

TERMS AND CONDITIONS OF USING THE ONLINE PAYMENT GATEWAY

- A. ROGERS CAPITAL FINANCE LTD (hereinafter 'RCFL') or 'we') is an institution duly licensed by the Financial Services Commission to provide credit finance and leasing facilities.
- B. You have engaged with RCFL as a client of its hire purchase services, credit finance services and/or leasing services and/or you have a payment due to RCFL.
- C. RCFL offers this payment gateway ("Site") with Approved Payment Gateway Service Providers (listed below) to you as a user under the following terms and conditions.
- D. By virtue of this terms and conditions ("Terms") and accessing this Site, you accept to abide by these Terms. RCFL may, at any time and without notice, change these terms and conditions. Any change in the Terms shall be made immediately available to You in writing or via the Site and it shall be your responsibility as a user to refer to the conditions of access to the Service. Changes will be effective immediately after the changes have been made available and you will be deemed to have accepted any change if you continue to access this Site later.

Terms of Use between you and RCFL

As a client using this online payment gateway (hereinafter 'Client' or 'you'), we request you to please read these terms carefully before making an online payment.

By accepting to access Online Payment Services" through the use of your National ID (if you are an individual client) or your Business Registration Number (if you are a corporate entity) and your password, you bind yourself formally and irrevocably to the Terms herein contained.

If you do not agree with these terms and conditions of this policy, please do not process further to use this Site or the Online Payment Services.

The Site is accessible to the Clients for the purpose of paying their monthly instalments or any other payments due to RCFL. (hereinafter referred to as the "Online Payment Services")

RCFL places the Online Payment Services at your disposal on a 24/7 basis except when instructed otherwise on the Site. The contents and scope of such Online Payment Services shall be subject to the functionalities as available on the Site from time to time. Your right to use the Services available on the Site shall be subject to RCFL's technical and operational facilities.

To the extent possible, RCFL shall endeavour to provide uninterrupted usability of its Online Payment Services. However, technical malfunctions, such as interruption of power supply, hardware and software errors, technical problems within the data lines may cause temporary restrictions or interruptions. Whenever the Online Payment services shall not be available, no prior notification will be sent upon restoration of services.

Change of Services

The provision of the Online Payment Services by RCFL and the use of such Online Payment Services by you as a duly registered user shall agree to and shall be subject to these present Terms. RCFL reserves the right to change these Terms at any time, effective for new and existing contracts. You should at all times, consult the Site for updated Terms.

You shall be responsible for the provision of the technical prerequisites necessary for the use of the Online Payment Services within your scope of responsibility.

RCFL may add, change, discontinue, remove or suspend any other Content posted on this Site, temporarily or permanently, at any time, without notice and without liability.

RCFL reserves the right to undertake all necessary steps to ensure that the security, safety and integrity of RCFL's systems remain, well-protected.

Representations and Warranties

You hereby represent and warrant to RCFL that you have full power and authority under the applicable laws to execute these Terms and to do all the acts as contemplated herein which will not give rise to breach of any contract or other legal obligation at any time binding, or any law (howsoever described) at the date hereof binding on it.

Responsibility for Log-in Data

The Client acknowledges that for each use of the Online Payment Services, the Client must each time register for the services on the Site by using their National Identity Card number or Business Registration Number, as applicable and mobile number or email address, as applicable. The mobile number and email address shall be pre-registered with RCFL. The Client shall receive a one-time-password. Each access to the Site to use the Online Payment Services, will be via a different one-time password.

Accuracy of Information

You undertake to provide your contact data and other details as requested by RCFL for the completion of the confirmation process for your access to use the Online Payment Services. You warrant the accuracy and genuineness of your information uploaded on the Site.

If you provide any information that is untrue, inaccurate not current or incomplete or RCFL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RCFL has the right to indefinitely suspend or delete your and refuse to provide you with access the Site.

You will be solely responsible for the security and confidentiality of your password, which you will not reveal to any third party or any representative or agent of RCFL. RCFL expressly disclaims all liabilities that may arise as a consequence of any unauthorised use of your password. You shall notify RCFL in case of any known or suspected unauthorised use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password.

The information and data that you provide during this online transaction will only be used for the purpose of recording your payment and the your prepaid/credit/debit card/account details will be processed and stored by the Payment Gateway Service provider. RCFL shall not store any information with respect to your credit/debit card and any of your bank account details.

RCFL shall incur no liability whatsoever with respect to the performance and execution by the Site, of any of such instruction, data and/or message thereof.

Payment Process

Any Payment Amount can be made:

- by selecting instalment or payments due and paying them in full (this pays only the selected items);
- by entering the total amount to pay in the text box and making the payment.

