

Terms and Conditions

Online Banking for Non-Individual Customers

ONLINE BANKING FOR NON-INDIVIDUAL CUSTOMERS

Terms and conditions

TERMS AND CONDITIONS FOR THE MAURITIUS COMMERCIAL BANK (MALDIVES) PRIVATE LIMITED ONLINE BANKING (the "Service").

These Terms and Conditions apply to the MCB Online Banking (the "Service") provided by The Mauritius Commercial Bank (Maldives) Private Limited (hereinafter referred to as the "Bank", "MCB", "We" or "Us"), subject to you (hereinafter referred to as the "Customer"), completing the corresponding online banking registration formalities electronically or otherwise.

By applying to us for the activation of the Service or using the Service for the first time, the Customer shall be deemed to have carefully read, understood and accepted the present Terms and Conditions and agreed to be bound hereby. These Terms and Conditions shall be legally binding on customers and us. Both customers and we shall comply with these Terms and Conditions.

1. Definitions

Account(s) means any of the bank account(s) held in your name with us, which may be opened, closed, accessed, viewed or operated (where applicable) through the Service.

Basic User means a User empowered by the Customer through the Corporate Authorisation or otherwise to the satisfaction of the Bank and accepted by the Bank to:

- View the Customer's Facilities specified by the Customer; and/or
- Initiate instructions (payment, repayment, transfer, issuance etc.) in relation to any relevant Facilities specified by the Customer on MCB Internet Banking Pro.

Biometrics means biological measurements, or physical characteristics, that can be used to identify individuals. For example, fingerprint mapping, facial recognition.

Business Day means any day (other than Friday or Saturday or public holidays) on which the Bank is open for business in Maldives.

Corporate Authorisation means, depending of the legal type or nature of the Customer, a resolution of the governing/managing body of the Customer acceptable to us.

Cut-off Time means the time until which the Bank accepts instructions, transactions and requests in relation to the Facilities.

Device means any computer, tablet, mobile phones or other device through which (i) the Bank provides or may provide the Service and (ii) the User accesses or may access the Service.

Device Pairing means the process of registering a Device as a trusted device for accessing MCB SmartApprove

Facilities means, in relation to the Service, all banking services and products (including the Accounts) offered by us from time to time and accepted by the Customer and activated for use by the Customer.

Insolvency Proceedings means any of the proceedings referred to in the National Payment Systems Act (8/2021) (as amended or replaced by any subsequent legislation).

Login Password means the login password (such or other security access control) setup by the User which, when coupled with his User ID, gives him access to the Service.

MCB Group means all the companies forming part of MCB group of companies.

MCB Internet Banking Pro means the internet banking service offered by the Bank to non-individual customers.

MCB Online Banking means MCB Internet Banking Pro.

MNO means Mobile Network Operator.

Mobile Payment (also referred to as mobile money, mobile money transfer, and mobile wallet) generally refer to payment services operated under financial regulation and performed from or via a mobile device.

mPIN means a multidigit mobile personal identification number set by the Signatory User which is paired exclusively to the Signatory User's approved device and used for authentication, approval, consent and signing purposes.

OTP means a one-time password which is a system-generated code or password sent by SMS or any other form of electronic communication or message to the User.

Prohibited Behaviour means any threatening, abusive, disrespectful behaviour of the Customer (if a corporate body, any of its representatives) towards, the Bank, its brand or any of its staff.

Prohibited Person means a person that is (i) listed on a Sanctions List, or directly or indirectly owned, or otherwise controlled (by any one or more persons listed on a Sanctions List; (ii) located or resident in, or incorporated or organized under the laws of, a Sanctioned Country; or (iii) otherwise a subject of Sanctions.

Push Notification means notifications sent to the Signatory User on the Device to inform you of any other actions required in relation to the Facilities.

Registered email address means the email address of the User registered in MCB's records.

Registered mobile phone number means the mobile phone number of the User registered in MCB's records.

Sanctions means any laws or regulations relating to economic or financial sanctions or trade embargoes or related restrictive measures enacted, administered or enforced from time to time by a Sanctions Authority.

Sanction Authority means:

- (a) The United Nations Security Council;
- (b) The United States of America;
- (c) The United Arab Emirates;
- (d) The European Union;
- (e) Any present or future member of the European Union;
- (f) The United Kingdom;
- (g) The National Sanctions Secretariat in the Republic of Mauritius;
- (h) The respective governments and official institutions or agencies of any of the foregoing, including the Office of Foreign Assets Control of the US Department of Treasury ("OFAC"), the United States Department of State and the United States Department of Commerce, and His Majesty's Treasury; and
- (i) Any other governmental institution or agency with responsibility for imposing, administering or enforcing Sanctions with jurisdiction over any Secured Party or any member company within of MCB Group (together, "Sanctions Authorities").

Sanctioned Country means any country or territory that is, or whose government is, subject to or the target of country-wide or territory-wide Sanctions.

"Sanctioned Person" means a person that is:

- (a) listed on, or owned or controlled by, or acting on behalf of, a person listed on any Sanctions List;
- (b) otherwise, the target, or subject, of Sanctions; or
- (c) organized under the laws of, or a citizen or resident of a Sanctioned Country.

