

RULES FOR FNB BUSINESS ELECTRON DEBIT CARDS

The following Rules will apply to the issue and use of an FNB Business VISA Electron Debit Card (with Limited Function or Full Function) issued by First National Bank of Botswana Ltd, at the request of a Customer ("Bank"). The Rules constitute an agreement between the Customer, the Cardholder and the Bank.

Section A: Definitions

"Account"	means the account nominated by the Customer to which the Card is linked as a primary link.
"ATM"	means an Automated Teller Machine
"Card"	means the FNB Business VISA Electron Debit Card issued by the Bank, with 'Full Function' or 'Limited Function' as the context dictates.
Limited Function	Refers to Cards that permit Limited Functions only as described in Section 2 (Use of the Card)
Full Function	Refers to Cards that permit a much wider range of functions as described in Section 2 (Use of the Card)
"Cardholder"	means the person who has been nominated by the Customer to use the Card
"Customer"	means the Customer in whose name the Account is conducted with the Bank.
"Limits"	means the ATM cash, Point of Sale purchase and over-the-counter cash withdrawals limits both locally and internationally, whichever is applicable to the specific Card.
"PIN"	means the Cardholder's Personal Identification Number.
"Rules"	means the rules that apply to the issue and use of an FNB Business VISA Electron Debit Card (Limited Function or Full Function) issued by the Bank on instruction by the Customer to the nominated Cardholder
"POS"	means a Supplier's point-of-sale device, which is enabled to accept the Card.
"Supplier"	means any person or entity from whom a cash advance was obtained, goods were purchased or services obtained.
"VISA"	means Visa International
"we/us/our/ Bank"	means First National Bank of Botswana Ltd,.
"OTC"	Over the counter at an FNB Teller,
Transfers	Means the movement of funds between different FNB accounts belonging to the same customer client
Payments	Means the movement of funds from an FNB account to a third party or any account held at another bank.
Primary link	Refers to the main account to which the card is linked.
Secondary link	Refers to the linking of other secondary accounts.

Section B: Issue and Use of the Card

1 Issue of the Card

- 1.1. The Card is issued by us, remains our property and must be returned to us immediately at our request.
- 1.2. When we issue the Card, we will also issue the Cardholder with a unique PIN. The PIN must not be disclosed to anyone else and must be kept secret and separate from the Card.
- 1.3. Only one Account may be linked to the Limited Function Card.
- 1.4. In the case of Full Function cards, only one account may be linked as a Primary link but additional accounts can be linked as Secondary links by the Customer owning the account/s.

- 1.5. The FNB Business VISA Electron Debit Card with Full Function will not have automatic Limits and may be linked to more than one Account as selected by the Customer owning the account/s.
- 1.6. For any changes in Limits, the Customer must complete a new mandate form provided by the Bank.
- 1.7. Only the Customer may elect (on the appropriate mandate form provided for this purpose):
 - 1.7.1 The type of Card to be issued
 - 1.7.2 Whether the Card will have Limited Function or Full Function
 - 1.7.3 The Cardholder to whom a Card may be issued;
 - 1.7.4 The Customer's own Account/s to which the Card will be linked;
 - 1.7.5 The Limits applicable to the Card,
 - Card limits can be set for ATM, POS, OTC (on both Limited Function and Full Function)
 - Full Function card will enable payments and transfers but limits can not be set on these transactions;
 - 1.7.6 To change the Limits applicable to the Card..

2 Use of the Card

2.1. General Obligations

- 2.1.1 The Cardholder must sign the Card immediately with a ballpoint pen upon receiving it.
- 2.1.2 The Cardholder is the only person who may use the Card and cannot transfer it to any other person or authorise any other person to use it. The Cardholder must keep the Card safe.
- 2.1.3 The Card may not be used for any illegal transactions and it is the responsibility of the Customer and the Cardholder to ensure that a transaction is lawful before the Card is used.
- 2.1.4 The Cardholder must sign a transaction slip and/or apply the PIN, as required by the Supplier.
- 2.1.5 All transactions for purchases and/or services or cash withdrawals will be debited to the selected Account/s .
- 2.1.6 Use of Card outside Botswana:
 - Any transaction or payment in a currency other than Botswana Pula will be debited to the Account at VISA's prevailing rate of exchange on the date of settlement.
 - The transaction will appear on the Account statement in Pula.

2.2. Functions

- 2.2.1 The Card with Limited Function (together with the PIN) may be used to:
 - withdraw cash,
 - deposit into the Account,
 - purchase goods and services from Suppliers who display the VISA ELECTRON logo.
- 2.2.2 In addition to the transactions available with Limited Function Cards, Full Function Cards may also:
 - be used to access account information
 - be used to effect electronic payments and transfers via FNB ATMs and FNB branches
 - be linked to FNB Business Accounts and/or Business Islamic accounts.
 - be issued to individuals that have full signing authority on the Account.

