

## TERMS & CONDITIONS – VISA CARD

### 1. Definitions

*Bank* means Banque des Mascareignes, having its head office at 9th Floor, Maeva Silicon Avenue & Bank Street, Cybercity, Ebène 72201 – including all its branches in the Republic of Mauritius *Bank Account* means the bank account held or to be held with the Bank in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the Card and communicated to the Cardholder as appropriate *Card* means a Banque des Mascareignes Debit Card, including any renewal or replacement Card.

*Card Account* means account which may be opened by the Bank for the Customer to which the value of all purchases of goods and services, of all cash advances effected by use of the Card (“Card transactions”) and of all fees and charges will be debited *Cardholder* means the person to whom the Card is issued and who has power alone to operate the Card account in accordance with the bank mandate in respect thereof.

*PIN* means the Personal Identification Number issued to the Cardholder from time to time for use with the Card.

*Transaction* means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorised manner for debit or credit to the Account.

*VISA* means VISA CEMEA, (Central Europe Middle East & Africa), 1 Sheldon Square, London W2 6TT, United Kingdom or PO Box 39662, London, W2 6WH, United Kingdom.

In these terms and conditions references to the singular include the plural and vice versa and references to one gender include references to the other gender. The headings used herein are for ease of reference only.

### 2. The Card

2.1. The Card is the property of the Bank and shall be returned immediately by the Cardholder to the Bank upon request. The Bank shall take any legal action as it shall be advised against a Cardholder who continues to make use of the Card after such request.

2.2. The Bank may in its absolute discretion and without prior notice and/or reason withdraw at any time the Cardholder’s right to use the Card and may refuse any authorization for any Card transaction.

### 3. Collection and use of Card

3.1. The Cardholder shall sign the Card immediately upon receipt and shall not allow any other person to use it; the Cardholder shall also at all times ensure the Card is kept under his/her personal control and safeguard it.

3.2. In the event where the Card is sent by registered mail at the Bank’s discretion, the Card will be deemed to have been received in good order; the Bank shall not be liable towards the Cardholder for any loss and/or damage of any nature in the event the Card is not received or otherwise in connection with the delivery of the Card by registered mail.

3.3. The Cardholder shall not be relieved of any liability to the Bank in the event h/she fails to sign any sales or cash advance voucher, whether or not required.

3.4. The Cardholder shall be responsible for all credit facilities granted by the Bank in respect of the Card Account and for all related charges hereunder, notwithstanding the termination of this agreement.

3.5. The Bank may upon request from the Customer assign a credit limit to be strictly observed to the Card account. The Cardholder may apply for a review of such limit at any time.

3.6. For the purpose of computing whether the credit limit is exceeded, the Bank shall take into account the amount of any Card transaction not yet debited to the Card account and of any authorization given by the Bank to a third party in respect of a prospective transaction.

### 4. Payment

4.1. When applicable a Card Account statement would be sent to the Cardholder on a monthly basis at the end of each period (“billing period”) on the statement date (“statement date”) to be determined by the Bank and notified to the Cardholder.

- 4.2. Any transaction made by the Cardholder will be applied by the Bank in or towards payment of the Cardholder's liabilities to the Bank under the present terms and conditions in such order as the Bank may decide.
- 4.3. Transactions in foreign currency effected by use of the Card outside the Republic of Mauritius shall be converted into Mauritius Rupees at the prevailing VISA rate of exchange on the International processing date, irrespective of the date on which the amount is debited to the Cardholder's account in the books of Banque des Mascareignes.
- 4.4. The Cardholder shall examine each statement issued in respect of the card usage and shall notify his/her Branch of any alleged error within thirty days (30 days) from the statement date. After such period, the statement and entries therein (except for any alleged error so notified) shall be conclusively considered as correct between the Bank and the Cardholder.

## **5. Fees and charges**

- 5.1. A detailed schedule of fees, interests and other charges associated with the Card and the use of the Card will be available upon request at any of the Bank's branches. Fees shall be debited from the Bank Account when due and are not refundable.
- 5.2. The Bank may by notice to the Cardholder in any way it deems fit, modify from time to time, the present fees and/or charges.

