

THE MAURITIUS CIVIL SERVICE MUTUAL AID ASSOCIATION LTD

TERMS AND CONDITIONS FOR E-SERVICES

You must read these terms and conditions carefully before using the services. By registering to use the services and also by virtue of your continued usage of the services, you shall be deemed to have unequivocally accepted and be bound by these terms and conditions, as amended from time to time.

PREAMBLE

Whereas

1. The Mauritius Civil Service Mutual Aid Association (Mutual Aid) has developed an e-Services System through which it provides Customers with access to selected services via the Internet and comprising of service options, as detailed in the terms and conditions accessible on the Mutual Aid Website (www.mcsmutualaid.mu) and which the Customer hereby declares having perfectly understood and agreed to;

The Customer acknowledges that it is his/her own responsibility to regularly visit the website of Mutual Aid in order to be informed of the currently applicable version of these terms of Service as well as currently applicable general terms and conditions. The services shall be provided via the Internet and comprising of service options, as detailed in the terms and conditions accessible on the Mutual Aid Website. The Customer hereby declares having perfectly understood and agrees to being bound by these aforesaid terms and conditions.

1. DEFINITIONS AND INTERPRETATIONS

The following expressions used in this Agreement shall have, except where not appropriate in the context, the meanings as described hereunder. The headings in this Agreement are for convenience only and shall not affect the construction or interpretation of the aforesaid expressions. The plural shall include the singular, the masculine shall include the feminine and vice-versa.

Customer:	“Customer” means an individual having an active account and having applied with the Mutual Aid to use the e-Services System.
Hardware:	The Customer’s PC, modem, mobile phone, smart phone, tablet or any other equipment needed for appropriate access to and for optimal use of the Internet as carrier of “e-Services”.
Login Password:	The Login Password allocated by the Mutual Aid to the Customer which, when coupled with his User ID, gives him privileged access to selected e-Services of Mutual Aid and to his account(s).
MNO:	Mobile Network Operator
One Time Password (OTP):	A one-time password (OTP) is a password that is valid for only one transaction effected on e-Services System. The OTP shall be used exclusively with respect to the transaction which has generated the OTP.
User ID:	The User Identification Code is a numeric code allocated by the Mutual Aid to the Customer. This User Identification Code enables the system to identify each Customer upon access to “e-Services”.

2. CONDITIONS OF USE OF “E-SERVICES” AND SECURITY PRECAUTIONS

2.1 The Customer acknowledges that:

- All Passwords, as must be amended by the Customer, should be kept secret and should not be imparted or communicated to any person whomsoever.
- The customer shall ensure, before accessing “e-Services”, that his internet browser, pc, smart phone, mobile phone, tablet or any other applicable equipment is not equipped with any User ID and Password memorizing facility whatsoever.

2.2 The customer shall immediately notify the Mutual Aid upon becoming aware that his Passwords, OTP, may have fallen into the hands or made known to any person other than himself.

2.3 The Customer shall nevertheless be liable to the Mutual Aid for any transaction effected by any such third party through the use of his OTP, prior to the formal notification to the Mutual Aid, as if he had used it himself. The customer expressly acknowledges that he/she will hold Mutual Aid harmless in the event that as a result of such a transaction, he/she suffers any prejudice whatsoever.

2.4 Any data received by the Mutual Aid which has been authenticated by means of OTP within “e-Services” shall be duly relied upon by the Mutual Aid as being authenticated by the Customer registered with the Mutual Aid. The Mutual Aid may accept as valid and duly authorized by the Customer, any form of instruction, data and/or message received through “e-Services” purporting to come from the Customer and authenticated in such manner as provided under the present terms and conditions. Such instruction, data and/or message shall be binding upon the Customer and the Mutual Aid shall incur no liability whatsoever with respect to the performance and execution by it, of any of such instruction, data and/or message.

2.5 The Mutual Aid shall not incur any liability if it is unable to perform its obligations under this Agreement due directly or indirectly to the failure or breakdown of any machine, data processing system, OTP, transmission link or any medium of access to “e-Services”.

- 2.6 Instructions given by the customer to Mutual Aid are irrevocable and unconditional. These cannot be modified, amended, restrained or extended by the Customer.
- 2.7 The Customer understands and agrees that in order to effectively access and make use of “The Service”, he shall:
- 2.7.1 provide the Mutual Aid with a valid mobile phone number to receive the OTP when effecting a transaction requiring same.
 - 2.7.2 ensure that when he/she is travelling overseas, his roaming service is activated by his MNO to receive the OTP.
 - 2.7.3 notify the Mutual Aid in writing of any change of address, mobile phone number, email address or of any other changes concerning the present agreement. In consequence, the Mutual Aid is hereby discharged from all liabilities resulting from any failure to notify it of any changes.
 - 2.7.4 obtain and maintain by his own means the appropriate hardware and software. The hardware should at no time be left unattended or else be secured with an access password.
 - 2.7.5 duly take cognizance of the user guide and security information as may be amended from time to time, and undertake to scrupulously and unreservedly adhere to the recommended procedures.
- 2.8 Any failure on the part of the Customer to follow the security procedures referred to here above shall amount to a breach by the Customer of the present Agreement. In such circumstances, Mutual Aid shall not be held liable should any information be transmitted to any third party and as a result, transactions are performed on the basis of such instructions, data or message transmitted via customer’s User ID.

