



SBM SMS BANKING/TOP-UP TERMS AND CONDITIONS

The SMS banking/top-up service ("SMS Banking/Top-up Service") allows customers of SBM Bank (Mauritius) Ltd ("SBM") to

- (a) access their accounts information and
- (b) operate their accounts via short messaging system ("SMS") on their mobile phones to recharge their prepaid mobile telephone accounts by debiting their bank accounts.

1. The SMS Banking/Top-up Service is open to customers having a valid and active savings or current account with SBM ("Savings or Current Account") and who have also subscribed to mobile telephony service with a mobile network operator (for the time being MyT and Emtel) that has entered into an agreement with SBM to deliver the SMS Banking/Top-up Service. The provision of the SMS Banking/Top-up Service is subject to the mode of operation of the account(s).
2. By registering for the SMS Banking/Top-up Service, the user accepts the terms of the SMS Banking/Top-up Service contained herein and agrees to abide by them.
3. The user shall transact through the SMS Banking/Top-up Service by only using the mobile phone number registered with SBM (the "Registered Mobile Phone Number").
4. The user further agrees that, in order for SBM to be able to provide the SMS Banking/Top-up Service, his Registered Mobile Phone Number and account details and information be passed on to the applicable mobile operator, Emtel or My.T.
5. By registering for the SMS Banking/Top-up Service, the user agrees to pay all fees, charges and commissions related to the SBM Banking/Top-up Service. The fees, charges and commissions applicable are subject to change from time to time and will be published in the tariff guide of SBM.
6. Users must register a valid My.T or Emtel mobile phone number with SBM from which account information and mobile phone top-up will be requested through SMS for the SMS Banking/Topup Service.
7. Users may change their Registered Mobile Phone Number by visiting any SBM Branch or via SBM internet banking services. A confirmation SMS will be sent to users on the Registered Mobile Phone Number to inform them that their new number has been registered.
8. The user must provide a default SBM Savings or Current Account, which will be used for the SMS Banking/Top-up Service and must ensure that the SBM Savings or Current Account is adequately funded at all times in order to benefit from the said service.
9. Customers will be registered upon proper identification/confirmation of their signature. SBM reserves the right to request further identification documents/fresh signatures and any other document at its sole discretion.
10. The use of the SMS Banking/Top-up Service shall be initiated by users sending an SMS requesting for account information and/or sending an SMS for mobile phone top-up from their registered mobile phone number to the SMS Banking/Top-up Service where such number shall be used for the purposes of identification and validation.
11. Users can start sending their account information request through SMS as soon as they receive an SMS from SBM confirming that their mobile numbers have been registered.
12. Users shall be responsible and liable for all SMS originating from their registered cell phone number and shall notify SBM in writing in case of a change in the registered cell phone number for any reason whatsoever.
13. Users will receive an SMS informing them of their new account balances on a daily basis each time that there is a change in their account balances.
14. Any dispute regarding SMS Banking/Topup service must be made in writing and submitted to any SBM branch within 10 working days as from the date the account information request has been sent through SMS.
15. SBM reserves the right to amend part or whole of the present terms and conditions, or completely withdraw the SMS Banking/Top-up Service at any time by giving reasonable notice, at its sole discretion and without incurring any responsibility or liability for resulting consequences to users or others. At such time that the SMS Banking/Topup service is withdrawn, all account information requests pending will be cancelled.
16. SBM shall, from time to time, determine or specify at its discretion the scope and features of the SMS Banking/Top-Up Service and shall be entitled to modify, expand or reduce the same at any time upon reasonable notice being given to the user.
17. SBM is not responsible for SMS being sent to the wrong mobile phone number due to the wrong phone number being provided by the user.
18. The user recognizes that the Registered Mobile Phone Number is personal to him and he shall be responsible for the safe keeping and use of his mobile phone at all times. SBM shall not be liable in the event that the mobile phone of the user is lost, stolen or used by any other person resulting in any account information or the account being accessed by any third party. The user shall immediately notify SBM in writing in case of the reallocation, loss, theft or suspected theft of his mobile phone or the Registered Mobile Phone Number or any change brought to his Registered Mobile Phone Number. SBM will suspend the SMS Banking/Top-up Service within a reasonable time frame. The user shall, notwithstanding the aforesaid, remain exclusively liable for any transaction effected or any functionality of the SMS Banking/Top-Up Service availed of by any third party by way of the Registered Mobile Phone Number before such notification is effectively received by SBM as if such transactions had been performed and functionalities been availed of by the user himself. In case of any dispute as to the effective time and date of notification of the loss, theft or suspected theft, the time and date of receipt of the written notification within the SBM's records shall be final and conclusive evidence of the date and time of such notification.
19. SBM shall not be held liable for any loss or damage resulting from the delay in transmitting and transferring any information requested or processing any transaction performed by the user through the SMS Banking/Top-Up Service or for any network breakdown, error, non-receipt or loss of information, disruption in transmission and more specifically any communication failure, be it mechanical or electronic breakdown of any nature or for any reason outside the control of SBM, power cut, disruption of business continuity, strikes, 'force majeure', natural disasters, national emergency, security problems, measures taken by the country's authorities or tapping, or any other incidents howsoever caused and impacting upon the functionalities of the SMS Banking/Top-Up Service.
20. SBM shall have the right to suspend or terminate the SMS Banking/Top-up Service with immediate effect upon any material breach or violation by the user of any obligation contained in the present terms and conditions.
21. All amounts due to SBM by the user shall automatically be registered even after the death of the latter and shall be indivisible between the heirs of the user in accordance with the Article 1221 of the Mauritian Civil Code.
22. The terms and conditions contained herein shall be governed by and interpreted in accordance with the Laws of the Republic of Mauritius and any dispute in relation thereto shall be submitted to the exclusive jurisdiction of the Courts of the Republic of Mauritius.