

**Customer details**

Full name of customer		User I.D											
Branch where account held				Account number									
Identity/Passport document number													
Home address													
Postal code													
Postal address													
Postal code													
email address													
Cellphone number						Telephone number (Work)							

**Registration**

Registration  
 De-registration  
 Reason for de-registration

**Password**

Password received  
 Password reset  
 Re-issue of user name  
**Declaration of Password secrecy**

I \_\_\_\_\_ hereby undertake to be held solely responsible for my password issued and therefore it should not be divulged under any circumstances.

**Limit**

Limit increase Amount \_\_\_\_\_  
 Limit decrease Amount \_\_\_\_\_

**Unlinking of accounts**

Please delink the undermentioned account(s) from my Internet Banking profile

Type of account	Name of accountholder	Account number	Branch code number	Power of attorneys verified (Initials)
1				
2				
3				
4				
5				
6				

By signing this form, I confirm that the terms and conditions herein attached have been explained to me and I understand them. I agree to abide by the undertakings contained therein.

Customers signature \_\_\_\_\_ Date \_\_\_\_\_

**For Bank use only**

Registration recorded by \_\_\_\_\_  
 Date \_\_\_\_\_  
 Time \_\_\_\_\_

# Terms and conditions

## 1 Agreement and acceptance

This agreement becomes effective between you and Standard Bank Mauritius Limited ("the bank", "we" or "us") at the time of registering for electronic banking or at the time you access electronic banking, whichever occurs first. For purposes of this agreement "electronic banking" includes Internet banking and prepaid products through Internet.

## 2 Incorporated terms

In addition to this agreement, the terms and conditions of your automated teller machine (ATM) card (bank card terms) and account or facility terms and conditions (other terms), which have already been entered into between you and the Bank, shall apply to all transactions you carry out or instruct us to carry out through bank accounts linked to the card or account number you select when using electronic banking.

In the event of conflict between the provisions of this agreement and the bank card terms or the other terms, the provisions of this agreement prevail.

Where the bank card terms or other terms require amendments or additions thereto to be reduced to writing and/or signed, your acceptance of this agreement shall be deemed to satisfy such requirements.

## 3 Defining the device and medium

The device which you select to access electronic banking may include a computer, cellphone, telephone, television or similar technologies (the device) and the medium through which you access electronic banking may include the Internet, wireless application protocol (WAP), wireless Internet gateway (WIG), short messaging system (SMS), voice over an automated voice recognition system or similar technologies (the medium).

We will refer to the device and the medium collectively as "the communication system". Where a particular communication system requires contractual provisions different from other communication systems, this will be clearly stated in this agreement.

## 4 Linked text

For ease of use, we have included automated links (hyperlinks) in this agreement to information elsewhere on the communication system. These links are indicated by blue underlined text and your mouse's cursor should change into a hand or other pointer when held over this text. You are obliged to view the relevant parts of the hyperlinked information, which information will be regarded as forming part of this agreement. If your communication system cannot access the hyperlinks, you must visit our website at [www.Standardbank.mu](http://www.Standardbank.mu) to access the linked information or contact our Service Centre.

## 5 Amendments

The Bank reserves the right to amend the terms and conditions of this agreement from time to time upon notification to you in any way deemed suitable by the Bank. By using the electronic banking after the date on which the notice was given, you will be deemed to have accepted the revised terms and conditions.

## 6 Requirements and registration

Before you can use electronic banking you must follow certain steps.

### 6.1 Internet banking

You must first register at your nearest branch by filling in a registration form. You will be issued with a password that you have to change once you have logged on to the Internet site for the first time. You must then create your own password. For more information on how to do this you can visit or call our Service Centre.

### 6.2 Prepaid products

Please visit our website for more information on the requirements and procedures or call our Service Centre.

### 6.3 Verification

You may not create a password using somebody else's bank details. Before we allow you access to electronic banking we may require information from you so that we can verify that you are who you say you are. We will require your prior consent (express or implied), to perform credit or other checks on you before we process an instruction.

## 7 Fees

For the use of electronic banking you will be charged the following fees:

- a) Internet banking. For Internet banking we may charge you a monthly subscription fee.
- b) We will charge a transaction fee based on the type of transactions you perform. Details of our standard subscription and transaction fees are available on our website.

If you fail to pay our fees or if you have insufficient funds in the accounts which you have selected for this purpose, we reserve the right to refuse you access to the relevant electronic banking service and to debit all outstanding fees to any other account you have with the bank.

## 8 We will act on instructions that appear to have been sent by you

Use of a communication system means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorise us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you).

## 9 Sending and processing instructions

Your instructions to us will be subject to the same turn-around times and processes that apply to your customer profile, the type of account you have and type of transaction involved. More information on the turn-around times for processing of instructions is available on our website.

An instruction, including purchases of prepaid products, cannot be terminated or revoked once sent to us. You will not hold us liable if you execute the same instruction more than once and neither instruction will be reversible.