3. THE CUSTOMER IS FULLY AND PERFECTLY AWARE THAT:

- 3.1 All his accounts, including but not limited to Loan, Fixed Deposit accounts and Retirement Saving Schemes owned by him will be displayed on his e-Services dashboard.
- 3.2 The use of and/or downloading of any file/software from the Internet, be it from “e-Services” or not, shall be at his own risk and shall be subject to the Terms and Conditions imposed by the licensor of the software which, in all cases, shall be considered as “third party software”.
- 3.3 The Mutual Aid shall not be in any circumstances whatsoever liable for any loss or damage that he may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such a software. Furthermore, the Mutual Aid shall not accept any responsibility in connection with the suitability, performance or security aspect of such software.
- 3.4 The Customer shall be solely liable for any expenses, loss or damage that the Mutual Aid or any third party may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such aforementioned software.
- 3.5 The Customer hereby declares that he is perfectly aware of his rights and responsibilities under the Data Protection Act, Banking Act & Bank of Mauritius Guidelines and any other laws as applicable and has sought the proper legal advice in the event that he is unaware of same.
- 3.6 Any figure provided are subject to change and are approximates. The final figure will be the one that is provided when the Customer will come at the Mutual Aid premises and inserted on the Application Form duly signed.

4. COPYRIGHT AND RELATED RIGHTS

- 4.1 Notwithstanding the provisions of these terms and conditions, the use of third party software shall be governed by the provisions contained in the Copyright Act and may be amended from time to time.

- 4.2 In certain jurisdictions outside the Republic of Mauritius, the use of “third party software” may be illegal. The responsibility to ascertain the legality of the use of “third party software” outside the territorial limits of the Republic of Mauritius shall rest solely upon the Customer.
- 4.3 The Customer shall not be entitled to alter, amend or revoke any instruction which shall have been duly received and implemented by the Mutual Aid. Any instruction sent by the Customer in conformity with this present Agreement and the existing procedures to this effect shall be irrevocable and binding upon the Customer.

5. SPECIAL PROVISIONS RELATING TO THE USE OF “E-SERVICES”

- 5.1 The Mutual Aid’s records or their reproduction on a computer base shall be conclusive and irrefutable evidence of the transactions effected, messages, data and/or instructions imparted through “e-Services” by means of the Customer’s User ID and shall be binding to all intents and purposes, upon the Customer.

6. LIABILITY

- 6.1 The Mutual Aid shall not be bound to inquire into the authority of the person using the User ID and Login Password to access “e-Services” and using OTP to enquire/instruct in relation to the different accounts upon which the Customer is entitled to access and enquire, or to apply for a service or to give any instruction.
- 6.2 The Customer hereby authorizes the Mutual Aid to debit the different accounts upon which the Customer is entitled to access and transact, with the amount of any such transaction effected through “e-Services” together with any fee related thereto.
- 6.3 The Customer hereby formally agrees to indemnify the Mutual Aid against any claim, liability or action whatsoever against it in connection with the use of “e-Services” and its different e-Services systems through the Customer’s User ID.

- 6.4 The Customer further formally and irrevocably agrees that the Mutual Aid shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay or non-performance arising out of:
- 6.4.1 failure by the Customer to adhere to the present Terms and Conditions or the Customer being in contravention with any law or regulation for the time being in force or the Customer having furnished incorrect and false information on the “e-Services” Application form.
 - 6.4.2 possession, use, abuse, misuse and manipulation by the Customer of any third party software.
 - 6.4.3 failure by the Mutual Aid to execute any instructions from the Customer as a result of causes beyond the Mutual Aid’s control (“force majeure”), including but not limited to fire, storm, flood, explosion, vandalism, sabotage, strikes or other labour disputes, whether involving the Mutual Aid’s employees or not, acts of God, war, riots or other civil disturbances, intervention of any government or other authority or failure of or fluctuation in any power supply.
 - 6.4.4 unavailability or disruption of the “e-Services” due to reasons mentioned in sub-clause 6.4.3 above or for any other reason.
 - 6.4.5 any consequential, indirect or circumstantial losses including but not limited to loss of profits, contracts or financial losses howsoever caused or arising.
 - 6.4.6 failure or malfunction of any, hardware or software used by the Customer to access “e-Services”.
 - 6.4.7 unauthorized access to the Customer’s account(s) or any breach of security procedures laid down therein.
 - 6.4.8 use, misuse, abuse, malfunction or failure of the Customer’s internet access or hardware.
- 6.5 Mutual Aid will not be liable for issues arising in cases where the information in the request is deemed to be incomplete or inaccurate by the Customer.

