TERMS OF THE CONTRACT BETWEEN THE CIM CREDIT CARD CARDHOLDER AND CIM FINANCIAL SERVICES LTD (the "Agreement")

1. OPERATING CONDITIONS

1.1 I/We ____________________________________ (Primary Applicant) ____________________________________ (Supplementary Applicant) hereby request and authorise CIM Financial Services Ltd to deliver me/us a CIM Financial Services Ltd Credit Card, and agree to abide by the conditions below.

2. PRESENTATION

2.1 The CIM Financial Services Ltd Credit Card hereinafter named "The Card" is a financial service provided by CIM Financial Services Ltd having its registered office at Cnr Edith Cavell & Mère Barthélemy Streets, Port-Louis, 11302.

2.2 Notwithstanding the above Article 2.1, all notices and other communication in connection with this Agreement shall be addressed to CIM Financial Services Ltd, to the following business address: CIM Financial Services Ltd, P.O. Box 297, Cnr Edith Cavell & Mère Barthélemy Streets, Port-Louis, 11302.

3. PURPOSE OF THE CARD

3.1 The Card is accepted in Mauritius and abroad and allows its holder:

(i) To pay for the purchases of goods and services supplied by merchants displaying the same MasterCard logo as the one appearing on the said Card.

(ii) To make cash withdrawals in Mauritius (in Mauritian rupees and abroad, in the respective country's currency), from member banks and registered financial institutions or from ATMs (Automated Teller Machines) displaying the MasterCard logo or as per request raised directly to CIM Financial Services Ltd via existing consent mechanisms in clause 24 - to be disbursed directly into customer's Bank account. All cash withdrawals in Mauritius and abroad will be subject to limitations imposed by the respective banks and financial institutions.

(iii) To have cash advance limit directly disbursed to the Cardholder's bank account. The cash advance limit, once approved, will be directly disbursed into the client's designated bank account. The client must ensure that the account details provided are accurate and up-to-date. The disbursement will be processed in accordance with the terms outlined in the agreement and subject to any applicable fees, charges, or conditions set forth by CIM Financial Services Ltd. CIM Financial Services Ltd reserves the right to modify or revoke the cash advance limit at any time, subject to applicable laws and regulations.

3.2 The Card shall not be used for any unlawful purpose, including the purchase of goods or services prohibited by the local law applicable in the jurisdiction where the Cardholder is using the Card.

3.3 In the event that CIM Financial Services Ltd becomes aware or has reasonable grounds to believe that the Cardholder is engaged in any unlawful, fraudulent, or prohibited activities, CIM Financial Services Ltd reserves the right, at its sole discretion, to immediately block, suspend, or terminate the use of the Card without prior notice. CIM Financial Services Ltd further reserves the right to report such activities to the relevant law enforcement or regulatory authorities and to disclose any customer data or information as may be required by applicable law or upon request by such authorities.

3.4 Notwithstanding the above, the Cardholder shall remain fully liable for any and all amounts due and owing to CIM Financial Services Ltd in connection with the use of the Card, including amounts incurred prior to such suspension or termination.

4. CARD DELIVERY

4.1 The Card may be applied for by any person of more than 18 years of age, pending the acceptance of his/her application by CIM Financial Services Ltd.

4.2 CIM Financial Services Ltd shall issue the Card to those cardholders whose application to that effect shall have been accepted (hereinafter the "Cardholders").

4.3 The Card is strictly personal and should bear the Cardholder's signature before use, otherwise it will be considered invalid.

4.4 The Card will be delivered to the Cardholder's physical address provided on the Application Form.

4.5 It shall be the responsibility of the Cardholder to activate his/her Card before use, either by contacting the CIM Financial Services Ltd Hotline on the (230) 208 9090 or by calling personally at CIM Financial Services Ltd Branch or on CIM Financial Services Ltd's MoFinans application or by sending ACT to 52514848 via WhatsApp or a specific URL as communicated by CIM Financial Services Ltd, where the Card will be activated in 2 business days.

5. PERSONAL CONFIDENTIAL CODE

5.1 A personal code (hereinafter called "PIN") will be allocated by CIM Financial Services Ltd to the Cardholder. This PIN will be confidentially communicated to the Cardholder by PIN mailer or SMS. CIM Financial Services Ltd reserves the right to send the PIN by means other than the one chosen by the Cardholder.

5.2 The PIN is mandatory for all transactions. However, there may be exceptions such as for online payment or contactless transaction below a certain threshold. These mode of payments not requiring a PIN may change from time to time at the discretion of CIM Financial Services Ltd.