## 10

## Confirmation of receipt of your instructions

An instruction is deemed to be received by us only once we have confirmed we have received it. If we fail to confirm receipt of your instruction, do not re-send the same instruction before checking your statements and contacting our Service Centre. This is because the initial instruction may still be processed and re-sending the instruction may lead to a double transaction for which we will not be held liable.

## 11 Access code protection and irregularities

An "access code" refers to your password and user name. You must protect and keep your access codes confidential at all times. It is not safe to store it on your computer or on a network. We rely on you to report any compromise of your access codes to us without delay. You may do this by contacting our Service Centre or your branch. We may ask you to verify your identity to prevent someone else from impersonating you. Once you notify us to disable an access code we are entitled to:

- a) reject all instructions received after such notification;
- b) suspend the processing of all instructions not yet executed;
- c) reverse (if possible) all executed transactions with effect from such date and time as we may reasonably determine the unauthorised use to have commenced;
- d) deactivate the access code without further notice.

There will never be a reason for any person including a member of our staff or Service Centre to know or ask for your access code. Do not disclose an access code to these persons, regardless of whether you called them or they called you. You must immediately notify us if you discover an error or irregularity. You can report any errors to our Service Centre or at any branch.

## 12 One Time Password

The One Time Password (OTP) is a unique and time-sensitive password used as added security on Internet banking. The One Time Password (OTP) does not replace the password you use to log on to Internet banking but provides a second layer of security. The One Time Password (OTP) will be sent to you by SMS and is valid for one Internet banking session only. The One Time Password (OTP) is used for the following:

- Adding beneficiaries
- Amending beneficiaries
- Changing your password
- Changing your cell phone number

## 13 Ending a session

You must ensure that you log-off from the Internet banking service when you have finished using the service.

## 14 Your authority

You permit us to regard all activities you conduct or instructions sent after you enter your access code as being authorised by you and intended to have legal force and effect.

## 15 Sufficient notice

You permit us to issue notices required in terms of this agreement, legislation or regulation by making such notification available via our communication systems or sending such notification by email, SMS or similar future technologies. Any notices so issued by us, will as far as they contain contractual terms relating to electronic banking, also form part of this agreement.

## 16 No offer, recommendation or solicitation

Unless clearly stated, all material on the communication system merely constitutes an invitation to do business with us. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment, or to enter into any transaction.

## 17 Nature of information on the communication system

Information on the communication system is intended to provide you with only general information about the bank, its products, services and objectives. From time to time we may provide information on:

- a) projected revenues, income, earnings per share, capital expenditures, dividends, capital structure or other financial items;
- b) our plans, objectives and projections for future operations and services; and
- c) future economic performance.

These will be only estimates so actual events or results may differ. All information is provided "as is" and should not be treated as professional or investment advice of any kind. You should consult your own professional advisers before relying on any information on the communication system.

## 18 Information feeds

We may use the services of other organisations to provide information on the communication system. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from you relying on it. All quotes, news, market information such as share prices or data shown on the communication system by way of live information feeds are delayed by at least 30 minutes unless otherwise stated. You should always select the "refresh" or similar page or screen update function on your Internet browser or handset to ensure that the information you are viewing is the most current.

## 19 Links to third parties' communication systems

The communication system may contain links to other communication systems that carry information and material produced by other parties. While we try to provide links only to reputable communication systems, we cannot accept responsibility or liability for the information provided on other communication systems. A link from our communication system to any other communication system does not mean that we have scrutinised or endorsed the owners or

administrators of such communication systems or their business or security practices and operations.

## 20 Our intellectual property

We retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the communication system. You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:

- a) the material is used for considering or using electronic banking and for no other commercial purposes; and
- b) any reproduction of any portion of our proprietary material must include our entire copyright notice.

The logos and trade marks shown on our communication system are our registered and unregistered trade marks or those of third parties. Nothing contained on our communication system should be construed as granting any license or right to use any trade mark or other intellectual property without our prior written permission or that of the relevant third parties.

Your application to use any content from our communication system must be submitted in writing to our Service Centre

ibsupportMtius@standardbank.co.za . On receipt we will try to respond and enter into further discussions with you. Consider your request as declined if you don't get a written response from us within five business days. Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material on the communication system, whether it constitutes confidential information or not, and that you shall have no right, title or interest in any such material.

## 21 Software

You must use and maintain only hardware and software of sufficient quality and performance capability. Your failure to use such software or hardware may result in a higher security risk and cause the communication system not to operate properly or not at all.

Software, if any, made available for download on or via the communication system is governed by license conditions that establish a legal relationship with the licensor. You indemnify us against any breach of these license conditions. We give no warranty and make no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software.

No warranty, whether express or implied is given that any files, downloads or applications available via this communication system are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

## 22 Transmission of information and security tips

Information transmitted via an unsecured link over a communication system is susceptible to potential unlawful access, distortion or monitoring. You must comply with the security tips which are published on our website from time to time. As we do not have the ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof. To limit these risks, we may request independent verification of any information transmitted by you via our communication system from time to time.

