## **SBM** easy-pay



New digital banking services for your safety and convenience.

## **Terms and Conditions**



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## **Terms and Conditions for SBM Easy-Pay**

- 1. This offer of SBM Easy-Pay service is offered to customers (each, a "Customer") of SBM Bank (Mauritius) Ltd ("SBM" or "Bank") and any participation is voluntary.
- 2. Only Customers who maintain a Current, Savings, All-In-One account with the Bank are entitled to use the SBM Easy-Pay service.
- 3. By using the SBM Easy-Pay service, the Customer authorises the Bank to follow the payment instructions of the Customer when using the SBM Easy-Pay service.
- 4. These terms and conditions are in addition to the terms and conditions governing the opening and operation of customer accounts with the Bank.
- 5. The Customer shall immediately notify the Bank in writing of any unauthorised transaction effected through SBM Easy-Pay and accepts full responsibility for all transactions effected using SBM Easy-Pay.
- 6. Instructions received from customers using the SBM Easy-Pay service through Internet Banking or Mobile Banking will be treated as unauthorisation to debit the Customer's bank account and to remit funds to the biller on behalf of the Customer electronically. Payment will be made without further authorisation from the customer.
- 7. The Bank will act as intermediary only in transferring funds from the account in settlement of the said bills. The Bank shall not respond to, and shall not be a party to, any dispute regarding the correctness of the bills, or regarding the service provided by the billing company.
- 8. The Customer agrees that the payment instruction provided through Internet Banking or Mobile Banking shall constitute an irrevocable and unconditional authority to debit his/her account and remitting payment to the billing company.
- 9. The Bank shall not be liable for, and the Customer hereby irrevocably releases the Bank from any liability for, excess, insufficient, late or incorrect payment of the said bills or any consequence thereof (including, but not limited to, termination of service) or any other loss, damage, claims or proceedings that may arise as a result of the payment of such bills by this method.
- 10. The Bank shall not be liable for, and the Customer hereby irrevocably releases the Bank from any liability for, excess, insufficient, late or incorrect payment of the said bills or any consequence thereof (including, but not limited to, termination of service) or any other loss, damage, claims or proceedings that may arise as a result of the Customer's failure to inform the change in writing to the Bank in time.
- 11. Any payment made in excess of the amount due, including any double payment made, independent of channel where the payment has been made, will be refunded to the client.
- 12. In the event of part or delayed payment of a bill, the billing company may use its powers to discontinue its services. The Bank will not be responsible for such disconnection in any way.
- 13. On payment, the oldest outstanding bill for the billing company will be cleared first.
- 14. The Bank has the right to amend or supplement any of these terms and conditions at any time with an adequate notice of 15 days which will be provided to the customers. Changed terms and conditions will be displayed on the Bank's website. By using the SBM Easy-Pay service, the Customer will be deemed to have accepted the changed terms and conditions.
- 15. The Bank reserves the right to charge and recover from the Customer fees for availing the SBM Easy-Pay Service. Please refer to the tariff guide on the Bank's website www.sbmgroup.mu. The Charges shall be debited from the Customer's savings/current account with the Bank.
- 16. The Bank reserves the right to terminate this Service in whole or in part by giving prior notice of one month prior to termination. The Customer may terminate this agreement only by giving notice in writing. This written notice should be delivered to any branch of the Bank.
- 17. The Bank as well as suppliers of services and utilities shall be released from liability for failure to perform any obligations hereunder where such failure to perform occurs by reason of any natural calamities, national emergency, causes of "force majeure" and any communication failure of any nature or for any reason outside the control of the Bank and/or the billing company.
- 18. These Terms and Conditions shall be governed by and construed in accordance with the Mauritius law. Any disputes arising out of or in connection with these Terms and Conditions shall be resolved by the courts of Mauritius.
- 19. By using the SBM Easy-Pay service, the Customer is authorising SBM and the biller to share the Customer's billing information.
- 20. The Customer agrees to use the SBM Easy-Pay service in full knowledge and acceptance of the aforesaid Terms and Conditions.
- 21. The Customer hereby authorises the Bank to extend his/her use of the SBM Easy-Pay Service to any additional billers without the necessity of any prior notification.