Sanctioned List means:

- (a) The Specially Designated Nationals and Blocked Persons list maintained by OFAC;
 - (b) The Denied Persons List, Entity List and Unverified List, each maintained by the U.S. Department of Commerce;
 - (c) The Debarred Parties List maintained by the U.S. State Department's Directorate of Defense Trade Controls;
 - (d) The Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by His Majesty's Treasury;
 - (e) The European Union's consolidated list of persons, groups and entities subject to financial sanctions;
 - (f) The European Union's lists of restrictive measures against persons and entities issued pursuant to its Common Foreign and Security Policy, for which a consolidated list is provided on the website of the European External Action Service, as well as any implementing or additional lists of restrictive measures against persons or entities issued by its member states; and
 - (g) The Compendium of United Nations Security Council Sanctions Lists;
- or any other similar list issued or maintained by, or public announcement of a Sanctions designation made by, a Sanctions Authority of persons the target or subject of Sanctions (including investment or related restrictions), each as amended, supplemented or substituted from time to time.

Signatory User means a User empowered by the Customer through the Corporate Authorisation or otherwise to the satisfaction of the Bank and accepted by the Bank to:

- View the Customer's Facilities specified by the Customer;
- Initiate instructions (payment, repayment, transfer, issuance etc.) in relation to any relevant Facilities specified by the Customer; and/or
- Authorise, within the powers delegated to him, instructions (payment, repayment, transfer, issuance etc.) in relation to any relevant Facilities specified by the Customer on MCB Online Banking platforms.

SmartApprove means the authentication tool or app (as amended or replaced by any subsequent authentication tool) provided by the Bank to the Signatory User that shall be installed on the applicable Device of the Signatory User.

User means a person appointed by the Customer through the Corporate Authorisation or otherwise to the satisfaction of the Bank and accepted by the Bank to have access to the Customer's Facilities, which shall comprise of Signatory User and Basic User.

User ID means a user identification code which enables us to identify each User upon access to the Service. The User ID may take the form of registered email address, the registered mobile phone number of the User with us or such other form as may approved by the Bank.

2. Using this Service

- 2.1 The Service consists of MCB Internet Banking Pro. Customers may apply to us for the activation of the Service and the Bank reserves the right to activate all or part of the functions of the Service for qualified customers.
- 2.2 To access the Service, your Users must have access to the internet and possess a device. You shall at your own cost access the Service through your own internet service provider and you shall be responsible for ensuring that any equipment used to access the Service, and the authentication tool shall be compatible with the relevant requirements for access to and use of the Service.
- 2.3 By accepting access to the Service through the use of the relevant User ID and Login Password, the Customer for itself and for each User binds itself formally and irrevocably to the terms and conditions herein contained.

3. Know Your Client ("KYC") Checks

- 3.1 The use of the Service is conditional on the Customer providing the Bank with all satisfactory "Know Your Customer" information that is required under applicable anti-money laundering and financial crime requirements, as shall be notified by the Bank to the Customer.
- 3.2 The Customer shall promptly inform the Bank of any change in respect of the information provided to the Bank.
- 3.3 The Bank reserves the right to request further information from the Customer, which the Customer shall provide, as a result of the introduction of or any change in any law or regulation.
- 3.4 The Customer represents and warrants that it is in compliance with Sanctions, and it is not a Prohibited Person, nor is owned or controlled by, nor acting directly or indirectly on behalf of or for the benefit of a Prohibited Person and none of such persons owns or controls a Prohibited Person.
- 3.5 The Customer shall not (i) become a Prohibited Person, or (ii) be owned or controlled by a Prohibited Person, or (iii) act directly or indirectly on behalf of or for the benefit of a Prohibited Person; or (iv) own or control a Prohibited Person. In the event that the Customer is or becomes linked to, a Prohibited Person, the Bank shall promptly notify the Customer upon becoming aware of such event or situation and thereafter the Bank may, in its absolute discretion, deal with the Customer according to rules, discretions or instructions of any Sanction Authority.

4. The Customer's Security Obligations

- 4.1 All User ID and Login Password created by you should be kept secret and should not be disclosed or communicated to any person whomsoever.
- 4.2 You shall ensure, before accessing the Service, that your internet browser and your Device are not equipped with any password memorizing facility whatsoever.
- 4.3 You shall notify the Bank immediately upon becoming aware that your User ID, Login Password and/or the SmartApprove have or may have fallen into the hands of any unauthorized person.
- 4.4 You shall and shall procure that the User shall duly take cognizance of the security information provided on the MCB website and on the MCB Online Banking platforms and as may be amended by the Bank from time to time and undertake to scrupulously adhere to the recommended security procedures.
- 4.5 You shall ensure that the Device through which you or the users access the Service is free from any virus, malware, ransomware or any similar threats, and is protected by appropriate virus protection software or other applicable software that complies with and is maintained in accordance with international best practice.
- 4.6 You shall ensure that your Device is secured and log out from the Service if you are not using it. It is the Customer's responsibility to use the switch user functionality and MCB shall in no circumstance whatsoever be held liable, therefore. The Customer shall nevertheless be liable to MCB for any transaction effected through the Service by any other person who acquired possession of the Customer's Device whether it is with or without the Customer's consent before such notification is received by MCB as if he had used it himself.
- 4.7 Any failure of any User to follow the security procedures referred to hereabove shall amount to a breach by the Customer of present terms and conditions whereby the Bank shall not be held liable should any actions, transactions be performed and/or any instructions, data or message be transmitted via that User credentials and/or the User's credentials.

