



# SBM POCKET MOBILE APP- TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS")

These Term and Conditions are between us, SBM Bank (Mauritius) Ltd ("We", "Us" or "Our"), and you, our customer ("you").

## 1. AGREEMENT TO TERMS

- 1.1. Please read these Terms and Conditions carefully, as they affect your legal rights. By accepting to access the SBM Pocket app (the "Application"), you are deemed to have read, understood, and agree to be bound formally and irrevocably by these Terms and Conditions contained herein.
- 1.2. The Terms and Conditions shall be read in conjunction with and subject to the account terms and conditions and the terms and conditions applicable to online applications for bank facilities.
- 1.3. Additional terms and conditions or documents that may be posted on the Application from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to vary the Terms and Conditions, at any time and for whatever reason, and such variation shall include any amendments, modifications, restraint, alteration or extension of any of the services provided by the Application (the "Variation"). We will alert you about any changes by updating the "Last Updated" date of these Terms and Conditions, or by such other means as We seem fit, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Application as from the date such revised Terms and Conditions are posted.
- 1.4. In the event of any Variation being made by Us, We shall not, in any circumstances whatsoever, be liable for any costs, expenses or liabilities incurred or which may be incurred by You.

## 2. INTELLECTUAL PROPERTY RIGHTS

The Application is Our property and all source code, databases, functionality, software, designs, audio, video, text, photographs, and graphics on the Application (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by Us or licensed to Us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws. The Content and the Marks are provided on the Application "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Application and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without Our express prior written permission.

## 3. REVIEWS

- 3.1. We may provide you areas on the Application to leave reviews or ratings which may be viewed by other users. When posting a review, you must comply with the following:
  - 3.1.1. We may provide you areas on the Application to leave reviews or ratings which may be viewed by other users. When posting a review, you must comply with the following:
  - 3.1.2. Your reviews should not contain profanity, or abusive, racist, offensive, or hate language;
  - 3.1.3. Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
  - 3.1.4. Your reviews should not contain references to illegal activity;
  - 3.1.5. You should not be affiliated with competitors if posting negative reviews;
  - 3.1.6. You may not post any false or misleading statements; and
  - 3.1.7. You may not organize a campaign encouraging others to post reviews, whether positive or negative.
- 3.2. We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers the reviews to be objectionable or inaccurate. By posting a review, you hereby grant Us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sub licensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to the reviews.

## 4. USER LICENSE

- 4.1. By downloading the Application, We grant you a revocable, non-exclusive, non-transferable, limited right to use the Application on wireless electronic devices owned or controlled by you, and to access and use the Application on such devices strictly in accordance with these Terms and Conditions.
- 4.2. You may not access or use the Application for any purpose other than that for which we make the Application available.
- 4.3. As a user of the Application, you agree not to:
  - 4.3.1. Systematically retrieve data or other content from the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Us;
  - 4.3.2. Make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Application;
  - 4.3.3. Use the Application to advertise or offer to sell goods and services;
  - 4.3.4. Circumvent, disable, or otherwise interfere with security-related features of the Application including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Application and/or the Content contained therein;
  - 4.3.5. Engage in unauthorized framing of or linking to the Application;
  - 4.3.6. Make improper use of our support services or submit false reports of abuse or misconduct;
  - 4.3.7. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
  - 4.3.8. interfere with, disrupt, or create an undue burden on the Application or the networks or services connected to the Application;
  - 4.3.9. Attempt to impersonate another user or person or use the username of another user;
  - 4.3.10. Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by Us;



#### 4. USER LICENSE(Cont'd)

- 4.3.11. Use any information obtained from the Application in order to harass, abuse, or harm another person or user;
- 4.3.12. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Application or attempt to derive the source code or decrypt the Application;
- 4.3.13. Attempt to bypass any measures of the Application designed to prevent or restrict access to the Application, or any portion of the Application;
- 4.3.14. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Application to you;
- 4.3.15. Copy or adapt the Application's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- 4.3.16. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Application or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Application;
- 4.3.17. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- 4.3.18. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Application, or using or launching any unauthorized script or other software;
- 4.3.19. Disparage, tarnish, or otherwise harm, in Our opinion, Us and/or the Application;
- 4.3.20. Make the Application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- 4.3.21. Use the Application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Application;
- 4.3.22. Use the Application to send automated queries to any website or to send any unsolicited commercial e-mail;
- 4.3.23. Use any proprietary information or any of our interfaces or Marks or other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Application; and/or
- 4.3.24. Use the Application in a manner inconsistent with these Terms and Conditions or any applicable laws or regulations.

