



MyMCBCard
Terms and Conditions

MyMCBCard TERMS & CONDITIONS

The Mauritius Commercial Bank (Maldives) Private Limited has developed a mobile application through which it provides Customers with access for the activation and/or deactivation of their visa debit cards (the “**Card**”) and request their PIN on their mobile phone or other mobile devices and comprising of other service options as detailed in these terms and conditions of MCB Maldives MyMCBCard (the “**Terms and Conditions**”) accessible on the MCB Maldives Website, which the Customer hereby acknowledges and declares to have perfectly understood and agreed.

I. DEFINITIONS AND INTERPRETATIONS

I.1. The following expressions used in this Terms and Conditions shall have, except where not appropriate in the context, the meanings as described hereunder.

Account Number means any bank account number or card number pertaining to a Registered User.

Bank or MCB Maldives means The Mauritius Commercial Bank (Maldives) Private Limited.

Device means the Customer’s mobile phone or any other equipment needed for appropriate access to and for optimal use of the Internet as carrier of MyMCBCard.

MyMCBCard means and refers to the MCB Maldives MyMCBCard application, for iOS and Android platforms, which can be downloaded and directly installed on the Device by MCB Maldives account holders.

OTP or One-Time Password means a system-generated code sent by SMS to the Customer’s Registered Mobile Number and email to the Customer’s Registered Email Address.

Registered Email Address means the email address registered in MCB Maldives records pertaining to the Registered User.

Registered Mobile Number means the mobile number registered in MCB Maldives records pertaining to the Registered User.

Registered User or Customer means and refers to the person who is an MCB bank account holder who has accepted the Terms and Conditions governing MyMCBCard services and has successfully completed the registration process on MyMCBCard.

Smart PIN means the four digit Pin set by the Customer which is paired exclusively to the Device and used for authentication.

Security Details refers to username, password, Smart PIN, Verification Code, OTP or any details MCB Maldives may ask the Customer to use to log in to and use the MyMCBCard application.

Username means the username that is set by the Customer upon registration and is used to log into MyMCBCard.

Verification Code means the system-generated code that is sent by SMS and/or email to the Customer's registered mobile number and/or registered email address to complete the Device pairing process.

- 1.2. The headings in these Terms and Conditions 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.

2. USE OF MyMCBCard

- 2.1. The services offered on MyMCBCard include but are not limited to the following:
- Card Activation
 - Card Deactivation
 - Pin Request
 - Card Transaction List
 - Card Summary

- 2.2. MCB Maldives may provide other services on MyMCBCard to Customers from time to time.

3. AVAILABILITY

- 3.1. MyMCBCard will be made available 24 (twenty-four) hours a day 7 (seven) days a week.
- 3.2. The above-mentioned hours of availability may be varied and suspended by MCB Maldives at its discretion and without notice although in such cases MCB Maldives shall endeavor to inform the Customer as soon as may be reasonably practical, by whatever means MCB Maldives may deem appropriate and fit.
- 3.3. The date and time referred to on the MCB Maldives website or on any other document relating to the MyMCBCard services shall be the date and time prevailing in the Republic of Maldives.

4. CONDITIONS OF USE OF MyMCBCard

- 4.1. To start using the MyMCBCard, the Customer must first download the MyMCBCard application from Google Play Store or Apple App Store. Customer shall only download the MyMCBCard application from the Google Play Store or Apple App Store.
- 4.2. Upon downloading, the following registration process shall be followed:
 - 4.2.1. Sign up on the MyMCBCard by creating the Customer's Username, entering his Card details, date of birth, Registered Email Address and Registered Mobile Number.
 - 4.2.2. Click on 'Register'.
 - 4.2.3. A confirmation message will be displayed upon successful registration.
 - 4.2.4. The Customer will receive two emails at the Registered Email Address – an introductory email and another email to set the Customer's password.

