

# BCP Connect: General Terms and Conditions



(the "Terms and Conditions")

These Terms and Conditions sets out your rights and obligations regarding our internet banking services. Please read this agreement carefully.

By signing up for and continuing to proceed with our BCP Connect internet-banking services, you agree to accept and follow these Terms and Conditions, as may be amended from time to time.

## 1. Definitions

- 1.1. **"Administrator"** means a User who has the following rights and who can perform the following actions with respect to the E-Services:
- (a) Beneficiary Management: Add and/or delete Beneficiary, Bulk upload of domestic beneficiary and international beneficiary;
  - (b) Contract Management: View and download a contract in PDF version; and
  - (c) Access Management: Activate and/or suspend a User, lift suspension, create a new User and attach User to a contract.
- 1.2. **"Approver"** means a User who has the following rights with respect to the E-Services:
- (a) to visualise advices, e-statements, transactions, account balances and account history; and
  - (b) to approve all the online requests initiated by the Initiator;
- 1.3. **"Bank"** means BCP Bank (Mauritius) Ltd, its successors or assigns;
- 1.4. **"Business Day"** means any day when the Bank is open for business in Mauritius, other than Saturdays, Sundays, public holidays and bank holidays even if some of the Bank's branches may be open for business;
- 1.5. **"Client"** means the business in whose name the Bank maintains an account;
- 1.6. **"E-Services"** means the internet banking service offered by the Bank, known as BCP Connect, to its Clients and which may be subject to change from time to time, which may be accessed via mobile phones, smart phones, tablet, laptops and other applicable devices;
- 1.7. **"Initiator"** means a User who has the following rights with respect to the E-Services:
- (a) To visualise advices, e-statements, transactions, account balances and account history; and
  - (b) To initiate online request such as payments which shall nevertheless require the Approver's authorisation to be considered as a valid online request by the Bank;
- 1.8. **"OTP"** means one-time password and is a system-generated code sent to the registered email address of the Client, as per the Bank's records;
- 1.9. **"User"** means either a Viewer, Initiator, Approver or Administrator appointed by the Client during the Registration process or subsequently nominated; and
- 1.10. **"Viewer"** means a User who has the right with respect to the E-Services, to visualise advices, e-statements, transactions, account balances and account history.

## 2. Provision of E-Services

- 2.1. The Bank shall, in accordance with the Terms and Conditions, provide E-Services via a website established, operated, and/or maintained by the Bank or its representatives (the **"Website"**), facilitating clients to effect bank transfers online, access e-documents and such services as may be available on the platform from time to time.
- 2.2. The E-Services shall be for the sole and exclusive use of the Client and its Users.
- 2.3. The Bank reserves the right to periodically adjust the range and type of services accessible on the E-Services, including, but not limited to:
- 2.3.1. Imposing and modifying any restrictions on the use of the E-Services, which may include daily minimum or maximum limits for transactions or dealing, or any types of transaction or dealings authorised through the E-Services;
  - 2.3.2. Expanding, altering or reducing the E-Services available;
  - 2.3.3. Specifying and reviewing the normal hours during which E-Services are accessible and daily cut-off times for transactions for any transactions on E-Services; and
  - 2.3.4. Reviewing the applicable transaction limits (even to a lower value or zero), where the E-Services have not been utilised by the Client for a period specified by the Bank. Such period of non-use may be periodically reviewed by the Bank.
- 2.4. By registering to use E-Services and also by virtue of the Client's continued usage of E-Services, the Client shall be deemed to have

accepted and be bound by these Terms and Conditions, as may be amended from time to time.

The present Terms and Conditions shall be viewed during the Registration (as defined below) process and once more upon the Client's initial log-in. The Terms and Conditions will not be displayed upon each visit to the site, unless where there is an update. The Terms and Conditions may be accessed via a hyperlink on the Bank's logon page.