- 2.2.3 This Card may not be used:
- to purchase or transact by mail order, telephone or electronically,
 - as a reference for recurring payments, including debit orders, subscription fees and membership fees,
 - for any other transactions not stated in 2.2.1. and 2.2.2
 - to register for internet banking

2.2.4 No requests may be made on as to obtain vouchers in respect of transactions.

3 Unauthorised use of the card

- 3.1. The Customer and the Cardholder must take all reasonable steps to prevent any unauthorised use of the Card and/or PIN (if a PIN has been issued).
- 3.2. The Cardholder and/or Customer must notify us immediately on 0800 302 302 if:
- the Card has been lost or stolen,
 - someone has obtained the PIN, or
 - there are unauthorised transactions on the Account.
- 3.3. We are not liable to Customer or Cardholder in respect of any transaction effected after the card was lost or stolen and/or third party obtained access to the PIN.

4 Statements

- 4.1. All Card transactions, fees and charges will be reflected on the statement of the Account.
- 4.2. The Customer has 30 days after the date of each statement to dispute any Card transaction that appears on the statement, after which we will be entitled to regard the statement as correct.

5 Replacements and Expiry of Card

- 5.1. The Card is valid from the valid date until the last day of the month of the expiry date as indicated on the Card and the Cardholder will only use the Card for this period.
- 5.2. The Cardholder may collect a renewal Card at the branch where the Account is held or another branch if so advised by the Bank.
- 5.3. When a Card has expired, the Cardholder will destroy the Card by cutting through the magnetic strip.
- 5.4. The Customer or the Cardholder may request the Bank to issue a replacement Card provided that the Customer's mandate is still in force when:
- the Card is lost,
 - the Card is stolen,
 - the Card is damaged,
 - the Card has expired, and/or
 - the Cardholder has forgotten the PIN.
- 5.5. The same Limits and functionality will apply to the replacement Card.

Section C: Transactions and Disputes

6 Right to debit the Account or decline transactions

- 6.1. Each time the Card or the Card number (and PIN, where applicable) is used in a transaction, we have the right to debit the Account with the transaction amount whether or not a transaction slip or cash withdrawal voucher has been signed.

6.2. If there are insufficient funds in the Account, we have the right to decline an authorisation request for a transaction.

7 Disputes with Suppliers

7.1. A dispute between the Customer and/or the Cardholder and any Supplier will not:

7.1.1 affect our right to debit the Account with any transaction and receive payment of the transaction amount from the Customer, or

7.1.2 give the Customer or the Cardholder the right to:

- instruct us to refuse to pay the Supplier,
- request a charge-back of payment already made to the Supplier, for goods purchased or services obtained with the Card, or
- have any claim, or institute any counter claim against the Bank, or to apply set-off against the Bank.

7.2. All payments that we have made to a Supplier for any transaction are final and irreversible, unless a reversal is allowed by the VISA rules and regulations, as published by VISA from time to time or if there was duplication in payment because of human and/or technical error on behalf of the Supplier.

7.3. The Customer or the Cardholder must raise any Card-related disputes within 30 days after the transaction date with the branch at which the Account is conducted, by completing the relevant dispute forms.

Section D: Charges, Fees and Other Costs

8 Card Fees and Charges

8.1. We may charge a Card replacement fee if the Card is lost, stolen or damaged,

8.2. The Account will be charged with:

- a fee for each transaction made through the use of the Card, as advised by us from time to time, and
- a dispute fee, if the Customer and/or the Cardholder raise a dispute against a Supplier for any purchase/transaction, and the purchase/transaction is proved to be correct..

8.3. These fees and charges are set out in our pricing brochure which is available at any FNB branch or on the Bank's website, www.fnbbotswana.co.bw, with the exception of the dispute fees which are available on request at any FNB Branch.

8.4. We may at any time amend or introduce new fees and charges for the use of the Card for which we will give the Customer reasonable notice.

9 Legal Costs

9.1. The Customer and/or the Cardholder will be responsible for all expenses the Bank may incur in recovering any amount the Customer and/or the Cardholder may owe us, including but not limited to:

9.1.1 legal costs on the so-called attorney and client scale (that is all the disbursements made by the attorney briefed by us, including all costs of any advocate instructed by him, and the cost of the professional services rendered by the attorney to us);

9.1.2 collection charges and tracing fees; and

9.1.3 Value-added Tax (VAT) thereon.

Section E: Liability and Exclusion of Liability

10 Joint and Several Liability

- 10.1. The Customer and the Cardholder accept joint and several liability for all transactions performed by the Cardholder using the card.
- 10.2. If the Customer does not pay us in full for the transactions, the Cardholder will be jointly and severally liable to us as co-principal debtor for all amounts, which includes interest levied on the transaction amount/s and applicable fees/charges, owing to us on the Account through the use of the Card, and obligations arising out of these Rules.

