

DECLARATION

We agree to be bound by the standard conditions of SBM Bank (Mauritius) Ltd (the “**Bank**”):

1. I/We declare that to the best of my/our knowledge and belief the particulars set out in this application are true and correct and that no information which might affect the decision of the Bank has been withheld. I/We hereby agree to abide by the terms and conditions of the Bank as amended from time to time.
2. I/We hereby authorise the Bank to contact my/our employer/s to inquire on my/our employment details including salaries.
3. I/We understand that the Bank of Mauritius has, in the exercise of the powers conferred upon it by law, established a Central Credit Bureau, the “Mauritius Credit Information Bureau” (MCIB), to collect credit information from banks regarding the credit facilities which they grant to their customers in order to enable any bank which approached for a credit facility by a customer to obtain credit information from MCIB regarding any credit facilities granted to that customer by other banks.

I/We further understand that:

- a. The Bank will, as part of its appraisal process of the present application access MCIB to seek information on credit facilities provided to me/us by other banks, banks, and I/we authorise the Bank to do so.
 - b. It will be a term of the credit facility applied for, if granted, that information regarding it shall be given to MCIB for the use of MCIB and other banks.
 - c. I/We have the right to request from MCIB information on what has been registered in my/our name in MCIB. The information so collected will be kept in strict confidence by MCIB and the banks concerned.
 - d. The Bank reserves the right to accept or not to entertain my application for banking facilities at its sole discretion without assigning any reason whatsoever.
4. I/We authorise the Bank to debit my/our account with respect to fees including but not limited to survey fees, search fee, certificate of assets and charges incurred for this application or I/we will make a cash deposit to settle any such fees and charges. I/We understand that the above fees are charged upfront upon application of the credit facility irrespective of whether or not the request is approved.
 5. I/We formally declare and undertake to disclose to the Bank in writing any subsequent credit facility that may be applied for by me from or granted to me by any other lending institution.
 6. I/We hereby agree and consent that the Bank or any member of SBM Group (located in or outside of Mauritius) or any third party service provider, as appointed by SBM (located in or outside Mauritius), from time to time, may use, maintain, process or store any of my/our personal data obtained and or collected during the opening and continuation of my/our account even after the closure of my/our account (s) for administrative, legal and/ or other purposes
 7. I/We unreservedly certify having taken cognizance of the terms and requirements of the Borrower Protection Act 2007 (where applicable).

8. I/We (Borrower/s) further undertake to immediately inform the Bank and my guarantor(s), if any, should I be unable to repay any instalment due to the Bank or to any other lending institution
9. The Bank undertakes to abide with the provisions of the Data Protection Act 2017, as amended from time to time. I/We acknowledge, understand and agree that:
 - a. The Bank shall for the performance of its obligation hereunder, collect and where necessary, process, personal information hereby voluntarily communicated by me/us.
 - b. The personal information is stored during a limited period on a European GDPR compliant public cloud service fully secured as per the highest standards applicable in this area. The Bank has obtained the approvals of the Bank of Mauritius and the Data Commissioner after having demonstrated the level of security and data protection of this Website.
 - c. I/We can get further information on this link <http://www.sbmgroup.mu/data-protection> or from the bank's Data Protection Officer on this phone number 202 1111 or by sending an email to dataprotection@sbmgroup.mu
10. We require your personal data in order to comply with our legal and regulatory obligations and to understand your suitability for any of our products or services. You are required to provide the personal data indicated in this form and by agreeing to the terms of this form you are giving your consent for your personal data to be processed by us or by another party on our behalf.
11. You are entitled to access your personal data by sending a written request to your nearest branch or office. You may also request us to correct, amend, restrict or supplement your personal data which we undertake to do as soon as possible.
12. You are entitled to object to the use of your personal data and subject to any law or regulation to the contrary, may request the erasure or destruction of your personal data. Destruction or erasure of your personal data may entail the termination of our business relationship.
13. By agreeing to the terms of this form, you are giving us your consent to disclose your personal data, including information about your accounts and transactions to :
 - a. Any company or entity within the SBM group (whether within or outside Mauritius) and other parties which intervene in the business relationship such as processing centres and credit information bureaus.
 - b. Subcontractors, suppliers or agents on the understanding they will keep your personal data confidential. However we will not be liable if they breach confidentiality.
 - c. Any person who may assume or acquire our rights; or
 - d. Where required by law or regulation.
14. You also agree that your personal data may be transferred to another country for any of the above purposes or stored outside Mauritius. Where we transfer your personal data to another country, we will take reasonable measures to ensure equivalent levels of protection are applied.
15. We may have recourse to various IT systems including but not limited to credit scoring systems and profiling systems for marketing purposes in order to process and obtain automated decisions based on your personal data provided by you to us. These automated systems facilitate in identifying the suitability of our product and service offering to you.

16. Where you have consented to receiving marketing materials from us, we and any other entity within the SBM group may use your information to inform you by telephone, text message, email or letter of our products or services which we believe may be of interest to you.
17. We will retain your personal data for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes. Once the purpose for retaining your personal data has lapsed, we will erase your data as soon as possible.
18. You have a right to file a complaint about how we use your personal data with the Data Protection Office of Mauritius.
19. By agreeing to the above terms :
 - a. You acknowledge that you have read and understood the contents
 - b. You confirm the personal data provided is complete and accurate
 - c. You acknowledge that we will not be liable for any unauthorised disclosure of your personal data by a third party unless we have been negligent
 - d. You provide your consent on the terms above.