

Customer details

Name	User ID
Identity/Passport Document Number	Account number
Home address	
	Postal code
Postal address	
	Postal code
Email	
Cellphone number	Telephone number (Work)

Registration

Registration
 De- registration

Password

Password received
 Password reset
 Re-issue of user name

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

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)

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

Customer's signature _____ Date (YYYY-MM-DD) _____

For office use

Signature authenticated by Relationship Manager

Name _____ Signature _____

Date (YYYY-MM-DD) _____

Terms and conditions for Digital Banking (Terms)

1. INTRODUCTION: ABOUT THESE TERMS

- 1.1 These Terms take effect (begin) when you register for Digital Banking or at the time you access Digital Banking, whichever occurs first.
- 1.2 We may change these Terms from time to time. The latest version of the Terms, which is available on our website, at www.standardbank.mu applies to you each time you use Digital Banking.
- 1.3 You must know, understand and comply with:
- 1.4 these Terms; and
- 1.5 the General Terms as set out in the Application Form and Mandate that apply to your Account.
- 1.6 Both sets of Terms are a binding legal agreement between you and us.
- 1.7 If there is a conflict between these Terms, and the Application Form and Mandate, these Terms will apply.
- 1.8 Please pay special attention to the highlighted sections. These are important clauses which explain what may limit our responsibility or involve some risk for you.

2. DEFINITIONS

We have defined some of the words used in this document. These words begin with a capital letter. Singular words include the plural and the other way round.

Word	Meaning
Access Codes	The access codes you use to access Digital Banking, such as your password, personal identification number (PIN), card numbers, one time passwords (OTP) and email address.
Account	The bank account(s) we open in your name, at your request and which you use to access Digital Banking.
Application Form and Mandate	The general terms and conditions which you agree to when you open an Account with us.
ATM	An automated teller machine.
ATM PIN	The personal identification number (PIN) you use to access your Account at an ATM.
Bank, we, us, our	Standard Bank (Mauritius) Limited (Business Registration Number C07027404) and its successors or assigns.
Card	Any card we issue to you that is linked to your Account.

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Cell Phone Banking	Digital Banking on a cellular phone.
Communication System	The Device and the Medium together.
Confidential Information	all data, reports, records, any information relating to you or relating to your affairs including deposits, borrowings, or transactions or other personal, financial or business affairs and other information of any kind whatsoever developed or acquired by the Bank as a consequence of this mandate or any information designated by you as confidential.
CSP	A customer-selected personal identification number.
Data	Information in a form which – (a) (i) is capable of being processed by means of equipment operating automatically in response to instructions given for that purpose; and (ii) is recorded with the intent of it being processed by such equipment; or (b) is recorded as part of a relevant filing system or intended to be part of a relevant filing system
Device	The equipment you use to access Digital Banking, for example, a computer, cell phone, smartphone, tablet, telephone, smart television, ATM or similar technology.
Digital Banking	Banking you do on a Device.
EAP Limit	An electronic account payment limit, which can be set on Online Banking.
Group	Standard Bank Group Limited, any other subsidiary and associate company of Standard Bank Group Limited.
Intellectual Property	All: <ul style="list-style-type: none"> • inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these; • copyright, including copyright in logos, devices, designs, multimedia works and computer software programs (in source and object code form), as well as programmers' or developers' notes, flow charts and design documents; • rights protecting goodwill and reputation; • proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; • schematics; • marketing; • sales and user data; • domain names and URLs; • databases and rights in databases • Confidential Information;

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- other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and
- applications for, and rights to apply for, the protection of any of the items on this list.