While processing your payment, you may be required to provide your prepaid, credit or debit card details and other personal data to the Approved Payment Gateway Service Providers. In this regard, you agree to provide correct and accurate prepaid/credit/ debit card details to the Approved Payment Gateway Service Providers for availing the Online Payment Services on the Site. If your mode of payment is via my.t money, you shall be directed to a QR code. You will have to open your my.t money app, go to 'Scan QR code', and make a quick scan of the our QR code. You will be directed to enter the total amount you have selected to pay and your my.t money PIN to validate the payment.

Payment(s) effected are non-refundable except in very specific circumstances; in which case the complaint has to be lodged with RCFL.

Multiple payment transactions are allowed. If payments are made after 9 pm, the payment shall be processed on the next business day. Surcharge or late payment fees shall be applied, where applicable, in the event the Client has made a payment after the 9pm cut-off time of the due date of payment. It is your responsibility to verify, that payment corresponds to what should have been paid and that payment has well been done. All dates and times on the Online Payment Services refer to dates and times prevailing in Mauritius.

You shall not use the prepaid/credit/ debit card or payment account which is not lawfully owned by you. The information provided by you will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. You will be solely responsible for the security and confidentiality of your credit/ debit card details. RCFL expressly disclaims all liabilities that may arise as a consequence of any unauthorized use of your payment details.

All payments will be processed on the basis of the information that you provide. RCFL does not accept any liability if you make a mistake while filling in the details or for any reason whatsoever.

Once the payment has been confirmed online, you will be given a transaction reference number and a transaction payment confirmation. You shall be able to view all your online payment transactions. Please note the transaction number and quote it for any queries regarding your payment.

Your payment instructions on the Online Payment Services are irrevocable and unconditional and cannot be altered, modified, amended, restrained or extended.

Privacy Policy

We process your personal data in accordance with the Data Protection Act 2017, which is itself aligned with the General Data Protection Regulation. We encourage you to consult our [Data Protection Notice](#), where the details of such processing are set out. Except as required by law, RCFL is committed to protect your confidential data; ("Your information"), as mentioned in the present paragraph, includes all information concerning you, provided by yourself or by third parties.

By accessing this Site, certain information about you, such as Internet protocol (IP) addresses, navigation through the Site, the systems and programs used and the time spent, along with other similar information, may be stored on our servers. RCFL may use this stored information with the objective of providing you a safe, efficient, smooth and customised experience.

RCFL undertakes to maintain the confidentiality of all communications of users that contain personal data and which are directly transmitted to RCFL. Information transmitted by Internet is subject to control and interception and you will support the risks associated with such transfer of data. We cannot be held

liable for any loss, prejudice or damage incurred by you while transferring information by Internet. We reserve the right to ask for independent verification of any information submitted by email or any other means. The confidentiality of any confidential or unsolicited personal information sent to RCFL through the Internet cannot be guaranteed.

You acknowledge and accept that, in submitting any personal information to RCFL via the Site, you agree to the transfer of this information beyond international frontiers, if it is deemed necessary for processing, in accordance with the laws and procedures of RCFL.

Update in your details

You shall be obliged to keep your data, including your contact data, up to date. Should the data you provided change during the time you use the Site, you shall be obliged to correct such data by informing us of your changed data via post, e-mail or fax without delay and with supporting evidence.

Hyperlinks

RCFL is only providing a link to Approved Payment Gateway Service Providers which will enable you as our client to pay online. For your convenience, this Site may contain certain hyperlinks to other RCFL pages as well as to websites outside RCFL. In addition, you may have links to our website from another website. RCFL cannot be responsible for the privacy policies and practices of other websites, even if you access them using links from our website. RCFL can make no promises or guarantees regarding data collection on the hyper-linked pages and on websites that are not owned by RCFL, RCFL recommends that you check the policy of each website you visit, or link from, and contact the owners or operators of such websites if you have any concerns or questions.

If any Payment Gateway Service Provider imposes any taxes or charges, the same shall be borne by the Client and RCFL shall be indemnified from any such claims.

Security

RCFL have implemented technologies and policies, with the objective of protecting your privacy from unauthorised access and improper use, and periodically review the same.

All payments on the Site are 256 bits SSL secured. This means all personal data you provide on the Website is transmitted using TLS/SSL encryption.

Although RCFL will endeavour to safeguard the confidentiality of your personally identifiable information, transmissions made by means of the Internet but RCFL do not guarantee that your confidential information will be absolutely secured. By using this site, you agree that RCFL will have no liability for disclosure of your information due to errors in transmission or unauthorized acts of third parties.

If you are not using the Online Payment Services, it is therefore recommended that you keep your access secure and log out from it. During use of the Online Payment Services, the Client may be called to provide his name, address, mobile number, debit/credit/prepaid card details and email. You agree to keep confidential and not to disclose to any unauthorised third party the log-in data, especially the password granted for access. In addition, you shall be obliged to ensure that only you and/or any persons authorised by you shall use your log-in data and the Online Payment Services provided on the Site. You shall be liable for any use and/or other activity effected with your log-in data.

