



Terms and Conditions
MCB Juice Seychelles

Terms of Service

PREAMBLE

Whereas

- The Mauritius Commercial Bank (Seychelles) Limited (“MCB Seychelles” or “The Bank”) has developed a Mobile Banking (“Juice”) system through which it provides Customers with access to selected banking services via the Internet on their mobile phone or other mobile devices (the “Device”) and comprising of service options, as detailed in the MCB Seychelles Mobile Banking Service terms and conditions accessible on the MCB Seychelles Website and which the Customer hereby declares having perfectly understood and agreed to;
- By completing the corresponding Mobile Banking Registration formalities electronically or at an MCB Seychelles branch, the Customer has requested MCB Seychelles to provide such Banking Service (“Juice”) through its Mobile Banking systems, which the Bank has agreed to.
- Juice application shall be available in French and English versions. The Customer shall select the language upon registration to Juice. However, the customer may at any one time change the set language through the menu setting directly, available in Juice.

I. DEFINITIONS AND INTERPRETATIONS

The following expressions used in this Agreement shall have, except where not appropriate in the context, the meanings as described hereunder. The headings in this Agreement are for convenience only and shall not affect their construction or interpretation. The plural shall include the singular; the masculine shall include the feminine and vice-versa. The terms “Registered Juice User” or the “Customer” shall be used interchangeably and refer to the same person.

Account Number: Any bank, card account number or card number pertaining to an Individual or Company.

API: Means Application Programming Interface.

Bank: Means **The Mauritius Commercial Bank (Seychelles) Limited or “MCB Seychelles”**

Device Pairing: Refers to the process of registering the Device as a trusted device for accessing Juice Application.

DFTL: Daily Funds Transfer Limit (DFTL) is the maximum amount that a Customer can transact on a daily basis on Juice.

Hardware: The Customer’s PC, modem, mobile phone, smartphone, tablet or any other equipment needed for appropriate access to and for optimal use of the Internet as carrier of «Juice».

Juice: Mobile Banking Services including Mobile Payment of The Mauritius Commercial Bank (Seychelles) Limited.

Juice Agent/Merchant: Reference to an «Agent/Merchant» refers to a non-individual/ Individual MCB Seychelles customer having successfully applied with MCB Seychelles to accept Mobile Payment Transactions in exchange of goods, services and cash transactions in exchange of cash.

Juice Application: Refers to native application versions of Juice, for iOS and Android platforms, which can be downloaded and directly installed on the Device.

Juice Beneficiary Registration: Automatic registration as beneficiary on Juice enabling a Registered Juice User to receive funds on the Registered Juice User’s chosen account through a Customer’s registered mobile phone number or email address.

Registered mobile phone number: Mobile Phone number registered in MCB Seychelles’s records pertaining to the Registered Juice User.

Login Password: The Login Password allocated by MCB Seychelles to the Customer which, when coupled with his User ID, gives him privileged access to selected Banking Services of MCB Seychelles and to his account(s), and as duly described in the MCB Seychelles Registration Form.

MCB IB: Internet banking services as provided by MCB Seychelles.

MNO: Mobile Network Operator.

mPIN: A four digit Mobile Pin (mPIN) set by the Customer which is paired exclusively to the Customer’s Device and used for authentication and validation purposes (applicable to Juice Application only).

Verification Code: The Verification Code is a system-generated code that is sent by SMS to the Customer’s mobile phone to complete the device pairing process.

OTP: One-time password (OTP) is a system-generated code sent by SMS to the Customer’s mobile phone or initiated from a security Token to confirm a Juice transaction, when amount is above the Threshold Limit.

Privacy Policy: Legal document accounting on the way customers’ data is gathered, disclosed and used.

Push Notification: Notifications sent to a Customer on his smartphone for informative or marketing purposes. This function may be disabled and enabled by the Customer through Juice settings at any one time.

Quick Response code (“QR code”): A two dimensional Bar Code containing information that can be read by a QR code reader to initiate the payment of good and services at Juice Merchants.

QR Code Reader: An application used in conjunction with the device's camera in order to interpret a QR Code.