These Terms and Conditions are in addition to the general terms and conditions that apply to the account(s) held by the Client with the Bank and shall supersede and replace any existing agreements entered into between the Client and the Bank with regard to E-Services.

## 3. Registration for and use of E-Services

- 3.1. In order to use the E-Services, the Client is required to register, in such manner prescribed by the Bank (the **"Registration"**), and accept the Terms and Conditions. In addition, each User shall be prompted to read and accept the Terms and Conditions the first time he or she logs on to the E-Services.
- 3.2. In addition to the above, the Client shall successfully undergo all relevant identification procedures as required by the applicable laws and internal policies of the Bank.
- 3.3. The Client warrants that all the information provided to the Bank are true, complete, accurate and up-to-date. The Bank shall not be required to independently verify the information provided by the Client. The Client further warrants that it shall inform the Bank as soon as possible, in writing, of any change in the information it has provided.
- 3.4. The Client is prohibited from using, or knowingly permitting any other individual to use, E-Services for any illegal purpose or activity. The Client is obligated to promptly notify the Bank upon becoming aware of any such illegal use and/or activity.
- 3.5. During the Registration process, the Client is required to nominate at least one (1) Viewer, Initiator, Approver and/or Administrator. The Client understands that in so doing, the Users shall have the rights assigned to them as described in clause 1 and shall be deemed to be acting on the Client's behalf when using E-Services.
- 3.6. The Bank shall provide exchange rates, interest rates, dealing rates, and other prices and information on the Website or through other means to the Client in response to inquiries made on E-Services. The Client acknowledges that such information is provided for reference only and is not binding on the Bank. The rates, prices, and information offered by the Bank for specific transactions will be binding on the Client upon their acceptance, regardless of any disparities in the rates, prices, or information initially quoted by the Bank.
- 3.7. The Client acknowledges that there may be potential delays in transmitting instructions, information, or communications to the Bank when conducted via the internet.

## 4. Security

- 4.1. The Client shall keep his or her username and password secret and confidential at all times and same should not be imparted to any person whomsoever. The Bank shall not be held liable for any unauthorised or accidental disclosure of the username or password to any unauthorised person.
- 4.2. Instructions and/or requests received through E-Services, purportedly from the Client and authenticated in accordance with these Terms and Conditions, may be deemed valid and duly authorised by the Client. Such instructions and/or requests shall be binding on both the Client and the Bank, with the Bank assuming no liability for their performance and execution.
- 4.3. The Client shall immediately notify the Bank via email at [fraudreport@bcpbank.mu](mailto:fraudreport@bcpbank.mu) whenever he becomes aware of any security breach of his username and/or password and comply with the instructions given by the Bank. The notification of the security breach shall take effect immediately after it has been received by the Bank.
- 4.4. The Client shall remain responsible for any transaction carried out and properly authenticated on E-Services by an individual in possession of the Client's password until the Client notifies the Bank, via email as above, regardless of whether the password was obtained with or without the Client's consent.
- 4.5. It is the Client's responsibility to ensure that the integrity of the operating system of the hardware and the web browser he uses to access E-Services, is not compromised in any way. The Bank shall not be liable if it is unable to perform its obligations, under these Terms and Conditions, due directly or indirectly to the failure or any breakdown of the internet connection, hardware or web browser used by the Client to access E-Banking Services.

## 5. Client's Instructions

- 5.1. The Client shall provide one or more of the following when logging into E-Services or when issuing instructions to the Bank on E-Services:
- 5.1.1. Username;
  - 5.1.2. Password;
  - 5.1.3. Security code, e.g. OTP; and/or
  - 5.1.4. Any other identifiers, as may be requested by the Bank.

