the complaint and the facts and circumstances giving rise to the complaint;
- The relief sought;
- A written declaration to the effect that the complaint was made to Bank One Limited by registered post, with advice of delivery, and that he has sufficient interest in the subject matter of the complaint;
- A declaration as to whether Bank One Limited replied to the complaint;
- A copy of the reply, if any, from Bank One Limited; and
- Copy of the documents on which the Customer proposes to rely.

BANK ONE