Registered Juice user: Refers to the person who is an MCB Seychelles Account holder who has accepted the Terms & Conditions governing Juice services and who has successfully completed the enrolment process on Juice.

Security Token: The Security Token (also referred to as «Authentication Token») is a small hardware device that the Customer uses to confirm transactions on «MCB Seychelles IB» and while using Juice mobile web, if the Customer has opted to use such a device instead of the Transaction Password.

Threshold Limit: The Threshold limit is a cumulative daily transaction limit set by the MCB. Any transaction exceeding this threshold limit, except for Token Users & self-Account transfers, requires the use of an OTP to validate the transaction.

Token PIN: The computer-generated Personal Identification Number (PIN) allocated by MCB Seychelles to the Customer to authenticate him on his Security Token.

Fingerprint Reader: A fingerprint reader present on certain devices used as an authentication method to confirm a customer's identity.

User ID Code: The User Identification Code is a unique numeric code allocated by MCB Seychelles to the Customer. This User Identification Code enables Juice to identify each Customer upon access to Juice.

Visa: Visa is a card association facilitating electronic funds transfer throughout the world.

2. USE OF "JUICE"

2.1 Services and Transactions Offered

The services and transactions offered on Juice may include but are not limited to the following:

- Mobile Payment Services
 - Initiate Person to Person (P2P) Payments ("Transfer")
 - Pay an MCB Seychelles Agent in exchange of goods and services by means of a QR code reader or his mobile number ("Payment")
 - Send funds to a third party for Cardless Withdrawal at MCB Seychelles ATMs ("ATM")
- Offers section
- Bill Payment
- Cards Companion
- Account Summary & management
- Mobile Refill
- Juice recent transactions
- Push Notification
- Increase/Decrease DFTL
- Language Management

2.2 Upon due notification from the MNOs to The Bank, of the reallocation of inactive phone numbers, the Bank reserves the right, in its absolute discretion, to amend its records accordingly without the Customer's prior consent and terminate the Customer's subscription to Juice.

2.3 Mobile Payment Transactions are subject to a transaction limit agreed upon between MCB Seychelles and the Customer at the commencement of this Agreement and which may be varied from time to time.

2.4 The Bank shall not under any circumstance interfere with or accept responsibility for any disputes arising in respect of goods or services acquired through a Mobile Payment Transaction.

3. AVAILABILITY

3.1 Juice shall be available, unless otherwise advised by MCB Seychelles to the Customer from time to time, 24 (twenty-four) hours a day and 7 (seven) days a week.

3.2 The above-mentioned operation hours may be varied and suspended by MCB Seychelles without notice although in such cases MCB Seychelles shall endeavour to advise the Customer as soon as may be reasonably practical, by whatever means MCB Seychelles may deem appropriate and fit.

3.3 The date and time referred to on the MCB Seychelles website or on any other document relating to the Juice services shall be the date and time prevailing in the Republic of Seychelles.

4. CONDITIONS OF USE OF “JUICE”

The Customer acknowledges that:

- 4.1 To start using the Juice Application, the customer must first download the Application from Google Play Store, Huawei App Gallery or App Store and register himself using either his Debit card or Credit card credentials.
- 4.2 Upon registration, the Customer shall perform the device pairing process on his Device:
 - 4.2.1 Log in on the Juice application using his Debit Card or Credit Card credentials
 - 4.2.2 Accept the Terms and Conditions of the present Agreement
 - 4.2.3
 - i. Select the Daily Funds Transfer Limit (DFTL), which is the maximum amount a Customer can transact on Juice on a daily basis, applicable only for newly registered customers
 - ii. Customer shall be able to increase or decrease his DFTL limit from a minimum of SCR 10,000 and up to a maximum of SCR 50,000 through the menu settings in Juice. The DFTL limits options may change without prior notice.
 - 4.2.4 Select the account number to be credited with regards to the Juice Beneficiary registration.
 - 4.2.5 Confirm the mobile phone number as per the Bank's records. A Verification Code shall be generated and sent by SMS to the Customer on his mobile phone to validate the confirmed mobile number to complete the device pairing process.
 - 4.2.6 Enter the Verification Code received by SMS.
 - 4.2.7 Set and confirm his mPIN.
 - 4.2.8 Confirmation message displayed for successful registration.
- 4.3 The device pairing process is applicable only for accessing the Juice application on a mobile device.
- 4.4 If the transaction amount exceeds the Threshold Limit set by the Bank, an OTP shall either be sent by SMS to the Customer's mobile phone or initiated from the Security Token to complete a transaction on Juice.
- 4.5 The Registered Juice User has the possibility to pair multiple mobile devices for accessing the Juice application. However, only one active session can be run on a paired device at a point in time.
- 4.6 Depending on the Registered Juice User profile, the Customer shall be mandated by MCB Seychelles to confirm a transaction by using either OTP, Security Token or mPIN or by any other means that MCB Seychelles may deem fit.
- 4.7 Certain functionalities shall need to access information on the Customer's device to work. By using such functionalities, the Customer consents to the application accessing his device and information. The Customer may also manage how the application accesses his device or information using privacy settings on his mobile device (for iOS and Android).
- 4.8 The Registered Juice User shall ensure, before accessing Juice, that his smartphone, mobile phone, tablet or any other applicable Device is not equipped with any User ID and Password memorising facility.
- 4.9 The use of and/or downloading of any file/software from the Internet, be it from Juice 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 which, in all cases, shall be considered as "third party software".
- 4.10 The Customer hereby authorises MCB Seychelles to debit the different accounts upon which the Customer is entitled to access and transact, with the amount of any such transaction effected through Juice together with any fee related thereto.
- 4.11 The Customer hereby formally agrees to indemnify MCB Seychelles against any claim, liability, or action whatsoever against it, in connection with the use of Juice.
- 4.12 The Customer hereby agrees to receive promotional offers and notifications from MCB Seychelles on Juice application.
- 4.13 MCB Seychelles shall have the absolute discretion in selecting the type of offers sent to the Customer.

5. ASSIGNMENT

- 5.1 The Customer shall not assign any of its rights or obligations in the present Agreement, in any circumstances whatsoever without the prior written consent of MCB Seychelles.

6. LIABILITY OF MCB Seychelles

- 6.1 Any data received by MCB Seychelles which has been authenticated by means of any static transaction password or mPIN or Security Token or OTP within Juice shall be duly relied upon by MCB Seychelles as being authenticated by the Registered Juice User. MCB Seychelles may accept as valid and duly authorised by the Registered Juice User any form of instruction, data and/or message received through Juice 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 MCB Seychelles shall incur no liability whatsoever with respect to the performance and execution by it, of any of such instruction, data and/or message.
- 6.2 MCB Seychelles shall not incur any liability if it is unable to perform its obligations under this Agreement due directly or indirectly to the failure or breakdown of any machine, data processing system, transmission link or any medium of access to Juice.
- 6.3 In cases of any payment/transfer instructions, MCB Seychelles shall be under no obligation to match the beneficiary's credentials with the details provided by the Registered Juice User. In case of discrepancy, the destination account number, as instructed by the Registered Juice User shall prevail.

- 6.4 MCB Seychelles shall not be bound to effect any payment in accordance with any instruction received by MCB Seychelles through Juice unless:
- 6.4.1 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.
- 6.5 The Customer's instructions are irrevocable and unconditional and cannot be altered, modified, amended, restrained or extended by the Customer.
- 6.6 The Customer agrees that MCB Seychelles shall not, in any circumstance, be bound to ensure that the payment to, or receipt of funds from a third party can be effected at any particular time or within any particular time limit.
- 6.7 If MCB Seychelles acts upon any instruction received via Juice and thereby provides Banking Services 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.
- 6.8 MCB Seychelles shall not be liable in any circumstances whatsoever for any loss or damage that the Customer may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such a software in accordance with clause 4.9. Furthermore, MCB Seychelles shall not accept any responsibility in connection with the suitability, performance or security aspect of such software.
- 6.9 MCB Seychelles 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 or the recipient's country.
- 6.10 MCB Seychelles shall not be bound to inquire into the authority of the person using his mPIN via Juice application or IB credentials via mobile web to access Juice and using OTP, mPIN, Transaction Password or Security Token to transact regarding the different accounts upon which the Customer is entitled to access and transact, or to apply for a service or to give any instruction.