- 5.2. Upon submission, the Client's instructions are deemed valid, irrevocable, and unconditional. Such instructions may not be altered, modified, amended, restrained, or extended thereafter, without the prior approval of the Bank. It is the Client's responsibility to ensure the accuracy of the payment instructions provided to the Bank.
- 5.3. The Bank is not obligated to verify the authority of any individual using E-Services on behalf of the Client. Additionally, the Bank shall not be held accountable for any incorrect payment details provided by the Client.
- 5.4. The Bank shall perform any electronic funds transfer in accordance with the account details provided in the payment instructions. The Client acknowledges that the Bank is not obligated to and shall not verify the destination account numbers, parties' names or the amount involved in any payment instructions.
- 5.5. The Bank shall only execute an instruction if it is deemed practicable and reasonable to do so, and if the instruction aligns with the Bank's standard business practices and procedures, as amended from time to time.
- 5.6. Notification or acknowledgment of an instruction being received and/or a transaction being completed via E-Services will be issued online by the Bank. Upon transmission by the Bank, such notification and/or acknowledgment is considered received by the Client immediately. The Client is responsible for reviewing this notification and/or acknowledgment. Furthermore, it is the Client's responsibility to contact the Bank if such notification and/or acknowledgment is not received by the next Business Day following the instruction being sent and/or the transaction being completed.
- 5.7. If the Bank identifies or suspects a security breach or other suspicious activity related to the operation of one or more of the Client's accounts or E-Services in general, the Bank reserves the right, at its sole discretion and without any liability, to either refuse to act on received instructions, undertake additional checks or delay acting upon the instructions. In any case, the Bank shall, to the extent possible, endeavour to inform the Client as soon as reasonably practicable.
- 6. Payments and Transaction Limit**
- 6.1. The Bank reserves the right to enforce a transaction limit, which may be reviewed at the Bank's sole discretion, from time to time, that may impact the Client's capability to initiate payments via E-Services.
- 6.2. A specific cut-off time shall be established for transactions conducted through E-Services. Instructions received after this cut-off time may not be processed until the following Business Day. This may occur even if the account balance displayed on E-Services is promptly updated after the payment instructions are submitted.
- 6.3. The Bank may implement varying cut-off times for different transactions and retains the right to adjust these cut-off times further. However, the Bank will inform the Client of any permanent or long-term changes to cut-off times. Nevertheless, temporary changes may be necessary at times without prior notice.
- 7. Fees**
- 7.1. The Bank retains the right to impose charges for using and/or terminating E-Services, and to adjust these charges at its sole discretion.
- 7.2. The Bank shall determine and provide the Client with reasonable advance notice of the fee rate, which may vary from time to time, before it becomes effective.
- 7.3. The payment of these fees shall be mandatory for the Client if they choose to use E-Services on or after the specified effective date. The Bank shall collect these fees from the Client in the manner and at the intervals determined by the Bank.
- 8. Client's undertakings**
- 8.1. The Client shall adhere to all instructions issued by the Bank in relation to the use of the E-Services.
- 8.2. The Client shall promptly furnish the Bank with any information reasonably requested from time to time for the provision of E-Services. It is the Client's responsibility to ensure that all provided information, including but not limited to address, telephone number, and other contact details, remain accurate, complete, and up-to-date.
- 8.3. The Client undertakes not to use E-Services to conduct transactions related to any illegal activity, including but not limited to, the purchase of goods and/or services prohibited by the relevant laws, rules and/or regulations.
- 9. Intellectual Property Rights**
- 9.1. The Bank shall retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on the Website and/or E-Services.
- 9.2. Nothing on the Website and/or E-Services should be construed as granting any licence or right to use any trademark without the Bank's prior written permission and/or that of third parties, as the case may be.
- 9.3. The Client shall not and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way temper with, or gain access to, any part of the E-Services or the Website or any software and associated documents of the E-Services.
- 9.4. In respect of third-party software, the Bank is not a party to any licence agreement entered into by the Client and the licensor, and therefore provides no warranties relating to such software, including, without limitation, warranties relating to the suitability for a particular purpose,

security features or performance. The Client acknowledges that the use of such software is at its own risk.

