



FNBB eWallet Service Terms and Conditions

GENERAL TERMS AND CONDITIONS

These Terms and Conditions form an agreement between you and First National Bank of Botswana (FNBB), whenever you use eWallet. If you use any of the services available on eWallet, you accept that these Terms and Conditions apply to you.

These rules must be read with FNBB's General Terms and Conditions and FNBB Remote Banking Terms and Conditions.

The Sender understands that there is no agreement between FNBB and his nominated Recipient(s) to receive and use funds through eWallet services. FNBB merely acts on the Sender's instruction to make funds available to a nominated recipient through eWallet, accessible through a registered cell phone number.

FNBB will not be involved in any dispute between the Sender, the Recipient and/or any third-party product or service provider.

Any funds sent through eWallet shall remain the property of the Sender and will only vest upon the Recipient through a cash withdrawal, Point of Sale or Prepaid services purchase and/or any other use.

The Sender can reverse the funds at any time before the Recipient withdraws and/or uses the funds in any way.

FNBB will not be liable once the funds have been withdrawn by the Recipient.

eWallet self-reversals can be done on funds sent to an eWallet via Cellphone Banking, depending on the availability of the funds and provided the self-reversal is done within 72 hours of sending the eWallet.

FNBB may change the Terms and Conditions from time to time.

FNBB will notify you about any material changes by issuing a notice on its service channels or by sending you an SMS notification. If you use the eWallet services after FNBB has given you any such notice, FNBB will assume that you have read, understood and agreed to the changes.

RISKS AND LIABILITY

- You use this eWallet service at your own risk. FNBB makes no warranty of any kind about the service to you or any other person.
- FNBB is not responsible for any loss you or your nominated Recipient(s) may suffer as a result of a failure, temporary breakdown or malfunction of any ATM or another device.
- During periods of load shedding, circumstances outside or beyond FNBB's control or power failures FNBB cannot guarantee the provision of the eWallet service, in this instance FNBB does not accept any liability arising from the use of eWallet whatsoever.
- The eWallet service may be unavailable from time to time due to interruptions in services provided by third party providers or due to technical interruptions or maintenance requirements. FNBB is not liable for any loss you and/or the Recipient may suffer because of such interruptions.
- FNBB will not be responsible to you or the Recipient if you or the Recipient loses or accidentally discloses any eWallet security information to third parties, including the one-time pin sent to you or the Recipient.
- FNBB is not responsible for any loss or damage you suffered as a result of funds sent to a wrong cell phone number or if a payment instruction is duplicated by you. This also includes situations where the Recipient may not be legally entitled to the funds for any reason.
- FNBB will not be responsible to the Sender or the Recipient or any other third party if the funds in an eWallet are accessed by a third party because the cell phone number was churned and re-allocated by the cell phone network provider in line with the provisions of BOCRA.
- FNBB cannot guarantee that the Recipient will receive the notification message since this depends on the service of the mobile network operators. FNB is not liable for any loss or damage caused to any person (directly or indirectly) because of the operation of, failure, or malfunction of third party systems or communication devices.
- FNBB is not responsible to you for any loss or damage you suffer, whether directly or indirectly, because of a third party or its products or services or your use of the products or services. You alone take the risk of using or purchasing third party products or services. You hereby agree to indemnify us and hold FNB harmless for any loss or damage you may suffer, or cause, in this regard. FNBB does not accept any liability with regards to any third-party transactions.

- FNBB does not verify the identity of the Recipient or the Recipients cell phone number that you are sending funds to, therefore it is your responsibility to ensure that the information you give us is correct.
- FNBB will not be responsible to you or the Recipient for any loss or damage you suffer because you gave the incorrect or incomplete information.
- FNBB is not responsible if you do not complete an instruction or if you do not follow our instructions when using eWallet.
- Information sent over public networks may be subject to unlawful monitoring and interception. FNBB recommends that eWallet service and other banking services only be used over private networks, using personal data and airtime.

SERVICE OFFERING

1. SEND MONEY

This eWallet service is an instant, easy and affordable money transfer service that allows you to send money from your FNB transactional account to a Recipient with a valid Botswana cell phone number. The Sender must inform the Recipient that funds have been sent to the eWallet. FNBB will notify the Recipient by SMS that the funds are available in the eWallet.

When accessing an eWallet for the first time, the recipient must follow the instructions to activate the eWallet within 12 (twelve) business days from the time we send the SMS to the Recipient.

If the recipient does not activate the eWallet within 12 (twelve) days of you sending the money to the eWallet, we will cancel the eWallet Send Money instruction, and return the funds to the Senders Account.

2. WITHDRAWALS

eWallet Recipients can withdraw funds held in a Wallet from any FNBB ATM, Slimline Devices and selected CashPlus partners. FNBB does not guarantee the availability of funds and specific denominations of bank notes and will not be liable for costs associated with part withdrawals.

3. PREPAID SERVICES

A Recipient can purchase pre-paid electricity and airtime.

4. POINT OF SALE (POS)

A Recipient can use a Point of Sale (POS) device at FNBB selected merchants to make cash withdrawals and payments for goods purchased.

LIMITS

Daily and monthly transaction and channel limits apply to all eWallet Send Money services. When limits are reached, the use of funds or the service will not be possible. The daily limit is P5 000 and the Monthly limit is P25 000.

