



FNB DIGIPLUS WALLET ACCOUNT TERMS AND CONDITIONS

1. THE AGREEMENT

- This Agreement sets out the complete terms and conditions (hereinafter called “these terms and conditions”) which shall be applicable to the FNB DigiPlus Wallet Account opened by you with the Bank.
- These terms and conditions and any amendments or variations thereto take effect on their date of publication.

2. DEFINITIONS

2.1. In these terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:

- 2.1.1. “Bank” means First National Bank of Botswana Limited. “Customer” means the person in whose name the FNB DigiPlus Wallet Account is held with the Bank;
- 2.1.2. “Customer Care” means the Bank’s contact centre (395 9881 reachable on all networks);
- 2.1.3. “Equipment” includes your mobile phone handset, SIM card and/or other equipment which when used together enables you to access the network and to facilitate use and operation of the FNB DigiPlus Wallet Account and all other FNB services linked to this product;
- 2.1.4. “FNB DigiPlus Wallet Account” means the virtual bank wallet held by a customer with the Bank and which is opened and operated in accordance with these terms and conditions;
- 2.1.5. “Request” means a request or instruction received by the Bank from you or purportedly from you through the network and the system and upon which the Bank is authorized to act;
- 2.1.6. “Services” shall include any form of financial services or products that the Bank may offer you pursuant to this Agreement and as you may from time to time subscribe to and “service” shall be construed accordingly;
- 2.1.7. “Transaction fees” includes any fees and charges payable for the use of the services as published by the Bank as per the Pricing Guide published on the Bank’s website www.fnbbotswana.co.bw by such other means as the Bank shall in its sole discretion determine. Transaction fees may be revised from time to time;
- 2.1.8. “We,” “our,” and “us,” means the Bank and includes the successors and assigns of the Bank;
- 2.1.9. “You” or “your” means the customer and includes the personal representatives of the customer.

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1. These terms and conditions will govern the use and operation of the FNB DigiPlus Wallet Account; You should take the time to read and understand them.
- 3.2. You will be deemed to have read, understood and accepted these terms and conditions by using or continuing to use and operate the FNB DigiPlus Wallet Account and/or the services.
- 3.3. By applying to open the FNB DigiPlus Wallet Account with the Bank, you agree to comply with and be legally bound by these terms and conditions for the time being and from time to time in force governing the operation of the FNB DigiPlus Wallet Account and you affirm that these terms and conditions herein are without prejudice to any right that the Bank may have with respect to this Wallet in law or otherwise
- 3.4. These terms and conditions may be amended or varied by the Bank from time to time and the continued use of your FNB DigiPlus Wallet Account and/or the services constitutes your agreement to be bound by the terms of any such amendment or variation.

4. WALLET ACCOUNT OPENING

- 4.1. In order to open an FNB DigiPlus Wallet Account with the Bank, you must be at least Eighteen (18) years old and above but must not be older than Ninety-Nine (99) years.
- 4.2. You may open an FNB DigiPlus Wallet Account via the FNB CashPlus Agent with a valid National Registration Card.
- 4.3. You hereby agree and authorize the Bank to process (collect, use or otherwise deal with) your personal information (including processing outside of the borders of Botswana), for the purposes of providing services and products, according to the Terms and Conditions.
- 4.4. The Bank reserves the right to request for further information from you pertaining to your application for an FNB DigiPlus Wallet Account at any time. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your application for an FNB DigiPlus Wallet Account.
- 4.5. Acceptance by the Bank of your application for an FNB DigiPlus Wallet Account shall be done via SMS sent to the mobile phone number associated with your wallet.
- 4.6. The Bank reserves the right to decline your application for a FNB DigiPlus Wallet Account or to revoke the same at any stage at the Bank's sole discretion and without assigning any reason or giving any notice thereto.