7. DUTIES AND LIABILITIES OF CUSTOMER

- 7.1 Juice gives the Registered Juice User access to his account and it is therefore recommended that the Customer keeps his mobile device secure and log out from Juice if he is not using it. It is the Customer's responsibility to use the 'Switch User' functionality if a third party needs to use the Juice application on his mobile, and MCB Seychelles shall in no circumstances whatsoever, be held liable therefore.
- 7.2 The OTP shall, at all times, be sent to the mobile number provided to the Bank by the Customer and displayed during the confirmation process.
- 7.3 The Registered Juice User shall nevertheless be liable to MCB Seychelles for any transaction effected through Juice by any other person who acquired possession of the Customer's mobile device whether it is with or without the Customer's consent before such notification is received by MCB Seychelles, as if he had used it himself.
- 7.4 If the Customer suspects that a third party knows his password or other security details, he must immediately change his Login Password or mPIN, or alternatively contact MCB Seychelles on (248) 428 4555 (24 hr service) for assistance. If the Customer fails to do so, he shall be liable for any unauthorised transactions effected on his account which are, as a result of his security details, becoming known to a third party.
- 7.5 It is the sole responsibility of the Customer to inform MCB Seychelles of any change in the mobile number originally communicated to MCB Seychelles and registered with MCB Seychelles.
- 7.6 The Customer understands and agrees that in order to access Juice effectively he shall:
- 7.6.1 Obtain by his own means and maintain the appropriate hardware and software.
- 7.6.2 Duly take cognizance of the user guide and security information as may be amended from time to time by MCB Seychelles and available on the MCB Seychelles Website, and undertake to carefully adhere to the recommended procedures.
- 7.7 Any failure on the part of the Customer to follow the security procedures referred in the present Agreement shall amount to a breach of the present Agreement whereby MCB Seychelles shall not be held liable, should any transaction be performed and/or any instruction, data or message be transmitted through the Customer's login credentials.
- 7.8 The Customer shall be solely liable for any expenses, loss or damage that MCB Seychelles 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 4.9.
- 7.9 The Customer further formally and irrevocably agrees that MCB Seychelles shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay or non-performance arising out of:
- 7.9.1 Failure by the Customer to adhere to the present Terms and Conditions or the Customer being in contravention of any law or regulation for the time being in force or the Customer having furnished incorrect information during the Juice application process.
- 7.9.2 Possession, use, abuse, misuse and manipulation by the Customer of any third party software.
- 7.9.3 Failure by MCB Seychelles to execute any instructions from the Customer as a result of causes beyond the MCB Seychelles's control ("force majeure"), including but not limited to fire, storm, flood, explosion, vandalism, sabotage, strikes or other labour disputes, whether involving the MCB's employees or not, acts of God, war, riots or other civil disturbances, intervention of any government or other authority or failure of or fluctuation in any power supply.
- 7.9.4 Unavailability or disruption of Juice due to circumstances mentioned in sub-clause 7.9.3 above or for any other reason.
- 7.9.5 Any consequential, indirect or circumstantial losses including but not limited to loss of profits, contracts or financial losses howsoever caused or arising.
- 7.9.6 Failure or malfunction of any Security Token, hardware or software used by the Customer to access Juice.
- 7.9.7 Unauthorised access to the Customer's account/s or any breach of security procedures laid down therein.
- 7.9.8 Use, misuse, abuse, malfunction or failure of the Customer's internet access or hardware.

Furthermore

7.9.9 The Customer shall not send money for illegal, unlawful, or fraudulent activities.

7.9.10 It is the sole responsibility of the Customer to initiate the transaction with the correct card account number and correct amount.

