



MAURITIUS POST AND COOPERATIVE BANK LTD

APPLICATION FORM FOR MPCB PERSONAL INTERNET BANKING

I/We wish to register as user/s for internet banking with Mauritius Post And Cooperative Bank Ltd

CUSTOMER ID: **USER ID:**

- 1 Title : Mr/ Mrs/ Miss/ Minor
- 2 Surname :
- 3 First Name :
- 4 Maiden Name(if applicable) :
- 5 Marital Status Married/ Single/ Divorced
- 6 NIC/Passport Number: :
- 7 Nationality :
- 8 Date of Birth (DD/MM/YYYY) :
- 9 Gender Male/ Female
- 10 Residential Address :
- 11 Communication Address: :
- 12 Home Phone Number :
- 13 Office Phone Number :
- 14 Mobile Phone Number :
- 15 Fax Number :
- 16 E-mail Address :
- 17 Occupation :
- 18 Type of Access View Only View and Transact

19	Operative Account Number	Mode Of Operation	Types Of Account	Access Type	
				View Only	View & Transact

20 Inter account Funds/Daily limit MUR

21 MOBITOKEN facility

Mobile Number..... Customer signature.....

22 SMS Banking Enable: YES NO Mobile Number.....

23 The user login will be unique and will identify the person using Internet Banking Service.

I/We have read the provisions contained in the "MPCB E Banking Terms and Conditions" of Mauritius Post And Cooperative Bank and accept them. I/We agree that the transactions executed under my/our User name(s) and password(s) will be binding on me/us.

24 Signature of customer/s..... Date.....

Bank's Use

Processed by:	Signature:	Date : .../.../.....
Verified by :	Signature:	Date: .../.../.....
Created by:		
Verified by:		
Data Cleaning/maintenance required: Yes/No		
Date escalated to OPC: .../.../.....		
Remarks (if any)		
.....		

MPCB e-banking

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 'MPCB' refers to Mauritius Post and Cooperative Bank Ltd, also referred to as the Bank.

1.2 'MPCB e-banking' means the Internet Banking service offered by the Mauritius Post & Cooperative Bank Ltd.

1.3 'Business Day' means any day on which the Bank is open for business in the Republic of Mauritius.

1.4 'Cut-off time' means the time after which transactions will be accounted for on the next Business Day.

1.5 'Account' means a bank account in Mauritian Rupees or in foreign currency maintained by the customer in the Republic of Mauritius at any branch, department of the Mauritius Post and Cooperative Bank Ltd

2. AGREEMENT

The customer agrees that the Terms and Conditions set out hereunder shall apply to the use of the MPCB internet banking service, 'MPCB e-banking', as provided by the Bank to the customer. The customer further agrees to accept and abide by such Terms and Conditions and instructions from time to time in force.

3. USE OF INFORMATION AND MATERIALS

3.1 The information and materials contained in these pages – and the terms, conditions, descriptions that appear – are subject to change.

3.2 The Bank will inform about any variation of the terms and conditions prior to implementation through email and on the MPCB website. Reasonable notice will be given before any variation takes effect.

3.3 Any of the facilities made available by the Bank under the systems may be modified, replaced or withdrawn by the Bank at any time without notice to me/us, in which event the Bank shall incur no liability to me/us whatsoever.

4. BANK RESPONSIBILITIES

4.1 Subject to the terms and conditions of this agreement, the Bank will act on the instructions received by making applicable accounting entries and by transmitting payment instructions to the third party, on the day such request is received, if such request is received prior to the Bank's applicable cut-off time and the day of receipt is a Business Day OR not later than any stated value date (if such date is not earlier than the day such request is received).

4.2 The Bank shall be entitled to effect an electronic funds transfer in respect of the accounts of which the numbers are provided in a payment instruction. I/We acknowledge further that the Bank shall not be obliged to verify the destination account numbers, parties' names or the amounts involved in any instruction, in case of discrepancy, the destination account number shall prevail.

4.3 The Bank shall not be required to inquire into the authority of any person using the systems, or any of them.

4.4 The Bank is hereby authorised to debit my/our accounts with the amounts of the transactions effected via the systems, provided funds are available.

4.5 Once the Bank has received and implemented an instruction given by me/us via any of the systems, I/we shall not be entitled to countermand or amend such instruction.