- 9.5. Furthermore, the Client understands that the use of such third-party software may be illegal in jurisdictions outside the Republic of Mauritius and/or may infringe on certain third-party intellectual property rights in such jurisdictions. The Client understands that, should he use any third-party software outside the boundaries of the Republic of Mauritius, it will at all times be incumbent on him to ascertain the legality of such use and to obtain all necessary licences and permissions from the relevant parties.

**10. Protection of Data**

- 10.1. The Bank shall protect the privacy and security of any personal data which it may process in connection with the performance of the services under these Terms and Conditions and the Bank undertakes to process the Client's personal data in accordance with the provisions of the Mauritius Data Protection Act of 2017.
- 10.2. The Client's attention is drawn to the Bank's privacy policy (the "Policy") which may be accessed on the website <https://www.bcpbank.mu/en/produit/privacy-policy-statement>. The Policy provides details as to how the Bank treats personal data received during the engagement with the Client.

**11. Liability and Indemnity**

- 11.1. The Client shall ensure that all its Users are fully aware of and shall abide by these Terms and Conditions. The Client further undertakes to indemnify the Bank or any third party from and against all losses, costs, charges and claims which the Bank and/or any third party may suffer or incur as a result of:
- 11.1.1. Failure of the Client and its Users to abide by any of these Terms and Conditions; and/or
- 11.1.2. Any transaction, message, data or instructions given, performed or transmitted through the Client or any of its Users.
- 11.2. The Client undertakes to indemnify the Bank against any claim or action whatsoever against it relating to or in connection with the use of or access to the E-Services and its different banking systems by its Users.
- 11.3. The Client agrees that the Bank is not liable for any direct, indirect, incidental or consequential damages or loss of any kind whatsoever or howsoever caused, arising as a result of the Client's and/or the User's use of or inability to use E-Services, accessing E-Services, utilising any service offered through E-Services and/or relying on any information communicated through E-Services.
- 11.4. Notwithstanding clause 11.3, the Bank shall not be liable for:
- 11.4.1. Any failure by the Users to abide by the applicable laws and regulations of the Republic of Mauritius;
- 11.4.2. errors or discrepancies in the information provided during the Registration process and/or any other document sent by the Client to the Bank;
- 11.4.3. any unauthorised access of E-Services by third parties;
- 11.4.4. any breakdown, failure, use, misuse, abuse of any hardware or medium of access to E-Services;
- 11.4.5. any failure or unavailability of E-Services, or any third parties' facilities or systems, databases or any component or part thereof for whatever reason resulting in the inability to access E-Services or process any transaction referred to or offered via E-Services;
- 11.4.6. any alteration, modification, upgrade or update of E-Services, or any technology, hardware or software modification that may form part of E-Services;
- 11.4.7. any loss or damages which the Client may suffer as a result of a security breach of the Client's and/or Users' password and/or username, and/or any other personal identification;
- 11.4.8. any event over which the Bank has no control over and constitutes a force majeure, as interpreted by the courts of Mauritius, including but not limited to the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, fire, storm, flood, explosion, vandalism, strikes, lock-outs or other industrial actions or trade disputes (whether involving the Bank's employees or those of third parties), acts of God, war, riots or other civil unrest, government actions, or cut or fluctuation in power supply.
- 11.5. The Client and Users are entirely responsible for all content that they access, upload, post, email or otherwise transmit through the E-Services. The Bank is not liable for loss of any content the Client and/or Users transmit.
- 11.6. Notwithstanding the above provisions, the Bank shall indemnify the Client for any loss or damage suffered:
- 11.6.1. which are caused by any direct act of gross misconduct and/or negligence of the Bank.