7.9.11 It is the sole responsibility and duty of the Customer to examine the transactions posted on his accounts and to promptly notify MCB Seychelles of any unauthorised transactions.

8. mPIN

- 8.1 The mPIN shall be a four digit personal identification number (PIN) set by the Registered Juice User which can be changed by the latter through the Juice application.
- 8.2 The mPIN is essential to log on the Juice application and perform transactions. The Registered Juice User shall, in all circumstances, keep his mPIN secret and not impart it to any person whatsoever.
- 8.3 If the mPIN has become known to any person other than the Registered Juice User, the latter shall notify the MCB Seychelles immediately on (248) 428 4555 (24hr service).
- 8.4 The Customer shall have the possibility to change his mPIN on the Juice application.
- 8.5 MCB Seychelles shall never contact a Juice registered customer to request his security credentials. If the Customer 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 Juice and the use of the credentials and security details such as the Login Password, his User ID, his Token PIN, his mPIN and his OTP. The Customer should report any such activity to the MCB Seychelles immediately on (248) 428 4555 (24hr service).

9. SECURITY TOKEN

- 9.1 The Security Token shall at all times remain the property of MCB Seychelles and the Customer shall not in any circumstance whatsoever obtain any rights over same.
- 9.2 The Customer acknowledges that:
 - All Passwords and Token PINs, as must be amended by the Customer, should be kept secret and should not be imparted or communicated to any person whomsoever.
 - The Customer shall ensure, before accessing Juice, that his Internet browser, PC, smartphone, mobile phone, tablet or any other applicable equipment is not equipped with any User ID and Password memorising facility whatsoever.
- 9.3 The Customer shall immediately notify the MCB Seychelles upon becoming aware that his Passwords, Token PINs or Security Token may have fallen into the hands or made known to any person other than himself.
- 9.4 The Customer shall nevertheless be liable to the MCB Seychelles for any transaction effected by any such third party through the use of his Security Token and Token PIN prior to the formal notification to the Bank, as if he had used it himself.
- 9.5 In case of loss or irreparable damage, a new Security Token shall be issued and a fee equivalent to its price prevailing at the time of replacement shall be debited from the account initially designated by the Customer without prior notice from MCB Seychelles.
- 9.6 Should the Customer request the cancellation of the Security Token, he shall use the appropriate cancellation form and accordingly return the Security Token back to MCB Seychelles.
- 9.7 In case of cancellation of the Security Token, all fees and charges already paid in connection with the use of the Security Token shall be automatically forfeited and no refund shall be made to the Customer in that respect.
- 9.8 Any data received by the MCB Seychelles which has been authenticated by means of any static transaction password or mPIN or Security Token or OTP within Juice shall be duly relied upon by MCB Seychelles as being authenticated by the Customer registered with the MCB Seychelles. MCB Seychelles may accept as valid and duly authorised by the Customer any form of instruction, data and/or message received through Juice 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 the MCB Seychelles shall incur no liability whatsoever with respect to the performance and execution by it, or any of such instruction, data and/or message.
- 9.9 MCB Seychelles shall not incur any liability if it is unable to perform its obligations under this Agreement due directly or indirectly to the failure or breakdown of any machine, data processing system, Security Token, transmission link or any medium of access to Juice.