4.6 The Bank is entitled to debit my/our accounts with the amount of any fees payable to the Bank from time to time for the use of the systems, or any of them.

4.7 Any instructions received by the Bank after the applicable cut-off time may be treated as received by the Bank on its next Business Day.

5. CUSTOMER RESPONSIBILITIES

5.1 I/We acknowledge that, should I/we breach any of these terms and conditions, the Bank shall be entitled, without notice, to cancel this agreement and withdraw the facilities under the systems with immediate effect, without prejudice to any rights it may have to recover any amount due to it or any losses or any damages suffered by it in consequence of my/our breach.

5.2 Any software downloaded by me/us from the Internet, whether from the Bank's Internet site or not, is third party software, the licensing of which shall be subject to such terms and conditions as the licensor of such software may impose. The Bank is not party to any license agreement entered into by me/us and thus makes no warranties relating to such software, including without limitation, warranties relating to suitability for a particular purpose, security features or performance. I/We understand that the use of such software shall be at my/our own risk and I/we hereby absolve and hold the Bank harmless against any loss or damage which I/we may suffer as a result of the use, abuse or possession of such software.

5.3 I/We must not include any obscene, libelous or defamatory content in my/our communications.

5.4 I/We acknowledge that I/we should not be entitled to cede, transfer or make over my/our rights in and to the facilities or the use of the systems, or any of them, to any person.

5.5 I/We represent and warrant to the Bank that this agreement constitutes the Bank's duly, authorised, legal, valid, binding and enforceable obligation.

5.6 The customer shall ensure that all data transmitted to or from the Bank through the MPCB e-banking system is correct and shall advise the Bank immediately of any errors or discrepancies.

6. CUSTOMER SECURITY DUTIES

6.1 The computer generated passwords issued by the MPCB Ltd and allocated to the Customer/ Authorised user, so as to give him access to the different services of the Bank and to his/the customer's application form, shall be kept secret and shall not be imparted or communicated to any person whomsoever. The same secrecy obligation shall apply in respect of the password keyed-in by the customer/ Authorised user at his first or any subsequent log in session.

The **PASSWORDS** issued to me/us shall provide access to the systems and my/our accounts and I/we therefore agree to change the **PASSWORDS** issued to me/us immediately on using the systems for the first time (and on a regular basis thereafter) to a **PASSWORDS** of my/our choice. This is mandatory.

6.2 I/We undertake to:

- ensure the safe-keeping and confidentiality of such **PASSWORDS**
- destroy any PIN advice promptly on receipt
- notify the Bank immediately on becoming aware that my/our **PASSWORDS** may have fallen into the hands of an unauthorised person.
- notify the Bank immediately of any unauthorised access to the service or unauthorised transaction which I/we know or suspect.

6.3 There is no way to retrieve the Passwords from the system. In case the User forgets his Password, he will have to approach the Bank to reset his passwords.

6.4 Any failure on my/our part to follow the recommended security procedures may result in a breach of my/our Bank accounts confidentiality and may lead to unauthorised transactions on my/our accounts.

6.5 I/We confirm having assessed the security features of MPCB e-banking and that these features, in combination with my/our own security measures, are adequate to protect my/our interests.

6.6 The customer/ authorised user shall nevertheless be liable to the MPCB for any transaction effected through the use of his/ any authorised passwords by any person who acquired possession of it, with or without the customer/authorised user's consent, before a written notification is received by the MPCB; as if the customer/authorised user had used it personally.

6.7 In case of dispute as to the effective time and date of notification that the passwords and or/ any equipment may have fallen in the hands of an unauthorised person, the time and date of the written notification by MPCB shall be conclusive.

6.8 The Bank may accept as validly authorised by the customer, any instruction and/ or message received by the Bank through the MPCB e- banking system purporting to come from the customer and authenticated in such manner as provided by the MPCB e- banking system and this agreement shall be the authority to act on any instruction and/ or message received.

6.9 Any data received by the Bank which has been authenticated by means of the MPCB e-banking verification device shall be relied on by the Bank as being authenticated by the holder of such device registered with the Bank from time to time.