5.3 The Cardholder shall ensure that the PIN is not disclosed to anyone and is not recorded in any way that can be easily copied. The PIN is highly confidential and the officers of CIM Financial Services Ltd will never ask for same. The Cardholder shall not communicate his/her PIN to any officer of CIM Financial Services Ltd at any time. The Cardholder must immediately notify CIM Financial Services Ltd in the event that his/her PIN has been compromised. The Cardholder shall be solely responsible for securing and maintaining the confidentiality of his/her PIN.

5.4 If the PIN has become known to any person other than the Cardholder, the latter shall notify CIM Financial Services Ltd Card Centre immediately. CIM Financial Services Ltd will not be held responsible for all transactions performed by any person who acquired possession of the Card before such notification.

5.5 In the event that the Cardholder authorises CIM Financial Services Ltd to send his/her PIN on the mobile phone number specified in the Application Form, the Cardholder understands that same shall be at the Cardholder's own risk and peril and CIM Financial Services Ltd shall not be held responsible for any prejudice and/or loss suffered by the Cardholder.

5.6 The Cardholder hereby agrees that he/she shall not have the right to dispute an online transaction for fraudulent reasons in case the authentication process under CIM Financial Services Ltd Cards Secure has been completed successfully.

6. USING THE CARD

6.1 The Cardholder shall ensure that the Card is duly activated before use.

6.2 The Card can be used by the Cardholder for purposes defined in Article 3 above.

6.3 The Cardholder shall take all necessary measures to avoid that his/her Card gets lost or stolen.

6.4 Before making a withdrawal or effecting a payment, the Cardholder must ensure that he/she have sufficient funds to complete his/her transaction and that the operation does not exceed the credit limit authorised by CIM Financial Services Ltd.

6.5 The amounts recorded by the ATMs/ABMs/POSs, or any other channel as may be added from time to time by CIM Financial Services Ltd, will be debited to the Cardholder's Credit Card Account. For the purpose of this Agreement, Credit Card Account shall mean the account attached to the Card issued to the Cardholder.

6.6 In the event of a court order, attachment order or freezing order issued by any investigatory or regulatory authority, CIM Financial Services Ltd may be obligated to cease providing credit card facilities to the Cardholder. In such circumstances, CIM Financial Services Ltd reserves the right to immediately deactivate the Card and prevent the Cardholder from conducting any further transactions. However, the Cardholder remains liable to CIM Financial Services Ltd for any transactions made using the Card prior to CIM Financial Services Ltd receiving the court order, attachment order or freezing order.

6.7 All and any obligations shall cease and this Agreement shall be terminated forthwith, as the case may be at any time, if CIM Financial Services Ltd (even before starting performance of its obligations under the Agreement), is of the view that providing such credit card services shall be unethical and/or be likely to impair the good repute of CIM Financial Services Ltd.

6.8 The fraudulent, incorrect or illegal use of the Card by the Cardholder shall not relieve the Cardholder of his/her liabilities to CIM Financial Services Ltd in respect thereof.

7. SPECIAL PROVISIONS FOR THE USE AT ATMS/ABMS

7.1 Records of ATMs/ABMs or their reproduction on an electronic device, constitute conclusive and irrefutable evidence of the amounts withdrawn by the Cardholder entitling CIM Financial Services Ltd to debit such amounts to the Cardholder's Credit Card Account.

7.2 CIM Financial Services Ltd and/or the institution responsible for the maintenance of ATMs/ABMs shall in no circumstances be liable for the malfunction, temporary breakdown or misuse of the ATM/ABM. This condition applies even if as a result of a malfunction or non-operation, the Card is retained, damaged or destroyed.

8. PAYMENT FOR GOODS AND SERVICES

8.1 Payments are validated by the PIN entered by the Cardholder for contact payment; for contactless payment, payments are validated by the PIN entered or without the PIN entered for payments below a certain threshold.

8.2 The Cardholder shall be liable for all contactless transactions that have been effected with his Card. CIM Financial Services Ltd shall not in any way whatsoever be liable for such contactless transactions save and except when the Cardholder has reported that his Card has been stolen or lost.

8.3 The amount of cash withdrawals such as it is recorded by the ATMs/ABMs, the amount disbursed into the Cardholder's account by CIM Financial Services Ltd, and/or the payments effected by the Cardholder through the use of his/her Card shall be debited to his/her Credit Card Account.

8.4 The Cardholder consents and agrees that the inputting of the PIN at the time of the transaction shall be used as a means of authenticating and verifying the Cardholder's identity. In this regard, the Cardholder authorises CIM Financial Services Ltd to accept, follow and act upon all instructions of the Cardholder when identified by the Cardholder's PIN and CIM Financial Services Ltd shall not be liable for acting upon such instructions in good faith.