10. FINGERPRINT AUTHENTICATION

- 10.1 These Terms and Conditions (“Terms”) apply to and regulate the use of the Juice Fingerprint Authentication service or for any other services/ transaction that may be provided/completed through the Touch ID option offered by MCB Seychelles (“the Bank” or “we”). By undergoing the registration process to use the Juice Touch ID service, the Customer accepts and agrees to these Terms and Conditions. In case the Customer does not accept these Terms and conditions, he shall not use the Juice Fingerprint Authentication option.
- 10.2 The Juice Touch ID service is a service where the Customer may use his fingerprint registered on a mobile device “in lieu” of his mPIN as a security measure to confirm his identity to access Juice.
- 10.3 The Juice touch ID service is provided as part of the Bank’s electronic banking services, and accordingly:
- i. The Bank in its sole discretion may stop to provide the service at any time without prior notice.
 - ii. The Bank may add and/or make amendments with regards to the Juice Touch ID service in accordance with clause 20.2 of the Juice Terms of Service governing Juice.
- 10.4 Customer acknowledgement
- The customer acknowledges and agrees that in order to use the Juice touch service:
- i. The Customer must be a user of Juice mobile banking service;
 - ii. The Customer must install Juice mobile app using a mobile device;
 - iii. The Customer shall possess a mobile device featuring a fingerprint sensor, a fingerprint scanner and which shall have the ability to store fingerprints.
 - iv. The Customer shall need to activate the fingerprint recognition function on his mobile device and register at least one of his fingerprints to control access to the mobile device;
 - v. The Customer shall be required to undergo a registration process using his Juice mPIN in order to choose to use his fingerprints stored on Customer’s mobile device for accessing Juice. Upon the successful registration process, the fingerprints stored on his mobile device shall be a security code;
 - vi. The Customer must 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 Juice and thus including access to his accounts and to any Banking Services attached to Juice.
 - vii. 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 on the mobile device.
- 10.5 The Customer may still choose to access Juice using the mPIN option.
- 10.6 Each time Juice detects the use of a fingerprint registered on a mobile device on which the Customer has registered for the Juice Touch ID service to access Juice or authorise transactions, he shall be deemed to have accessed Juice and/or instructed the Bank to perform such transactions as the case may be.
- 10.7 The Customer acknowledges that the authentication is performed by Juice by interfacing with the fingerprint authentication module on the mobile device and that he agrees to the authentication process.
- 10.8 The Customer can deactivate the Juice Touch ID service at any time through Juice.
- 10.9 The Customer shall immediately inform the Bank, if in his knowledge, the security of his fingerprints 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, cease the use of the Juice Touch ID service or any other measures as the Bank may think fit.
- 10.10 The Customer acknowledges and agrees that, for the purposes of the Juice Touch ID service, the mobile app shall access the fingerprint registered in his mobile device, and hereby gives his consent to the Bank for accessing and using such information for the provision of the Juice Touch ID service.
- 10.11 The Customer understands the need to protect his mobile device and shall be responsible for all transactions effected through Juice (whether authorised by him or otherwise).

In Addition

- 10.12 The Customer understands that the fingerprint authentication module of the mobile device is not provided by the Bank, and the Bank shall make no representation or warranty as to the security of the fingerprint authentication function of any mobile device and whether it works in the way that the manufacturer of the device represents.
- 10.13 The Bank does not represent or warrant that the Juice Touch ID service shall be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that MCB Seychelles may offer from time to time.
- 10.14 MCB Seychelles shall not be liable for any loss incurred by the Customer in connection with the use or attempted use of the Juice Touch ID service, or his instructions, or any unauthorised transactions through or in connection with the Juice Touch ID service.
- 10.15 The Customer shall indemnify MCB Seychelles from all loss and damage which MCB Seychelles may incur in connection with any improper use of the Juice Touch ID service.

11. PAYMENT THROUGH QR CODE

- 11.1 The QR code reader shall be available to the Customer through the “Pay a Merchant” module and the Juice Home Screen and shall be used in relation to the payment of a Juice Merchant in exchange of goods and services.
- 11.2 The QR code reader is provided as part of the bank’s electronic banking services and as such:
 - i. The Bank in its sole discretion may stop to provide the service at any time without prior notice.
 - ii. The Bank may add and/or make amendments with regards to the QR code reader service in accordance with clause 20.2 of the Juice Terms of service governing Juice.
- 11.3 The QR code reader shall work in conjunction with the device camera.
- 11.4 The customer shall permit the utilisation of the QR code reader at the first launch of the QR code reader application.
- 11.5 The use of the QR code reader shall represent the customer’s acceptance of the terms and conditions governing the use of the QR code reader and the use of Juice application.
- 11.6 The QR code reader shall autofill the name of the accredited Juice merchant and its Juice Payment mobile phone number.
- 11.7 Liability of MCB Seychelles
 - i. MCB Seychelles shall not be liable for any defect of the QR code reader and/or the Juice Accredited Agent QR code and of the consequences thereof, except for gross negligence or willful misconduct.
 - ii. MCB Seychelles shall not hold any responsibility in the suitability or non-suitability of the customer device’s camera with regards to the reading of a QR code.
- 11.8 Liability of Customer
 - i. The customer shall be responsible for getting accustomed to the use of the QR code reader.
 - ii. The customer shall be responsible for the correct maintenance of any peripheral devices/ mobile devices used in relation to the reading of QR codes.
- 11.9 Limitation of Liability
 - i. MCB Seychelles shall not be liable in any circumstances whatsoever for any loss or damage that the Customer may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of the QR code reader, and any instruction received by MCB Seychelles for the completion of a transaction initiated through the use of the QR reader shall be governed in accordance with clause 11.8.