Intellectual Property Rights	All rights in and to Intellectual Property.
ISP	An internet service provider, which is a company that provides access to the internet.
Medium	The way you access Digital Banking, for example Internet, Wireless Application Protocol (WAP), Wireless Internet Gateway (WIG), SMS and voice (for example, an automated voice recognition system or similar technology).
Online Banking	Digital Banking on the internet.
Personal Data	<p>(a) data which relate to an individual and where applicable juristic person who can be identified from those data; or</p> <p>(b) data, including an opinion forming part of a database, whether or not recorded in a material form, about an individual whose identity is apparent or can reasonably be ascertained from the data, information or opinion</p> <p>Examples include, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, email, postal or physical address, telephone number; location; any online identifier; any other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person transmitting.</p>
PIN	A personal identification number.
Process	Any operation or set of operations which is performed on the Personal Data wholly or partly by automatic means, or otherwise than by automatic means, and in any form and includes - (a) collecting, organising or altering the Personal Data; (b) retrieving, consulting, using, storing or adapting the Personal Data; (c) disclosing the Personal Data by transmitting, disseminating or otherwise making it available; or (d) aligning, combining, blocking, erasing or destroying the Personal Data; Processing and Processed will have a similar meaning.

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Product Terms	The terms and conditions of a product or products linked to your Account, Card or Transaction or the terms and conditions of your automated teller machine Card.
Profile	The profile that is created when you log onto Digital Banking for the first time that reflects certain products and services you have with us.
Transaction	Any debit or credit made on your Account using Digital Banking and which we action on your instruction.
you or your	The person or legal entity that registers for and uses Digital Banking, or in whose name an Account is opened.

3. LINKS TO OTHER INFORMATION

We have put links from some words in these Terms to other information that may apply to you. These are called hyperlinks. They are found in words that are in blue, and underlined. You must read any links that apply to you, because they form part of these Terms. If you can't read any linked information, you must visit our website at www.standardbank.mu or phone our Client Services Team, between 9am to 5pm during working days, on (+230) 402 5200.

4. REGISTERING FOR AND USING DIGITAL BANKING SERVICES

- 4.1 You may not register for Digital Banking using somebody else's Access Codes or other information.
- 4.2 If you have any questions or would like more information about our Digital Banking services, please visit our website at www.standardbank.mu or phone our Client Services Team, between 9am to 5pm during working days, on (+230) 402 5200.

5. TRANSACTING WITH DIGITAL BANKING

- 5.1 When you do Digital Banking you communicate with us using a Device, so there is no direct personal contact between you and us.
- 5.2 We will act on all instructions that seem to come from you – even if they are actually coming from someone pretending to be you. After your Access Code has been entered, we may assume that any Digital Banking activity or instruction is genuine. So even if someone else used your Access Code, we may carry out an instruction as if you have authorised it.
- 5.3 You can instruct us to transact in line with the services you have on your Account. We will treat your instructions to us in line with your Account, the Transaction involved and the Product Terms.
- 5.4 We don't always carry out instructions at the same time or in the same way. We will manage your instructions to us in line with your Profile, and the type of Account and Transaction.
- 5.5 If you send an instruction after 3pm (Mauritian time), your statement will show that it went through on the next business day.

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- 5.6 You cannot cancel, change or stop an instruction after you have sent it to us. A payment cannot be cancelled or reversed, even if it is a repeated payment (made more than once). This includes payments for instant money transactions.
- 5.7 We are not responsible for any loss or damage you suffer because you repeated a payment instruction (sent it through more than once) and we then made more than one payment. You waive (give up) any claim against us if this happens. Please call our Client Services Team if you have repeated a payment by mistake.
- 5.8 We are not responsible for any loss you suffer if you enter the wrong details for your Transaction.
- 5.9 Do not assume we have received your instruction until we have told you that we have. If you're not sure that an instruction or payment has gone through, contact our Client Services Team or check your bank statement. Do not give the same instruction again unless we have told you that we did not receive it, or else we may make the same payment twice.
- 5.10 You may delete or change future-dated and repeat payments if they have not yet been made (been actioned by us). Please call our Client Services Team for help with cancelling or changing these payments.
- 5.11 You must think about the effects of each Transaction, including the tax effects.

6. FEES

- 6.1 We may charge you fees for using Digital Banking. For more information about the fees please refer to our Tariff Guide(s). A copy can be obtained on our website: www.standardbank.mu.
- 6.2 If you do not pay our fees or do not have enough money in your Account to pay them, we may stop you from using Digital Banking. We may also deduct (take off) any fees you owe us from any other Account you have with us.