## **6. Additional Cards**

- 6.1. Joint accounts: The Bank may issue an additional Card at the joint request of the Cardholder and the additional Cardholder. Both the Cardholder and the additional Cardholder shall be jointly and severally (conjointement et solidairement) liable for use of the Card and of the additional Card. Any additional Cardholder shall be bound by the present terms and conditions (copy of which may be made available to the additional Cardholder).
- 6.2. Other accounts: The Bank may issue additional Card(s) at the request of any Account holder. The Account holder shall be solely liable for use of the Card and/or that of

the additional Card. Any additional Cardholder shall be bound by the present terms and conditions (copy of which may be made available to the additional Cardholder).

## **7. Use of Automated Teller Machines (ATMs), Points of Sales (POS) and Personal Identification Number (PIN)**

- 7.1. A PIN is given to the Cardholder upon delivery of the card in order to proceed with ATM and/or POS transactions including but not limited to any withdrawals and/or purchases
- 7.2. A facility has been incorporated in the Card to allow the Cardholder to effect banking transactions by electronic means. Such transactions may be effected at ATMs, terminals, POS, or otherwise.

## **8. Termination**

- 8.1. The Cardholder may terminate the present agreement at any time by written notice to the Bank. Such notice should be sent together with the Card as well as any additional Card(s). Where the agreement relates to the issue of an additional Card, the Cardholder or the additional Cardholder may terminate same – insofar as the termination applies to the use of the additional Card – by written notice sent to the Bank, together with the additional Card(s). Note that Cards returned to the Bank shall be cut in two.
- 8.2. The Bank may terminate the present agreement at any time by canceling or refusing to renew the Card with or without cause or prior notice.
- 8.3. The Bank shall provide a new Card to the Cardholder from time to time unless and until such termination takes place.
- 8.4. The aggregate of the outstanding balance on the Card account together with the amount of any outstanding Card transactions effected but not yet charged to the Bank account and/or Card Account shall become, at the next payment date, due and payable in full to the Bank upon termination of the present agreement, or upon the Cardholder's Bankruptcy or death. The Cardholder or his estate shall be responsible for settling any outstanding balances on the Bank account

and/or Card Account and shall keep the Bank indemnified against all costs, charges (including legal fees) and expenses incurred in recovering such outstanding balances. The Bank reserves the right to charge interests at its prevailing rate pending repayment of outstanding balances.

8.5. Notwithstanding the termination of the present agreement by either party, the Cardholder shall continue to be liable for all further charges incurred through the use of the Card, until receipt of the Card by the Bank.

## **9. Loss of the Card**

9.1. The loss or theft of the Card and/or PIN should be reported immediately upon discovery to the hotline telephone number made available to the Cardholder and in writing to the Police (if overseas, to any Visa member). In any such case, the loss shall be notified in writing forthwith by the Cardholder to the Cardholder's Branch. The Cardholder shall be liable for all amounts debited to the Card account as a result of the unauthorized use of a Card until such time the Bank has been notified of the loss, within the limits set by the Mauritius Code of Banking Practice.

9.2. The Cardholder shall give to the Bank all the information in his/her possession as to the circumstances of the loss, theft or misuse of the Card and/or PIN and take all steps deemed necessary by the Bank to assist the recovery of the missing Card. Should the Cardholder recover the lost or stolen Card, he/she shall return it to the Bank immediately.

## **10. Exclusions and exemptions**

10.1. The Bank shall not be liable in case any merchant establishment refuses to accept and/or to honour the Card, and/or to extend credit/debit facilities including cash advances to the full and authorized debit limit.

10.2. The Bank shall not be liable for any defect or deficiency in the goods and/or services rendered and/or purchased by use of the Card or Card number. The Bank shall in no way be responsible for statements, words,

pictures and/or any other representations made or contained in any books, magazines, periodicals, mails orders, brochures or any other documents offering goods/services for consumption or sale.

10.3. Complaints against any merchant establishment should be resolved by the Cardholder with the establishment. Disputed transaction requests shall be addressed to the Branch in writing, which will be dealt with, according to Visa International laws and regulations. The Bank shall in no way whatsoever accept that a claim by the Cardholder against the establishment relieve the Cardholder from any of his/her obligations towards the Bank.

