

## **Terms and Conditions for Use of the Electronic Platforms of Cim Finance Ltd**

**1.** These Terms and Conditions for Use of the Electronic Platforms of Cim Finance Ltd ('Terms and Conditions') constitute a contract between you and Cim Finance Ltd, a company incorporated in Mauritius and having its registered office address at Cnr [Edith Cavell & Mère Barthélemy Streets](#), Port-Louis and bearing Business Registration Number C06001288 ('Cim Finance').

**2.** Please read these Terms and Conditions carefully before using the electronic platforms which is accessible on Cim Finance website [www.cimfinance.mu](http://www.cimfinance.mu) ('Electronic Platforms'). By accessing and using the Electronic Platforms, you agree to be bound by these Terms and Conditions and in case you do not accept to be bound by these Terms and Conditions, you should not use the Electronic Platforms, including any services provided hereunder.

The term "you", "your" and "customer" refers to any person accessing and/or using the Electronic Platforms.

**3.** These Terms and Conditions shall commence from the date on which it is published on the Electronic Platforms and continue indefinitely. Cim Finance reserves the right to amend and/or terminate these Terms and Conditions in its entirety at any time in its sole discretion and/or cease the operation of the Electronic Platforms at any time, with no liability or recourse to you. Any such amendment or variation shall come into effect immediately and automatically upon publication on the Electronic Platforms. Cim Finance recommends that you read the Terms and Conditions for Use of the Electronic Platforms of Cim Finance Ltd each time you access the Electronic Platforms.

**4.** The Electronic Platforms are hosted by Cim Finance in a secure environment by implementing appropriate technical and organisational measures to ensure a level of security to mitigate the risk involved and ensure that processing of personal data will meet the requirements of the Data Protection Act 2017.

**5.** Card transactions are processed using only payment pop-up data items requested on a secure payment gateway, operated by a third party service provider having a contract with Cim Finance which is a licensed principal member of Master Card and Visa and acting as payment acquirer for these transactions. The third party service provider is fully compliant with the Payment Card Industry Data Security Standard which is an information security standard for organisations that handle branded credit cards. The use of the Electronic Platforms is entirely at your own risk.

**6.** These Terms and Conditions are applicable only to customers having credit facility and/or credit card facility with Cim Finance, including Cim MoCredit, Cim FlexiCredit, Cim Voyage and Shell Card. These Terms and Conditions shall not be applicable for customers having leasing and factoring facilities with Cim Finance. By accessing and using the Electronic Platforms, you are providing your consent for the processing of your personal data in accordance with the Data Privacy Policy published on Cim Finance website [cimfinance.mu/images/data-privacy-statement/cimfinance-data-privacy-statement-july-2019.pdf](http://cimfinance.mu/images/data-privacy-statement/cimfinance-data-privacy-statement-july-2019.pdf).

**7.** You warrant that:

- (i) you are eighteen (18) years of age or older;
- (ii) you have the required legal capacity to enter into and be bound by these Terms and Conditions;
- (iii) the payment card used in connection with the Electronic Platforms is issued in your name and you are authorised to use such card;
- (iv) you have provided Cim Finance with a valid mobile phone number and email address; and
- (v) the information provided by you is true, complete and accurate.

**8.** By using the Electronic Platforms, you consent and agree that your personal data is being provided to Cim Finance for the purpose of allocating payments made to your credit facility(ies) and/or credit card facility with Cim Finance. Please refer to the Data Privacy Policy published on Cim Finance website.

**9.** You shall take full responsibility and assume all liability for the accuracy and truthfulness of the information you are providing on the Electronic Platforms. You solemnly affirm that the mobile number submitted to Cim Finance is duly registered under your name with the mobile service provider. You undertake to compensate Cim Finance in the event that Cim Finance becomes liable

to any third party as a result of such mobile number being false or otherwise inaccurate. Cim Finance shall not be liable for any inaccurate information provided by you on the Electronic Platforms.

**10.** By agreeing to the Terms and Conditions, you agree that Cim Finance shall send email to the email address, SMS and/or WhatsApp on the mobile phone number you have provided on the Electronic Platforms. You agree to receive any document and/or information from Cim Finance by email, SMS and/or WhatsApp as per the information you have provided on the Electronic Platforms.

**11.** Cim Finance shall not be responsible nor liable for any losses suffered by the customer resulting from the rejection of transactions, the non-processing of bank card payment or for any other reasons beyond the control of Cim Finance, including but not limited to issuer controls on card-not-present transactions or '3D secure', insufficient funds in the customer's account, network downtime, expired bank card and/or unauthorised use of bank card.

