

## Terms & Conditions for SBM BILLPAY service

1. This offer of SBM BILLPAY service is offered to the Customer by the State Bank of Mauritius Ltd ("SBM/the Bank") and any participation is voluntary. This offer is applicable to all holders, hereinafter referred to as the "Customer" of Debit Card and Credit Card issued by the Bank.
2. SBM BILLPAY facility will require the customer to register his/her bills with the Bank. Upon successful registration the customer will be able to make payment through all SBM's ATMs (Automated Teller Machines) and through selected SBM branded POS (Point of Sales) terminals.
3. Only customers who maintain a Current, Savings, All-In-One account with the State Bank of Mauritius Ltd ("the Bank"), or who have been issued an SBM Debit Card or an SBM Credit Card are entitled to use the SBM BILLPAY facilities.
4. By registering for the SBM BILLPAY service, the Customer authorises the Bank to follow the payment instructions the Customer has given when filling in the SBM BILLPAY Registration Form.
5. The Customer shall provide the Bank with the names and information of the account with those billers, as required by the biller to whom the Customer wishes to make bill payments.
6. These terms and conditions are in addition to the terms and conditions governing the opening and operation of customer accounts with the Bank and use of SBM Debit and Credit cards.
7. The Customer shall immediately notify the Bank in writing of the loss or theft of a Card or of unauthorised acquisition of the Personal Identification Number (PIN) relating to his/her account and shall accept full responsibility for all ATM/POS transactions effected by use of the Card until such time as the Bank confirms to the Customer that it has received this notice.
8. Instructions received from customers using the SBM BILLPAY service through ATM and POS will be treated as authorisation to debit the Customer's bank or credit card account and to remit funds to the biller on behalf of the Customer electronically. Payment will be made without further authorisation from the customer.
9. The Bank will act as intermediary only in transferring funds from the account in settlement of the said bills. The Bank shall not respond to, and shall not be a party to, any dispute regarding the correctness of the bills, or regarding the service provided by the billing company.
10. The Customer agrees that the payment instruction provided through ATM/POS shall constitute an irrevocable and unconditional authority to debit his/her account and remitting payment to the billing company.
11. The Bank shall not be liable for, and the Customer hereby irrevocably releases the Bank from any liability for, excess, insufficient, late or incorrect payment of the said bills or any consequence thereof (including, but not limited to, termination of service) or any other loss, damage, claims or proceedings that may arise as a result of the payment of such bills by this method.
12. The Customer agrees to inform the Bank in writing about any changes to his/her billing consumer numbers. The Bank shall not be liable for, and the Customer hereby irrevocably releases the Bank from any liability for, excess, insufficient, late or incorrect payment of the said bills or any consequence thereof (including, but not limited to, termination of service) or any other loss, damage, claims or proceedings that may arise as a result of the Customer's failure to inform the change in writing to the Bank in time.
13. Instructions for payments received from the Customer at or before 23:00 hrs (Mauritian Standard Time) through ATM/POS will be deemed to have been made the same day. Instruction for payment made by the Customer after 23:00 hrs (Mauritian Standard Time) will be deemed to have been made on the next working day.
14. **Customers are therefore, advised in their own interest, to pay their bills regularly at least 3 days prior to the last payment date stipulated by the billing company.**
15. Any payment made in excess of the amount due, including any double payment made, independent of channel where the payment has been made, will be considered as an advance payment and will be adjusted against future bills by the biller.
16. Payments effected through ATMs or POS machines on weekends/public holidays will be processed the next working day.
17. In the event of part or delayed payment of a bill, the billing company may use its powers to discontinue its services. **The Bank will not be responsible for such disconnection in any way.**
18. On payment, the oldest outstanding bill for the billing company will be cleared first.
19. The Bank has the right to amend or supplement any of these terms and conditions at any time with an adequate notice of 15 days which will be provided to the customers. Changed terms and conditions will be displayed on the Bank's website. By using the SBM BILLPAY service, the Customer will be deemed to have accepted the changed terms and conditions.
20. The Bank reserves the right to charge and recover from the Customer fees for availing the SBM BILLPAY Service. Please refer to the tariff guide on the Bank's website [www.sbmgroup.mu](http://www.sbmgroup.mu). The Charges shall be debited from the Customer's savings/current account with the Bank.
21. The Bank reserves the right to terminate this Service in whole or in part by giving prior notice of one month prior to termination. The Customer may terminate this agreement only by giving notice in writing. This written notice should be delivered to any branch of the Bank.
22. The Bank as well as suppliers of services and utilities shall be released from liability for failure to perform any obligations hereunder where such failure to perform occurs by reason of any natural calamities, national emergency, causes of "force majeure" and any communication failure of any nature or for any reason outside the control of the Bank and/or the billing company.
23. GOVERNING LAW: This SBM BILLPAY service shall be governed by and construed in accordance with the Mauritian Laws.
24. By registering for the SBM BILLPAY service, the Customer is authorising SBM and the biller to share their billing information.
25. The Customer(s) have signed the application form in full knowledge and acceptance of the aforesaid Terms and Conditions.