



Terms and Conditions for CIM Financial Services Ltd's services on WhatsApp

1. These terms and conditions for CIM Financial Services Ltd's ('CFSL') services on WhatsApp, as may be amended from time to time ('WhatsApp Terms and Conditions') are applicable to customers that avail the services provided by CFSL on the WhatsApp platform and who are eligible for such services; and to any other communication between the customer and CFSL on WhatsApp ('WhatsApp Platform'). The services offered on the WhatsApp Platform is at the discretion of CFSL. 'WhatsApp' is the application provided by WhatsApp Inc., 1601 Willow Road, Menlo Park, California 94025.

2. Please read these WhatsApp Terms and Conditions carefully before using the services which is accessible on the WhatsApp Platform on CFSL's website www.cimfinance.mu ('Website'). By accessing and using the WhatsApp Platform, you agree to be bound by these WhatsApp Terms and Conditions and in case you do not accept to be bound by these WhatsApp Terms and Conditions, you should not use the WhatsApp Platform.

3. The WhatsApp Terms and Conditions constitute a contract between you and CIM Financial Services 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 ('CFSL').

The term "you", "your" and "customer" refers to any person using the services provided by CFSL on the WhatsApp Platform.

4. By applying and opting in for the services, the customer acknowledges that he has read, understood and accepted these WhatsApp Terms and Conditions.

5. No act, delay or omission by CFSL shall affect its rights, powers and remedies under these WhatsApp Terms and Conditions. The customer hereby accepts and agrees that all services and communications taking place on the WhatsApp Platform, initiated either by CFSL or the customer, will be governed by and subject to these WhatsApp Terms and Conditions.

6. The customer hereby agrees for CFSL to carry out the services requested by the customer on the WhatsApp Platform on the authorised mobile number of CFSL as registered with WhatsApp for the purposes of providing services ('CFSL Registered Number'). Provided however that CFSL shall not be required to authenticate the customer, if any request for the services comes on the WhatsApp Platform to CFSL Registered Number, and in case of a customer, if the number reflected in the requestor's mobile is the mobile number which the customer has registered with CFSL ('Customer Registered Number'). CFSL shall be entitled to presume that it is the customer itself which is interacting through the WhatsApp Platform and in case of any other customer, CFSL shall be entitled to presume that the number reflected in the WhatsApp profile is the customer's number and it is the customer itself and not any other person who is interacting with CFSL Registered Number.

7. CFSL's own record or log of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.





8. By subscribing to services on the WhatsApp Platform, the customer agrees to get notifications via WhatsApp including account information, transaction details, and other services/communications. Customer also agrees to receive notifications including offers, new product features, any other important notification sent by CFSL from time to time on the Customer Registered Number via the WhatsApp Platform.

9. These WhatsApp Terms and Conditions shall commence from the date on which it is published on the Website and continue indefinitely. CFSL reserves the right to amend and/or terminate these WhatsApp Terms and Conditions in its entirety at any time in its sole discretion and/or cease the operation of the services 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 Website. CFSL recommends that you read the Terms and Conditions for CIM Financial Services Ltd's services on WhatsApp from time to time.

10. This WhatsApp Platform serves as supplementary medium through which CFSL can communicate with you and provide any services as FSL may decide in its sole discretion.

11. The customer agrees and accepts that CFSL reserves the right to provide only such services as CFSL may at its discretion permit from time to time. CFSL may also inform/update the availability/non-availability of any particular service, at its sole discretion. The customer hereby agrees that CFSL may at any time, without notice to the customer, modify, discontinue or make additions/deletions to the services offered to the customer. The customer agrees that he/she shall not hold CFSL responsible for not responding to the queries/information sought by the customer or not providing a response to the satisfaction of the customer or not processing any request of the customer, in case CFSL has not received an instruction to this effect in its systems or the message sent by the customer is not in the format as required by CFSL or does not fall under the services being offered by CFSL at the time or CFSL does not receive such a message for technical reasons or otherwise or for any reason whatsoever. CSL shall have no liability in case of any fraud or impersonation incidents through the WhatsApp Platform.

