

ADDITIONAL CARDHOLDER

Please complete this section if you want us to issue a second card to another person (e.g. your spouse or children) as an Authorised User of your MCB Seychelles Card Account. Remember that as a principal cardholder, you will be liable for any usage by your authorised user.

Title: Family name: _____

First name(s): _____

Name to appear on card:

NIN:

Date of birth: Day Month Year

Valid Passport no. (Expatriates only): Nationality: _____

Home address: _____

Relationship with Primary applicant: _____

ACCOUNT SETTLEMENT DETAILS

I hereby authorise The Mauritius Commercial Bank (Seychelles) Ltd to debit my Current/Savings Account no. and credit my MCB Seychelles Credit Card Account with either:

5% 10% 15% 20% 25% 50% Full amount

The payment will be effected as from the 25th of each month until further notice.

CARD COLLECTION

At which branch do you want to collect your card? _____

CARD SMS SERVICE (Optional)

I/we hereby opt for and subscribe to MCB Seychelles' Cards SMS Services and authorise MCB Seychelles to notify me/us of any information pertaining to the Card by the means of Short Message Service (SMS) to the mobile phone number as indicated in the present application form. I/we undertake to promptly inform MCB Seychelles of any change in the aforesaid mobile number, or in the case of loss and/or theft of the mobile phone. It is understood and agreed that MCB Seychelles disclaims all liability for any damage and/or loss arising whether directly or indirectly with the use of the Cards SMS Services.

I wish to apply for the card SMS service.

CUSTOMER DECLARATION

I/we confirm that the above information is true and I/we agree to be responsible for all transactions made through the Card. I/we authorise you to make any queries deemed necessary in connection with this application. I/we agree to all Terms and Conditions of the agreement overleaf, a copy of which has been provided to me/us and I/we undertake to abide thereto.

Date: _____

Signature (Primary Cardholder)

Signature (Supplementary Cardholder)

BRANCH USE ONLY

Staff Name: _____ (S) _____
Employee Branch: _____ Campaign Code: _____
Check List (Please tick): Signature Yes No Supporting Documents Included Yes No
Primary Cardholder CIR: _____ Supplementary Cardholder CIR: _____
Remarks: _____
Account Executive Code: _____ Sent on: _____

CREDIT MANAGEMENT TEAM

Approved Rejected
Reference: _____
Credit Limit: _____ Product: MCB Seychelles **VISA** Classic Gold
Approved by: _____ Signature: _____
Remarks: _____ Sent on: _____

CARDS BU USE ONLY

Received on: _____
Primary Card No.: _____ Product: MCB Seychelles **VISA** Classic Gold
Supplementary Card No.: _____
Input by: _____ Verified by: _____
Signature: _____ Signature: _____
Date: _____ Date: _____

CARD RULES AND REGULATIONS

PREAMBLE

- A. Whereas The Mauritius Commercial Bank (Seychelles) Ltd (hereinafter referred to as MCB Seychelles), issues MCB Seychelles Cards, to its customers whose application to this effect shall have been received and accepted,
- B. Whereas the customers to whom MCB Seychelles Cards are issued, that is, "The Cardholders", are bound formally by the Terms and Conditions,
- C. Whereas The Cardholders unreservedly accept that the present terms and conditions may be amended from time to time and at any time, they shall be notified of such amendments 30 days beforehand and that unless MCB Seychelles Cards are returned by them within 15 days of such notification, they shall be deemed to have accepted the said amendments and be bound thereby,
- D. Whereas MCB Seychelles shall have the right to terminate this agreement, with immediate effect upon any material breach or violation by The Cardholder of any obligation contained herein.