You shall nevertheless be liable to RCFL for any transaction effected through Online Payment Services by any other person who acquired possession of your access whether it is with or without your consent.

If you suspect that a third party is accessing your account, you must immediately change your password or alternatively contact RCFL for assistance. If you fail to do so, you shall be liable for any unauthorised transactions effected on the account which are as a result of your security details becoming known to a third party.

You shall immediately report to RCFL any loss or theft of a mobile device, including any suspected abstraction by any third party whosoever, which might give any third party access to your account on the Online Payment Services. Report of the loss, theft, suspected theft or abstraction of the mobile device, shall in no way affect any transaction effected prior thereto.

Ownership

You agree to follow all instructions on this Site. There may be proprietary logos, service marks and trademarks found on this Site whether owned/used by RCFL or otherwise. By displaying them on this Site, RCFL is not granting you any license to utilise those proprietary logos, service marks, or trademarks. Any unauthorized use of the content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

User Material

You are prohibited from posting or transmitting any defamatory, libelous, obscene, pornographic, profane, threatening or unlawful note, comment or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law.

RCFL assumes no liability or responsibility arising from the contents of any communications containing any defamatory, erroneous, inaccurate, libelous, obscene or profane material. RCFL may change, edit, or remove any user material or conversations that are illegal, indecent, obscene or offensive, or that violates RCFL policies in any way.

RCFL will fully cooperate with any law enforcement authorities or court order requesting or directing RCFL to disclose the identity of anyone posting such materials.

Transmitted Material

Internet transmissions are never completely private or secure. You understand that any message or information you send to this Site may be read or intercepted by others. Sending a message to RCFL does not cause RCFL to have any special responsibility to you.

Disclaimer

RCFL will not be liable to you or to any other person for any direct, indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused from out of your usage of this Site, including if RCFL is unable to perform its obligations under these Terms due directly or indirectly to the failure or breakdown of any machine, data processing system, transmission link or any medium of access to the Online Payment Services. The Client further formally and irrevocably agrees that RCFL shall not, under any circumstances whatsoever, be liable for any loss, damage, interruption, delay or non-performance arising out of:

- Failure by the Client to adhere to the present Terms or the Client being in contravention with any law or regulation for the time being in force or the Customer having furnished incorrect information while using the Online Payment Services or logging on the Site;
- Possession, use, abuse, misuse and manipulation by the Client of any third party software;
- Failure by the RCFL to execute any instructions from the Client as a result of causes beyond our control (“force majeure”), including but not limited to fire, storm, flood, explosion, vandalism, sabotage, strikes, pandemic, national lockdown or other labour disputes, whether involving RCFL 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;
- Unavailability or disruption of the Online Payment Services due to reasons mentioned above or for any other reason;
- Any consequential, indirect or circumstantial losses including but not limited to loss of profits, contracts or financial losses howsoever caused or arising;
- Failure or malfunction of any security token, hardware or software used by the Client to access Online Payment Services;
- Unauthorised access to the Client’s account/s or any breach of security procedures laid down therein; and/or
- Use, misuse, abuse, malfunction or failure of the Customer’s mobile or internet access or hardware.

RCFL is not liable for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Site or hardware.

Indemnity

The Client agrees to indemnify and hold RCFL harmless against all claims, losses, damages and actions that the Client may initiate in relation to the online payment gateway provider. Neither RCFL nor any of its employees or offices shall be liable for any such loss or damage that may be suffered by the Client as a result of usage of the Online Payment Services.

Limitations

Access and use to the secure areas of this Site are restricted to authorised users only. The Client shall not assign any of its rights or obligations in the Terms, in any circumstances whatsoever without the prior written consent of RCFL.

Unauthorised persons attempting to access these areas may be subject to prosecution. RCFL reserves the right to seek all remedies at law and in equity for violations of the present terms and conditions and/or the applicable laws. This may include forwarding the facts to the regulatory, investigation and/or enforcement authorities, as applicable. Any action that is suitable to negatively affect the smooth operation of the Site, in particular to generate excessive traffic shall also be prohibited.

RCFL shall be entitled to temporarily or permanently block your access to the Site if there are concrete indications showing that you violate or violated these Terms and/or applicable law or if RCFL is legitimately interested in blocking such access. When deciding on blocking your access to the Site, RCFL shall take your legitimate interests into consideration.

Jurisdiction/Applicable Laws

Users of this Site agree to be governed by the laws of the Republic of Mauritius. All disputes arising from the present terms and conditions shall be solely settled by courts of the Republic of Mauritius.

List of approved Payment Gateway Service Providers:

- o MIPS (<https://www.mips.mu/>)
- o The Mauritius Commercial Bank
- o The State Bank of Mauritius
- o The my.t money app (<https://www.myt.mu/money/howto/how-to-pay-a-merchant-via-a-QR-Code/>)