12. LOSS OR THEFT OF MOBILE PHONE

- 12.1 The Registered Juice User shall immediately report to MCB Seychelles on (248) 428 4555 (24hr service) any loss or theft of the mobile device, including any suspected abstraction by any third party whatsoever.
- 12.2 In case of loss, theft or suspected theft of the device, MCB Seychelles may further require the Registered Juice User to report same to the Police and to supply to MCB Seychelles proof that such report has been made.
- 12.3 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 MCB Seychelles shall be conclusive.
- 12.4 MCB Seychelles shall in no circumstances whatsoever, be held liable for any loss, damage resulting from any notification made by phone, telegram, telex, fax or otherwise, which might not emanate from the Registered Juice User.
- 12.5 Report of the loss, theft, suspected theft or abstraction of the mobile device shall in no way affect any transaction effected prior thereto or those already settled by the MCB Seychelles or debited to the Registered Juice User’s account.

13. COPYRIGHT AND RELATED RIGHTS

- 13.1 Notwithstanding the provisions of clause 4.9, the use of third party software shall be governed by the provisions contained in The Copyright Act No. 2 of 2014 as may be amended from time to time.
- 13.2 In certain jurisdictions outside the Republic of Seychelles, 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 Seychelles shall rest solely upon the Customer.
- 13.3 The Customer shall not be entitled to alter, amend or countermand any instruction which shall have been duly received and implemented by MCB Seychelles. Any instruction sent by the Customer in conformity with this present Agreement and the existing procedures to this effect shall be irrevocable and binding upon the Customer.

14. COMMISSION/FEES/CHARGES

- 14.1 Fees (the "Fees") mentioned in this section do not include charges for any banking and/or other services provided by MCB Seychelles and pertaining to requests submitted by the Customer through Juice.
- 14.2 The Customer shall pay to MCB Seychelles the Fees agreed upon between MCB Seychelles and himself at the commencement of this Agreement and which may be varied from time to time in accordance with clause 16.6 hereunder. Such Fees shall also be varied if the Customer agrees to utilise additional services subsequent to the date of this Agreement. Any additional charge in respect of such additional service shall be due and payable on the date of its notification to the Customer.
- 14.3 Payment of Fees, if any, shall be effected exclusively through the debit of the bank account which the Customer shall duly indicate to that purpose. MCB Seychelles shall accordingly be entitled to debit that account with the amount of Fees relating to the use of MCB Seychelles IB/Juice.
- 14.4 The Customer shall, during the currency of this Agreement and so long as the present Agreement remains binding upon him, neither revoke this authority nor close the account indicated in clause 16.3 above for the payment of Juice Fees without the formal written consent of MCB Seychelles.
- 14.5 Where applicable, if fees are not paid in accordance with this Agreement, MCB Seychelles shall be entitled to charge interest before as well as after having obtained a judgment in its favour. Such interest shall be at the rate of 3% per annum above the prime lending rate prevailing at MCB Seychelles at the time of default payment on the amount due.
- 14.6 Without prejudice to clauses contained herein, MCB Seychelles may in its sole and absolute discretion, at any time and after having given at least thirty (30) days' written or electronic notice, may review Fees applicable under this Agreement. Any such variation shall come into effect on the date specified in the notice unless the Customer, thirteen (13) days before such date, provides MCB Seychelles with a written or electronic notice terminating this Agreement on such date specified by him.