5. SmartApprove Application

5.1 The Signatory User acknowledges that:

- 5.1.1 To start using the SmartApprove, the Signatory User must first download the application on the appropriate digital distribution platform and register himself using his MCB Internet Banking Pro credentials.
- 5.1.2 Upon registration, the Signatory User shall perform the device pairing process on his smartphone or device:
 - Log in Authentication application using his credentials;
 - Read the terms and conditions of use of the SmartApprove and proceed;
 - Confirm his mobile phone number as per the Bank's records. A verification code will be generated and sent by SMS or by any form of electronic communication to the Signatory User on his smartphone to validate the confirmed mobile phone number to complete the device pairing process;
 - Enter the verification code received;
 - Set and confirm his mPIN and optionally set his Biometrics features (if the smartphone is equipped with Biometrics logon features);
 - Confirmation message displayed for successful registration.
- 5.1.3 The device pairing process is applicable only for accessing the SmartApprove on a smartphone.
- 5.1.4 The registered SmartApprove user has the possibility to pair only one device for accessing the Smart Approve.
- 5.1.5 Certain functionalities will need to access information (including but not limited to the Signatory User personal data shared with the Bank) on the Signatory User device to work. By using such functionalities, the Signatory User consents to the application by accessing his device and information. The Signatory User may also manage how the application accesses his device or information using privacy settings on his mobile device.
- 5.1.6 The Signatory User shall ensure, before accessing SmartApprove that his smartphone, tablet or any other applicable device is not equipped with any User ID and Password memorizing facility.
- 5.1.7 The use of and/or downloading of any file/software from the Internet shall be at the Signatory User own risk and shall be subject to the terms and conditions imposed by the licensor of the software which, in all cases, shall be considered as "third party software".
- 5.1.8 The Signatory User hereby formally agrees to indemnify the Bank against any claim, liability, or action whatsoever against it in connection with the use of the SmartApprove.
- 5.1.9 The OTP shall, at all times, be sent to the mobile phone number provided to the Bank or updated by the Signatory User through MCB Internet Banking Pro and displayed during the confirmation process.
- 5.1.10 The SmartApprove gives the registered Signatory User access to his account and it is therefore recommended that the Signatory User keeps his device secure and logs out from the SmartApprove if he is not using it. It is the Signatory User responsibility, and the Bank shall in no circumstance whatsoever, be held liable therefore.
- 5.1.11 The registered Signatory User shall nevertheless be liable to the Bank for any transaction effected through the SmartApprove by any other person who acquired possession of the Signatory User device whether it is with or without the latter consent before such notification is received by the Bank as if he had used it himself.
- 5.1.12 If the Signatory User suspects that a third party knows his password or other security details, he must immediately change his mPIN or alternatively contact the Bank for assistance. If the Signatory User fails to do so, he shall be liable for any unauthorized transactions affected on the account(s) which are as a result of his security details becoming known to a third party.
- 5.1.13 It is the sole responsibility of the Signatory User to inform the Bank of any change in the mobile phone number originally communicated to the Bank and registered with the Bank.
- 5.1.14 The Signatory User understands and agrees that in order to access the SmartApprove effectively he shall:
 - Obtain by his own means and maintain the appropriate hardware and software;
 - Duly take cognizance of the user guide and security information as may be amended from time to time by the Bank and available on the Bank's website and undertake to carefully adhere to the recommended procedures.
- 5.1.15 The Signatory User shall be solely liable for any expenses, loss or damage that the Bank or any third party may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such aforementioned software in accordance with clause above.

6. MPIN

- 6.1 The mPIN shall be a multi digit pin set by the registered Signatory User which can be changed by the latter through the SmartApprove application.
- 6.2 The mPIN is essential to log on the SmartApprove and perform transactions. The registered Signatory User shall, in all circumstances, keep his mPIN secret, and not impart it to any person whatsoever.
- 6.3 If the mPIN has become known to any person other than the registered Signatory User, the latter shall notify the Bank immediately.
- 6.4 The Signatory User shall have the possibility to change his mPIN on the SmartApprove.
- 6.5 The Bank shall never contact a Signatory User to request his security credentials. If the Signatory User receives such a request, he shall not supply his security details in any circumstance for he shall otherwise be liable for all transactions performed through the SmartApprove and the use of the credentials. The Signatory User should report any such activity to the Bank immediately by emailing maldivescorporatesupport@mcbmaldives.com or the Relationship Manager in writing.

7. Fingerprint and Facial Recognition Authentication

- 7.1 These Terms and Conditions apply to, and regulate, the use of the MCB Maldives SmartApprove fingerprint authentication and/or facial recognition service or for any other services/transaction that may be provided/ completed through the 'Touch ID' and/or 'Facial Recognition' option(s) that may be offered on MCB Maldives SmartApprove. By undergoing the registration process to use the MCB Maldives SmartApprove 'Touch ID' and/or 'Facial Recognition' service(s), the Customer accepts and agrees to abide by these Terms and Conditions. In case the Customer does not accept these Terms and conditions, he shall not use the MCB Maldives SmartApprove fingerprint authentication and/or facial recognition option(s).
- 7.2 The MCB Maldives SmartApprove 'Touch ID' and 'Facial Recognition' services are services where the Customer may use his fingerprint, or a map of his facial features as registered on a mobile device "in lieu" of his mPIN as a security measure to confirm his identity to access MCB Maldives SmartApprove.
- 7.3 The MCB Maldives SmartApprove 'Touch ID' and/or 'Facial Recognition' service(s) is/are provided as part of the Bank's electronic banking services, and accordingly:
 - 7.3.1 The Bank at its sole discretion may stop to provide the service at any time without prior notice.
 - 7.3.2 The Bank may add and/or make amendments to the MCB Maldives SmartApprove Touch ID' and/or 'Facial Recognition' service(s) in accordance with Clause 21 of these Terms and Conditions.
- 7.4 Customer acknowledgement

The Customer acknowledges and agrees that in order to use the MCB Maldives SmartApprove 'Touch ID' and/or 'Facial Recognition' service(s):

 - 7.4.1 The Customer must be a user MCB Maldives SmartApprove service;
 - 7.4.2 The Customer must install MCB Maldives SmartApprove app using a mobile device;
 - 7.4.3 The Customer shall possess a mobile device featuring a fingerprint sensor, a fingerprint scanner, or such hardware and software that allows for facial recognition and which shall have the ability to store fingerprints, and/or maps of facial features;
 - 7.4.4 The Customer shall need to activate the fingerprint and/or facial recognition function on his mobile device and register at least one of his fingerprints, or his facial features (as applicable) to control access to the mobile device;
 - 7.4.5 The Customer shall be required to undergo a registration process using his MCB Maldives SmartApprove mPIN in order to choose to use his fingerprints stored on Customer's mobile device, or his Device's facial recognition features for accessing MCB Maldives SmartApprove. Upon the successful registration process, the fingerprints and/or facial features as stored on his mobile device shall be a security code;
 - 7.4.6 The Customer shall ensure that only his fingerprints are stored on the mobile device to access the device and understands that upon the successful registration of his mobile device, any fingerprint that is stored on his mobile device can be used to access MCB Maldives SmartApprove and thus including access to his accounts and to any Banking Services attached to MCB Maldives SmartApprove. For the avoidance of doubt, the present requirements shall also apply with respect to facial recognition;
 - 7.4.7 The Customer shall ensure the safeguard of the security codes as well as the password or code that he can use to register his fingerprints and/or facial features on the mobile device;
- 7.5 The Customer may still choose to access MCB Maldives SmartApprove using the mPIN option.
- 7.6 Each time SmartApprove detects the use of a fingerprint or of the facial recognition features on a Device on which the Customer has registered for the MCB Maldives SmartApprove 'Touch ID' and/or 'Facial Recognition' service(s) to access MCB Maldives SmartApprove or authorise transactions, he shall be deemed to have accessed MCB Maldives SmartApprove and/or instructed the Bank to perform such transactions as the case may be.

- 7.7 The Customer acknowledges that the authentication is performed by MCB Maldives SmartApprove by interfacing with the fingerprint and/or facial recognition authentication module on the mobile device and that he agrees to the authentication process.
- 7.8 The Customer can deactivate the MCB Maldives SmartApprove 'Touch ID' and/or 'Facial Recognition' service(s) at any time through MCB Maldives SmartApprove
- 7.9 The Customer shall immediately inform the Bank if in his knowledge, the security of his fingerprints, facial recognition module, or other security codes have been compromised. In which case the Bank shall require the customer to change the security code, re-register his fingerprints or facial features, cease the use of the MCB Maldives SmartApprove 'Touch ID' and/or 'Facial Recognition' service(s) or apply any other measures as the Bank may think fit.
- 7.10 The Customer acknowledges and agrees that, for the purposes of the MCB Maldives SmartApprove 'Touch ID' and/or 'Facial Recognition' service(s), the mobile app may access the fingerprint and/or map of facial features registered in his mobile device, and hereby gives his consent to the Bank for accessing and using such information for the provision of the MCB Maldives SmartApprove 'Touch ID' and/or 'Facial Recognition' service(s).
- 7.11 The Customer understands the need to protect his mobile device and shall be responsible for all transactions effected through MCB Maldives SmartApprove (whether authorised by him or otherwise).

8. Change in Mobile Phone Number

The Signatory User has an obligation to inform the Bank of any change with respect to its mobile phone number. If the Signatory User fails to inform the Bank as aforesaid and the Bank is in receipt of any notification from the relevant MNO (applicable to mobile number registered in the Maldivian jurisdiction) that the Signatory User's mobile phone number has been reallocated, the Bank reserves the right, in its absolute discretion, to amend its records accordingly without the Signatory User's prior consent and to terminate the Signatory User's subscription to the SmartApprove.

9. Loss or Theft of Mobile Phone

- 9.1 The registered Signatory User shall immediately report to the Bank by emailing **maldivescorporatesupport@mcbmaldives.com** or the Relationship Manager in writing any loss or theft of the mobile device, including any suspected abstraction by any third party whosoever.
- 9.2 In case of dispute as to the effective time and date of notification of any loss, theft or suspected theft, the time and date of receipt of the notification at the Bank shall be conclusive.
- 9.3 The Bank shall, in no circumstances whatsoever, be held liable for any loss, damage resulting from any notification made by phone, fax or otherwise, which might not emanate from the registered Signatory User.
- 9.4 Report of the loss, theft, suspected theft or abstraction of the smartphone, shall in no way affect any transaction effected prior thereto or those already settled by the Bank or debited to the Customer's account.