8.5 CIM Financial Services Ltd will not intervene in any dispute between any merchant and the Cardholder. Subject to the conditions set out therein, the Cardholder shall remain liable to reimburse CIM Financial Services Ltd for all payments made on his/her behalf, including in the event of a dispute as described above. However, CIM Financial Services Ltd undertakes to provide all available information to the merchant and Cardholder with respect to the usage of the Card.

8.6 CIM Financial Services Ltd cannot be held responsible in case a merchant, a bank or a financial institution refuses a payment by the Card for any purchase of goods or services.

8.7 In case a merchant refunds the cost of a purchase of goods or services to a Cardholder, CIM Financial Services Ltd will not credit his/her Credit Card Account with the amount of the refund until a refund receipt is produced by the merchant.

9. CASH WITHDRAWALS AT BANK COUNTERS AND FINANCIAL INSTITUTIONS ABROAD

9.1 Any cash withdrawal at bank counters or financial institutions abroad with the Card may necessitate the presentation of the Cardholder's passport.

9.2 Any cash withdrawal requires that the Cardholder enters his/her PIN on the POS keypad.

10. METHODS OF SETTLEMENT

10.1 The credit limit allocated to the Cardholder will be communicated to the Cardholder on his/her monthly card statement.

10.2 The Cardholder may view his/her card statement on the Mo Finans application. Alternatively, CIM Financial Services Ltd will send a monthly card statement to the designated email address of the Cardholder, as provided in the Application Form or a mini statement via SMS/WhatsApp and other channels.

10.3 The non-receipt of the statement by the Cardholder does not release him/her from his/her obligations to repay the Card as specified under Article 10.4 hereunder.

10.4 The Cardholder agrees to repay at least a minimum monthly amount as specified in the card statement. The monthly card repayment is due on or before the payment due date indicated in the card statement. Failure to make timely payments may result in the imposition of late fees, interest charges, and the suspension or cancellation of the Card, and, in the case of a Co-Branded Customer (as defined below) the enforcement of the Pledge over the Fixed Deposit Account (as defined below) as per the Agreement.

10.5 The Cardholder shall make the payments provided for in Article 10.4 above, according to the terms negotiated with CIM Financial Services Ltd. Payments can be made:

(i) By direct debit from the Cardholder's savings or current account held with a local bank;
ii) By cash paid directly to the CIM Financial Services Ltd counters around Mauritius and Rodrigues; or
iii) On the Mo Finans application.

10.6 The Cardholder beneficiates from a "revolving credit". Any payment made results in an adjustment to the available limit by the amount paid. The Cardholder shall in no case exceed his/her credit limit ceiling. Before using his/ her Card to make a payment, the Cardholder shall ensure that his/ her Card has a sufficient balance or that the transaction amount will not exceed the credit limit authorised by CIM Financial Services Ltd.

10.7 Any debit balance on the Credit Card Account will be billed with interests at the rates available at https://m.cim.mu/credit-cards. These interest rates may be revised following changes in market trends and will be calculated on the daily debit balance after a period of 15 grace days following the generation of the card statement. To benefit from this grace period, the payment of the full amount due must be made before the expiry of the said period of 15 days. Any cash withdrawal resulting in a debit balance will be billed at the interests at the prevailing rate starting from the date of the transaction.

10.8 If the Card is used to make a payment involving a foreign currency, or to pay a merchant located outside Mauritius, a foreign transaction fee/mark up of up to **3.5%** will apply. The amount will be converted into Mauritian Rupees at the exchange rate applied by MasterCard on the date the transaction is processed. The foreign transaction fee/mark up will be charged regardless of the exchange rate prevailing at the date when the transaction is debited to the Cardholder's Credit Card Account.

10.9 In case of non-payment of at least the minimum amount by the due date as indicated on the card statement, a surcharge of Rs 150 and the applicable interest as stated in Article 10.7 above may be charged.

10.10 Any changes to pricing will be reflected on https://m.cim.mu/credit-cards, and it is the Cardholder's responsibility to review the latest rates. Any changes will be communicated at least 30 days in advance via e-communication.

11. SECURITY OVER FIXED DEPOSIT ACCOUNT (APPLICABLE FOR CO-BRANDED CARD APPLICANTS ONLY)

11.1 Each customer applying for a CIM Financial Services Ltd Co-Branded card,

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and whose application is accepted by CIM Financial Services Ltd (the "**Co-Branded Customer**") hereby agrees to pledge all of its present and future rights, title and interests in and to the fixed deposit account held with [insert name of the bank] (the "**Bank**"), the details of which have been provided in the Application Form, including all moneys which may at any time be standing to the credit of such account (the "**Fixed Deposit Account**") in favour of CIM Financial Services Ltd, to secure the repayment of any outstanding amount due, owing or incurred by the Co-Branded Customer arising from the use of the Card (the "**Pledge**").