15. CONVERSION OF TRANSACTIONS

- 15.1 For transactions effected in any currency other than the currency of the initiator's transaction account, the transaction shall be converted to the currency of the Customer's account at MCB Seychelles's prevailing rate on the processing date.
- 15.2 A conversion fee, the amount whereof shall from time to time be fixed by the MCB for transactions effected in any currency other than the sender's account currency.

16. COMMUNICATION OF INFORMATION TO THIRD PARTIES

- 16.1 MCB Seychelles shall be entitled, subject to the applicable laws and regulations of the Republic of Seychelles, to communicate to other financial institutions, any information relative to the Customer in case of improper or fraudulent use of any Juice service.

17. TERMINATION OF AGREEMENT

- 17.1 Either party shall be entitled to terminate this Agreement by giving thirty (30) days' prior notice to the other.
- 17.2 The Bank also reserves the right to cancel the service if the Customer has not logged in on Juice for a period of twelve (12) consecutive months.
- 17.3 However, MCB Seychelles shall be entitled to terminate this Agreement immediately upon any breach of this Agreement by the Customer or when the Customer's accounts are not maintained in such a manner to the full and complete satisfaction of MCB Seychelles.
- 17.4 Termination of this Agreement, howsoever occasioned, shall not prejudice or affect any accrued rights or liabilities of either party hereunder nor shall it affect any provision which is intended to apply after such termination.

18. MODIFICATIONS TO CONDITIONS OF THE PRESENT AGREEMENT

- 18.1 By accepting to access Juice through the use of his mPIN or his fingerprint authentication and his login password, the Customer binds himself formally and irrevocably to the Terms and Conditions herein contained.
- 18.2 MCB Seychelles reserves the right to vary the terms of this Agreement which includes the modification, amendment, alteration, restraint or extension of any of the selected banking services offered through Juice. MCB Seychelles shall accordingly provide thirty (30) days' prior notice to the Customer by such means as MCB Seychelles shall think fit. Any such variation shall become effective upon such notification.
- 18.3 MCB Seychelles 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 such variation being made by MCB Seychelles.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement shall be governed by and construed in accordance with the Laws of the Republic of Seychelles and any dispute arising in connection with the interpretation and/or fulfilment of this Agreement shall be submitted to the exclusive jurisdiction of the competent courts within the Republic of Seychelles.
- 19.2 The Terms and Conditions shall be those existing at the time of the transaction taking place. The Customer dealing outside the Republic of Seychelles should be aware of the local laws of the country from which he is operating on Juice 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 MCB Seychelles Website, in contravention with any local or national laws of that country.

20. GENERAL CONDITIONS

- 20.1 In the event whereby a joint account is included in the Customer's list of accounts, MCB Seychelles shall record that the account in Juice may be operated individually by any one of the joint account holders.
- 20.2 Where MCB Seychelles has accepted to include a joint account as per conditions set out here above, all undertakings and liabilities of the Customer on that account under the present Agreement shall "ipso facto" be construed as being "joint and in solido" undertakings and liabilities of each of the joint account holders and any reference herein to the Customer shall mean any one or more of them.

21. CUSTOMER ACKNOWLEDGMENT AND DECLARATION

- a. The Customer acknowledges that he has been duly informed of the MCB Seychelles Privacy Policy and Dispute Resolution Mechanism available on mcbseychelles.com respectively.
- b. The Customer declares and warrants that all information provided to MCB Seychelles in the context of his subscription and registration to Juice is true, complete and accurate to all intents and purposes.
- c. The Customer shall advise the Bank in writing within three (3) working days of any change in the information provided by him as per above.

The Mauritius Commercial Bank (Seychelles) Ltd.

Caravelle House, Manglier street, P.O. Box 122 – Victoria, Mahé, Seychelles T: +248 428 45 55
E: contact@mcbseychelles.com SWIFT Code MCBLSCSC www.mcbseychelles.com