NOW THEREFORE, it is covenanted and agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 "The Card" means MCB Seychelles Visa Card issued by MCB Seychelles to its customers.
- 1.2 "Credit Card Account or Card Account" means the special account attached to the specific card/s issued to the Cardholder.
- 1.3 "Principal cardholder" means the customer who has been issued any one or more of MCB Seychelles Cards and on whose name the Card Account has been opened.
- 1.4 "Additional cardholder" means any person to whom the Principal Cardholder has asked MCB Seychelles to give a Card to so that the Additional Cardholder may use the Principal Cardholder's Card Account.
- 1.5 "Credit Limit" is the maximum amount MCB Seychelles allows the cardholder to deal with the Card Account at any time.
- 1.6 The "PIN" means the Personal Identification Number allotted by MCB Seychelles to the cardholder
- 1.7 "ATM" means Automated Teller Machine.
- 1.8 "POS" means Point of Sales.
- 1.9 "Transaction" means any purchase made or cash advance obtained by the cardholder or an additional cardholder using the card or card number.

2. PURPOSE OF THE CARD

- 2.1 The Card is accepted in Seychelles and abroad and enables its holder:-
 - (i) To pay for goods and services supplied by merchants displaying the sign corresponding to that appearing on his/her Card.
 - (ii) To withdraw banknotes in Seychelles in local currency and abroad in the currency of the country concerned from member banks, financial institutions, merchants and automated teller machines (ATMs) displaying the following sign:- the VISA and/or PLUS sign/s for the Visa Card.
- 2.2 The Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by the local law applicable in the cardholder's jurisdiction.

3. ISSUE OF THE CARD

- 3.1 MCB Seychelles shall issue the Card to those customers whose application to that effect shall have been accepted and after the opening of the corresponding Credit Card Account.
- 3.2 The Card is strictly personal and must, for its validity be signed by the cardholder before use.
- 3.3 The cardholder agrees that the issuance of the Card may be tied up with security deposit in the form of a lien/pledge on his savings/fixed deposit account and that such lien/pledge is hereby constituted on the relevant account.
- 3.4 The cardholder agrees that the lien/pledge will only be waived after final settlement of Account as provided in Clause 14.4.

4. THE PIN

- 4.1 A default PIN shall be allotted by MCB Seychelles to the cardholder and notified confidentially to him and he shall have the possibility to alter it on one of MCB Seychelles' ATMs. The PIN shall be despatched separately from the Card.
- 4.2 The PIN is essential to withdraw banknotes from ATMs and pay for goods at POS terminals. The cardholder shall, in his own interest, keep his PIN secret, not impart it to any person whatsoever, memorise and destroy the PIN notification promptly. Accordingly, the cardholder shall never write the PIN on the Card or on anything usually kept with it.
- 4.3 If the PIN has become known to any person other than the cardholder, the latter shall notify MCB Seychelles Card Business Unit (BU) immediately on the **(248) 4 284 587/4 284 588** (24hr service). The cardholder shall nevertheless be liable to the MCB Seychelles for any transactions effected with the use of the Card by any other person who acquired possession of it with or without the cardholder's consent before such notification is received by MCB Seychelles Card BU as if he had used it himself.

5. CREDIT LIMIT

- 5.1 MCB Seychelles shall assign a credit limit to the Credit Card Account which must be strictly observed. The cardholder may however apply for a review of his credit limit at any time, which credit limit shall be approved by MCB Seychelles and at the latter's sole discretion.
- 5.2 MCB Seychelles may revise the credit limit from time to time and communicate with the cardholder beforehand. Where it proposes to increase the credit limit extended to the cardholder, MCB Seychelles shall give prior notice thereof to the cardholder and the latter shall have the right to refuse the proposed increase. Likewise, the cardholder shall have the right to request MCB Seychelles to reduce his credit limit.
- 5.3 By signing the application form, the cardholder authorises MCB Seychelles to make any queries it deems necessary for the purpose of credit assessment when revising the credit limit.
- 5.4 In computing whether the credit limit has been exceeded MCB Seychelles shall take into account the amount of any card transactions not yet debited to the Credit Card Account and of any authorisation given by MCB Seychelles to a third party in respect of a prospective card transaction.

6. USE OF THE CARD

- 6.1 The Cardholder is entitled to use his Card for the purposes set out in clause 2 above.
- 6.2 The cardholder undertakes to exercise the utmost care to prevent the Card from being lost or stolen.

- 6.3 Before effecting any transaction the cardholder must ensure that he has sufficient funds standing to the credit of his Credit Card Account or that the transaction is within the credit limit set by MCB Seychelles.
- 6.4 The transaction amount effect at ATMs along with all related charges shall be debited to the cardholder's credit card account.

7. SPECIAL PROVISIONS RELATING TO THE RUNNING OF THE ATMs

- 7.1 The ATMs' records or their reproduction on a computer-base shall be conclusive and irrefutable evidence of the amounts withdrawn by the cardholder entitling MCB Seychelles to debit such amounts to the cardholder's Credit Card Account.
- 7.2 MCB Seychelles and the firm responsible for the maintenance of the ATMs shall in no circumstances be liable for the malfunction, temporary breakdown or misuse of the ATM, which may result in the retention of the Card or its being torn or destroyed.

8. CASH WITHDRAWALS FROM OTHER BANKS AND FINANCIAL INSTITUTIONS ABROAD

- 8.1 Cash withdrawals by means of the Card from banks and financial institutions abroad displaying the Visa logo shall require the presentation of the cardholder's passport (internationally) or National Identity Card (in Seychelles). The bank or financial institution concerned shall, prior to effecting payment, seek and obtain the authorisation of MCB Seychelles. As a result, delays may occur before the withdrawal is effected.
- 8.2 The cardholder shall also when using the Card to obtain money sign a Cash Advance Voucher. Any Cash Advance Voucher bearing the imprint of the Card shall entitle the bank or financial institution to make the payment aforesaid even if the Cash Advance Voucher is unsigned.

9. PAYMENT FOR GOODS AND SERVICES

- 9.1 Payment shall be evidenced by a Sales Voucher issued by the merchant and duly signed by the cardholder or authenticated by a PIN.
- 9.2 The cardholder shall sign a Sales Voucher or insert his/her PIN when using the Card to purchase goods and services. However failure to do so shall not relieve him from liability for payments effected by MCB Seychelles for his account through the use of the Card, and the POS voucher shall entitle MCB Seychelles to effect the payment aforesaid, whether or not it is signed by the cardholder.
- 9.3 Any claims or disputes between the cardholder and the supplier of goods or services supplied with the use of the Card shall be deemed to be irrelevant to MCB Seychelles' claim and right to receive payment from the cardholder in terms hereof. Under no circumstances shall the cardholder have a claim against MCB Seychelles or the right to refuse payment for any reason whatsoever in the event of a dispute arising between the cardholder and the supplier of any goods or services acquired with the use of the Card or card number. However, MCB Seychelles shall be entitled and undertakes to provide all necessary information relating to the use of the Card to the cardholder.
- 9.4 MCB Seychelles shall not be liable for the refusal by any retailer or any bank or financial institution, to accept or honour the Card.
- 9.5 Where a merchant becomes liable to make a refund to a cardholder, MCB Seychelles shall credit the Credit Card Account with the amount to be refunded either on receipt of a Credit Voucher issued by the merchant or on receipt of a letter

from the merchant requesting such a refund.

10. METHODS OF SETTLEMENT

- 10.1 The card shall allow credit facilities to the cardholder and the credit limit shall be periodically communicated to him on his bank statement.
- 10.2 MCB Seychelles shall send by post or by electronic mail to the principal cardholder, to the address given by him, a monthly statement of all transactions effected. The non-receipt by the cardholder of the relative monthly statements does not, in any way, discharge the cardholder from the payments obligation as laid down in Clause 10.3 below.
- 10.3 The debit balance of the cardholder's Credit Card Account shall be settled in one of the following ways as selected by the cardholder:
- (i) Payment in full of the amount due, or
 - (ii) Mandatory minimum payment as shown on the cardholder's statement.
- 10.4 The cardholder shall effect the payments referred to in Clause 10.3 above in accordance with usual MCB Seychelles procedures. For MCB Seychelles customers an **Automated Payment Order (APO)** shall be established at no cost to the cardholder and shall be carried out by MCB Seychelles subject to the current/savings Account to be debited showing a sufficient available balance on payment due date.
- 10.5 The cardholder is allowed a revolving credit, which consists in his credit facility being adjusted by an amount equivalent to each refund effected by him within his overall credit limit. The cardholder shall, in no circumstances, exceed the authorized credit limit.
- 10.6 The debit balance of the cardholder's Credit Card Account shall be charged with interest at such rate as may from time to time be fixed by MCB Seychelles, and computed on the daily debit balance following a fifteen-day grace from the date of his monthly statement. The cardholder shall be entitled to the fifteen-day grace, provided he settles the full outstanding amount before the end of that period. Any Cash advance resulting in a debit balance shall carry interest at the ruling rate as from transaction date. The applicable interest rate shall be displayed in MCB Seychelles banking halls and on MCB Seychelles website.
- 10.7 Transactions effected in foreign currency shall be converted into Seychelles rupees on the date the transaction is processed, the transaction shall be converted at the international rate applicable on processing date by Visa International inclusive of the applicable/current mark up. In addition MCB Seychelles shall include a charge on the conversion amount as referred to in Clause 18.4 below.
- 10.8 The cardholder must pay the bank immediately (and in full):
- (i) Any late mandatory minimum payment.
 - (ii) Any amount the cardholder has spent exceeding his credit limit.
 - (iii) The amount of any transaction which causes this agreement to terminate. In addition to these sums the cardholder may incur a penalty charge.
- 10.9 If cardholder has not made the mandatory minimum payment by the due date a late payment fee shall be charged. At the same time, interest on the balance carried forward will still apply.
- 10.10 All amounts or balance remaining unpaid under this agreement shall become immediately due and demandable to the cardholder upon the occurrence of the following:
- (i) The cardholder committing any breach of the covenants and conditions herein contained, and/or;
 - (ii) The death of the Cardholder, and/or
 - (iii) An order or judgments been issued or pronounced/ delivered against the cardholder, whether by default or other wise.

11. LOSS OR THEFT OF THE CARD

- 11.1 The cardholder shall immediately report to MCB Seychelles on its 24-hour telephone number **(248) 4 284 587/4 284 588** of any loss or theft of his Card, including any suspected abstraction of the card even if it were by a member of the cardholder's family. Such report shall, on pain of nullity, be confirmed in writing as follows:
 - (i) If the loss, theft, or suspected theft occurs locally, the report should be confirmed in writing on a form, specially provided for this purpose by MCB Seychelles, signed by the cardholder and handed over personally. The cardholder shall at the time, further produce his National Identity Card or passport.
 - (ii) If the loss, theft, or suspected theft occurs abroad, the report should be confirmed in writing to one of the Visa Card Centre. In case no written report has been made, the cardholder shall report such loss, theft or suspected theft to MCB Seychelles in writing, by registered post.
- 11.2 In case of loss, theft or suspected theft of the Card, MCB Seychelles may further require the cardholder to report same to the Police and to supply to MCB Seychelles proof that such report has been made.
- 11.3 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 written notification at MCB Seychelles Card Call Centre shall be conclusive.
- 11.4 MCB Seychelles shall in no way whatsoever, be held liable for any loss, damage resulting from any notification made by phone or otherwise, which may not emanate from the Cardholder.
- 11.5 Report of the loss, theft, suspected theft or abstraction of the Card, shall in no way affect any transaction effected prior thereto or those already settled by MCB Seychelles or debited to the cardholder's Credit Card Account.

12. LIABILITY OF PRINCIPAL CARDHOLDER

- 12.1 The Principal cardholder is responsible for the safekeeping and use of his Card and his PIN. He shall exercise the utmost care to prevent it being lost, stolen or used by another person.
- 12.2 Subject to the provisions of Clause 12.3 below, the cardholder's liability shall last until the written notification of the loss, theft or suspected theft referred to in Clause 11 above, is received at MCB Seychelles Cards BU.
- 12.3 In case of fault or negligence by the cardholder in the safekeeping of his Card or his PIN, MCB Seychelles shall be entitled to report the matter to the Police and to claim damages from the cardholder even though the latter has notified the loss, theft or abstraction.

13. ADDITIONAL CARD

- 13.1 Following the written request of the Principal cardholder, MCB Seychelles may at its discretion issue an additional Card to the person nominated in such request.
- 13.2 The Additional cardholder shall be supplied with a copy of the Conditions of Use for the time being in force and the Principal cardholder shall be bound by, and liable for, the use of the Card by the Additional cardholder in the same way as if he had used it personally.
- 13.3 The Principal cardholder shall be liable to MCB Seychelles for all acts and omissions on the part of the Additional cardholder.
- 13.4 MCB Seychelles shall cancel the additional Card at any time at the written request of the Principal cardholder. The Principal cardholder shall duly return back the additional card to this effect. The time and date of receipt of the written notification at MCB Seychelles Card BU shall be conclusive.

14. DURATION OF VALIDITY OF THE CARD

- 14.1 The Card shall be valid as from the first day of the start date up to the last day of the expiry date borne thereon.
- 14.2 The Card shall be automatically renewed at its expiry date, unless contrary instructions have been given by the cardholder to MCB Seychelles at least one month prior to the expiry date.
- 14.3 The Card shall remain the property of MCB Seychelles which may in its absolute discretion terminate its validity at any time or refuse to renew it on expiry without having to assign any reason thereof. The cardholder, in such an eventuality shall stop using the Card from the time such request is made to him and undertakes to return Card to MCB Seychelles at the earliest. Such request shall be addressed to the cardholder by registered post at his last known address, the postal receipt being evidence of such request. The cardholder shall be liable to prosecution in case he continues to make use of his Card after such request.
- 14.4 The closing of the Credit Card Account on which one or more Card/s is/are operated, entails the duty on the part of the Principal cardholder to return it/them immediately to MCB Seychelles. The final settlement of the Account shall not be effected until 45 days have elapsed from the date of the closing of the account.
- 14.5 In accordance with Clause 14.4, the cardholder agrees to indemnify MCB Seychelles in respect of any outstanding debit balance on his card account and shall be liable to prosecution in case of failure to settle the amount due.
- 14.6 In the event of death or bankruptcy of the Principal cardholder or breach of any of the conditions of this agreement for the time being in force by the Principal cardholder, MCB Seychelles shall, in addition to any other remedies it may have, take such steps as are necessary to stop any operation by means of the Card/s and to withdraw the Card/s.

15. KEEPING OF DOCUMENTS AND INFORMATION RELATING TO OPERATIONS BY MEANS OF CARDS – TIME LIMIT FOR CLAIMS

- 15.1 The relevant documents and information referred to in Clause 7.1 above shall be kept on record by MCB Seychelles for a period not exceeding one year.
- 15.2 The cardholder shall inform MCB Seychelles as soon as reasonably practicable if he receives a statement of account that includes an item which seems to be wrong. No claim or action whatsoever relating to a transaction shall be entertained after the expiry of 45 days from the date of the statement of account whereon the transaction is borne.
- 15.3 In case of cardholder's complaint MCB Seychelles shall follow the rules and regulations set by Visa International in initiating and processing such complaint. Any resulting refund may take up to 180 days before being undertaken.

16. COMMUNICATION OF INFORMATION TO THIRD PARTIES

- 16.1 MCB Seychelles shall be entitled, should it deem necessary, to pass on to any commercial bank, financial institution or merchant, any information relative to the cardholder in case of improper or fraudulent use of the Card by him, or in order to facilitate the recovery of same in case of loss or theft.
- 16.2 MCB Seychelles may list cancelled cards in its Warning Bulletin for dissemination to its merchant network and appropriate Card Organisations.
- 16.3 In conformity with the governing laws and regulations as enacted from time to time, MCB Seychelles shall be entitled to pass on to the Central Bank any credit information relative to the cardholder.

17. COMMUNICATION OF INFORMATION BETWEEN THE CARDHOLDER AND THE MCB SEYCHELLES

- 17.1 The cardholder shall notify MCB Seychelles promptly in writing of any changes in employment or in his official residential address or phone numbers or any changes whatsoever in his civil status.
- 17.2 The cardholder shall also inform MCB Seychelles of any material changes to his personal circumstances that might have an impact on the credit limit assigned to him.
- 17.3 Any notice or correspondence sent to the cardholder by post shall be delivered to the latest address provided by the cardholder to MCB Seychelles in writing and shall be deemed to have been received within 5 working days of posting.

18. CHARGES FOR THE SERVICES PROVIDED BY THE CARD

- 18.1 Charges for the services provided by the Card, the amount whereof shall from time to time be fixed by MCB Seychelles, shall be debited annually in advance to the cardholder's Credit Card Account and shall not be refundable in the event of the Card being withdrawn or the Account being closed during the year.
- 18.2 A handling fee, the amount whereof shall from time to time be fixed by MCB Seychelles, shall be charged on any local and foreign cash advance.
- 18.3 A penalty fee, the amount whereof shall from time to time be fixed by MCB Seychelles, shall be charged if:
 - a) the authorised credit limit is exceeded.
 - b) the mandatory minimum payment is not made by the due date.
- 18.4 A conversion fee, the amount whereof shall from time to time be fixed by MCB Seychelles, shall be levied for international transactions only.

19. SANCTIONS

- 19.1 Any improper or fraudulent use of the Card shall render the cardholder liable to prosecution.
- 19.2 All costs, fees and expenses that may be incurred by MCB Seychelles for the recovery of any sum due as a result of the use of the Card shall be due and payable by the Principal cardholder. The commission payable to MCB Seychelles' Attorneys shall not exceed 10% of the amount recovered as capital and interest.
- 19.3 In an action before any Court for the recovery of any sum due to MCB Seychelles in connection with the use of a Card, the documents relating to the transactions effected therewith or certified photocopies thereof shall be conclusive and irrefutable evidence of the said transactions.

20. GENERAL

MCB Seychelles may refuse any request for authorisation of a transaction in the following cases:

- (i) If MCB Seychelles has reasonable doubt that such transaction is fraudulent.
- (ii) In case the mandatory minimum payment has not been fully settled even though the credit limit has not been exceeded.
- (iii) If MCB Seychelles has established that the cardholder may not be able to settle his Credit Card Account in full and on time.

In these cases, MCB Seychelles shall not have to give notice beforehand.

21. MODIFICATIONS TO CONDITIONS OF THE PRESENT AGREEMENT

MCB Seychelles may at any time, subject to a 30 days' written notice and publication on MCB Seychelles website, change any terms of this agreement, including interest rates, fees and other charges, the statement date or introduce new terms. The cardholder who uses the Card after receiving such notification or does not return the Card to MCB Seychelles within 15 days of such notification shall be deemed to have accepted the said changes or amendments and shall be bound thereby.

If there are sufficient changes on a 12-month period to warrant it, MCB Seychelles shall provide to the cardholder a consolidation of the variations made to the Terms and Conditions over that period.

“Read and approved” (in applicant's handwriting before she/he signs)

Signature