11.2 The amount held in Fixed Deposit Account shall at all times be no less than 150% of the approved credit card limit, as may be determined and communicated by CIM Financial Services Ltd.

11.3 The Co-Branded Customer agrees to promptly execute and do all such assurances, acts and things as CIM Financial Services Ltd may reasonably require for perfecting and protecting the Pledge created herein and for facilitating the enforcement of the Pledge or the exercise of any rights vested in CIM Financial Services Ltd under or in connection with this Agreement.

11.4 The Co-Branded Customer hereby irrevocably and unconditionally instructs and authorises the Bank, with effect from the date this Agreement:

(i) to disclose to CIM Financial Services Ltd, without any reference to or further authority from him/her and without any enquiry by the Bank as to the justification for such disclosure, such information relating to the Fixed Deposit Account and the amount standing to its credit as CIM Financial Services Ltd may, at any time and from time to time request the Bank to disclose to it; and

(ii) comply with the terms of any written instructions in any way relating or purporting to relate to the Fixed Deposit Account, which the Bank may receive at any time and from time to time from CIM Financial Services Ltd, without any reference to or further authority from the Co-Branded Customer, and without any enquiry as to the justification for such notice, statement or instrument or its or their validity.

11.5 Upon receipt of a notice from CIM Financial Services Ltd that the Co-Branded Customer has failed to pay any outstanding amount due, owing or incurred by the Co-Branded Customer in respect of this Agreement, the Co-Branded Customer hereby authorises the Bank to:

(i) hold all sums standing to the credit of the Fixed Deposit Account to the order of CIM Financial Services Ltd;

(ii) pay, transfer or release all or any part of the sums standing to the credit of the Fixed Deposit Account in accordance with (and only in accordance with) the written instructions of CIM Financial Services Ltd; and

(iii) not comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to this Agreement or the sums standing to the credit of the Fixed Deposit Account which the Bank receives from any other person (including the Co-Branded Customer) other than CIM Financial Services Ltd

11.6 By signing this Agreement, the Co-Branded Customer hereby authorises CIM Financial Services Ltd to take all necessary actions to create and enforce the Pledge on the Fixed Deposit Account, including providing a copy of this Agreement and the Application Form to the Bank. The Co-Branded Customer also acknowledges that any fees associated with the creation of the pledge on the Fixed Deposit Account shall be the responsibility of the Co-Branded Customer.

11.7 In the event that on the maturity date of the fixed deposit held on the Fixed Deposit Account, any obligations secured by the Pledge remain outstanding, the Co-Branded Customer undertakes to renew such fixed deposit on terms acceptable to CIM Financial Services Ltd to maintain the Pledge in full force and effect, and shall promptly furnish CIM Financial Services Ltd with evidence of such renewal, including the renewed fixed deposit certificate.

11.8 In the event that the Co-Branded Card Customer increases his credit card limit, CIM Financial Services Ltd reserves the right to require a corresponding increase in the amount held in the Fixed Deposit.

11.9 The pledge on the Fixed Deposit Account will only be removed upon of termination of this Agreement and full settlement of all outstanding amounts owed to CIM Financial Services Ltd, provided that all outstanding amounts on the Card has been settled, CIM Financial Services Ltd shall provide a No Objection Liability letter to the Bank to facilitate the removal of the Pledge.

12. CARD LOSS OR THEFT

12.1 The Cardholder shall take all necessary precautions to ensure that his/her Card does not get lost or stolen.

12.2 The Cardholder should, during the opening hours of the CIM Financial Services Ltd Card Centre, report the loss or theft of his/her Card, and any suspected abstraction of it, even if he/she suspects that the loss, theft or abstraction of the Card may be assigned to one of his/her family members. To this end, he/she will have to present himself/herself in person to the CIM Financial Services Ltd Card Centre with his/her National ID Card, or else inform the CIM Financial Services Ltd Card Centre by phone. However, a notification by phone; will be considered void if not followed by a written statement signed by the Cardholder on the document provided for that purpose. The Cardholder needs to deliver the document in person to CIM Financial Services Ltd with his/her National ID Card.

12.3 In the event of loss, theft or abstraction of the Card abroad, the Cardholder must immediately report the event on our Hotline (230) 208 9090. The Cardholder must also report such loss, theft or abstraction of his/her Card by writing to CIM Financial Services Ltd Card Centre or by sending an electronic email to CIM Financial Services Ltd on the following email address: cardcallcentre@cim.mu.

12.4 CIM Financial Services Ltd may require that any loss, theft or abstraction be declared to the Police by the Cardholder. CIM Financial Services Ltd may also request a copy of the reference number of this declaration to be kept as evidence.

12.5 In case of a dispute, the date and time the report was received by CIM Financial Services Ltd Card Centre will be held to be conclusive evidence.

12.6 CIM Financial Services Ltd cannot be held responsible for the consequences of a report made by telephone, letter or other means, which does not emanate from the Cardholder.

12.7 The reporting of the loss, theft (even suspected) or abstraction of the Card shall in no case affect cash withdrawals or purchase transactions made before the Cardholder reported the loss, theft or abstraction of his/her Card to CIM Financial Services Ltd.

12.8 Subject to the provisions of Article 12.9, the Cardholder will be held responsible for his/her Card usage until the loss or theft report referred to in Article 12 is received by CIM Financial Services Ltd.

12.9 If the loss of the Card or PIN were due to the fault of the Cardholder, CIM Financial Services Ltd could report this loss to the Police and claim any suffered prejudice due to the Cardholder's fault.

13. SUPPLEMENTARY CARD

13.1 CIM Financial Services Ltd will consider any application made by the primary Cardholder for a supplementary Card [up to a maximum of three (3)] operating under his/her Credit Card Account. The supplementary Cardholder will be handed over a copy of the Agreement. The primary Cardholder will be responsible for all usage made by the supplementary Cardholder.

13.2 The primary Cardholder may, by written request, ask for the cancellation of a supplementary Card at any time, which must be either destroyed by the Cardholder or returned to CIM Financial Services Ltd.

14. VALIDITY OF THE CARD

14.1 The Card will be valid from the date following its delivery to the last day of the month embossed on the Card. Upon expiry, the Card will be automatically renewed, unless otherwise expressed by the Cardholder in writing at least one (1) month before the expiry date. In the event that the Card is not renewed, the Cardholder shall stop using the Card as from the expiry date and shall either destroy the Card by cutting it in half or return the Card to CIM Financial Services Ltd at the earliest. The Cardholder shall be liable to prosecution in case he/she continues to make use of his/her Card after the expiry date.

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14.2 The Cardholder agrees to indemnify CIM Financial Services Ltd in respect of any outstanding debit balance on his/her Credit Card Account and shall be liable to prosecution in case of failure to settle the amount due.

14.3 In case of death or bankruptcy of the primary Cardholder, the Card, including the Card of the secondary Cardholder, if any, will be deactivated as set out in Article 14.4.

14.4 The Cardholder or his/her descendants/heirs will be requested to hand over the Card to CIM Financial Services Ltd promptly or destroy the Card upon request of closure of the Credit Card Account. The closure of the Credit Card Account will be done 60 days after submitting the Closure Form that is available at one of the counters of CIM Financial Services Ltd.

15. TERMINATION OF THE CARD

15.1 Any breach of this Agreement, any abuse and misuse by any Cardholder or a third party acting on behalf of the latter will result in the immediate cancellation and request for the destruction or return of the Card.

15.2 The Card remains the property of CIM Financial Services Ltd which may, in its absolute discretion, choose to cancel or not renew it at any time without having to give any reason. The Cardholder will be notified if the Card has been cancelled or not renewed by CIM Financial Services Ltd and upon such notification, the Cardholder will be required to discontinue usage of his/ her Card and either destroy the Card or return it to CIM Financial Services Ltd, failing which he/she could face penalties as provided by the laws applicable in Mauritius.

16. RETENTION OF DOCUMENTS AND INFORMATION RELATING TO CREDIT CARD TRANSACTIONS – CLAIMS DEADLINE

16.1 Claims from Cardholders will not be entertained more than 45 days after the date of the card statement on which a transaction was debited.

17. COMMUNICATION OF INFORMATION TO THIRD PARTIES

17.1 The Cardholder hereby authorises CIM Financial Services Ltd to disclose information relating to the Cardholder to merchants, financial institutions, or any relevant organisation solely for legitimate purposes or as required by law, including but not limited to cases of loss, theft, or suspected abusive or fraudulent use of the Card.

17.2 CIM Financial Services Ltd shall be entitled to pass credit information relative to the Cardholder to the Bank of Mauritius in accordance with the laws and regulations applicable in Mauritius.

18. COST OF THE CARD

18.1 The Card is delivered against payment of an annual fee. This fee is automatically debited in advance on the Cardholder's Credit Card Account and is not refundable in case of termination during the year. The annual fee may, from time to time, be revised by CIM Financial Services Ltd. In case of change in the annual fees, CIM Financial Services Ltd shall notify the Cardholder as set out in Article 22. Please refer to pricing structure on https://m.cim.mu/credit-cards.