7. LOOKING AFTER YOUR ACCESS CODES

- 7.1 It is your responsibility to keep your Access Codes secret and safe at all times. Someone who knows your Access Code could get access to your Account and steal your money, use your private Account information illegally, apply for a credit facility such as an overdraft or loan, apply for an overdraft limit increase or change your credit limits, ATM limits or EAP Limits.
- 7.2 It is not safe to keep your Access Codes on a computer.
- 7.3 You waive (give up) any claim you may have against us for any loss or damage you may suffer if you have compromised your Access Codes to any unauthorised third party.
- 7.4 No person ever has a good reason to know or ask for your Access Codes, so you must never allow another person to access them. This includes our own staff. You must tell our Client Services Team or your branch immediately if someone has asked you for, or may know, any of your Access Codes.

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- 7.5 If you ask us to stop or change any Access Code, we may:
- 7.5.1 ask you to prove your identity to us;
 - 7.5.2 reject any banking instructions we receive;
 - 7.5.3 stop a payment or banking instruction if it has not already been carried out;
 - 7.5.4 reverse payments if we can, from the time we think someone started using your Access Code without permission; or
 - 7.5.5 deactivate the Access Code (stop it from working) immediately, without telling you.

8. ONE TIME PASSWORD

- 8.1 The OTP is a unique and time- sensitive password used as added security on Digital Banking. The OTP does not replace the password you use to log on Online Banking but provides as second layer of security. The OTP will be sent to you by SMS and is valid for one Online Banking session only. The OTP is used for the following
- 8.1.1 Adding beneficiaries
 - 8.1.2 Amending beneficiaries
 - 8.1.3 Changing your password
 - 8.1.4 Changing your cell phone number

9. SECURITY FOR DIGITAL BANKING

- 9.1 To learn how you can safeguard against fraud or theft on your Account, you can visit our Security Centre on our website at www.standardbank.mu
- 9.2 We are not responsible for any loss or damage you may suffer because someone accesses your Account and you have not followed our advice about using Digital Banking safely.
- 9.3 Do not use any public Device, for example a computer at an Internet café. Public Devices are not safe because you do not know what software or hardware may be on them. For example, they may use spying technology to find out numbers or passwords you type on a keyboard. These could be used to get into your Account to defraud you or steal money.
- 9.4 If your Device is lost, stolen or not in your possession (you don't have it with you), you must immediately call our Client Services Team, between 9am to 5pm during working days, at (+230) 402 5200 to tell us that your Device is no longer in your possession.
- 9.5 We will never ask you by email, SMS, or other digital messaging to access a link. You must never respond to requests to enter or "confirm" your Access Codes or transfer money, via an email ("phishing"), SMS ("smishing"), telephone call ("vishing") or other digital message. There are also other types of fraud such as sim card swaps (where a fraudster accesses your sim card information and intercepts messages we send to your cell phone number). You must be careful at all times.

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9.6 *Please call our Client Services Team, between 9am to 5pm during working days, at (+230) 402 5200, to report any suspicious activity.*

10. AVAILABILITY OF DIGITAL BANKING

10.1 Digital Banking may not always be available. There are many reasons for this, including:

10.1.1 technical failure or problems with a Communication System (ours or another one) directly or indirectly involved in providing Digital Banking;

10.1.2 problems with a telecommunication or electricity service; or

10.1.3 other circumstances beyond our control.

10.2 If Digital Banking is unavailable for any reason, you undertake to communicate or bank with us in any other way so that you limit potential losses on your Account.

11. ENDING YOUR DIGITAL BANKING SESSION

11.1 You must make sure that you log out of Online Banking, or disconnect a cell phone banking or telephone banking call, when you have finished using Digital Banking.

11.2 If you do not disconnect after using Digital Banking, someone else may get into your Account without your permission and could defraud you or steal your money. **We will not be responsible for any loss or damage you may suffer if this happens.**

12. INFORMATION ON THE COMMUNICATION SYSTEM FROM US

12.1 Any information or other content on the Communication System only invites you to do business with us. It is not an offer to buy, sell or deal in an investment, or to enter into an agreement, unless we clearly state that it is.