#### 5. THIRD-PARTY WEBSITES AND CONTENT

The Application may contain links to our merchants' websites (the "Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (the "Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by Us, and We are not responsible for any Third-Party Websites accessed through the Application or any Third-Party Content posted on, available through, or installed from the Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions do not govern the use of Third-Party Websites or the Third-Party Content.

You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Website you access. We take no responsibility whatsoever in relation to Third Party Website purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

#### 6. ADVERTISERS

We do not allow advertisers to display their advertisements and other information in the Application, such as but not limited to sidebar advertisements or banner advertisements.

#### 7. THE APPLICATION MANAGEMENT

We reserve the right to:

- 7.1. Monitor the Application for violations of these Terms and Conditions;
- 7.2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- 7.3. In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) the Application; and/or
- 7.4. Otherwise manage the Application in a manner designed to protect our rights and property and to facilitate the proper functioning of the Application.

#### 8. INCOMPATIBLE DEVICES

It is your responsibility to keep your phone and access to the Application secure and log out if not using the Application. We therefore recommend that you do not jailbreak or root your mobile device, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. This may result in your device being vulnerable to malware/viruses/malicious programs, compromise your device's security features and cause the Application not to function properly.

#### 9. PRIVACY POLICY

We care about your data privacy and security. For more details please check on our Privacy Policy on the Application. By using the Application, you declare having perfectly understood and agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions.



## 10. COPYRIGHT INFRINGEMENTS

If you believe that any material available on or through the Application infringes any copyright you own or control, please immediately notify us using the contact information provided below.

## 11. MODIFICATIONS AND INTERRUPTIONS

11.1. We reserve the right to change, modify, or remove the contents of the Application at any time or for any reason at our sole discretion without notice. However, We have no obligation to update any information on our Application. We also reserve the right to modify or discontinue all or part of the Application without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Application.

11.2. We cannot guarantee the Application will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Application, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Application at any time or for any reason without notice to you. You agree that We have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Application during any downtime or discontinuance of the Application. Nothing in these Terms and Conditions will be construed to obligate Us to maintain and support the Application or to supply any corrections, updates, or releases in connection therewith.

## 12. CORRECTIONS

There may be information on the Application that contains typographical errors, inaccuracies, or omissions that may relate to the Application, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Application at any time, without prior notice.

## 13. DISCLAIMER

THE APPLICATION IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE APPLICATION WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APPLICATION AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE APPLICATION'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS APPLICATION AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE OR LOSS OF ANY KIND, OR NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APPLICATION, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APPLICATION, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APPLICATION BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APPLICATION, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

THE APPLICATION MAY CONTAIN INFORMATION SOURCED FROM THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, GOOGLE MAPS COORDINATES. SUCH INFORMATION IS NOT INVESTIGATED, MONITORED OR CHECKED FOR ACCURACY, RELIABILITY, OR COMPLETENESS BY US AND WE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY, RELIABILITY OR COMPLETENESS OF SUCH INFORMATION.

## 14. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE APPLICATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 15. INDEMNIFICATION

You agree to defend, indemnify, and hold Us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your reviews; (2) use of the Application; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Application with whom you connected via the Application. Notwithstanding the foregoing, We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 16. USER DATA

Your personal data will be collected, stored, maintained, used, transmitted and/or disclosed in accordance with the privacy policy (please refer to paragraph 9 above) and the terms and conditions applicable to online applications for bank facilities. Should we add additional features to the Application, we may wish or this may require us to, collect and/or store your personal data. You will be informed of any changes in how we use your personal data in accordance with these Terms and Conditions.

## 17. MISCELLANEOUS

These Terms and Conditions and any policies or operating rules referred to in these Terms and Conditions or posted by us on the Application constitute the entire agreement and understanding between You and Us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Application. You agree that these Terms and Conditions will not be construed against Us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.



**18. GOVERNING LAW**

The Terms and Conditions shall be governed by the laws of Mauritius. In the event of any discrepancy that may arise regarding its interpretation and/or execution, the parties submit to the jurisdiction of the Courts of Mauritius.

**19. CONTACT US**

If you have any query or complaints regarding the Application, you may contact us on the below: To SBM Bank (Mauritius) Ltd:

SBM Tower, 1 Queen Elizabeth II Avenue, Port Louis, Republic of Mauritius

T: (230) 202 1111 | E: [sbm@sbmgroup.mu](mailto:sbm@sbmgroup.mu)