

## SBM MOBILE BANKING - TERMS AND CONDITIONS

### 1. Definition

**"Accounts"** means a bank account maintained by a customer in the Republic of Mauritius at any branch or subsidiary of the SBM Bank (Mauritius) Ltd.

**"Bank"** means the SBM Bank (Mauritius) Ltd.

**"Customer"** means an individual, having contracted with the Bank to use the SBM Mobile Banking.

**"User"** means and includes retail Customers who have been granted facilities for SBM Mobile Banking.

### 2. Registration

SBM Mobile Banking is part of the online banking services the Bank that allows customers to access his/her account and conduct a number of financial transactions through his internet enabled mobile device.

The service is available only to customers who have already subscribed to the Bank's Internet Banking Service to that effect.

Access to this service will require the user to enter a valid USER ID and MPIN.

### 3. Conditions of use and security precautions

**The customer acknowledges that:**

- All passwords and MPINs (Mobile PIN), as must be changed by the customer, should be kept secret and should not be communicated to any person whomsoever
- User shall ensure, before accessing SBM Mobile Banking, that his/her internet browser, PC or mobile phone, tablet is not equipped with any User ID and Password/MPIN memorizing facility whatsoever

The user/Customer shall notify the Bank upon being aware that his/her password, MPIN may have fallen into the hands or made known to any third party. The Bank shall not be liable for any loss, prejudice or other detriment caused to the user/Customer prior to notification to the Bank the User's/Customer's own negligence or disclosure of the password/MPIN to any third party without the Bank's prior consent

In case of loss or irreparable damage, a new password shall be issued

The Bank shall not incur any liability if it is unable to effect a transfer to the destination account number with the beneficiary's name.

**The Bank shall not be bound to effect any payment in accordance with any instruction received by the Bank through its Mobile Banking service unless:**

- Sufficient cleared funds (payment amount plus any related fees) are available on the account from which the funds are requested to be debited for payment
- The customer's instructions are irrevocable and unconditional and cannot be altered, modified, amended, restrained or extended by the customer.
- The customer agrees that the Bank shall not, in any circumstances, be bound to ensure that the payment to a third party can be effected at any particular time or within any particular time limit

**The customer understands and agrees that in order to effectively access SBM Mobile Banking service, he/she shall:**

- Obtain by his own means and maintain the appropriate hardware and software
- Duly take the cognizance of the user guide and security information as may be amended from time to time by the Bank and provided on the SBM website, and undertake to scrupulously adhere to the recommended procedures

Any failure on the part of the customer to follow the security procedures referred to here above shall amount to a breach by the customer of the present agreement whereby the Bank shall not be held liable should any transactions be performed and/or any instructions, data or message be transmitted via his/her User ID.

### 4. Customer's responsibilities

**The customer is fully and perfectly aware that:**

- All his bank accounts, loan, lease, fixed deposit accounts and credit cards accounts owned by him will be displayed on the Mobile Banking service
- The user downloading any file/software from the internet shall do so at his 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"
- The Bank shall not be in any circumstances whatsoever liable for any loss or damage that he/she may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such a software. Furthermore, the Bank shall not accept any responsibility in connection with the suitability, performance or security aspects of such software
- The customer shall be solely liable for any expense, loss or damage that the Bank or any Third Party may suffer as a result of the possession, use, abuse or any form of manipulation of such software

### 5. Disclaimer of Liability

The Bank shall not be bound to inquire into the authority of the person using the User ID and Login Password/MPIN to access the Mobile Banking facility and using Transaction Password to transact upon the different accounts upon which the customer is entitled to access and transact, or to apply for a service or give any instruction

The Customer hereby authorizes the Bank to debit the different accounts upon which the customer is entitled to access and transact with the amount of any such transaction effected through the Mobile Banking service together with any fee related thereto

The customer hereby formally agrees to indemnify the Bank against any claim, liability or action whatsoever against it in connection with the use of the Mobile Banking service and its different banking systems through the customer's User ID.

**The customer further formally and irrevocably agrees that the Bank shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay or non-performance arising out of:**

- Failure by the customer to adhere to the present Terms and Conditions or the Customer being in contravention with any law or regulation for the time being in force or the Customer having furnished incorrect information on the application form
- Possession, use, abuse, misuse and manipulation by the Customer of any third party software
- Any consequential, indirect or circumstantial losses including but not limited to loss of profits, contracts or financial losses that may arise
- Failure or malfunction of any hardware or software used by the customer to access the facility
- Unauthorized access to the customer's account/s or any breach of security procedures laid down therein including but not limited to misuse or unauthorized use of the Customer's password/MPIN
- Use, misuse, abuse, malfunction or failure of the customer's internet access or hardware
- The Bank shall be released from liability for failure to perform any obligations hereunder where such failure to perform occurs by reason of any natural calamity, national emergency, causes of "force majeure" and more specifically any communication failure, be it mechanical or electronic breakdown of any nature or for any reason outside the control of the Bank

## **6. Termination of the agreement**

The Bank is committed to make the mobile banking experience of its valued clients as secure as possible. The Bank reserves the right to stop SBM Mobile banking access to accounts at any time without notice to me/us where such service has not been used for the past twelve consecutive months or for any other reasonable cause, by giving at least 30 days' notice to the Customer, in which event the Bank shall incur no liability to me/us whatsoever.

## **7. Assignment**

The customer shall not assign any of its rights or obligations in the present agreement, in any circumstances whatsoever without the prior written consent of the SBM Bank (Mauritius) Ltd.

## **8. Availability**

SBM Mobile Banking facility shall be available, unless otherwise advised by the Bank to customer from time to time, 24 hours a day and 7 days a week unless there is a failure by reason of any natural calamity, national emergency, causes of "force majeure" and more specifically any communication failure, be it mechanical or electronic breakdown of any nature or for any reason outside the control of the Bank.

The operation hours may be varied and suspended by the Bank without notice although in such cases, the bank shall endeavor to advise the customer as soon as may be reasonably practical, by whatever means the bank may deem appropriate and fit.

The date and time referred to on the website of the Bank or on any other document relating to the mobile banking facility shall be at the date and time prevailing in the Republic of Mauritius at the time of the transaction.

## **9. Modification to the terms and conditions of the present agreement**

By accepting to access SBM Mobile Banking through the use of his User ID and login password, the customer binds himself formally and irrevocably to the Terms and Conditions herein contained.

The Bank reserves the right to vary the present terms and conditions of this agreement on giving 7 days' notice (whether individually or by public notice) to the user.

The Bank shall not in any circumstance whatsoever, be liable for any costs, expense or liabilities incurred or which may be incurred by the customer in the event of any such variation made by the bank.

## **10. Severability**

In the event that any provision of this agreement 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 this agreement 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.

## **11. Governing Law**

This agreement shall be governed by and construed in accordance with the law of the Republic of Mauritius and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

## **12. Data Protection and Privacy**

I confirm that I have read and understood the Bank's [Privacy Policy](#) and consent to the collection and processing of my personal data in accordance with the terms thereof.