12.2 Information on the Communication System is to give you general information about us, and our products, services and goals. For example, we may give information about:

12.2.1 estimated income, capital expenses, returns on investment, shares or other financial items;

12.2.2 our plans, goals and estimates for our future operations and services; and

12.2.3 our estimates of the economy's future performance.

12.3 Because these are only estimates, actual events or results may be different. We give all information "as is" and you must not rely on it or treat it as professional or investment advice. You should always ask for advice from your own professional advisers.

12.4 Refresh your screen regularly to make sure that the information you see is the latest that is available on our Communication System. News or market information, such as share prices or data, is updated regularly but may be at least 30 minutes old.

12.5 We may use other organisations to put information on the Communication System. This information is not given by or for us. We have no control over it and do not confirm or guarantee that it is accurate, correct or suitable for anything.

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12.6 All this information is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.

13. **LINKS TO THIRD PARTIES' (OTHER) COMMUNICATION SYSTEMS**

13.1 Our Communication System may link to other Communication Systems that have information or content from other parties. Although we try to link only to trustworthy parties or systems, we are not responsible for any of this other information. If we give a link to any other information, Communication System, person or business, it does not mean that we have checked or approve of them.

13.2 We do not give any guarantee about other websites, software or hardware, including their security or performance. You waive (give up) any claim you may have against us for any loss or damage you may suffer because you connect to another Communication System.

14. **SECURITY OF THE COMMUNICATION SYSTEM**

14.1 Information sent over a Communication System can be intercepted (stopped), seen or changed unlawfully if a link is not secure. We take steps to limit these risks, and these steps are explained in the privacy and security statement on our website and elsewhere.

14.2 You must follow the security tips published on our website from time to time. We are not responsible for any loss or damage you suffer because someone gained access to the Communication System illegally or without permission. To limit these risks, we may check any information you send using our Communication System.

15. **SOFTWARE AND HARDWARE**

15.1 You must use hardware (computer equipment) and software (programs) suitable for Digital Banking. If you do not, the Communication System may not work properly and this could increase your security risks.

15.2 If we offer software to you on or through the Communication System, the licence agreement for that software is between you and the software's licensor (owner).

15.3 You indemnify us against a breach (going against the agreement) of a software licence. We do not guarantee that any software is good quality or suitable (right) for its purpose.

15.4 We also do not guarantee or suggest that any file, download or application on the Communication System is safe to use on any computer. We cannot guarantee that the system does not have software or data that can negatively affect a computer system, such as viruses, Trojans and other malicious (dangerous) software.

16. **OUR INTELLECTUAL PROPERTY**

16.1 We keep the copyright and any other Intellectual Property rights in all content on or sent through the Communication System, (including storage media). You may print and make a paper copy of content sent through the Communication System, including logos, images or multimedia works. You may print this content only if:

16.1.1 it is for your personal Digital Banking use;

16.1.2 it is not used for any commercial (business) reason; and

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- 16.1.3 the copy of the content shows our copyright notice.
- 16.2 The logos and trademarks on our Communication System belong to us or other parties. Nothing on our Communication System gives any person the right to use any trademark or other Intellectual Property (our property) without our written permission.
- 16.3 Even if any content on the Communication System is not confidential or there is no copyright in it, we own the content and you have no rights in it.