18.2 Casino, other betting and payments at financial institutions (also referred to as quasi cash transactions) will bear a fee of 2% of the transaction amount which in any event shall not be less than Rs. 100 for Classic, Gold and Titanium – Cashback Unlimited, and Rs 150 for Titanium – EasyPay and Titanium – EasyPay Plus, and interests at the prevailing rate of 2.1 % per month for Classic, Gold, Cashback Credit Card, EasyPay and EasyPay Plus starting from the date of the quasi cash transaction.

19. KYC INFORMATION

19.1 By engaging with our services, the customer acknowledges and agrees to provide all necessary information and documentation required during the Know Your Customer (KYC) verification to CIM Financial Services Ltd.

19.2 All customers are required to complete the KYC verification process prior to accessing our services.

19.3 To complete the KYC process, the customers must provide the following information and documentation:

(a) A clear legible copy of both sides of the National Identity Card or current valid Passport for Mauritian citizens;

(b) Current Valid Passport for Non-Citizens;

(c) Proof of address (less than 3 months);

(d) Source of Wealth document or declaration; and

In case of non-citizens –

(i) Non-Citizen Identity Card (where available),

(ii) Proof of their working permit in Mauritius; and

(iii) Residence card, if any.

In the event that the customer declines to provide the requested documents, CIM Financial Services Ltd reserves the right to decline processing the credit card application.

20. CHANGE OF INFORMATION

20.1 Any change of address, or name, or of any other means of identification of the Cardholder, must be notified in writing, as soon as possible to the Card Centre of CIM Financial Services Ltd. The Cardholder needs to provide evidence of any changes to be made.

20.2 The Cardholder guarantees the accuracy of all the information given and will be solely responsible for any erroneous, incomplete or obsolete information given.

21. PENALTIES

21.1 The Cardholder may incur both civil and criminal liability for any abusive or fraudulent usage of the Card.

21.2 All costs, expenses and commissions to be paid to the attorney responsible for the recovery of any debt owed by the Cardholder will be borne by the Cardholder. Commissions shall not, exceed 10% of the amount recovered as capital and interests.

21.3 All documents relative to the transactions done on the Card, or the certified true copies of these documents, will constitute irrefutable proof of the use of the Card before any court of law for the recovery of claims relating to such operations.

22. MODIFICATION OF CONTRACT TERMS

22.1 CIM Financial Services Ltd reserves the right to amend any terms of this Agreement, including interest rates, fees, charges, or to introduce new terms, at any time, with 30 days' written notice and publication on the CIM Financial Services Ltd website [www.cimfinance.mu]. If the Cardholder continues to use the Card after receiving such notice or does not return the Card to CIM Financial Services Ltd within 15 days of the publication of the notice, they will be deemed to have accepted the new terms of this Agreement. If there are sufficient changes on a 12 month period to warrant it, CIM Financial Services Ltd shall provide to the Cardholder a consolidation of the variations made to the Terms and Conditions over that period.

23. DATA PROTECTION ACT 2017

23.1 CIM Financial Services Ltd ("CFSL") is registered as a data controller and processor under the Data Protection Act 2017. In the course of its business operations, CFSL collects and processes personal data in accordance with applicable data protection laws.

23.2 The Cardholder consents to CFSL collecting, using, storing, processing, and transferring personal data whether by electronic or other means and across jurisdictions for the following purposes:

(i) Assessing the Application Form;

(ii) Conducting identity verification and Know Your Customer (KYC) checks;

(iii) Managing the Credit Card Account;

(iv) Complying with legal and regulatory obligations.

23.3 All data processing will be carried out in accordance with the Privacy Notice of CIM Financial Services Ltd, available at [https://m.cim.mu/Data_Privacy.

23.4 Providing personal data is mandatory for onboarding, KYC, and credit assessment. Without this data, CFSL cannot process the Application Form or comply with legal requirements.

23.5 Under the Data Protection Act 2017, the Cardholder has the right to:

(i) Access, correct, or erase their personal data;

(ii) Withdraw consent to the processing of personal data at any time, subject to legal or contractual limitations.

23.6 The Application Form may be subject to automated processing, including profiling, to assess:

(i) Creditworthiness;

(ii) Affordability;

(iii) Fraud risk;

(iv) Compliance factors.

23.7 These assessments may use data provided by the Cardholder and information from credit and fraud prevention agencies. Automated models may apply scorecards or rules (e.g., income-to-debt ratios, repayment history, sanctions/fraud flags) to determine approval status, credit limits, or terms. This may affect the outcome of the application.