5. YOUR REQUESTS

- 5.1. You hereby irrevocably authorize the Bank to act on all requests received by the Bank from you (or purportedly from you) through the system and to hold you liable in respect thereof. The Bank may nevertheless refuse to carry out any requests which would result in there being an overdraft on your FNB DigiPlus Wallet Account.
- 5.2. The Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding that the request may have been initiated, sent or otherwise communicated in error or fraudulently, and you shall be bound by any requests on which the Bank may act if the Bank has in good faith acted in the belief that such instructions have been sent by you.
- 5.3. The Bank may, in its absolute discretion, decline to act on or in accordance with the whole or any part of your request pending further enquiry or further confirmation (whether written or otherwise) from you. The Bank shall not be under any obligation to so decline in any case and shall in no event or circumstance be liable for not so declining.
- 5.4. You agree to and shall release from and indemnify the Bank against all claims, losses, damages, costs, and expenses howsoever arising in consequence of, or in any way related to the Bank having acted in accordance with the whole or any part of any of your requests (or failed to exercise) the discretion conferred upon it.
- 5.5. You can only cancel your request through the contact centre and via digital channels were available. Cancellation will however only be allowed where your request is revocable and has not yet been acted on. If the Bank is able to cancel your instruction, you may be charged for such cancellation.
- 5.6. The Bank may refuse to make a payment if you do not have sufficient funds in your FNB DigiPlus Wallet Account. In deciding whether you have sufficient funds, the Bank will take account of any instructions to make payments and regular payments, which have not yet been paid from your FNB DigiPlus Wallet Account. The Bank will not be obliged to take account of regular credits or any amounts received after it has decided not to make the payment.
- 5.7. The Bank is authorized to affect such orders in respect of your FNB DigiPlus Wallet Account as may be required by any court order or competent authority or agency under the applicable laws.

6. OVERDRAWING YOUR FNB DIGIPLUS WALLET ACCOUNT

- 6.1. No overdraft will be allowed on your FNB DigiPlus Wallet Account
- 6.2. The Bank is entitled to demand repayment of any money overdrawn from your wallet together with interest and penalties.

7. SET-OFF

- 7.1. We may set off credit balance from your FNB DigiPlus Wallet including any other wallet held by you, against amounts that are due from you to us.

8. STATEMENTS

- 8.1. You may request for a statement or activity report in respect of your FNB DigiPlus Wallet Account from the Bank using your equipment.
- 8.2. You will be notified of all transactions on your FNB DigiPlus Wallet Account by way of SMS and the charges for this service will be debited to your FNB DigiPlus Wallet Account. For a detailed breakdown of the duly approved product charges and fees refer to our Pricing Guide on our website www.fnbbotswana.co.bw

9. COMPLAINTS

- 9.1. Complaints may be made through the bank's Contact Centre telephone number +267 3959881 or 0800 302 302, or via email using info@fnbbotswana.co.bw, or through the Bank's available social media channels.
- 9.2. The Bank will take all measures within its means to resolve your complaints within a reasonable time.
- 9.3. All complaints will be handled in accordance with the Bank's complaints handling procedures. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, the complaint must be made within a reasonable time after non-receipt of such notification.
- 9.4. Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the customer.

10. DORMANT WALLET ACCOUNTS

- 10.1. If you don't use your FNB DigiPlus Wallet Account for 6 months when the wallet account is new, or 24 months once the account is opened or if your wallet balance is less than the amount as advised by the Bank from time to time, the Bank can close your wallet. You will be notified at least six (6) months before the Bank closes your wallet.
- 10.2. From the time your wallet is closed you will not earn any interest (if applicable). If you don't claim the money in the wallet within 10 years from the time the Bank closes the wallet, the Bank will transfer the money to the Bank of Botswana as required under section S39(1) of the Banking Act. You have the right to claim this money from the Bank of Botswana within a period of six (6) years from the date on which the money was relinquished or transferred to the Bank of Botswana, after 6 years, you shall lose your claim to the money.

11. BANK CHARGES AND EXPENSE INTEREST

- 11.1. The Bank may debit your FNB DigiPlus Wallet Account with transactional fees, costs and other charges in respect of the Bank's products and services provided to you. For a detailed breakdown of the duly approved product charges and fees refer to our Pricing Guide available on our website www.fnbbotswana.co.bw
 - 11.1.1. Other charges and expenses: The Bank may also debit your wallet account with expenses incurred:
 - 11.1.1.1. In complying with your requests;
 - 11.1.1.2. In complying with Court Order or requests from authorized and accredited Government or other agencies in relation to your wallet; and
 - 11.1.1.3. In collecting or attempting to collect any amount of money you owe the Bank
 - 11.1.2. The Bank will give you reasonable notice of its intention to effect new charges, fees and/or costs by way of email, SMS, letter and/or notices in the daily newspapers.