17. USING AND SHARING YOUR PERSONAL INFORMATION DATA

- 17.1 You agree that :
- 17.1.1 we may collect and process your Personal Data and/or information within the Group so that we can from you and where lawful and in a fair manner and for a specified purpose from public sources for credit, fraud and compliance purposes, as well as the purposes set out below:
- 17.1.1.1 hold and Process, by computer or otherwise, any information obtained about you as a consequence of these Terms;
- 17.1.1.2 include your Personal Data and/or Confidential information in the Bank's systems which may be accessed by other members of the Group for credit assessment, statistical analysis including behaviour and scoring, market research, customer service, insurance and administrative purpose and to identify products and services (including those supplied by third parties) which may be relevant to you; and
- 17.1.1.3 upon request by other financial institutions provide banker's reference with regard to your account held with the Bank.
- 17.2 If you give the Bank Personal Data and/or Confidential Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you confirm that you are authorised to: (a) give the Bank the Personal Data and/or Confidential Information ; (b) consent on their behalf to the Processing of their Personal Data and/or Confidential Information, specifically any cross-border transfer of Personal Data and/or Confidential Information into and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 17.3 You consent to the Bank Processing your Personal Data and/or Confidential Information:
- 17.3.1 to provide products and services to you in terms of these Terms and any other products and services for which you may apply;
- 17.3.2 to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve the Bank's business (this includes improving existing and developing new products and services);
- 17.3.3 in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where the Bank can, the Bank shall request the receiving party to agree to the Bank's privacy policies;
- 17.3.4 by sharing my/our Personal Data and/or Confidential Information with the Bank's third-party service providers, locally and outside the country where the products or services are provided. The Bank requests its service providers to agree to the

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Bank's privacy policies if they need access to any Personal Data and/or Confidential Information to carry out their services (including appropriate security and organisational measures) and to generally abide by the data protection laws; and

- 17.3.5 The Bank agrees that you shall have the right to request the Bank to disclose to you all Personal Data and/or Confidential Information that the Bank holds on you and that upon your request the Bank shall correct any such Personal Data and/or Confidential Information where such Personal Data and/or Confidential Information is inaccurate or incomplete.
- 17.4 You authorise the Bank to:
 - 17.4.1 use any information provided to the Bank by yourself for any purpose that the Bank may require from time to time;
 - 17.4.2 furnish the Group and any cessionary of the Bank's right in terms hereof, with any information and documentation they may request regarding the banking facilities or you.
- 17.5 You agree that the Bank may disclose your Personal Data and/ or Confidential Information outside the Bank's Group whether such Personal Data and/or Confidential Information is obtained after you cease to be the Bank's customer or during the continuance of the banker-customer relationship or before such relationship was in contemplation:
 - 17.5.1 for fraud prevention purposes;
 - 17.5.2 to licensed credit reference agencies;
 - 17.5.3 to its external lawyers, auditors and other sub-contractors or persons acting as the Bank's agents;
 - 17.5.4 to any person who may assume the Bank's rights under these Terms;
 - 17.5.5 if the Bank has a right or duty to disclose or is permitted or compelled to do so by any regulatory institution in any jurisdiction;
 - 17.5.6 if the Bank has a right or duty to disclose or are permitted or compelled to do so by law; and for the purpose of exercising any power, remedy, right, authority, or discretion relevant to these Terms.
- 17.6 You acknowledge and agree that a disclosure of information by the Bank in the circumstances contemplated by this clause does not violate any duty owed to you either in common law or pursuant to any agreement between the Bank and you or in the ordinary course of banking business and the customs, usage and practice related thereto and further that disclosure as aforesaid may be made without reference to or further authority from you without inquiry by the Bank as to the justification for or validity of such disclosure.

18. YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGES

- 18.1 You will cover (pay for) any loss or damages that we may suffer on your behalf because:
 - 18.1.1 you didn't make certain payments;
 - 18.1.2 you gave us wrong instructions or information;
 - 18.1.3 you did not have enough money for a payment from your Account; or

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18.1.4 someone carried out an instruction on, or made a payment from, your Account without permission and this was not because of our own negligence (carelessness).

19. SANCTIONS

19.1 When you accept these Terms, you warrant and agree that:

19.1.1 you will not use (or otherwise make available) Digital Banking for the purposes of financing, directly or indirectly, the activities of any person or entity which is Sanctioned or in a country which is subject to any Sanctions;

19.1.2 you will not contribute or otherwise make available, directly or indirectly, Digital Banking to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity or country which is subject to any Sanctions;

19.1.3 you are not involved in any illegal or terrorist activities; and

19.1.4 none of your accounts held with us are being used fraudulently, negligently, for illegal or terrorist activities or for any purpose that does not comply with any law.

19.2 You indemnify and hold us harmless against any and all actions, proceedings, claims and/or demands that may be brought against us in connection with this clause 19. You further indemnify and hold us harmless against any and all losses, damages, costs and expenses which we may incur or sustain, in connection with or arising out of the seizure, blocking or withholding of any funds by any Sanctioning Body.