To view all applicable eWallet limits, please visit www.fnbbotswana.co.bw or contact the Call Centre on +267 3959881 for more information.

FEES AND CHARGES

When the Sender uses eWallet Send Money, a send fee will be deducted from the Senders source account. If there are no financial transactions on the eWallet for 6 (six) continuous months, the eWallet will become inactive.

FNB may change fees from time to time. All eWallet fees and charges may be viewed on www.fnbbotswana.co.bw or contact the Call Centre on +267 3959881. Additional charges such as standard mobile network operator fees will apply. Free minutes or bundles will not apply.

PERSONAL INFORMATION

FNBB will treat all personal information related to you, including any biometric information, as confidential. FNBB will take all reasonable steps to protect personal information provided.

FNBB will only process and distribute your personal information where:

- you have given us your consent.
- the law requires us to do so.
- to detect, prevent and report theft, fraud, money laundering and other crimes.
- it is in the public interest to do so.
- our interests require disclosure, for example default or breach of this agreement.
- to manage our relationship with you.
- our internal marketing and product development require the information.
- to process payment instructions.

FNBB may disclose some of your personal information to specific third parties, who are also under obligation to keep your information secure and confidential. FNBB will never disclose more information than is required.

You can refer to our Privacy Policy on www.fnbbotswana.co.bw for more information on our privacy practices. You have the right to access the information we have about you by contacting us at +267 3959881.

You have the right to correct or delete information about you in specific circumstances.

SENDERS ADDITIONAL OBLIGATIONS

You must make sure that you have the correct cell phone number for the Recipient before you use the Send Money Service. FNBB will not be responsible in the event that funds are sent to either an incorrect, inactive cell phone number or the Recipient's cell phone number has changed.

It is important to note that any person who has access to the Recipients cell phone or SIM card may have access to the Wallet and FNBB will not be responsible for any loss incurred. You are expected to inform the recipient to protect his or her cell phone, SIM card and access to the Wallet with a Pin. If you or the Recipients cell phone is lost or stolen, you or the Recipient must immediately notify FNBB to block the Wallet in order to prevent any losses. If the Recipients SIM card is illegally swapped and fraudulently used, FNBB will not be liable for any loss or damage suffered. FNBB is not liable for any unauthorized transactions that occur by any person other than the Recipient.

You must provide FNBB with the correct information in the required manner when sending funds through eWallet or using any of the services available on eWallet. If you do not, we will not be legally responsible for any loss or damage sustained.

FNBB ADDITIONAL OBLIGATIONS

FNBB endeavors to stop or prevent any criminal activities including money laundering and terrorist financing facilitated using its banking platforms and banking channels. FNBB may implement measures it considers necessary, or as required by local and International Law to counter these criminal activities. Should the use of eWallet be in breach of the product rules, FNBB reserves the right to report the breach to the authorities, close or suspend the service.

CUSTOMER INTERACTION

The Call Center is available on 0800 302 302 or +267 3959881 for 24hours including weekends and public holidays.

ENDING THIS AGREEMENT

FNBB reserves the right to block / terminate / suspend the service with or without notice to you if:

- If you breach the terms of this agreement.
- If you or the Recipient uses the service for illegal, unlawful or fraudulent purposes.
- If it is necessary to protect FNBB, its customers or its systems or any Recipient.
- There is fraud or suspected fraud by you or the Recipient or any other person in relation to Wallet.
- FNBB is required to do so by law.

COMPLAINTS

Please refer your complaints to FNBB Client Services Department at info@fnbbotswana.co.bw. When making a complaint you must follow FNBB's published complaint resolution procedure. A copy is available on www.fnbbotswana.co.bw or from any FNBB branch. If your complaint falls within the jurisdiction of the Banking Adjudicator, you have the right to refer any dispute that we cannot resolve within a reasonable period of time, to the office of the Banking Adjudicator.

The details of the Adjudicator are as follows:

Postal Address:

Office of the Banking Adjudicator

Private Bag 00404

Gaborone

Contact Details:

Telephone: +267 393 5409

Fax: +267 393 5406

E-Mail: bankadjud@info.bw

GLOSSARY OF KEY TERMS

In this Terms and Conditions unless inconsistent with the context, the words and expressions set out below shall have the following meanings:

- “Business Day” means Monday to Fridays, excluding public holidays.
- “eWallet” means an electronic store of value that can be accessed by a Recipient or used to make payments for goods and services.
- “FNBB” means First National Bank, a Division of FirstRand Bank Ltd (Registration Number BW00000790476).
- “Office Hours” means Monday to Fridays (Business Days) from 08h00 to 17h00 excluding public holidays.
- "Personal Information" has the meaning ascribed thereto in terms of the Data Protection Act, 2018 as amended from time to time.
- “Data Protection Act” means the Data Protection Act, 2018;
- “Personal Data” has the meaning ascribed in terms of Data Protection Act, as amended from time to time.
- “Recipient” means a third party whom funds were made available to, through eWallet Send Money Service.
- “Sender” means the FNBB account holder customer who makes use of the Send Money Service.
- “Source Account” means the transactional account from where you may send funds to a eWallet using FNBB Cell phone Banking, FNB Online Banking, the FNBB Banking APP or an FNBB ATM.
- “You” means the sender of funds through eWallet Send Money.
- “The Service” means eWallet service.