10. The Customer's Responsibilities

- 10.1 The Customer warrants that all information submitted to the Bank on the registration to the Service is accurate and correct.
- 10.2 The Customer shall and shall procure that all its Users are made fully aware and conversant with the present terms and conditions.
- 10.3 Until and unless the Bank is notified under paragraph 4.3, the Customer shall be liable to the Bank for any transaction effected through the use of the SmartApprove by the Signatory User and/or any person who acquired possession of it, with or without the Signatory User's consent. In case of any dispute as to the effective time and date of notification of the loss, theft or suspected theft, the time and date of receipt of the written notification within the Bank's records shall be final and conclusive evidence of the date and time of such notification.
- 10.4 All authorised signatories designated by the Customer and such other persons as are from time to time mandated by the Customer (through Corporate Authorisation or in such other manner as is agreeable to the Bank), to make use of the banking facilities and products offered by the Bank (other than through the Service) shall be deemed entitled to access and operate the Customer's Facilities through the Service as a User without any further formalities.
- 10.5 The Signatory User shall ensure that all data and transaction files transmitted to or from the Bank through the Service are correct, in format acceptable by us and free of any virus. If any incorrect information is provided or if there is any error in the instructions given, the Customer accepts full responsibility for all losses resulting from any of its errors or ambiguity in the information provided. If any information provided is untrue, inaccurate, not correct or incomplete, the Bank reserves the right to recover from the Customer any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

- 10.6 The User's instructions are irrevocable and unconditional and cannot be revoked, altered, modified, amended, restrained or extended by the User.
- 10.7 The use of and/or downloading of any file/software/applications from the internet, be it from the Service or not shall be at the Customer's own risk and shall be subject to the terms and conditions imposed by the licensor of the software/applications which, in all cases, shall be considered as "third party software/applications".
- 10.8 The Bank shall not be in any circumstances whatsoever liable for any loss or damage that the Customer may suffer as a result of possession, use, misuse, abuse or any form of manipulation of such a software/application. Furthermore, the Bank shall not accept any responsibility in connection with the suitability, performance or security aspect of such software/applications.
- 10.9 The Customer shall be solely liable for any expenses, loss or damage that the Bank or any third party may suffer as a result of possession, use, misuse, abuse or any form of manipulation of such software/applications.
- 10.10 The Customer and/or the User should be aware of the local laws of the country from which they are using the Service and be fully aware of that country's local and national laws as well as any applicable international laws in force. The Customer shall be liable for any use or export of any of the information on the Bank's website, in contravention with any local or national laws of that country.
- 10.11 The Customer shall ensure that all transactions carried out by him or on his behalf are in conformity with the laws prevailing in Maldives and other laws applicable to him, in particular the legal provisions pertaining to the Prevention of Money Laundering and Financing of Terrorism Act 2014 together with regulations, guidelines, or handbook issued thereunder.
- 10.12 The Customer shall not directly or indirectly receive and/or send proceeds derived from or otherwise directly or indirectly sourced from (i) any Prohibited Person or Sanctioned Country; (ii) any sanctioned or sanctionable activity or whose source is subject to Sanctions; or (iii) any action or status which is prohibited by, or which would cause the Bank to be in breach of Sanctions.
- 10.13 The Customer further represents and warrants that the monies which form the subject of these Terms and Conditions and the general terms of business of MCB and any additions thereto have not originated and will not originate from, or be put to use in relation to, activities or transactions which are a criminal offence under the laws of the Republic of Maldives or in breach of Clause 20 (Compliance with Sanctions).
- 10.14 The Customer will not send money for illegal, unlawful or fraudulent activities, or receive money which have been so tainted.

11. The Bank's Responsibilities

- 11.1 Any data received by the Bank which has been authenticated by means of any verification device within the MCB Online Banking shall be duly relied upon by the Bank as being authenticated by the holder of such a device registered with the Bank.
- 11.2 Any data received by the Bank which has been authenticated by means of any static transaction password or mPIN or Biometrics or OTP shall be duly relied upon by the Bank as being authenticated by the Signatory User.
- 11.3 The Bank may accept as valid and duly authorised by the User, any form of instruction, data and/or message received through the Service purporting to come from the Customer and authenticated in such manner as provided under the present terms and conditions. Such instruction, data and/or message shall be binding upon the Customer and/or the User and the Bank shall incur no liability whatsoever with respect to the performance and execution by it, of any of such instruction, data and/or message.
- 11.4 In cases of payment/transfer instructions, the Bank shall be under no obligation to match the destination account number with the beneficiary's name. In case of any discrepancy, the destination account number, as instructed by the Customer and/or User, shall prevail.
- 11.5 The Bank shall not be bound to affect any payment in accordance with any instruction unless:
 - 11.5.1 sufficient cleared funds (payment amount plus any related fees) are available on the account from which the funds are requested to be debited for payment;
 - 11.5.2 Prior formal arrangements have been made with the Bank to overdraw the account and the limit allocated to the said account is not exceeded.
- 11.6 The Bank shall not, in any circumstances whatsoever, be bound to ensure that any payment to, or receipt of funds from a third party can be effected at any particular time or within any particular time limit, and the Customer shall accordingly keep and hold MCB free from any liability whatsoever in relation to any damages, loss, or liability which could result therefrom.
- 11.7 If the Bank acts upon any instruction received via the MCB Online Banking platforms and thereby provides a banking service to the Customer which would normally require the completion by the Customer of an application form or other such authority, the Customer shall by giving such instructions, be deemed to have completed such application form or authority and shall be bound by the terms and conditions thereof.
- 11.8 The Bank will never keep any of your Biometrics within any MCB records and/or databases.

12. Transactions through MCB Online Banking Platforms

- 12.1 The Cut-off Time is set out, in relation to each payment instruction, on the respective MCB Online Banking platform. We will act on that instruction in accordance with the relevant Cut-off Time. From time to time, we may notify you of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business Day.
- 12.2 If the Customer submits any instruction related to foreign currency transactions after the Cut off Time, the Bank reserves the right to determine the applicable rate for such transaction.
- 12.3 The Bank's records or their reproduction on a computer base shall be conclusive and irrefutable evidence of the transactions effected, messages, data and/or instructions given by the Customer and/or any Signatory User through the Service with the coupled use of any of the relative credentials and shall be binding to all intents and purposes, upon the Customer.

13. Conversion of Transaction Currencies

- 13.1 For transaction effected in any currency other than the currency of the initiator's transaction account, the relevant amount under the said transaction shall be converted to the currency of the Customer's Account at MCB's prevailing rate on the processing date.
- 13.2 A conversion fee, the amount whereof shall from time to time be fixed by MCB for transactions affected in any currency other than the sender's account currency, may be payable by the Customer and automatically debited from his designated account.

14. Statements and Advices

When you are registered for the Service, we may send information about your account(s) electronically, by posting it in on the MCB Online Banking platforms or sending it to your Internet Banking secure inbox. You may receive statements, advices, and certificates in PDF, which you can view, download and print whenever you need to.

15. Copyrights and Related Rights

- 15.1 Notwithstanding the provisions of clause 4.2, the use of third-party software shall be governed by the provisions contained in the Copyright & Related Rights Act (23/2010) (as amended or replaced by any subsequent legislation).
- 15.2 In certain jurisdictions outside the Republic of Maldives, the use of "third party software" may be illegal. The responsibility to ascertain the legality of the use of "third party software" outside the territorial limits of the Republic of Maldives shall rest solely upon the Customer.
- 15.3 The Customer and/or the User shall not be entitled to alter, amend or countermand any instruction which shall have been duly received and implemented by the Bank. Any instruction sent by the Customer and/or the User in conformity with these present terms and conditions and the existing procedures to this effect shall be irrevocable and binding upon the Customer.

16. Fees and Charges for the MCB Online Banking Service

- 16.1 The fees and charges applicable are set out in the Bank's tariff guide as amended or supplemented from time to time.
- 16.2 The fees mentioned in this section do not include charges for any banking and/or other services provided by the Bank and pertaining to requests submitted by the Customer and/or any signatory user through the Service.
- 16.3 Upon registration to the Service, the Customer shall pay the relevant fees which may be varied from time to time in accordance with clause 16.7 hereunder. Such fees shall also be varied if the Customer agrees to utilize additional services subsequent to the date of the present terms and conditions. Any additional charge in respect of such additional service shall be due on the date of its notification to the Customer.
- 16.4 Where applicable, payment of fees shall be affected on a monthly basis exclusively through the debit of the account indicated by the Customer when registering to the Service. The Bank shall accordingly be entitled to debit that account with the amount of fees relating to the use of the Service.
- 16.5 The Customer shall, so long as the present terms and conditions remain binding upon it, neither revoke this authority nor close the account indicated in clause 16.4 above for the payment of the fees without the formal written consent of the Bank.
- 16.6 The Customer hereby authorises the Bank to debit different accounts upon which the User is entitled to access and transact with the amount of any such transaction effected through the MCB Online Banking platforms together with any fee related thereto.

- 16.7 Without prejudice to clauses contained herein, the Bank may, in its sole and absolute discretion, at any time and after having given at least 30 (thirty) days' written or electronic notice, vary any such fees due under the present terms and conditions. Any such variation shall come into effect on the date specified in the notice unless the Customer, 14 (fourteen) days before such date, provides the Bank with a written or electronic notice terminating the provision of MCB's Online Banking, which termination shall become effective on the date on which the new fees become applicable.

17. Disclaimer of Liability

- 17.1 The Bank shall not be bound to inquire into the authority of the person using the credentials to access the Service and using the SmartApprove app to transact upon the different accounts which the Signatory User is entitled to, or to apply for a service or to give instructions in the name of the Customer.
- 17.2 The Bank shall not incur any liability if it is unable to perform its obligations under the present terms and conditions due directly or indirectly to the failure or breakdown of any hardware, data processing system, the SmartApprove app, transmission link, communication error or any access to the Service.
- 17.3 The Bank shall not be liable for any breakdown or failure to access the Service.
- 17.4 The Bank declines all liability and responsibility as to how funds are applied by the beneficiary's bank or any intermediary bank. The Bank shall not be liable for any loss caused by delays or errors of transmission on the part of the bank's beneficiary or any intermediary bank.
- 17.5 The Bank will not under any circumstance interfere with or accept responsibility for any disputes arising in respect of goods or services purchased or availed of through the Service.
- 17.6 the Bank shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay or nonperformance arising out of:
- 17.6.1 failure by the User to adhere to the terms and conditions or the User being in contravention with any law or regulation for the time being in force or the User having furnished incorrect information to the Bank and/or any other document sent by the Customer to the Bank.
- 17.6.2 possession, use, abuse, misuse and manipulation by the User, of any third-party software.
- 17.6.3 failure by the Bank to execute any instructions from the Customer as a result of causes beyond the Bank's control ("force majeure"), including but not limited to fire, storm, flood, explosion, vandalism, sabotage, strikes or other labour disputes, whether involving the Bank's employees or not, acts of God, war, riots or other civil disturbances, intervention of any government or other authority, accident, breakdown or other failure of equipment, software or communications network, or failure of or fluctuation in any power supply.
- 17.6.4 unavailability or disruption of the Service due to reasons mentioned in sub-clause 18.6.3 above or for any other reason.
- 17.6.5 any consequential, indirect or circumstantial losses including but not limited to loss of profits, contracts or financial losses howsoever caused or arising.
- 17.6.6 failure or malfunctioning of any hardware or software used by the User to access the Service.
- 17.6.7 unauthorised access to the Customer's account(s) or any breach of security procedures laid down therein.
- 17.6.8 use, misuse, abuse, malfunction or failure of the Customer's internet access or hardware.
- 17.7 The Bank reserves the right at any time to block or reject any transaction which would or may infringe legal or regulatory requirements in either the Customer's country or the Recipient's country.
- 17.8 The Bank shall not, in any circumstances whatsoever, be liable for any costs, expenses or liabilities incurred or which may be incurred by the Customer in the event of any variation to the present terms and conditions being made by the Bank.

18. Indemnity by the Customer

- 18.1 In acting on the instructions, data and/or message provided by the Customer and each User through the Service, the Bank shall be deemed to have acted properly and to have fully performed all obligations owed to the Customer, notwithstanding that such instructions, data and/or message may have been initiated, approved, sent or otherwise communicated in error or fraudulently, and the Customer shall be bound by any such instructions, data and/or message on which the Bank may act if it has in good faith acted in the belief that such instructions, data and/or message were given by the Customer.
- 18.2 The Customer hereby indemnifies and hold harmless the Bank from and against all actions, proceedings, claims and demands which may be brought or made against the Bank and all losses, costs, charges and expenses, howsoever arising and which the Bank may incur or sustain or for which the Bank becomes liable by reason of the Bank having acted in accordance with the whole or any part of any instructions, data and/or message given in furtherance of the use of the Service.

- 18.3 The Customer further indemnifies and holds harmless the Bank against all actions taken in accordance with the instructions, data and/or message purporting or appearing on their face to have been received from the Customer or through its Users. In addition, the Customer indemnifies and holds harmless the Bank from any liability or claim for failure to act or execute any instructions, data and/or message due to any reason beyond the Bank's control.

19. Termination of the Online Banking service

- 19.1 Either Party shall be entitled to terminate the provision of MCB's online banking by the Bank to the Customer by giving 30 (thirty) days' prior notice to the other party.
- 19.2 However, the Bank shall be entitled to terminate the provision of MCB's Online Banking immediately upon:
- 19.2.1 any breach thereof by the Customer and/or User of the present terms and conditions; or
 - 19.2.2 when the Customer's accounts are not maintained to the full and complete satisfaction of the Bank; or
 - 19.2.3 upon bankruptcy, liquidation or dissolution of the Customer; or
 - 19.2.4 in case of any Insolvency Proceedings of the Customer; or
 - 19.2.5 any corporate action, legal proceedings or other procedure or step is taken in relation to insolvency in respect of the Customer; or
 - 19.2.6 where any of the Customer's accounts is blocked or closed by the Bank; or
 - 19.2.7 where the Customer commits or is responsible of any Prohibited Behaviour.
- 19.3 Termination of the provision of MCB's Online Banking, howsoever occasioned, shall not affect or prejudice any accrued rights or liabilities of either Party hereunder nor shall it affect any provision which is intended to apply after such termination.
- 19.4 The Bank also reserves the right to cancel the Service if the Service has not been utilised for a period of 12 (twelve) consecutive months.
- 19.5 Consequences of termination of the provision of Online Banking services to the Customer ("Termination"):
- The Customer hereby acknowledges and agrees that, on the expiry of the day on which shall cease to provide Online Banking services to the Customer on whatever grounds (a "Termination Date"):
- 19.5.1 Where Termination is with prior written notice, and where requested by MCB, the Customer shall, prior to the expiry of the notice period, provide all necessary and timely instructions to MCB for MCB to be henceforth liberated from any duties and responsibilities towards the Customer in relation to the Online Banking services (the "Aim"), including, but not limited to, the giving of instructions by the Customer for the complete transfer of the Customer's cash balances and assets from the Account to an MCB- approved entity, but which entity shall not be related to MCB.
- During that notice period, and notwithstanding any other agreement or stipulation to the contrary, MCB reserves the right, to which reservation the Customer hereby consents, to only abide by those instructions from the Customer which shall tend towards realizing the Aim by the Termination Date; accordingly, during a Termination notice period, MCB may, at its sole discretion, refuse to process, entertain, or comply with, instructions from the Customer which shall, or may, result in the crediting of cash and/or assets to the Account.
- 19.5.2 Where a Termination occurs with immediate effect (with or without notice), or where MCB has, on a Termination Date, received no timely, complete, or satisfactory instructions from the Customer to achieve the Aim, the Customer hereby irrevocably and unreservedly appoints MCB, as from the Termination Date, as its sole and unique authorised representative and signatory, to do all such things as are reasonably necessary, in its opinion, to give effect to, and consummate, the Termination and achieve the Aim, including without limitation, to effect outwards transfers of cash balances from the Account, either in bulk or on a staggered basis, the Customer being nevertheless the sole bearer of the costs and risks associated therewith throughout.

20. Compliance with Sanctions

The Customer shall:

- 20.1 Comply in all respects with Sanctions applicable to it;
- 20.2 Not engage in any transaction that to its knowledge evades or avoids or has the purpose of evading or avoiding, or breaches, or attempts to breach of any Sanctions applicable to it;
- 20.3 Not, and shall not permit or authorise any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, any proceeds or financial accommodations thereunder:
- 20.3.1 To any other person:
- (a) To fund any activities or business of or with any person, or in an any jurisdiction, country or territory, that, at the time of such funding, is a Sanctioned Person or Sanctioned Country; or
 - (b) In any other manner that would result in a violation or Sanctions by any person.