12. TAXES

- 12.1. All payments to be made by you in connection with these terms and conditions are calculated without regard to any taxes payable by you. If any taxes are payable in connection with the payment, you must pay the Bank an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.
- 12.2. Amounts in your FNB DigiPlus Wallet Account may be subject to withholding tax in accordance with applicable law.
- 12.3. You consent and agree that the Bank may withhold amounts in your FNB DigiPlus Wallet Account or any other of your wallets held in the Bank at any time, if any tax authority requires the Bank to do so, or the Bank is otherwise required by law or pursuant to agreements with any tax authority to do so, or if the Bank needs to comply with internal policies or with any applicable order or sanction of a tax authority.

13. FNB DIGIPLUS WALLET ACCOUNT FEATURES

- 13.1. As a holder of a FNB DigiPlus Wallet Account, you will be entitled, subject to these terms and conditions, to access the following transactional services:
- a) Receive Money via Send Money;
 - b) Receive Money via Electronic Payments;
 - c) Third Party Payments (Incl. Once off Payments, Public Recipients);
 - d) Transfers between wallets (incl. Savings Pocket);
 - e) Prepaid electricity and airtime purchases;
 - f) Send money to eWallet;
 - g) Receive Bulk Payments;
 - h) Cardless Cash Withdrawal at ATM;
 - i) Deposits at ATM; and
 - j) Cash Deposits and withdrawals at Cash Plus Agent
- 13.2. The above-mentioned services will be charged at the prevailing banking tariff and you will be duly notified of the transaction charges or any other charges prior to effecting of any transactions
- 13.3. The maximum outgoing transaction limits for the wallet shall be Botswana Pula Five Thousand (BWP5,000) daily and Botswana Pula One Hundred and Fifty Thousand (BWP 150,000) monthly.
- 13.4. The maximum incoming transaction limits for the wallet shall be Botswana Pula Five thousand pula (BWP5,000) Cash Deposit (daily). The maximum incoming monthly transaction limit is BWP150,000
- 13.5. You shall not be entitled to overdraw your FNB DigiPlus Wallet Account
- 13.6. In the event that your wallet account holding balance has been exceeded, transactions will be withheld until balance has been regularised to holding limit. i.e., P20,000.00. This may also lead to the wallet being upgraded.

14. DISCLOSURE

- 14.1. You hereby expressly consent and authorize the Bank to disclose, receive, record or utilize your personal information or data relating to your FNB DigiPlus Wallet Account and any details of your use of the services:
- 14.1.1. to and from the Bank, the Bank's service providers, dealers, agents or any other company that may be or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;
 - 14.1.2. to a credit reference bureau;
 - 14.1.3. to the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings.
- 14.2. You authorize the Bank to disclose any information relating to your FNB DigiPlus Wallet Account to any local or international law enforcement, regulatory or governmental agency so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud or to any other institution or third party as required by the laws of any country and as the Bank may deem necessary.

15. YOUR EQUIPMENT AND RESPONSIBILITIES

- 15.1. You shall at your own expense provide and maintain in safe and efficient operating order your equipment necessary for the purpose of accessing the system and the services.
- 15.2. You shall be responsible for ensuring the proper performance of your equipment. The Bank shall neither be responsible for any errors or failures caused by any malfunction of your equipment, and nor shall the Bank be responsible for any computer virus or related problems that may be associated with the use of the system, the services and the equipment. You shall be responsible for charges due to any service provider providing you with connection to the network and the Bank shall not be responsible for losses or delays caused by any such service provider.
- 15.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Bank concerning the use of the system and services.
- 15.4. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your equipment.
- 15.5. You shall take all reasonable precautions to detect any unauthorized use of the system and the services. To that end, you shall ensure that all communications from the Bank are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.
- 15.6. You shall immediately inform the Bank through Customer Care in the event that you have reason to believe that unauthorized use of the services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 15.7. You shall at all times follow the security procedures notified to you by the Bank from time to time or such other procedures as may be applicable to the services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your FNB DigiPlus Wallet's Account confidentiality. In particular, you shall ensure that the services are not used or requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.
- 15.8. You shall not at any time operate or use the Services in any manner that may be prejudicial to the Bank.