7. TERMINATION OF THIS AGREEMENT

- 7.1 Either party shall be entitled to terminate this Agreement by giving 30 (thirty) days' prior notice to the other.
- 7.2 The Mutual Aid also reserves itself the right to cancel the service if the Customer has not logged in on "e-Services" for a period of 12 consecutive months.
- 7.3 However the Mutual Aid shall be entitled to terminate this Agreement immediately upon any breach of this Agreement by the Customer or when the Customer's accounts are not maintained in such a manner to the full and complete satisfaction of the Mutual Aid.
- 7.4 Termination of this agreement, howsoever occasioned, shall not prejudice or affect any accrued rights or liabilities of either party hereunder nor shall it affect any provision which is intended to apply after such termination.

8. ASSIGNMENT

- 8.1 The Customer shall not assign any of its rights or obligations in the present Agreement, in any circumstances whatsoever without the prior written consent of Mutual Aid.

9. NOTICES

- 9.1 Any notice to be given by either Party under this Agreement, except as otherwise provided therein, shall be sent by standard e-mail other than that provided in "e-Services" and generally referred to as "e-Services" Message Box, registered mail or otherwise handed over to the other Party. However any notification made by standard e-mail shall be confirmed in writing, signed and delivered to the other Party at the address stated in this Agreement, otherwise, it shall be deemed null and void.

10. AVAILABILITY

- 10.1 “e-Services” shall be available, unless otherwise advised by the Mutual Aid to the Customer from time to time, 24 (twenty-four) hours a day and 7 (seven) days a week.
- 10.2 The operation hours may be varied and suspended by the Mutual Aid without notice although in such cases the Mutual Aid shall endeavour to advise the Customer as soon as may be reasonably practical, by whatever means the Mutual Aid may deem appropriate and fit.
- 10.3 The date and time referred to on the Mutual Aid Website or on any other document relating to the “e-Services” shall be the date and time prevailing in the Republic of Mauritius at the time of the request.

11. JURISDICTION

- 11.1 This Agreement shall be governed by and construed in accordance with the Laws of the Republic of Mauritius and any dispute arising in connection with the interpretation and/or fulfilment of this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts within the Republic of Mauritius.
- 11.2 Terms and Conditions shall be those existing at the time of the request taking place. The Customer dealing outside the Republic of Mauritius should be aware and/or seek legal advice of the local laws of the country from which he is operating on “e-Services” and be fully aware of that country’s local and national laws as well as any applicable international laws in force and/or seek legal advice. The Customer shall be liable for any use or export of any of the information on the Mutual Aid Website, in contravention with any local or national laws of that country.
- 11.3 The Customer warrants that all information submitted to the Mutual Aid as detailed in the request is accurate and correct.

12. MODIFICATION TO THE TERMS & CONDITIONS OF THE PRESENT AGREEMENT

- 12.1 By accepting to access “e-Services” through the use of his User ID and his login password, the Customer binds himself formally and irrevocably to the Terms and Conditions herein contained.
- 12.2 The Mutual Aid reserves itself the right to vary the terms of this Agreement. The onus is on the Customer to read and agree the terms and conditions before logging in. Any such variation shall become effective upon publication on the website or at a future date as determined on a notice to be published on Mutual Aid website.
- 12.3 The Mutual Aid 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 the Mutual Aid.

13. GENERAL CONDITIONS

- 13.1 In the event whereby a Joint account is included in the Customer’s list of accounts, the Mutual Aid shall record that account in “e-Services” may be operated individually by any one of the joint account holders.
- 13.2 Where Mutual Aid has accepted to include a joint account as per conditions set out here above, all undertakings and liabilities of the Customer on that account under the present Agreement shall “ipso facto” be construed as being “joint and in solido” undertakings and liabilities of each of the joint account holders and any reference herein to the Customer shall mean any one or more of them.

13.3 Complaints from Our Customers

To attend to Customers’ enquiries and complaints, Mutual Aid shall endeavour to resolve complaints as promptly as possible. Customer are encouraged to make enquiries, seek feedbacks and send complaints through the e-services or by completing the Customer Complaint/Suggestion Form and leaving same at our office on the address below:

**Mauritius: Customer Service Section – Ground Floor,
Mauritius Civil Service Mutual Aid Association Ltd.
5, Guy Rozemont Square
Port Louis.**

**Rodrigues : Francois Leguat (Ex Duncan) Street,
Port Mathurin, Rodrigues.**

Lines are open as from 08.45 to 16.00 from Monday to Friday. For any concerns the customer has to call on 213 0333.

Mutual Aid's prevailing policy requires that a complaint should be responded to within 10 days from the date of the written representations.

14. ACCOUNT STATEMENTS

14.1 A Statement of account will be considered as having been received by the customer on the day it is placed in the customer's Personal e-Services profile.

14.2 By agreeing to these terms and conditions, the Customer agrees that the Mutual Aid sends Email to the Email Address and/or SMS on Mobile Phone Number as input by the Customer on the system. The Customer solemnly affirms that the mobile number submitted to the Mutual Aid is duly registered under the Customer's name with the mobile service provider. The Customer undertakes to compensate the Mutual Aid in the event Mutual Aid becomes liable to any third party as a result of this number being false or otherwise inexact. The Customer agrees to receive any documents/information from the Mutual Aid through the email address given above.

Approved by the Board of Directors on August 22, 2019.