- 20.3.2 To finance equipment or sectors under embargo decisions of the OFAC, the US Department of State, the United Nations, His Majesty's Treasury, the World Bank, the European Union, or any of its Relevant Jurisdictions, the United Kingdom and the United States of America, to the extent that these embargo decisions apply to it;
- 20.3.3 In connection with any trade, business or other activities with or for the benefit of any Sanctioned Person;
- 20.3.4 In any other manner that would result in any company within MCB Group being in breach of any Sanctions, being subject to any penalties or restrictive measures being imposed pursuant to Sanctions or being designated as a Sanctioned Person; or
- 20.3.5 In connection with any trade, business or other activities in such other countries as are subject to trade sanctions imposed by a Sanctions Authority;
- 20.4 Not use any revenue or benefit derived from any activity or dealing with a Sanctioned Person, or from any trade, business or other activities in a Sanctioned Country in relation to, or on, the Online Banking Services;
- 20.5 To the extent permitted by law, promptly upon becoming aware of them, provide to MCB the details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions by any Sanctions Authority;
- 20.6 Ensure that no person that is a Sanctioned Person shall become a Buyer;
- 20.7 Ensure that no person that is a Sanctioned Person will have any legal or beneficial interest in any Accounts; and
- 20.8 Where applicable, maintain in effect policies and procedures reasonably designed to ensure compliance by it with applicable Sanctions.

21. Amendments to the Present Terms and Conditions

The Bank reserves the right to vary the terms of the present terms and conditions which includes the modification, amendment, alteration, restraint or extension of any of the selected banking services offered through the Service. The Bank shall accordingly provide thirty (30) day prior notice to the Customer by such means as the Bank shall think fit. Any such variation shall be effective upon the expiry of the aforesaid thirty (30) days.

22. Assignment

The Customer shall not assign or otherwise transfer any of his rights or obligations under the present terms and conditions, in any circumstances without the prior written consent of the Bank.

23. Notices and Communications

- 23.1 Any notice under the present terms and conditions must, unless otherwise specified, be given by the Customer to the Bank by registered mail or otherwise handed over to the Bank, as follows:

Attention of:

The Relationship Manager
 The Mauritius Commercial Bank (Maldives) Private Limited
 H. Sifa Building, Boduthakurufaanu Magu, Malé – Republic of Maldives

- 23.2 Unless the Bank is required to contact the Customer in a particular way by law, the Bank may contact the Customer by post, telephone, e-mail, or by putting a notice on its website or in its branches.
- 23.3 The registered address that the Customer has provided to the Bank will be the one to which communications will be sent. The Customer must notify the Bank immediately of any change in its registered address. The Bank will ask the Customer to confirm any change of address in writing and to provide evidence of the change of address.
- 23.4 The Customer must also let the Bank know immediately if it changes its business name, telephone number or email address, whether of itself or of any Users.
- 23.5 Any document, letter, notice sent by the Bank to the Customer by post or delivered by hand to its last known registered address as per the Bank's records shall be deemed to have duly reached it. In consequence, the Bank is hereby discharged from all liabilities resulting from any failure on the part of the Customer to notify it of any changes.

24. Availability

- 24.1 The Service shall be available, unless otherwise advised by the Bank to the Customer from time to time, 24 (twenty-four) hours a day and 7 (seven) days a week.
- 24.2 The operation hours may be varied and suspended by the Bank without notice although in such cases the Bank will endeavor to advise the Customer as soon as may be reasonably practical, by whatever means the Bank may deem appropriate and fit.
- 24.3 The date and time referred to on the MCB Online Banking platforms or on any other document relating to the Service shall be the date and time prevailing in the Republic of Maldives at the time of the transaction.

25. Data Protection

- 25.1 The Customer acknowledges, understands and consents that the Bank shall, for the performance of its obligations hereunder, collect and where necessary or required, process, transfer and store, personal information ("Personal Data") of the Customer or such other officers, employees and directors of the Customer, where applicable (the "Relevant Persons"). The Bank undertakes to treat the Personal Data of the Relevant Persons confidentially and securely in line with the provisions of the Maldives Banking Act 2010 (as amended or replaced by any subsequent legislation).
- 25.2 The Relevant Persons have the right of access to, the possibility of correction of and destruction of, their Personal Data which is in the custody or control of the Bank.
- 25.3 The Bank undertakes not to reveal or otherwise disclose the Personal Data to any external body or person save and except for the disclosure of any Personal Data to any agent, third party service provider, professional adviser, a member of the Bank's group of companies or any other person under a duty of confidentiality to the Bank.
- 25.4 The Customer expressly agrees and procures to do all such things as may be necessary or required to ensure that the Relevant Persons are made aware of the data protection provisions herein contained so that the Relevant Persons may give their consent with regards to the collection, processing, transfer and storage of Personal Data by the Bank.

26. Complaints Procedure

- 26.1 The Bank is committed to handling any customer complaint promptly, courteously and in a manner that is fair and equitable. Should the customer not be satisfied with the Bank's level of service, he may submit his complaint:
- to his Relationship Manager;
 - to the nearest Branch;
- By emailing **corporate@mcbmaldives.com**
on the Bank's website at **<https://mcb.mv/contact-us>**

27. Governing Law and Jurisdiction

The present terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Maldives and any dispute arising in connection with the interpretation and/or fulfilment of the present terms and conditions shall be submitted to the exclusive jurisdiction of the competent Courts within the Republic of Maldives.

28. General

- 28.1 The present terms and conditions shall continue in full force and effect and continue to bind all respective assignees and successors of the Customer.
- 28.2 The latest version of terms and conditions, as may be amended from time to time by the Bank, are also available at any time on request at all MCB Branches and on the Bank's website (**mcb.mv**).