6.10 The Bank shall not be obliged to effect any payment in accordance with any instruction received by the Bank through its Internet Bank Services, unless:

- sufficient cleared funds are available on the account, from which the funds are requested to be paid, or:
- prior arrangements have been made with the Bank to overdraw the account and the limit allocated to the said account is not exhausted.

6.11 The customer's instruction is irrevocable and unconditional

6.12 The customer agrees that it is not, at all times, possible for the Bank to ensure that the payment to, or receipt of funds from, a third party financial institution can be made at any particular time or within any particular time limit.

7. AVAILABILITY OF SERVICE

7.1 The service shall be available on the days and between the hours advised by the Bank to the customer from time to time.

7.2 The operation hours may be varied or suspended by the Bank without notice although in all such cases the Bank will endeavor to advise the customer as soon as reasonably practical by whatever means the Bank deems appropriate.

7.3 The Date and Time referred to in this agreement / or on the Internet Site / or any other document relating to the MPCB E- Banking services shall be the date and the time prevailing in the Republic of Mauritius at the time of the transaction.

8. DISCLAIMER OF LIABILITY

8.1 The Bank expressly disclaims any liability for any errors in or omissions from information, materials and functions included in its Internet Site or any third party sites linked to or from its Internet Site.

8.2 In no event will the Bank be liable for any direct or indirect, special, incidental, consequential or punitive damages, including but not limited to lost profits arising in connection with use of its Internet Site, any interruption in availability of its Internet Site, delay in operation or transmission, computer virus, loss of data, or otherwise, even if the Bank has been advised of the possibility of such damages or loss.

8.3 The Bank will be excused from failing to act or delay in acting, and no such failure or delay shall constitute a breach of this Agreement or otherwise give rise to any liability of the Bank, if such failure or delay is caused by circumstances beyond the Bank's reasonable control, including but not limited to legal constraint, failure, malfunction or unavailability of telecommunications, data communications and computer systems and services over which the Bank has no control, fire, war, riot, theft, flood, earthquakes or other natural disaster, hostilities, invasion, civil unrest, strikes, lock-outs or other industrial action or trade disputes.

8.4 The Bank shall not be liable for any breakdown or failure of any equipment or medium of access to the systems, or any of them.

8.5 The Bank shall not be liable for any loss or damage occasioned by the failure or unavailability of third parties' facilities or systems or the inability of any third-party to process a transaction.

9. PROTECTION FROM THIRD PARTIES

9.1 I/We hereby indemnify the Bank against, and hold it harmless from, any and all liabilities, claims, costs, expenses and damages of any nature in any way arising out of or relating to disputes or legal actions by third parties concerning the use or Bank's provision of the Services.

9.2 My/Our obligations under this section shall survive termination of this agreement.

10. FEES AND CHARGES

The customer shall pay to the Bank the charges as are agreed between the Bank and the Customer at the commencement of this agreement, as varied from time to time. Such charges shall be varied if the customer agrees to utilize additional services subsequent to the date of this agreement. Any additional charge in respect of such additional service shall commence on the date agreed in writing by the Customer and the Bank at such time.

All fees and charges will be as per Bank's tariff guide.

11. RELATIONSHIP

Nothing in this agreement shall create any agency, fiduciary, joint venture or partnership relationship between me/us and the Bank.

12. HEADINGS

The headings contained in this agreement are for convenience of reference only, and shall not be deemed to be a part of this agreement neither be referred to in connection with the interpretation of this agreement.

13. SEVERABILITY

13.1 In the event that any provision of this agreement or the application of any such provision to any person or set of circumstances shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

13.2 If there are two or more persons comprised in the expression "the customer" then the undertakings and liabilities of the Customer under this agreement shall be joint and in solido undertakings and liabilities shall be construed accordingly and reference herein to "the customer" shall mean any or more of them.

13.3 If the customer is a corporate body, then this agreement shall continue in full force and effect and continue to bind each of its assigns and successors.

14. MPCB'S RECORDS

The MPCB's records or their reproduction on a computer base shall be conclusive and irrefutable evidence of the transactions effected and/ or instructions given by the Customer on the MPCB e-banking site with the customer's / the authorised user's passwords.

15. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the law of the Republic of Mauritius and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

.....
Read and Approved (in the applicant's own handwriting)

.....
Customer/ Authorised signature

.....
Customer/ Authorised signature

Date: