

TERMS AND CONDITIONS OF SBM eSECURE PROVIDED BY SBM BANK (MAURITIUS) LTD

These terms and conditions (“Terms and Conditions”) govern the SBM eSecure service for SBM Visa cards and SBM MasterCard cards. Please read carefully, acknowledge and accept these Terms and Conditions before using the SBM eSecure service provided by the Bank.

1. DEFINITIONS:

In these Terms and Conditions, where the context so admits, the following expressions shall have the meanings herein designated unless the context otherwise requires:

Bank refers to SBM Bank (Mauritius) Ltd.

Card means a valid SBM Visa Card and/or a valid SBM MasterCard Card, credit or prepaid card issued by the Bank and used for accessing or utilizing SBM eSecure service.

Registered Merchant means any merchant who is duly enrolled in the Visa/MasterCard network through a member bank participating in the Visa/MasterCard network and accepts online payments made using the Card for the product and/or service purchased through the Merchant’s website.

SBM eSecure refers to the online authentication service provided through Verified by Visa (“VbV”) and MasterCard SecureCode (“MSC”) for the purpose of authenticating you to make online payments using the Card at Registered Merchants’ sites.

One-Time Password / OTP: means the six (6) digit secret password that is valid for only one transaction for the purpose of authenticating you while you make the online payment using the Card at Registered Merchants and which is valid for limited time only. For each transaction, you will receive a different OTP via SMS and/or email for better security.

Verified by Visa / MasterCard Secure Code refers to the fraud prevention security solutions provided by VISA / MasterCard for additional security of online transactions Registered Merchants.

We, Us and Our refer to the Bank and its suppliers of card processing and web-hosting services.

Website means the website of the Bank located at the URL <https://www.sbmgroup.mu/>.

You, Your and Yours refers to any person holding a valid Card issued by the Bank and who desire to make payments to a Registered Merchant using the Card through the internet.

The Terms and Conditions are in addition to and shall be read in conjunction with the Bank Credit/Prepaid Cards Terms and Conditions and the General Terms and Conditions of Accounts and Banking Services (hereinafter referred to collectively as the “Agreement”) and shall govern together SBM eSecure service.

2. ACCEPTANCE OF TERMS

2.1 SBM eSecure is provided to you, subject to the Terms and Conditions of SBM eSecure and the Agreement. You hereby agree and accept that Terms and Conditions may be updated and amended by us from time to time without notice to you by publication on the Website. Use of the service constitutes your acceptance of the Terms and Conditions. In addition, when using SBM eSecure, you shall be subject to any guidelines or rules applicable to SBM eSecure that may be posted from time to time on the Bank’s website.

2.2 You agree that use of SBM eSecure will represent your acceptance of the Terms and Conditions and that continued use of SBM eSecure after revisions to the Terms and Conditions shall constitute your agreement to such revised Terms and Conditions and any applicable posted guidelines or rules.

2.3 Unless explicitly stated otherwise, any new features that augment enhance or otherwise change SBM eSecure shall be subject to the Terms and Conditions.

2.4 The Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, SBM eSecure (or any part thereof) with or without notice. You are responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the Website.

3. DESCRIPTION OF SBM eSecure

SBM eSecure provides you with a way of enhancing security for online transactions at Registered Merchants for which VbV / MSC are used, by reducing the chances of fraud for those transactions. Paying with SBM eSecure involves providing an additional OTP, which is then used to authenticate your identity in connection with online transactions or any transactions for which SBM eSecure is used. SBM eSecure may also be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes.

4. USING eSecure

- 4.1 When you use SBM eSecure to purchase from Registered Merchants over the internet, an electronic receipt will be presented to you at the end of the checkout process. The receipt includes details of your current purchase, such as store name, purchase amount and date. You continue the purchase using your OTP sent to your registered mobile phone number or email and by clicking 'Confirm Purchase' to proceed with the purchase. Without the OTP, the purchase cannot take place at the Registered Merchants. If an incorrect OTP is entered more than 3 times, you will not be able to proceed with the purchase and your Card will be temporarily blocked. You will need to contact the Bank on our 24/7 hotline number (230) 202 1256 to unblock your Card and assist you to complete the purchase.
- 4.2 If you change your mobile number or e-mail address or any other contact details, you must notify us immediately to ensure that our records are up to date.
- 4.3 In order to use SBM eSecure, you must provide certain information to us that allow us to validate your identity and verify that you are the owner of or an authorized user of the specified Card (i.e. credit or prepaid). The information that you provide may be validated against information we already have on file that is associated with you and your Card(s).
- 4.4 If you are unable to provide adequate information for us to validate your identity, we have the right not to complete the online transaction.
- 4.5 If you do not successfully authenticate your transaction, the Registered Merchant may not accept your Card(s) as payment for online transaction.
- 4.6 In order to use SBM eSecure, you must have the ability to access the internet and must pay any service fees associated with such access. In addition, you must have the equipment necessary to make such a connection to the internet, including a computer and modem or other access device. For avoidance of doubt, SBM eSecure services are limited to online and internet transactions only.
- 4.7 Registered Merchants can be identified by the Verified by Visa and MasterCard SecureCode logos displayed on their websites.

5. AUTHENTICATION

- 5.1 For online transaction for which Verified by Visa or MasterCard SecureCode is used, you will be required to select the authentication mode which will be either your mobile phone number or email address registered on our records.
- 5.2 Following validation and correct authentication mode, you will receive an OTP, on the mobile number or email provided by you at the time of registration or as may be subsequently amended by you. The OTP shall be entered in the SBM branded window, so that the Bank is able to verify that the transaction is being performed by the genuine cardholder. If you do not receive the OTP on your registered mobile number or email, you may request to 'Resend OTP on mobile number or e-mail' by clicking on the option in the SBM branded window, provided a valid mobile number and e-mail address was provided by you at registration or as subsequently amended by you.
- 5.3 If the authentication through SBM eSecure otherwise fails, the Registered Merchant may not accept your Card in payment for that transaction.
- 5.4 The Bank shall not be held liable for any Merchant's refusal to accept your Card for the said payment, for whatsoever reason.
- 5.5 By paying with SBM eSecure, you assent to the use of SBM eSecure to authenticate your identity, including the authorization of transactions authorized in advance to recur at substantially regular intervals.
- 5.6 The Cardholder hereby agrees that the Cardholder shall not have the right to dispute an online transaction for any reason if the SBM eSecure authentication process has been completed successfully.

6. CARD PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of the OTP and other verification information established by you with SBM eSecure, and all activities that occur using any verification information supplied to or established by you with us. You agree not to transfer or sell your use of, or access to, SBM eSecure to any third party. You agree to immediately notify us of any unauthorized use of any verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by applicable law, the Terms and Conditions or the Agreement, we shall not be liable for any loss or damage arising from your failure to comply with the Terms and Conditions.

7. PRIVACY OF DATA

- 7.1 Your data will not be shared with other online retail merchants or merchants in other transactions for which SBM eSecure is used.
- 7.2 You acknowledge and agree that Verified by Visa / MasterCard SecureCode may keep your data and also may disclose your data if required or requested to be disclosed by any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation, or as may be necessary to (i) comply with legal process and proceedings or (ii) enforce the Terms and Conditions.
- 7.3 We may use the data you have provided to administer the SBM eSecure process.
- 7.4 We may transfer this information to another country outside the Mauritius for the purposes of managing and administering SBM eSecure and we will ensure that the security of your data is maintained.
- 7.5 We may provide the police or any prosecuting authority any information obtained in connection with SBM eSecure in order to allow them to investigate any suspected use of your security details.

8. YOUR CONDUCT –You agree not to:

- 8.1 Impersonate any person or entity using SBM eSecure.
- 8.2 Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by SBM eSecure.
- 8.3 Spam or flood the SBM eSecure Website or service with malicious traffic.
- 8.4 Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the SBM eSecure Website or service or the software used in connection with SBM eSecure.
- 8.5 Remove any copyright, trademark, or other proprietary rights / notices contained in SBM eSecure.
- 8.6 'Frame' or 'mirror' any part of the eSecure Website or service without the Bank's prior written authorization.
- 8.7 Use any robot, spider, site search / retrieval application, or other manual or automatic device or process to retrieve, index, 'data mine', or in any way reproduce or circumvent the navigational structure or presentation of the SBM eSecure website or service or its contents.
- 8.8 Interfere with, or disrupt, SBM servers or networks connected to SBM eSecure, or violate the Terms and Conditions or any requirements, procedures, policies or regulations of SBM Bank (Mauritius) Ltd or of any networks connected to SBM eSecure.
- 8.9 Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by the Bank in connection with your use of SBM eSecure.

9. LIABILITY OF SBM BANK

- 9.1 The SBM shall not incur any liability if it is unable to perform its obligations under this Agreement due directly or indirectly to the failure or breakdown of any machine, data processing system, telecommunication or network failure, transmission link, any medium of access to SBM eSecure, any legal or regulatory requirement or any other reason beyond the control of the Bank.
- 9.2 Under no circumstances will the Bank be liable for direct, consequential, incidental, special or indirect losses or other damages directly or indirectly resulting from using SBM eSecure services and / or any damage to your computer or telephone service resulting from your use of SBM eSecure.
- 9.3 Neither the Bank nor its officers, employees and agents shall be liable for any unauthorized transactions occurring through the use of the SBM eSecure service and you hereby fully indemnify and hold the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.
- 9.4 You shall indemnify and hold the Bank, including its officers, employees and agents, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the execution of your instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing the SBM eSecure service.
- 9.5 SBM is not a party to transactions between you and the Registered Merchant and shall not be responsible for any disagreement or dispute that may arise between you and the Registered Merchant, except for cases stipulated under these Terms and Conditions.
- 9.6 The Bank assumes no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from the Registered Merchant and Bank's Website.
- 9.7 You are responsible for all instructions and transactions conducted or sent using the OTP. The Bank shall have no obligation to verify the authenticity of any instruction or transaction received or purported to have been received from you other than by means of verification of the One Time Password.
- 9.8 The Bank may refuse to comply with the instructions without assigning any reason and have the right to suspend the SBM eSecure service if it has reason to believe that the instruction or transaction is being made or given contrary to any terms of these Terms and Conditions.

10. YOUR DUTIES AND LIABILITIES

- 10.1 The OTP shall, at all times, be sent to the mobile number or email address provided to the Bank by you and displayed in the SBM branded window for authenticating the transaction.
- 10.2 It is your sole responsibility to update your personal contact details via the amendment forms available at the Bank's branches.
- 10.3 It is your responsibility to activate roaming services on your mobile device when abroad to receive the OTP by SMS.
- 10.4 If you suspect that your Card may have been compromised, a third party knows your Card details or any other person has acquired possession of your mobile device, you must immediately contact SBM customer support on our 24/7 hotline +230 202 1256 .
- 10.5 You will be solely responsible for the payments made through the internet even if the Card is not in your possession.
- 10.6 You agree to comply strictly with anti-money laundering laws and regulations. You shall not engage, or allow any person to so engage, in any illegal or fraudulent transactions using the SBM eSecure service and indemnify and hold the Bank harmless against any damages, claims or lawsuits or penalties arising out of your involvement in such activities.

- 10.7 Any loss, damage, liability suffered by you due to the disclosure of any information of confidential nature shall be borne by you without transferring any liability or responsibility towards the Bank. You shall comply with such guidelines, instructions or terms as the Bank may prescribe from time to time with respect to the One Time Password.
- 10.8 You have sole responsibility for the use and protect the confidentiality of the OTP as well as payments made using such OTP.
- 10.9 We reserve the right to charge and recover from you, any service charges or any other applicable charges for the SBM eSecure service without notice at any time after the transaction has occurred. You hereby authorize the Bank to recover service charges or other applicable charges by debiting your Card and/or bank account.

11. TERMINATION

The Bank may temporarily or permanently deactivate your access to use SBM eSecure and terminate your relationship with the Bank at any time, with or without fault on your part. The Bank shall be under no obligation to provide a reason for such deactivation or termination. If the Bank deactivates your ability to use SBM eSecure, the Bank may give you notice at the most current e-mail address you have provided to the Bank as reflected in the Bank's records.

12. DEALINGS WITH REGISTERED MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, Registered Merchants on or through SBM eSecure, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such Registered Merchants. You agree that, except as otherwise provided by the Terms and Conditions, the applicable laws, the Agreement, the Bank will not be responsible or liable for any loss or damage of any sort incurred as the result of such dealings. You understand that use of SBM eSecure does not, in any way, indicate that the Bank recommends or endorses any Merchant, regardless of whether the Merchant participates in Verified by Visa / MasterCard SecureCode. Neither the Bank nor Verified by Visa / MasterCard SecureCode verifies the identity of the Merchants or the quality of the Merchants' goods or services.

13. DISCLAIMER OF WARRANTIES

- 13.1 You expressly understand and agree that any software obtained through the use of SBM eSecure is downloaded and used at your own discretion and risk and that except as otherwise provided in these Terms and Conditions, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through SBM eSecure
- 13.2 EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE LAW, THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. NOTICE

- 14.1 Notices to you in connection with these Terms and Conditions may be made either via email that you have provided to the Bank in connection with any of your accounts with the Bank, or your Card issued or otherwise provided by the Bank, or by way of publication on the Bank's website.
- 14.2 SBM eSecure may be amended or discontinued, temporarily or permanently, without notice where the amendment or discontinuation is required by Visa International / MasterCard International who run the payment systems for the Cards used with your accounts.

15. AGE AND RESPONSIBILITY

You represent that you are of the legal age (minority age) and have the legal capacity to use SBM eSecure and to create binding legal obligations for any liability you may incur as a result of the use of SBM eSecure. Except as otherwise provided by applicable laws or in the Agreement, you agree and understand that you are financially responsible for all uses of SBM eSecure by you and those authorized by you to use your OTP and other verification information.

16. LAWS AND JURISDICTION

This agreement will be governed by and construed in accordance with the laws of Mauritius. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdictions of the Mauritius courts.