19.3 Please note that if your Digital Banking payments are seized, blocked or withheld for any reason in terms of this clause 19, there is no guarantee that your funds will be returned to you.

19.4 We may immediately cancel these Terms and end our services to you if you breach any of the provisions of this clause 19.

20. FURTHER WARRANTIES MADE BY YOU

You confirm that:

20.1 you are able to enter into a contract (you have full contractual capacity) and no court has declared you mentally unfit to do so;

20.2 you have given us the right information; and

20.3 you read and understood these Terms before entering into this agreement.

21. DISCLAIMER AND LIMITATION OF LIABILITY (LIMITS OUR RESPONSIBILITY TO YOU)

21.1 Your use of the Communication System and Digital Banking depends on factors beyond our control, such as the network coverage or availability of your Internet service provider. We are not legally responsible and can't be blamed for any loss or damages you may suffer if you cannot access Digital Banking because of problems with your Internet service.

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- 21.2 We have taken care to make sure that content on the Communication System is accurate and that you should not suffer any loss or damage by using it. However, information on the Communication System and Digital Banking is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.
- 21.3 We (our owners, employees, consultants, agents or any person connected to the Group) are not responsible for any direct or indirect loss or damages related to your use of the Communication System or Digital Banking, for any reason, even if we were told that loss or damage was possible.
- 21.4 We do not warrant that the Communication System or Digital Banking will be error free or will meet any particular criteria for 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 and security.
- 21.5 We are not responsible for any loss or damages caused by:
- 21.5.1 someone finding out any of your secret Access Codes and using these codes to register for Digital Banking and fraudulently transacting on your Account, or enabling any other third party to commit any type of fraud or other illegal act against you;
 - 21.5.2 any technical or other problems (interruption, malfunction, downtime or other failures) which affect Digital Banking, a Communication System, our banking system, a third-party system or any part of any database, for any reason;
 - 21.5.3 arising from your orders, investment decisions, purchases, or disposal of goods and services including financial instruments or currencies, from third parties by relying on any information on the Communication System;
 - 21.5.4 any Personal Data or other information being lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), a harmful computer program or virus, or your own negligence (lack of care);
 - 21.5.5 any failure or problem affecting goods or services provided by any other party, for example, a telecommunication service provider (such as Orange), internet service providers, electricity suppliers (such as Central Electricity Board), or a local or other authority; or
 - 21.5.6 any event that we have no direct control over.

22. ANNOUNCEMENTS ABOUT CHANGES OR UPDATES TO THESE TERMS

- 22.1 We may make announcements to you about changes or updates to these Terms, or any of our services. We may do this on our website, or by sending you an email, SMS or using another communication technology for example a pop up message on the Online Banking page or in whichever way we think is most appropriate. .
- 22.2 If an announcement about Digital Banking has contractual (legally binding) terms relating to Digital Banking, these new or updated terms will be seen as being included in these (original) Terms upon providing you with thirty (30) days written notification prior to any

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such change taking effect so that you will have time to decide whether you want to continue with the Digital Banking services

23. WHAT HAPPENS IF YOU BREACH (GO AGAINST) THESE TERMS

23.1 We may stop you from using Digital Banking if you do something that is against these Terms, and do not make it right within five (5) days after we have asked you to. Even if you do make it right, we may still take steps against you, such as applying to court for an interdict (ban) or other order against you.

23.2 We may end our relationship with you and stop you from using Digital Banking by giving you written notice (Termination Notice). However, we do not have to give you prior notice and may close your Account immediately if we:

23.2.1 believe or suspect your Account is being used wrongly or unlawfully (illegally); or

23.2.2 must do this for legal reasons.

24. HOW DISAGREEMENTS OR DIFFERENCES WILL BE RESOLVED

24.1 If you have a complaint about your use of Digital Banking or these Terms, please follow our complaints process, which is available on our website www.standardbank.mu or from our Client Service Team.

24.2 If you are not happy with the way the complaint is settled once you have followed this process, you may send the complaint to the First Deputy Governor, Central Bank of Mauritius by following the process set out in our complaints process.