11 Liability

- 11.1. The Customer and the Cardholder will be liable for:
 - 11.1.1 all unauthorised Card-based transactions until we have been notified of the loss or theft of the Card,
 - 11.1.2 any unauthorised transaction that has been debited to the Account through any person other than the Cardholder using the PIN, unless the Cardholder can prove that such person did not obtain the PIN as a result of the Cardholder's negligence and
 - 11.1.3 any unauthorised transaction that has been debited to the Account through any person other than the Cardholder using the card for purchases/transactions made unless the Cardholder can prove that such person did not obtain the Card or Card number as a result of the Cardholder's negligence.

12 ATMs

We are not responsible for any loss the Customer and/or Cardholder may suffer as a result of a failure, temporary breakdown or malfunction of an ATM.

Section F: Termination of Agreement

13 Termination

- 13.1. We may, at our sole discretion and without providing any reason, terminate this agreement represented by these Rules (the Agreement) and/or the Cardholder's right to use the Card, on notice to the Customer, at which time the Card must be returned to us.
- 13.2. We reserve the right, in the case of fraud, or suspected fraud or if we are compelled by law or if the Cardholder has not used the Card for a reasonable period of time, to protect our interest, which may include summarily terminating this Agreement and the Cardholder's right to use the Card.
- 13.3. The Customer and/or the Cardholder may terminate the Agreement in respect of the Card by notifying us in writing and by simultaneously returning the Card to us.
- 13.4. The Customer has the right to claim possession of the Card from the Cardholder on demand, but the Customer is not entitled at any time to any knowledge or access to the Cardholder's PIN, if issued. Such possession of the Card must be notified to us in writing, and the Card returned to the Bank.
- 13.5. When this Agreement is terminated, the Customer's and the Cardholder's full indebtedness to us with respect to all Card transactions remain due and payable, subject to the arrangements in place in respect of the Account(s).
- 13.6. Should the Customer request us to close the Accounts, the Card must be returned to us immediately and a 7-day period must be allowed before the Account may close, to allow for settlement of any outstanding transactions made by the Cardholder that have not yet been processed by a Supplier.

Section G: General

14 Certificate of Indebtedness

A certificate signed by one of our managers (whose appointment it will not be necessary to prove) will be sufficient proof of the amounts due and payable by the Customer and Cardholder to us.

15 Amendments

- 15.1. We may from time to time amend these Rules, by notifying the Customer of the changes.
- 15.2. The Customer undertakes to inform the Cardholder of any changes to this Rules.
- 15.3. If either the Customer or the Cardholder is dissatisfied with the changes, they have the right to terminate the Agreement prior to the expiry of 21 days after notification of the changes has been sent to the Customer.
- 15.4. The changes will be binding on the Customer and the Cardholder and will form part of the Agreement upon expiry of the 21-day period.
- 15.5. No variation of the Rules and no waiver of any of the Bank's rights will be of any force unless reduced in writing and signed by the Bank's duly authorised representative/s.
- 15.6. The Customer and the Cardholder may not amend these Rules.

16 Notices

- 16.1. Any legal notices and summonses will be served to the Customer and Cardholder, at the Customer's physical address as advised to us by the Customer (domicilium citandi et executandi). It is the duty of the Customer to notify the Bank in writing of any change in physical address, failing which any legal notice or summons served on the physical address, as advised to us by the Customer, will be deemed to have been duly served.
- 16.2. Any correspondence that we send to the Customer or the Cardholder will be sent to the Customer's postal, electronic address or cellular telephone number, as advised us by the Customer from time to time. It is the duty of the Customer to notify the Bank in writing of any change in postal or electronic address or cellular telephone number, failing which any correspondence served on the postal or electronic address or cellular telephone number, as advised to us by the Customer, will be deemed to have been duly served.
- 16.3. Any correspondence we send to the Customer or to the Cardholder shall be deemed to have arrived within 7 days of us having posted it. Any correspondence sent to the Customer or to the Cardholder by fax or electronically will be deemed to have been received on the day that it was sent.

17 Jurisdiction and applicable law

Botswana law will govern these Rules.

18 Agreement

Acknowledgment by the Customer and the Cardholder to agree to be bound by these Rules, constitutes acceptance by each of them of an Offer and a valid binding and enforceable contract is brought about between the Bank and the Customer and Cardholder upon the terms and conditions of the provisions of these Rules.

I, the undersigned, agree to be bound by the Rules.

Date:Date.....

Cardholder's signature:Customer's Signature.....

Cardholder's full names:.....Customers full names.....

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