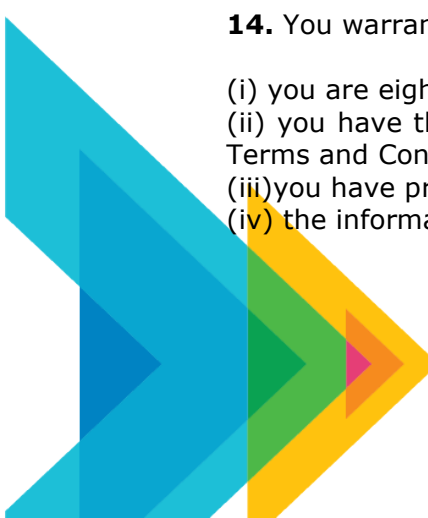
12. The application connecting to the WhatsApp Platform is hosted outside Mauritius in a secure environment by having appropriate technical and organisational measures to ensure a level of security to mitigate the risk involved and ensure that processing of personal data will meet the requirements of data protection laws.

13. By accessing and using the WhatsApp Platforms, you consent and agree that your personal data will be processed in accordance with the Data Privacy Policy published on Cim Finance website:

<https://about.cimfinance.mu/images/data-privacy-statement/cimfinance-data-privacy-statement.pdf>

14. 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 WhatsApp Terms and Conditions;
- (iii) you have provided CFSL with a valid mobile phone number;
- (iv) the information provided by you is true, complete and accurate.





15. You shall take full responsibility and assume all liability for the accuracy and truthfulness of the information you are providing on the WhatsApp Platform. You solemnly affirm that the mobile number submitted to CFSL is duly registered under your name with the mobile service provider. You undertake to compensate CFSL in the event that CFSL becomes liable to any third party as a result of such mobile number being false or otherwise inaccurate. CFSL shall not be liable for any inaccurate information provided by you on the WhatsApp Platform.

16. By agreeing to the WhatsApp Terms and Conditions, you agree that CFSL shall send WhatsApp on the mobile phone number you have provided on the WhatsApp Platform. You agree to receive any document and/or information from CFSL by WhatsApp as per the information you have provided on the WhatsApp Platform.

17. CFSL shall not be liable for the unavailability of the WhatsApp Platform in the event of a force majeure, act of god, for any act or omission of persons or bodies for whom CFSL is not responsible or any other cause, whether similar or dissimilar, outside the control of CFSL.

18. CFSL shall not be liable for any interruption, unavailability, downtime, malfunction or failure of the WhatsApp Platform falling outside CFSL control. CFSL shall not be held responsible for any delay or non-receipt of messages due to unavailability/disruption of data network connection.

19. CFSL shall not be liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by CFSL or not) to the Customer, which may affect the services provided on the WhatsApp Platform.

20. You formally and irrevocably agree that CFSL 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 WhatsApp Terms and Conditions; act in contravention with any law in force in Mauritius or you have furnished any incorrect information on the WhatsApp Platform.

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

(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.

21. You acknowledge and understand that:

(i) all passwords, including one time password ('OTP') must be changed by the customer and should be kept secret and should not be imparted or communicated to any person, including any employees of CFSL;

(ii) you shall ensure that you have appropriate network connection for accessing the WhatsApp Platform via your PC, mobile phone, tablet or any other electronic device. Receipt of messages shall be subject to the data network connection;