10.4. The Bank shall not be liable in any manner to the Cardholder for any inconvenience, loss, damage or embarrassment of any nature due to or arising from any disruption or failure or defect in any ATM, terminal and/or communication system or facilities or data processing system or transmission link or any other cause of whatsoever nature beyond the Bank's control or otherwise.

10.5. If the Cardholder receives no monthly statement from the Bank, the Cardholder's liability shall still exist and for the purpose of computing any interest due or establishing the date on which payment is due, the Bank may select a date as statement date for each month.

10.6. The Bank shall be allowed and entitled to honor any sales draft, transaction record, credit voucher, cash disbursement draft and/or any other charge record bearing the imprint or other reproduction of embossed information contained on the Card and duly completed.

10.7. The Cardholder hereby agrees that the Bank's records and the statement of account of all transactions shall be conclusive and binding on the Cardholder for all purposes.

## **11. Legal remedies**

11.1. Any fraudulent or otherwise improper or unlawful use of the Card including the

purchase of goods or services shall render the Cardholder liable to prosecution.

11.2. Should the Cardholder fail to comply with the present terms and conditions for any reasons whatsoever, the Bank may initiate legal proceedings against him/her in the country of issue of the Card. The Cardholder shall be liable for any charges and fees leading to and arising from the legal action including legal costs on an indemnity basis as between counsel and client, and the commission of ten percent payable to the attorney proceeding to the collection of any amount due.

11.3. In any action before any court for the recovery of any sums due in connection with the sue of the Card, the documents relating to any transactions effected therewith and/or certified copies thereof shall be conclusive and irrefutable evidence of the said transactions.

## **12. Variation**

12.1. The Bank reserves the right to change, modify and otherwise alter the present terms and conditions (including the revision of fees/charges) from time to time. Such changes/modifications/alterations shall take effect upon notification to the Cardholder in any manner deemed fit by the Bank (including without limitation by publication of such changes/ modifications/alterations in such places as the Bank deems appropriate.

12.2. The Cardholder shall be deemed to have accepted without reservation any such changes/modification/alterations upon using the Card after the date on which they are to take effect.

## **13. Disclosure of information**

13.1. The Cardholder authorizes the Bank to disclose to such persons information concerning either the Cardholder or the Card account as the Bank deems appropriate or necessary in connection with the services provided and the enforcement of any rights and/or performance of obligations arising in respect of the account.

## **14. Right of Set off**

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B.P. 43, Port Louis, Cybercity, Ebene 72201 - Ile Maurice  
Tel: (230) 207 8600 - Fax: (230) 468 1828 / 468 1829  
Swift BA1MMUMUN - Email: [serviceclient@bm.mu](mailto:serviceclient@bm.mu)  
Site Web: [www.bm.mu](http://www.bm.mu)  
Business Registration Number: C06046679

14.1. In addition to any general right of set off or other rights conferred by law or under any other contract, the Bank may, without notice, combine or consolidate any outstanding balance on the Card account with any other account(s) which the Cardholder maintains with the Bank; the Bank may also set-off and/or transfer any monies standing to the credit of such other account(s) in or towards the Cardholder's liability to the Bank under the present terms and conditions.

## **15. Effect of the present terms and conditions**

15.1. Notwithstanding the termination of the present agreement, all provisions contained herein shall continue to have full force and produce full effect against the Cardholder with respect to any Card transactions entered into and liabilities of the Cardholder incurred hereunder.

15.2. Each of these terms and conditions shall be severable and distinct from one another; should any of the terms and conditions herein contained become invalid, illegal or unenforceable, the remaining provisions shall in no way be affected thereby.

15.3. The present terms and conditions supersede any previous and similar agreement between the Bank and the Cardholder in connection with the issue or use of a Card, such other agreement (if any) being hereby cancelled.

## **16. Jurisdiction and law**

16.1. The present terms and conditions are governed by and construed in accordance with the laws of the Republic of Mauritius.

## **17. Data Processing**

The Bank outsources data processing as well as encoding and embossing of its Visa Cards to an external company abroad. All the client's data relative to the manufacturing of cards are sent to this company for processing. The acceptance of the present general conditions by the customer is worth acceptance of the transmission of his/her data to our foreign service provider.