**12. Variation and Termination**

- 12.1. The Bank may at any time, without giving notice or reason, suspend or terminate all or any of the E-Services or the use by the Client when it considers it necessary or advisable to do so, for example in the following circumstances:
- 12.1.1. If the Client has breached these Terms and Conditions or any other terms and conditions or agreements with the Bank;
- 12.1.2. if so required by law or a regulatory body;

- 12.13. if the Bank determines, in the exercise of its discretion that the Client's behaviour was inappropriate, illegal or constitutes a misconduct; and/or
- 12.14. if a fraudulent or unlawful transaction is conducted, or attempted to be conducted, directly or indirectly by the Client or by anyone impersonating the Client.

- 12.2. The Client may terminate the use of the E-Services at any time by giving the Bank prior written notice.
- 12.3. The Bank shall make reasonable efforts to promptly notify the Client via E-Services and/or the Website if any features within E-Services are unavailable. If the Bank has charged the Client for a specific service that is not available, it shall take appropriate steps to reimburse the Client. Apart from refunding any amounts specified in this paragraph, the Bank shall not bear additional liability to the Client.
- 12.4. All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the E-Services and/or the use of the E-Services by the Client shall remain in force and effect after suspension or termination.
- 12.5. Notwithstanding such suspension or termination, the Client shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of the Client and/or the Users which remain to be performed or discharged.

### 13. Amendment to Terms and Conditions

- 13.1. The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time. Any revision and/or addition to these Terms and Conditions shall become effective subject to the Bank giving reasonable advance notice to the Client.
- 13.2. Notice of such updates may be provided by posting the revised Terms and Conditions on the Website or through display, advertisement, or other means chosen by the Bank.
- 13.3. If, after receiving notification of the amended Terms and Conditions, the Client continues to use E-Services, the amended Terms and Conditions will be considered binding on the Client, and it will be presumed that the Client has accepted the changes.
- 13.4. In the event that the Client disagrees with the updated Terms and Conditions, the Client should initiate the termination of E-Services as outlined in the clause 12.2.

### 14. Notices

- 14.1. For all purposes under these Terms and Conditions, the Parties choose the following addresses as their respective *domicilia citandi et executandi*:
- 14.1.1. The Bank: 9<sup>th</sup> Floor, Maeva Tower, Cnr Silicon Av & Bank Street, Cybercity Ebene, or another address as may be communicated to the Client; and
- 14.1.2. The Client: the last known physical address supplied by the latter for any of their accounts held at the Bank.
- 14.2. Any legal notice to be served on any Party may be served at the address specified for such Party in this clause.
- 14.3. Legal notices will be valid and effective only if given in writing and delivered by hand or prepaid registered post. If delivered by hand, the notice will be deemed to have been received on the date of delivery, provided it was delivered to a responsible person during ordinary business hours. If delivered by prepaid registered post, the notice will be deemed to have been received within three (3) days of the posting date, unless the contrary is proved.
- 14.4. Notwithstanding anything to the contrary in this clause, a written notice or other communication actually received by any Party will be adequate written notice or communication to such Party even if the notice was not sent to or delivered at the Party's chosen address.
- 14.5. It is the Client's responsibility to ensure that the Bank is kept informed of any changes to the Client's personal information, including address and contact details.
- 14.6. For any complaints in relation to the E-services, the Client shall be guided by the Policy on Claims Management of the Bank which is available on the Bank's website at the following address : <https://www.bcpbank.mu/en/institutional/how-can-we-help>.

### 15. Governing Law and Dispute Resolution

- 15.1. The present terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Mauritius.
- 15.2. The courts of the Republic of Mauritius shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the interpretation and/or fulfilment of present terms and conditions.

### 16. Headings

The headings of the clauses in these Terms and Conditions are provided for convenience and ease of reference only and shall not be used to interpret, modify or amplify these Terms and Conditions.

### 17. Assignment

The Client shall not assign these Terms and Conditions or any of its rights or obligations mentioned therein, in any circumstances whatsoever, without prior written consent of the Bank.

### 18.

#### Severability

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time, one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity and enforceability of the remaining provisions shall not be affected in any way whatsoever.

### 19.

#### Waiver

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.