



Terms and Conditions on E-Communication

I, as the Cardholder, fully understand and agree that:

1. I shall receive E-Communication relating to my CIM FINANCE Credit Card from CIM Financial Services Ltd ('Cim') as per this Terms and Conditions on E-Communication via any of the E-Communication Devices.
2. 'E-Communication' in this Terms and Conditions E-Communication shall include, but not be limited to, statement of account, notices, automated advices, reminders, Personal Identification Number, 3D Secure One Time Password ('OTP'), offers and promotions for marketing purposes, legal and regulatory disclosures, communications, access to CIM FINANCE Cards Portal and/or any other documents that Cim is required to provide to the Cardholder on any E-Communication Devices. 'E-Communication Devices' shall mean the electronic mail address/mobile phone number that the Cardholder has provided to Cim; electronic platforms; and/or any other electronic means used by the Cardholder.
3. I shall no longer receive any communication from Cim, including my statement of accounts and/or any other information relating to my CIM FINANCE Credit Card in paper format.
4. In the event the Cardholder withdraws his/her consent to receive E-Communication from Cim, he/she shall notify Cim with a prior written notice of thirty (30) days by sending an email on cardcallcentre@cim.mu or visit one of Cim's 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.
5. Where the Cardholder has withdrawn his/her consent to receive E-Communication and subsequently makes a request for a paper copy of a document in relation to the CIM FINANCE Credit Card, Cim reserves the right to charge the Cardholder a reasonable service charge, to be determined by Cim at its sole discretion.
6. The Cardholder hereby authorises Cim to send his/her Card's Personal Identification Number ('PIN') on the mobile phone number that is recorded on the Cards Management IT systems of Cim at the Cardholder's own risk and peril and Cim shall not be held responsible for any prejudice and/or loss suffered by the Cardholder.
7. 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 will never ask for same. The Cardholder shall not communicate his/her PIN to any officer of Cim at any time. The Cardholder must immediately notify Cim 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.
8. When making an online transaction that requires 3D Secure OTP, a unique one time password valid for one time use only shall be sent to the Cardholder's on the mobile phone number and email address

- that is recorded on the Cards Management IT systems of Cim. The purpose of the 3D Secure OTP is to protect the Cardholder by reducing the risks of unauthorised account access, identity theft and fraud.
9. All communications in electronic format from Cim to the Cardholder shall be considered as ‘in writing’. Any withdrawal of consent to E-Communication by the Cardholder or cessation to provide E-Communication by Cim shall not affect the legality, validity or enforceability of any E-Communication or other notice or communication provided prior to the withdrawal or cessation.
 10. The Cardholder undertakes to hold a valid and working email address, computer, mobile phone and/or any other applicable E-Communication Devices. The Cardholder shall be responsible for ensuring that he/she has the appropriate hardware and software products/versions to review the E-Communication. In the event that the Cardholder makes any changes to his/her E-Communication Devices and/or fails to have access to an E-Communication, he/she shall inform Cim within five (5) business days from such occurrence by:
 - (i) sending an email to cardcallcentre@cim.mu;
 - (ii) calling Cim on (230) 2089090; or
 - (iii) visiting one of Cim’s counters.
 11. The Cardholder agrees to review E-Communication promptly and to take required action(s) as requested by Cim, if any, within the time periods provided in the E-Communication. The Cardholder shall be solely responsible for any liability or loss of chance in the event that he/she did not review any E-Communication provided by Cim within the specified time limit in the E-Communication.
 12. The Cardholder shall be responsible for promptly reviewing the E-Communication. It is the Cardholder’s responsibility to notify Cim immediately of any suspected error, alteration or unauthorised access to the E-Communication within a period of thirty (30) days as from date of issue of the E-Communication.
 13. Cim reserves the right to serve legal notices and any other communication in hard copy/paper from time to time when required to do so or at its sole discretion. The Cardholder undertakes not to hold Cim responsible for receiving such paper documents.
 14. While Cim endeavours to ensure the soundness of E-Communication, the Cardholder undertakes that he/she is perfectly aware of the risks inherent to the transmission of E-Communication as referred to above, including but not limited to, documents being sent to impersonated e-mail addresses and/or wrong recipients, and thereby becoming known to third parties. The Cardholder agrees to bear the consequences thereof and shall not hold Cim liable in any form or manner whatsoever.
 15. The Cardholder may be late in receiving or may be unable to receive or access the E-Communication due to the various reasons, including but not limited to the following:
 - (i) issues with mobile or other electronic device, including loss of device;
 - (ii) issues with mobile, email, electronic platforms or internet network or service provider; or
 - (iii) the Cardholder’s failure to inform Cim of the change in his/her electronic mail address or mobile phone number that is recorded on the Cards Management IT systems of Cim.



16. Cim shall not be liable for any service charge levied by a mobile or internet service provider in connection with the E-Communication or any issue with the mobile or internet network or service provider.
17. For security and privacy reasons, certain data transferred through E-Communication shall be password protected. The password used to protect the data will be communicated to the Cardholder. In the event that the password has been compromised, the Cardholder shall inform Cim immediately. Cim shall after receipt of the Cardholder's request suspend the E-Communication, until further instruction is received from the Cardholder to reactivate the E-Communication.
18. The Cardholder agrees to be registered on the CIM FINANCE Cards Portal wherein the Cardholder will obtain all the information relating to his/her CIM FINANCE Credit Card.
19. The Cardholder agrees to indemnify and hold Cim harmless from and against and all charges, complaints, costs, damages, demands, expenses, liabilities and losses resulting from any delay, non-receipt, unauthorised access or incompleteness resulting from any failure, defect or any other cause connected with telecommunications network, failure of equipment or any other cause.
20. The Cardholder agrees to indemnify and hold Cim harmless against any and all charges, complaints, costs, damages, demands, claims, expenses, liabilities and losses resulting from unauthorised access to any E-Communication Devices of the Cardholder for reasons that are beyond the control of Cim.
21. Cim 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 CIM FINANCE Credit Card. The Cardholder shall be liable for all transactions conducted through any E-Communication Devices.
22. The Cardholder shall take full responsibility and assumes all liability for, fraud, identity theft, unauthorised access in connection with the E-Communication/E-Communication Devices and/or the accuracy and truthfulness of information he/she has provided to Cim. Cim shall not be liable for any inaccurate information provided by the Cardholder and/or any undelivered E-Communication.
23. Cim has taken reasonable care for the E-Communication to reach the Cardholder free from any computer viruses and other malware. Cim shall not accept any liability whatsoever for any loss or damage that may be caused by any computer viruses and other malware.
24. This E-Communication services is being provided at Cim's sole discretion and such service may be modified, suspended, withdrawn, cancelled or discontinued by Cim at any time. In the event of such modification, suspension, withdrawal, cancellation or discontinuance of the service, Cim shall notify the Cardholder and shall revert to sending paper copy of any document in relation to the CIM FINANCE Credit Card.