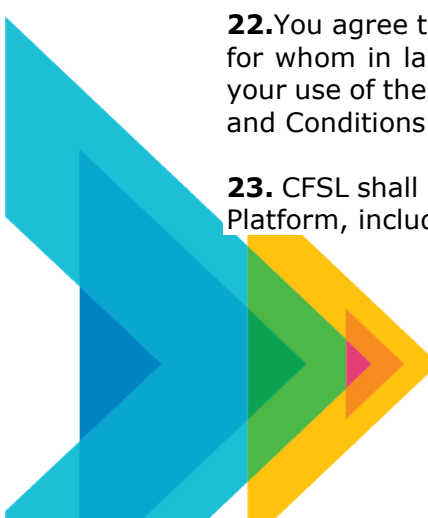




- (iii) you shall notify CFSL immediately upon becoming aware that your password/OTP may have fallen into the hands or made known to any third party;
- (iv) you shall nevertheless be liable to CFSL for any transaction effected by any such third party through the use of your password, prior to formal notification to CFSL, as if you had used it yourself. You expressly undertake that you shall hold CFSL harmless in the event that as a result of such a transaction, you suffer any prejudice whatsoever;
- (v) you shall notify CFSL in writing of any change of mobile phone number. You hereby discharge CFSL from all liabilities resulting from any failure to notify it of such changes;
- (vi) in order to effectively access the WhatsApp Platform, 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) you shall be responsible for upgrading any software, hardware and operating system at your cost from time to time so as to be compatible to continue to avail the services offered by CFSL on the WhatsApp Platform;
- (viii) you understand that using the WhatsApp Platform may carry extra risks and may not be secured. Any message and information exchanged is subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or may involve delay in transmission. CFSL shall not be responsible or liable to the customer or any third party for the consequences arising out of or in connection with using of the WhatsApp Platform;
- (ix) you understand that PC, mobile phone, tablet or any other electronic device are vulnerable to threats such as, but not limited to access by intruders to the data /information; identity theft; privacy violations; planting of stealth software and viruses; disablement or distortion of operations; and interception of the transmission of encrypted data/message. The Customer shall immediately notify CFSL in writing if Customer discovers/ suspects unauthorized access;
- (x) you shall not submit or transmit any grievance, report any complaint or similar important matters through this WhatsApp Platform;
- (xi) you shall not submit or transmit any content through this WhatsApp Platform that:
 - a) is obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical;
 - b) encourages the commission of a crime or violation of the laws of Mauritius;
 - c) infringes the intellectual or copyrights of CFSL or a third party;
 - d) is confidential and/or personal or sensitive information/data belonging to the customer or any third person.
- (xi) the software/other internet related software which are required for providing the services on the WhatsApp Platform and any intellectual property rights of CFSL are the legal property of CFSL. The authorisation given by CFSL to avail of the services to the customer shall not create or convey any rights, title or interest to the customer in such software or intellectual property rights of CFSL. The customer agrees that he/she shall not attempt to modify, translate, disassemble, decompile or reverse engineer such software or create any derivative product based on the software.

22. You agree to indemnify CFSL, its officers, directors, contractors and/or representatives for whom in law CFSL may be liable, for any claim, loss, damage, liability arising out of your use of the WhatsApp Platform or its material or your breach of these WhatsApp Terms and Conditions.

23. CFSL shall not be bound to inquire into the authority of the person using the WhatsApp Platform, including the login, password used to access the platform.





24. These WhatsApp Terms and Conditions together with the Data Privacy Policy published on Cim Finance website shall constitute the whole agreement between you and CFSL relating to your access to and use of the WhatsApp Platform.

25. CFSL may, in its sole discretion, change, amend, suspend, withdraw or discontinue any aspect, feature, information contained on the WhatsApp Platform at any time without any notice and/or liability to you.

26. CFSL reserves the right to remove or otherwise delete any content or submissions made by the customer that violates the laws of Mauritius, any policies and procedures of CFSL and/or any guidelines, codes, circular, handbook, rules issued by any regulatory authorities and which are inappropriate, as per CFSL's sole discretion, without any liability or giving any notice to the customer.

27. The customer agrees that the responses received by the Customer from CFSL are based on program running at backend. This program has been developed and regularly enhanced to handle the queries in best possible manner. However, for any inappropriate/inaccurate answers or any answers that the customers may not find satisfactory, CFSL shall not be held responsible.

28. It is recommended for customers who have subscribed to this WhatsApp Platform to delete WhatsApp application when changing their device so as to ensure there is no misuse of the same.

29. CFSL may change, vary or upgrade its software, hardware and/or operating systems from time to time and shall be under no obligation to support the software, hardware and/or operating systems used by the customer and that the same shall be the customer's sole responsibility.

30. WhatsApp is owned by a third-party unaffiliated with CFSL. The customer shall independently be guided by the privacy policies and the terms of service of WhatsApp and the third parties or group companies of WhatsApp and CFSL has no control over them. CFSL is not responsible for the privacy or security policies at these sites or other third-party sites. The customer should always review these privacy and security practices and policies. The customer understands and agrees that WhatsApp or any other service provider through which CFSL is providing the WhatsApp facility can review and monitor, store the contents shared/communicated through the WhatsApp or other service provider(s) and may share the same with third parties.

31. In the event that any matter arising out of or in connection with your use of the WhatsApp Platforms, please contact us on **2036800** or send an email to **contact@cim.mu**

32. If any provision in these WhatsApp 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.





33. 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 WhatsApp Terms and Conditions and the use of the WhatsApp Platform.

34. You hereby expressly acknowledge and confirm that you have read, understood and agree with these WhatsApp Terms and Conditions by sending a message/ sending any communication on WhatsApp on CFSL Registered Number.

v.26102022