16. EXCLUSION OF LIABILITY

- 16.1. The Bank shall not be responsible for any loss suffered by you should the services be interfered with or be unavailable by reason of
 - 16.1.1. the failure of any of your equipment, or
 - 16.1.2. any other circumstances whatsoever not within the Bank's control including without limitation, force majeure or error, interruption, delay or non-availability of the system, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- 16.2. The Bank will not be liable for any losses or damage suffered by you as a result of or in connection with:
 - 16.2.1. Unavailability of sufficient funds in your FNB DigiPlus Wallet Account;
 - 16.2.2. Failure, malfunction, interruption or unavailability of the system, your equipment, the network;
 - 16.2.3. The money in your FNB DigiPlus Wallet Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
 - 16.2.4. Your failure to give proper or complete instructions for payments or transfers relating to your FNB DigiPlus Wallet Account; or
 - 16.2.5. Your failure to comply with these terms and conditions and any document or information provided by the Bank concerning the use of the system and the Services.
- 16.3. If for any reason other than a reason mentioned in subparagraphs 16.1 or 16.2, the services are interfered with or unavailable, the Bank's sole liability under this agreement in respect thereof shall be to re-establish the services as soon as reasonably practicable.
- 16.4. Save as provided in subparagraph 16.3 the Bank shall not be liable to you for any interference with or unavailability of the services, howsoever caused.
- 16.5. Under no circumstances shall the Bank be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the services even where the possibility of such loss or damage is notified to the Bank.
- 16.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. You acknowledge that the intellectual property rights in the System (and any amendments, upgrades, or enhancements hereto from time to time) and all associated documentation that the Bank provides to you through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

18. INDEMNITY

- 18.1. In consideration of the Bank complying with your instructions or requests in relation the FNB DigiPlus Wallet Account, you undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and you absolve the Bank from all liability for loss or damage which you may sustain from the Bank acting on your instructions or requests or in accordance with these terms and conditions.
- 18.2. The indemnity in clause 18.1 shall also cover the following:
- 18.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any request received by the Bank.
- 18.2.2. Any loss or damage that may arise from your use, misuse, abuse or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs
- 18.2.3. Any unauthorized access to your FNB DigiPlus Wallet Account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your equipment.
- 18.2.4. Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Bank as a consequence of any breach by these terms and conditions.
- 18.2.5. Any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss where the particular circumstance is within your control.

19. VARIATION AND TERMINATION OF RELATIONSHIP

- 19.1. The Bank may at any time, upon giving reasonable notice to you, terminate or vary its business relationship with you and close your FNB DigiPlus Wallet Account. Termination shall however not affect any accrued rights and liabilities of either party
- 19.2. Without prejudice to the Bank rights under clause 19.1, the Bank may at its sole discretion suspend or close your FNB DigiPlus Wallet Account. If you use the FNB DigiPlus Wallet Account for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud etc.
- 19.3. You may close your FNB DigiPlus Wallet at any time.
- 19.4. If your FNB DigiPlus Wallet Account has any credit balance at the time of its closure, we will return any such balance to you, less any applicable fees.
- 19.5. If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or withdrawal from your FNB DigiPlus Wallet Account by any person except upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by your legal representatives duly appointed by the court.

20. NOTICES

- 20.1. The Bank may send information concerning the FNB DigiPlus Wallet Account via SMS to the mobile phone number associated with your FNB DigiPlus Wallet Account.
- 20.2. You acknowledge that you have no claim against the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the FNB DigiPlus Wallet.

21. DISPUTE RESOLUTION AND JURISDICTION

- 21.1. You may contact the customer care centre to report any disputes, claims or FNB DigiPlus Wallet Account discrepancies.
- 21.2. Any dispute arising out of or in connection with this agreement that is not resolved by customer care representatives shall be escalated in line with the Bank's complaint handling policy.
- 21.3. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Botswana.

22. SERVICE OUTAGES

- 22.1. Our products and services rely on technological infrastructure (e.g. mobile network providers, internet service providers, ATMs, point of sale terminals, and computer systems).
- 22.2. You understand and accept that service outages occur.
- 22.3. During a service outage it may not be possible for you to use our products and services, and there may be delays in your transactions being processed and being reflected in your wallet statements.