23.8 CIM Financial Services Ltd shall retain personal data for the duration of the Cardholder's relationship with it and for up to seven (7) years after termination of all business relationship with the Cardholder , or longer if required by law or for the establishment, exercise, or defence of legal claims. Data from declined applications shall be retained for up to 24 months for audit, fraud prevention, and regulatory purposes.

23.9 Personal data may be transferred to countries outside Mauritius where CIM Financial Services Ltd's service providers are located. In such cases, CFSL ensures appropriate safeguards are in place (e.g., standard contractual clauses, adequacy decisions, or equivalent measures) to maintain an adequate level of data protection.

23.10 The Cardholder may lodge a complaint with the Data Protection Commissioner (Mauritius) via https://dataprotection.govmu.org/SitePages/Index.aspx, without prejudice to other legal remedies. CIM Financial Services Ltd encourages Cardholders to first contact its Data Protection Officer to resolve any concerns on the following email address dpo@cim.mu.

23.11 CIM Financial Services Ltd processes personal data fairly and transparently, considering the context of collection. This clause may be updated from time to time. Material changes shall be communicated via CIM Financial Services Ltd's usual channels or published on its website.

23.12 The Cardholder agrees to promptly provide any information requested by CIM Financial Services Ltd and to notify CIM Financial Services Ltd in writing of any changes or inquiries relating to their personal data.

24. E-COMMUNICATION

24.1 «E-Communications» in this document shall include, but not be limited to, statements, notices, automated advices, PIN, reminders, offers, legal and regulatory disclosures, communications, access to CIM Financial Services Ltd Cards Portal, all information available on the electronic platforms of CIM Financial Services Ltd and any other documents that CIM Financial Services Ltd is required to give to the Cardholder via email or mobile phone in relation to the Card the Cardholder holds with CIM Financial Services Ltd.

24.2 The Cardholder consents to receive E-Communication from CIM Financial Services Ltd, which may be delivered through the email address and/or mobile phone number provided by the Cardholder, or any other electronic means ('E-Communication Devices') as agreed between the Cardholder and CIM Financial Services Ltd.

24.3 In the event the Cardholder withdraws his/her consent to receive E-Communication from CIM Financial Services Ltd, he/she shall notify CIM Financial Services Ltd with a prior written notice of thirty (30) days by sending an email to cardcallcentre@cim.mu or visit one of CIM Financial Services Ltd counters to obtain and complete a 'Withdrawal of Consent Form'. The death of the Cardholder will not result in the automatic termination of the E-Communication unless written notice has been given.

24.4 CIM Financial Services Ltd may contact the Cardholder by phone or through E- Communication to propose rewards, benefits, or increases to the credit card limit. Any acceptance or consent provided by the Cardholder during such communications, once their identity has been duly verified by CIM Financial Services Ltd, shall be considered valid and binding with the same legal effect as written consent.

24.5 If the Cardholder withdraws his/her consent to receive E-Communications and subsequently requests a paper copy of any document, CIM Financial Services Ltd reserves the right to charge the Cardholder a reasonable service charge, at its sole discretion.

24.6 All E-Communications from CIM Financial Services Ltd to the Cardholder shall be considered as «in writing». Any withdrawal of consent to E-Communication by the Cardholder or cessation to provide E-Communications by CIM Financial Services Ltd shall not affect the legality, validity or enforceability of any E-Communication or notice provided prior to such withdrawal/cessation.

24.7 The Cardholder undertakes to maintain a valid and working e-mail address, computer, mobile phone and/or any other applicable E-Communication Devices and is responsible for ensuring that he/she has the appropriate hardware and software to access E-Communication. Any changes to E-Communication Devices or loss of access must be reported to CIM Financial Services Ltd within five (5) business days from such occurrence by

(i) sending an email to cardcallcentre@cim.mu;

(ii) calling CIM Financial Services Ltd on (230) 2089090; or

(ii) visiting one of CIM Financial Services Ltd counters.

24.8 The Cardholder agrees to promptly review all E-Communications and take any required action(s) as requested by CIM Financial Services Ltd, if any, within the time periods provided in the E-Communication. The Cardholder shall be solely responsible for any liability or loss resulting from the failure to review E-Communications in a timely manner.

24.9 The Cardholder shall notify CIM Financial Services Ltd immediately of any suspected error or unauthorised access to the E-Communications and, in any event, within a period of thirty (30) days as from date of issue.

24.10 CIM Financial Services Ltd reserves the right to serve legal notices and any other communication in hard copy from time to time when required to do so or at its sole discretion.