## 23 Indemnity

You indemnify us for all losses and costs we may incur on your behalf due to:

- a) non-payment;
- b) any instruction exceeding the amount available in your bank account; or
- c) unauthorised instructions executed which were not due to our negligence.

## 24 Unavailability of electronic banking

We will at all times and for whatever reason, have the sole and exclusive right to suspend or terminate electronic banking without any prior notification or giving any reasons for such termination or suspension.

You acknowledge and accept that electronic banking may be unavailable from time to time for any reason, including: technical failure or problems with the communication system itself or our communication system underlying banking systems (the bank system); technical failure or problems with a communication system directly or indirectly underlying electronic banking that is owned or controlled by other persons (third party system); unavailability of telecommunication or electricity services; or other circumstances beyond our control.

You undertake, in the event of unavailability of electronic banking, to limit your potential losses by using any other means of communication with us for the duration of the unavailability of electronic banking.

## 25 Warranties and representations

We do not warrant that the communication system or electronic banking will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

## 26 Disclaimer and limitation of liability

For purposes of this clause "we" or "us" or "our" includes the bank as well as its affiliates, shareholders, employees, consultants and agents. Although we have taken care to ensure that the content provided on the communication system is accurate and that you suffer no loss or damage as a result of you using it, the communication system and electronic banking are provided "as is".

We are not liable for any damages whatsoever relating to your use of the communication system or electronic banking. This includes the information contained on the communication system or your inability to use the communication system or electronic banking, including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising

out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage. Without derogating from the generality of the foregoing, we are not liable for:

- a) any damages which you suffer as a result of a compromise of your access codes;
- b) any interruption, malfunction, downtime or other failure of the communication system or electronic banking, our banking system, third party system, databases or any component part thereof for whatever reason;
- c) any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on the communication system;
- d) any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our bank system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the bank system or third party systems; programming defects; negligence on our part;
- e) any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers (such as Mauritius Telecom), internet service providers, electricity suppliers (such as CEB), local authorities and certification authorities;
- f) any event over which we have no direct control.

## 27 Breach

We may terminate your access to electronic banking if you breach a material term of this agreement and fail to remedy it within five days of you being notified of it. We may do this without detracting from our right to take any other steps available to us at law or under this agreement, including the right to obtain an interdict.

## 28 How disputes will be resolved

You hereby agree that courts of Mauritius shall have exclusive jurisdiction over all disputes arising as a result of your use of electronic banking, the interpretation of this agreement or any matter which in terms of this agreement requires agreement by the parties, but any such dispute or matter shall, prior to being referred to court, be solved in arbitration proceedings in accordance with the Rules of Chamber of Arbitration of the Mauritius Chamber of Commerce and Industry. That arbitration will be held with only you and us and both our representatives will be heard by an arbitrator or arbitrators appointed by the chamber.

Either of us is entitled to have the award made an order of court of competent jurisdiction. Both of us will keep the evidence in the arbitration proceedings and any order made by any arbitrator will be confidential unless otherwise contemplated herein. The arbitrator will have the power to give default judgment if either of us fails to make submissions on due date or fails to appear at the arbitration.

## 29 Capacity to enter into agreements

You warrant to us that you have the required legal capacity to enter into and be bound by this agreement. Anyone below the age of 18 must be assisted by their legal guardian when reading this agreement. If you are below 18 years of age you have to speak to your legal guardian or parents. If you are unsure whether you have the legal capacity to enter into agreements, you have to contact someone able to provide you with this information before you continue to use electronic banking. Our Service Centre will be able to help you clear this up.

## 30 Certificate

To prevent unnecessary disputes, you agree that unless you can prove otherwise, a certificate signed by a manager whose appointment / capacity need not be proved or his representative is sufficient proof of the date of publication, withdrawal, transmission and content of:

- a) the current version and all previous versions of this agreement;
- b) notices and disclaimers posted on the communication system; and
- c) notification sent under this agreement.

## 31 Our address for notices and service of legal process

For the purpose of service of any legal process we choose the following registered address: Standard Bank (Mauritius) Limited, 6<sup>th</sup> Floor, Medine Mews Building, Chaussée Street, Port Louis, Mauritius.

## 32 Law governing our relationship

This agreement will be governed and construed in accordance with the laws of Mauritius without reference to any conflict of law provisions.

## 33 General provisions

The headings of the clauses in this agreement are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify this agreement.

Where any dates or times need to be calculated in terms of this agreement, the international standard time (GMT) plus four hours is used.

Whenever disputes result from the peculiarities of the communication system, we both authorise a court or arbitrator, as the case may be, to interpret this agreement in such a manner as to facilitate normal banking without placing undue emphasis on technical issues.

No failure or delay by us to exercise any of our rights is to be construed as a waiver of any such right, whether this is done expressly or is implied. It will also not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you.

If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable to any extent; such term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by law.

If you have any questions about this agreement or do not understand anything in this agreement please call our Service Centre.