24.3 You agree that the parties hereto agree that any legal action or proceeding arising out of or in connection with these Terms is submitted to the jurisdiction of the Courts of Mauritius. You agree that the submission to such jurisdiction shall not be construed so as to limit the right of the Bank to take proceedings against you in whatsoever jurisdiction in which you shall have.

25. WHERE LEGAL DOCUMENTS AND NOTICES WILL BE SENT

25.1 We choose the registered address on our website at www.standardbank.mu as the address where any legal document or notice must be served or delivered to us (our *domicilium citandi et executandi*).

25.2 We shall regard the latest postal or residential address given by you to us as the address where notices may be given and documents in legal proceedings may be served (your *domicilium citandi et executandi*).

25.3 We may send other written communication or notice to your street, postal or email address.

26. LAW GOVERNING OUR RELATIONSHIP

The laws of Mauritius will govern these Terms.

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27. GENERAL PROVISIONS

- 27.1 Headings in these Terms are only for information and may not be used to interpret these Terms.
- 27.2 Mauritian time applies when working out any dates or times.
- 27.3 Any extension of time or other indulgence we may allow you will not affect any of our rights, whether the indulgence is express or implied. We do not waive (give up) any of our rights.
- 27.4 If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.
- 27.5 You are responsible for making sure that you never use Digital Banking for any illegal purpose. You will be legally responsible for any illegal transactions that you make.
- 27.6 If you have any questions or do not understand anything about these Terms, please call our Client Services Team, between 9am to 5pm during working days, on (+230) 402 5200.

28. CUSTOMER CONTACT INFORMATION

If you have any complaints or questions about Digital Banking, you can call us on (+230) 402 5200 or email on ClientServices@standardbank.mu

Initials_____

Digital Banking Indemnity

The Bank offers the flexibility for instructions and communications for banking transactions to be done using the Digital Banking.

I/We, the undersigned, agree as follows

It is a requirement before this service is offered that the Bank has the contact address for all authorised persons and the applicant is requested to complete the following indemnity.

1. In order to facilitate the operation of any accounts which we maintain with you now or in the future, the Bank is requested to rely upon and is hereby authorised to act upon any electronic communication or instruction originating from us (or our specified agent or representatives) or purporting to originate from us (or our specified agent or representatives) giving instructions, through the Bank's Digital Banking, in respect of the banking arrangements. Such instructions communicated by means as described above will hereafter be referred to as unauthenticated messages.
2. **In consideration of the Bank's agreeing to act upon the request and authority as set out in the above paragraph we:**
 - confirm that we are aware of the possible risks involved in connection with the giving of any instruction or communication through Digital Banking.
 - waive all and any claim that we might otherwise have had against you on account of your acting correctly or incorrectly (or failing to act) in respect of any unauthenticated messages in so far as such action or inaction is attributable to a reasonable misunderstanding or uncertainty on your part concerning the contents source or meaning of the unauthenticated messages, or such action or inaction is attributable to the receipt by you of unauthenticated messages which does not originate from us (or our specified agent or representatives).
 - authorise the Bank to debit any account in our name with any amount(s) that you shall be requested or instructed to pay by our unauthenticated messages.
 - indemnify and keep you indemnified against all actions, costs, demands, expenses, losses and liabilities incurred or sustained by you of whatsoever nature or howsoever arising which may be brought against you either solely, jointly or with others or by way of third party actions or otherwise, or that you may suffer, incur or sustain as a result of having acted correctly or incorrectly (or having fail to act) on the basis of our unauthenticated messages.
 - agree that this release and indemnity will not be affected by any failure by the Bank to impose any or sufficient procedures or restrictions or to ensure that any, or all of them are adhered to.
3. **I/ We agree that:**
 - We shall not alter any terms or mandate that we shall have provided to you;
 - The terms of this mandate shall be regarded as a request to you and not an obligation upon you to act in any manner whatsoever; and
 - the waiver and indemnity hereby given shall be governed by the Laws of Mauritius and the Courts of Mauritius shall have exclusive jurisdiction.

Client Signature: _____

Date: _____