24.11 The Cardholder acknowledges the inherent risks of E-communications, including the possibility of documents being sent to incorrect or impersonated e-mail addresses and agrees to bear all the consequences thereof holding CIM Financial Services Ltd harmless.

24.12 The Cardholder may experience delays or non-receipt of E-Communications due to issues with devices, network or service providers, or failure to update the contact details with CIM Financial Services Ltd.

24.13 CIM Financial Services Ltd shall not be liable for any service charges levied by mobile or internet service providers or for any issue with such network.

24.14 For security and privacy, certain E-Communications shall be password protected. The password will be communicated to the Cardholder, who shall inform CIM Financial Services Ltd if it is compromised. Upon such notice, E-Communications shall be suspended until further instruction is received from the Cardholder to reactivate the E-Communication.

24.15 This E-Communication services is being provided at CIM Financial Services Ltd sole discretion and such service may be modified, suspended, withdrawn, cancelled or discontinued by CIM Financial Services Ltd at any time. In such event, CIM Financial Services Ltd shall notify the Cardholder and shall revert to sending hard copies of document in relation to the Card.

25. LIMITATION OF LIABILITY

25.1 The Cardholder agrees to indemnify and hold CIM Financial Services Ltd harmless from and against any and all charges, complaints, costs, damages, demands, expenses, liabilities and losses resulting from any delay, non- receipt, unauthorised access or incompleteness of E-Communications due to network or equipment failure or any other cause.

25.2 The Cardholder further indemnifies and hold CIM Financial Services Ltd

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harmless against any and all charges, complaints, costs, damages, demands, claims, expenses, liabilities and losses resulting from unauthorised access to the Cardholder's email, mobile phone and/or any E-Communication Devices for reasons that are beyond the control of CIM Financial Services Ltd.

25.3 CIM Financial Services Ltd reserves the right to temporarily or permanently restrict the use of the Card if it deems necessary, upon detection of any suspicious activity related to the Card.

25.4 CIM Financial Services Ltd shall not be liable in any circumstance whatsoever for any loss or damage that the Cardholder may suffer as a result of declined transactions in relation to the use of the Card. The Cardholder shall be liable for all transactions conducted via E- Communications.

25.5 The Cardholder is responsible for the safekeeping and use of his/her Card and his/her PIN. He/She shall exercise the utmost care to prevent the Card from being lost, stolen and/or used by a third party.

25.6 The Cardholder shall take full responsibility and assumes all liability for fraud, identity theft, unauthorised access in connection with the E-Communication and/or the accuracy and truthfulness of information he/she has provided above. CIM Financial Services Ltd shall not be liable for any inaccurate information provided by the Cardholder and/or any undelivered E-Communications.

26. GOVERNING LAW AND DISPUTE RESOLUTION

26.1 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 fulfillment of this Agreement shall be submitted to the exclusive jurisdiction of the competent courts within the Republic of Mauritius.

27. MAURITIUS CREDIT INFORMATION BUREAU

27.1 The Cardholder understands that the Bank of Mauritius has, as per the legislation, established a Central Credit Bureau, the Mauritius Credit Information Bureau (the "MCIB"), with the view to collecting from banks and non-bank financial institutions (a) details of customers/borrowers, (b) credit information with regards to the credit facilities granted to customers/borrowers, and (c) the past credit history of such customers/borrowers. In this respect, banks and non-bank financial institutions are able to seek credit information and clearance from the MCIB concerning future requests from customers for credit facilities in general.

The Cardholder understands that he/she has the right to request, from MCIB, information on what has been registered in his/her name in the MCIB's database. The information so collected will be kept in strict confidence by the MCIB, the banks, and non-bank financial institutions.

The Cardholder understands that CIM Financial Services Ltd will, as part of its credit appraisal process, in relation to an application for a CIM Financial Services Ltd credit card(s) and/or any subsequent renewals and/or reviews (including any increases) of such credit facility and/or for ongoing monitoring purposes, access the MCIB portal to seek information on credit facilities provided to him/her by banks and other non-bank financial institutions, and he/she authorises CIM Financial Services Ltd to request all information on his/her credit status from the MCIB (the "Authorisation").

If his/her credit facility is approved and/or renewed, it will be a term of the credit facility applied for, that all his/her information shall be given to the MCIB for the use of MCIB, banks, and other non-bank financial institutions.

The Cardholder further confirms that this Authorisation shall apply to all applications, including any subsequent renewals and reviews, made by him/her for applicable products, now and in the future, and this Authorisation shall remain valid until the later of (a) the revocation made by him/her in writing; or (b) the expiry or termination of any CIM Financial Services Ltd credit card facilities (including any renewals and reviews) granted by CIM Financial Services Ltd.