



MCB FACTORS LTD - CLIENT ACCESS PORTAL
User Terms and Conditions

Updated as of October 2022

MCB FACTORS LTD CLIENT ACCESS PORTAL - USER TERMS AND CONDITIONS

The following terms and conditions shall apply to the service provided by MCB Factors Ltd through this only client access portal. By using this website, you agree to be bound by these terms and conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms and Conditions:

“Authorised Persons” means the persons authorized to operate the Portfolio in the ordinary course of business.

“Factoring Agreement” refers to the agreement entered into between MCBF and you (as client) for the provision of the services contemplated therein.

“Login Password” means password initially allocated by MCBF to you which, when coupled with the User ID, gives you access to the Website.

“MCBF” means MCB Factors Ltd.

“Permitted Purpose” means the operation of the Portfolio.

“Portfolio” means the accounts and other services you are entitled to by virtue of the Factoring Agreement.

“Security Device(s)” means a unique password, an identification login and any other security device provided by MCBF to You from time to time for the purposes of allowing access to the Website.

“User ID” refers to the numeric code allocated by MCBF to you following approval of the request to have access to the Website.

“Website” means <https://mcbfactors.mu>, inclusive of the “Client Area” accessed through the landing page of the Website and, in any case, includes any additional or alternative domain name by which we may communicate with each other over the internet from time to time.

1.2 Interpretation

- (a) MCBF “Client Access” means system through which MCBF provides Customers with access to factoring services via the Internet and comprising of service options, as detailed in the MCBF Internet terms and conditions accessible on the MCBF Website and which the customer hereby declares having perfectly understood and agreed to.
- (b) “You” and “Yours” are references to the client and any of its lawful successors and permitted assigns.
- (c) The Client has by filling in the User Access Form and returning same to MCBF, requested MCBF to provide such Website Access through the internet, which MCBF has agreed to.

2. ACCESS RIGHTS TO THE WEBSITE

- 2.1 MCBF will grant you access and allow you to use the Website for the Permitted Purpose, subject to these Terms and Conditions, as amended from time to time.
- 2.2 The Website shall be available, unless otherwise advised by MCBF to the you from time to time, twenty-four hours a day and seven days a week.
- 2.3 The above-mentioned operation hours may be varied and suspended by MCBF without notice although in such cases MCBF shall endeavour to advise you as soon as may be reasonably practical, by whatever means MCBF may deem appropriate and fit.
- 2.4 MCBF may notify you from time to time, through a notice being posted on the Website, of any variations to these Website User Terms and Conditions, which will be effective immediately upon such notice being posted.
- 2.5 The User ID enables MCBF to identify each customer upon access to the Website.
- 2.6 You acknowledge that all Login Passwords, as must be amended by you, should be kept secret and should not be imparted or communicated to any person other than the Authorised Persons.
- 2.7 You shall ensure, before accessing the Website, that the internet browser or any other applicable equipment is not equipped with any data memorizing facility whatsoever.
- 2.8 You shall comply with all security procedures and directions notified to you by MCBF concerning the Website. You shall be responsible for preserving the confidentiality of the User ID and the Login Password, and shall effect and maintain such security measures as are reasonably necessary to safeguard the User ID and the Login Password from access or use by any unauthorized person. If you know or have reasonable grounds to suspect that any unauthorised person has obtained a Security Device or has had unauthorised access to the Website, you shall promptly notify MCBF.
- 2.9 The MCBF'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 the Website by means of Your User ID and shall be binding to all intents and purposes, upon you.
- 2.10 You understand and agree that in order to effectively access and make use of the Website and the services in respect thereof, you shall:
 - a) duly take cognizance of the user guide and security information as may be amended from time to time by MCBF and provided on the website of MCBF, and you undertake to scrupulously adhere to the recommended procedures; and
 - b) obtain by your own means and maintain the appropriate hardware and software. The hardware should at no time be left unattended or else be secured with an access password.

2.11 Any failure on your part to follow the security procedures referred to hereabove shall amount to a breach of the present Terms and Conditions, whereby MCBF shall not be held liable should any transactions be performed and/or any instructions, data or message be transmitted via the User ID.

3. **ACKNOWLEDGEMENT OF THE USER**

You acknowledge that:

- a) information pertaining to the factoring facility offered by MCBF to you, including particulars about the debtor name, the payment type, the invoiced amount and other information pertaining to the Factoring Agreement (the “**Transactional Information**”), will be displayed on the “Client Area” of the Website. Accordingly, such information will be accessible through the User ID and the Login Password; and
- b) the Transactional Information will reflect most updated information available in the records of MCBF. Accordingly, you agree that none of MCBF or any of its representatives shall have any liability to you resulting from the use of or reliance on the information available from the Website; and
- c) By accepting to access to the Website through the use of the User ID and the Login Password, you bound yourself formally and irrevocably to these Terms and Conditions.

4. **NO WARRANTY**

4.1 Neither MCBF nor the licensors of the Website warrant the continuous availability, performance or error free content of the Website and (without excluding liability for death or personal injury) neither MCBF nor the licensors of the Website shall be liable for any loss, liability, damage or expense whatsoever suffered by You or any other third party resulting from the use of the Website or any of the content thereon from time to time.

4.2 Neither MCBF nor any of the licensors of the Website shall be responsible or liable for any error by You in inputting any information on the Website.

4.3 The MCBF shall not incur any liability if it is unable to perform its obligations under these Terms and Conditions due directly or indirectly to the failure or breakdown of any machine, data processing system, transmission link or any medium of access to MCBF “Client Access”.

4.4 The use of and/or downloading of any file/software from the Internet, be it from MCBF “Client Access” 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 “third party software”.

5. **RESPONSIBILITIES OF THE USER**

You shall not, as a user of the Website:

- 5.1 Introduce any virus or engage in illegal or unlawful activities through the Website which shall include, without limitation, gaining unauthorised access to MCBF's or any other computer system and the transfer, via the Website, of fraudulent, defamatory, infringing, obscene or indecent material;
- 5.2 Obtain or attempt to obtain access, through whatever means, to areas of the Website which are identified as restricted or confidential; or
- 5.3 Otherwise interfere with or disrupt any network or website, which may be connected to the Website;
- 5.4 You shall advise MCBF in writing within (3) three working days of any changes in the information provided on the Application Form.

6. **NOTICES**

Any notice to be given by You under these Terms and Conditions, except as otherwise provided therein, shall be sent by standard e-mail, registered mail or otherwise handed over to MCBF. However any notification made by standard e-mail shall be confirmed by You in writing, signed and delivered to MCBF at the address stated at the end of this publication, otherwise, it shall be deemed null and void.

7. **MODIFICATION TO THESE TERMS AND CONDITIONS**

MCBF reserves itself the right to vary the terms of these Terms and Conditions as well as the User Guide forming an integral part of these Terms and Conditions which includes the modification, amendment, alteration, restraint or extension of any of the factoring services offered through MCBF "Client Access". MCBF shall accordingly provide 30 days prior notice to the Customer by such means as MCBF shall think fit. Any such variation shall become effective upon such notification.

8. **GOVERNING LAW AND JURISDICTION**

These Terms and Conditions 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 these Terms and Conditions shall be submitted to the exclusive jurisdiction of the competent Courts of the Republic of Mauritius.