**12.** Cim Finance shall not be liable for the unavailability of the Electronic Platforms in the event of a force majeure, act of god, for any act or omission of persons or bodies for whom Cim Finance is not responsible or any other cause, whether similar or dissimilar, outside the control of Cim Finance.

**13.** Cim Finance shall not be liable for any interruption, unavailability, downtime, malfunction or failure of the Electronic Platforms falling outside Cim Finance control.

**14.** You formally and irrevocably agree that Cim Finance shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay and/or non-performance arising out of:

(i) your failure to adhere to the present Terms and Conditions; act in contravention with any law in force in Mauritius or you have furnished any incorrect information on the Electronic Platforms.

(ii) any failure or malfunction of any hardware or software used by the customer to access the Electronic Platforms.

(iii) any unauthorised access to the customer's accounts or any breach of security procedures laid down therein including but not limited to misuse or unauthorised use of the customer's password/OTP.

**15.** You acknowledge and understand that:

(i) all passwords as must be changed by the customer, should be kept secret and should not be imparted or communicated to any person whomsoever;

(ii) you shall ensure, before accessing the Electronic Platforms, that your internet browser, PC, mobile phone, tablet or any other electronic device is not equipped with any user ID and password memorising facility whatsoever;

(iii) you shall notify Cim Finance immediately upon becoming aware that your password and/or One Time Password ('OTP'), may have fallen into the hands or made known to any third party;

(iv) you shall nevertheless be liable to Cim Finance for any transaction effected by any such third party through the use of your password/OTP, prior to formal notification to Cim Finance, as if you had used it yourself. You expressly undertake that you shall hold Cim Finance harmless in the event that as a result of such a transaction, you suffer any prejudice whatsoever;

(v) you shall notify Cim Finance in writing of any change of mobile phone number and/or email address. You hereby discharged Cim Finance from all liabilities resulting from any failure to notify it of such changes;

(vi) in order to effectively access the Electronic Platforms, you shall obtain by your own means and maintain the appropriate hardware and software. The hardware should at no time be left unattended or else should be secured with an access password;

(vii) all your credit facility and/or credit card facility with Cim Finance, including Cim MoCredit, Cim FlexiCredit, Cim Voyage, Shell Card as applicable, shall be displayed on the Electronic Platforms;

(viii) the use of and/or downloading of any file/software from the internet, be it from the Electronic Platforms or not, shall be at your 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 3<sup>rd</sup> party software;

(ix) Cim Finance shall not, in any circumstances whatsoever, be liable for any loss or damage that you may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such software. Cim Finance shall not accept any responsibility in connection with the suitability, performance or security aspect of such software;

(x) you shall be solely liable for any expense, loss or damage that Cim Finance or any third party may suffer as a result of the possession, use, misuse, abuse or any form of manipulation of such aforementioned software;

(xi) any figure provided are subject to change and are approximates. The final figures will be the one that is provided when the customer will come at Cim Finance office and as per the signed agreement.

**16.** You agree to indemnify Cim Finance, its officers, directors, contractors and/or representatives for whom in law Cim Finance may be liable, for any claim, loss, damage, liability arising out of your use of the Electronic Platforms or its material or your breach of these Terms and Conditions.

**17.** Cim Finance shall not be bound to inquire into the authority of the person using the Electronic Platforms, including the login, password, OTP used to access the platform.

**18.** These Terms and Conditions together with the Data Privacy Policy published on Cim Finance website shall constitute the whole agreement between you and Cim Finance relating to your access to and use of the Electronic Platforms.

**19.** Cim Finance may, in its sole discretion, change, amend, suspend, withdraw or discontinue any aspect, feature, information contained on the Electronic Platforms at any time without any notice and/or liability to you.

**20.** In the event that any matter arising out of or in connection with your use of the Electronic Platforms, please contact us on **203 6898 or send an email to [contact@cim.mu](mailto:contact@cim.mu)**.

**21.** If any provision in these Terms and Conditions become invalid, unlawful, void or unenforceable in any respect under the law, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired and shall continue to be valid and enforceable to the fullest extent permitted by law.

**22.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Mauritius. The Courts of Mauritius shall have exclusive jurisdiction in relation to any dispute, action or matter arising out of or in connection with these Terms and Conditions and the use of the Electronic Platforms.