- 4.3. Upon successful registration, the following steps shall be followed to log into MyMCBCard:
 - 4.3.1. Enter the Customer's Username and password.
 - 4.3.2. Accept these Terms and Conditions.
 - 4.3.3. A Verification Code will be generated and sent by SMS to the Customer at the Registered Mobile Number to validate and confirm the Registered Mobile Number to complete the login process.
 - 4.3.4. Enter the Verification Code received.
 - 4.3.5. Set and confirm the Customer's Smart PIN.
- 4.4. The Registered User has the possibility to pair multiple mobile devices for accessing the MyMCBCard.
- 4.5. The Registered User shall ensure, before accessing MyMCBCard, that the Device is not equipped with any User ID and Password memorizing facility.
- 4.6. The Registered User understands and agrees that, unless otherwise permitted by MCB Maldives, instructions sent by the Customer through MyMCBCard cannot be withdrawn or revoked.

5. LIABILITY OF MCB MALDIVES

- 5.1. Any data received by MCB Maldives which has been authenticated by means of Smart PIN or OTP within MyMCBCard shall be duly relied upon by MCB Maldives as being authenticated by the Registered User.
- 5.2. While we make reasonable efforts to provide the MyMCBCard application services, MCB Maldives will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control. This includes but is not limited to any phone network failures, or breakdown of any machine, data processing system, transmission link or any medium of access to MyMCBCard.

- 5.3. MCB Maldives will not be liable for any losses arising due to the need for following regular maintenance actions and other reasons:
- 5.3.1. add, delete, modify or suspend any available functions or the content of MyMCBCard services;
 - 5.3.2. change the runtime of MyMCBCard services; or
 - 5.3.3. suspend, or terminate part or all of the MyMCBCard services.

6. DUTIES AND LIABILITIES OF THE CUSTOMER

- 6.1. MyMCBCard gives the Registered User access to his Card details and it is therefore recommended that the Customer keeps the Device secure and log out from MyMCBCard when not using it. The Registered User shall use MyMCBCard services personally and shall not allow any other person to use MyMCBCard services.
- 6.2. The Security Details will at all times, be sent to the Registered Mobile Number and/or Registered Email Address provided to the Bank by the Customer and displayed during the login process.
- 6.3. If the Customer suspects that a third party knows any of the Customer's Security Details, the Customer must immediately change his relevant Security Details, or alternatively contact MCB Maldives on (960) 330 5656 (24 hr service) for assistance. If the Customer fails to do so, the Customer shall be liable for any transactions effected on his Card as a result of any of his Security Details becoming known to a third party.
- 6.4. It is the sole responsibility of the Customer to inform MCB Maldives of any changes in the mobile number and email address originally communicated to MCB Maldives and registered with MCB Maldives.

- 6.5. The Customer understands and agrees that in order to access MyMCBCard effectively the Customer shall:
 - 6.5.1. Obtain by his own means and maintain the appropriate Device and software.
 - 6.5.2. Duly take cognizance of these Terms and Conditions as may be amended from time to time by MCB Maldives and available on the MCBMaldivesWebsite, and undertake to carefully adhere to any recommended procedures.
- 6.6. Any failure on the part of the Customer to follow any of these Terms and Conditions shall amount to a breach of the Customer's duties whereby MCB Maldives 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.
- 6.7. The Customer shall be solely liable for any expenses, loss or damage that MCB Maldives or any third party may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such aforementioned software.
- 6.8. The Customer further formally and irrevocably agrees that MCB Maldives shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay or non-performance arising out of:
 - 6.8.1. 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 MyMCBCard application process.
 - 6.8.2. Possession, use, abuse, misuse and manipulation by the Customer of any third party software.
 - 6.8.3. Use, misuse, abuse, malfunction or failure of the Customer's internet access or Device.

7. SMART PIN

- 7.1. The Smart PIN shall be a four-digit personal identification number (PIN) set by the Registered User which can be changed by the Registered User through MyMCBCard.
- 7.2. The Smart PIN is essential to log into MyMCBCard and perform transactions. The Registered User shall, in all circumstances, keep his Smart PIN secret and not impart it to any person whatsoever.
- 7.3. MCB Maldives will never contact a Registered User to request his Security Details. If the Customer receives such a request, the Customer shall not supply his Security Details in any circumstances. The Customer should report any such activity to the MCB Maldives immediately on (960) 330 5656 (24hr service).

8. LOSS OR THEFT OF DEVICE

- 8.1. The Registered User shall immediately report to the MCB Maldives on (960) 330 5656 (24hr service) any loss or theft of the Device, including any suspected abstraction by any third party whatsoever.
- 8.2. In case of loss, theft or suspected theft of the Device, MCB Maldives may further require the Registered User to report same to the Police and to supply MCB Maldives proof that such report has been made.
- 8.3. 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 MCB Maldives shall be conclusive.
- 8.4. The MCB shall in no circumstances whatsoever, be held liable for any loss, damage resulting from any notification made by phone, mail or otherwise, which might not originate from the Registered User.

9. COPYRIGHT AND RELATED RIGHTS

- 9.1. The content of MyMCBCard including future updates, is protected by copyright, trademarks and other intellectual property rights. When you download and install MyMCBCard application, we automatically give you the licence to use the MyMCBCard application on the Device for your personal use.
- 9.2. When using any third party software, the Customer shall abide by the provisions contained in The Copyright Act of the Maldives (Law Number 23/2010) as may be amended from time to time.
- 9.3. MyMCBCard may require use of third party software within or outside the territory of Maldives and in any case the Customer agrees to comply with such third party software terms and conditions. Customer shall take sole responsibility for obtaining and complying with any licences that may be necessary to use third-party software, data or other materials that Customer uses or obtains for use in conjunction with the MyMCBCard application. Customer acknowledges and agrees that the Bank has no responsibility for, and makes no representations or warranties regarding, such third-party software, data or other materials or Customer's use of such third-party software, data or other materials.
- 9.4. The Customer shall not be entitled to alter, amend or countermand any instruction, which shall have been duly received and implemented by the MCB Maldives. Any instruction sent by the Customer in conformity with these Terms and Conditions and the existing procedures to this effect shall be irrevocable and binding upon the Customer.
- 9.5. Customer shall not use MyMCBCard in any unlawful or malicious manner or in any manner inconsistent with these Terms and Conditions.

10. DATA PRIVACY

- 10.1. Customer shall be responsible for making sure information either shown or stored on the Device is kept secure and confidential. MCB Maldives may block access if any security or authentication of the Customer is incorrectly entered a number of times in a row.
- 10.2. Customer shall keep Security Details related to the MyMCBCard application secret.

11. CANCELLATION AND TERMINATION

- 11.1. These Terms and Conditions will continue in force indefinitely until the Customer cancels or ends the agreement with us under clause 11.2 or MCB Maldives withdraws or cancels the Customer's use of the MyMCBCard application in accordance with clause 11.4.
- 11.2. Customer cancel these Terms and Conditions at any time by sending MCB Maldives an email using the Customer's Registered Email Address and end the agreement with MCB Maldives and subsequently by deleting the MyMCBCard application from the Device. For the avoidance of doubt, only deleting the MyMCBCard application will not end the agreement between MCB Maldives and the Customer.
- 11.3. If the Customer deletes the MyMCBCard application and then redownload it, the Customer will need to register again in order to be able to use MyMCBCard.
- 11.4. MCB Maldives may suspend or cancel the Customers right to use the MyMCBCard application under certain circumstances in accordance with the Terms and Conditions.

12. MODIFICATIONS TO THE TERMS AND CONDITIONS

- 12.1. By accepting to use MyMCBCard, the Customer binds himself formally and irrevocably to these Terms and Conditions.
- 12.2. MCB Maldives reserves the right to vary these Terms and Conditions which includes the modification, amendment, alteration, restraint or extension of any of the selected banking services offered through MyMCBCard.
- 12.3. MCB Maldives 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 Maldives.

13. GOVERNING LAW AND JURISDICTION

These 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 these Terms and Conditions shall be submitted to the exclusive jurisdiction of the Civil Court of the Republic of Maldives.

14. CUSTOMER ACKNOWLEDGMENT AND DECLARATION

- 14.1. The Customer declares and warrants that all information provided to the MCB Maldives in the context of his subscription and registration to MyMCBCard is true, complete and accurate to all intents and purposes.
- 14.2. The Customer shall advise the Bank in writing within 3 (three) working days of any change in the information provided by him.

The Mauritius Commercial Bank (Maldives) Private Limited

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