



# Chat Pay Terms and Conditions

## 1. Definitions

- 1.1 “Chat Pay” is a chat service allowing a FNB User hereinafter referred to as User or client (where a user holds a qualifying Bank account) who have qualifying solutions (an active FNB Botswana bank account and an active Cellphone number linked to their account); and access to the FNB Banking App to interact with their contact list and make transactions.
- 1.2 “Chat service/s” or “the services” are used in this document as over-arching reference/s to all chat services made available on the FNB Banking App.
- 1.3 “Group chat” is the ability to chat with multiple people who are also users of the chat services.
- 1.4 “Secure Messaging” is a chat service which allows users who have another user’s cell phone number saved on their device to chat. Secure Messaging is available for users who have access to the FNB Banking App.

## 2. Secure Messaging Payments

- 2.1 Chat Pay allows clients to pay or receive payment from any FNB client using the FNB Banking App’s chat functionality from a contact.
- 2.2 You acknowledge that the Bank is not a party to agreements or arrangements made between contacts on the FNB Banking App and the Bank will not be a party to any dispute for any incorrect payments or payment requests made or accepted via the Secure Messaging services.
- 2.3 The Bank will present a confirmation screen prior to the completion of any payment, requiring the client to verify that the selected recipient is correct. Notwithstanding this confirmation step, the client remains responsible for ensuring that payment requests are made to, and payments are effected in favour of, the intended recipient.
- 2.4 You indemnify the Bank against any losses suffered by you or claims made against the Bank arising from your use of the service, to the extent that such losses or claims are caused by your actions, negligence, or failure to comply with these Terms and Conditions. This indemnity shall not apply to losses resulting from the Bank’s negligence, fraud, or wilful misconduct.
- 2.5 The Remote Banking Agreement will also apply, available on the FNB Botswana website ([www.fnbbotswana.co.bw](http://www.fnbbotswana.co.bw)).

## 3. Security

In order to safely utilise the service, you need to follow the below security guidelines

- 3.1 For your safety: Please ensure that you de-link the Banking App from a device no longer in your possession. You can do this via Online Banking or contact us and request that we de-link the relevant Banking App/s from your previous, lost, or stolen device/s.
- 3.2 We highly recommend having a PIN or Password screen lock on your device in order to ensure unauthorised access to your device/ messages do not occur.
- 3.3 We recommend that you do not access the FNB Banking App over public WIFI, networks not secured with a password, or which are otherwise unsecured.
- 3.4 Protect your username and password: Do not disclose your Banking Apps or Online Banking username or password to anyone. The Bank will not be held liable for instructions processed if it is found that your security details have been disclosed to third parties, whether voluntarily or involuntarily.

- 3.5 We recommend you make sure that you are chatting to the correct individual.
- 3.6 Don't share financial information such as statements, PINS and passwords or banking information with any person you are chatting with.
- 3.7 Do not respond to any messages which asks you to provide any verification codes or Banking/Account information.

#### **4 General:**

- 4.1 Users of the services must be 18 years of age or older.
- 4.2 The services are only available in English.
- 4.3 The services are only available on the FNB Banking App. Please ensure you have the latest version of the relevant Apps, which are updated from time to time.
- 4.4 For your convenience and to retain the availability of all Chat Pay services, please ensure that you login to the FNB Banking App using your regular device/s as limited services may result from login when attempted from different devices.
- 4.5 Continued use of the services is dependent on compliance with the conditions and rules for qualifying solutions with the Bank; applicable laws and regulations of Botswana, including Bank of Botswana directives and on compliance with the eligibility criteria for the services and compliance with the below acceptable use of services terms.
- 4.6 Contravention of these Terms and Conditions, applicable laws, regulation or industry rules and acceptable use of our services can result in your access to the services being terminated at our discretion.
- 4.7 There is currently no new fee for the use of the service. ChatPay transactions are charged in line with the standard FNB digital payment fees, as outlined in the FNB tariff guide. We will provide notification if any new fee/s will become applicable.
- 4.8 Data costs and the costs of internet access at the rates set by your mobile and/or internet service provider will apply to certain activities when using the services, examples include document upload and download.
- 4.9 You can delete a message, and this shall be deleted immediately from your device.
- 4.10 Only certain file formats can be transmitted using the services, permissible file formats may change from time to time. For your convenience, please note that only permissible file formats will be available for selection on your device at the point of upload.
- 4.11 Restrictions of 5MB per day is applicable to permissible file uploads.
- 4.12 The Bank assumes no liability for loss; whether direct or indirect; or damage which you may suffer from using the service whether such loss or damage results from action not occasioned by the Bank.
- 4.13 Messages are (stored temporarily on your device) cached and are stored for an indefinite period on our servers. Such messages shall remain stored on our servers unless and until you elect to delete them, at which point removal will occur in accordance with our applicable data deletion processes.
- 4.14 Certain technical information is stored on the Bank's servers in order to establish connections and transmit messages.
- 4.15 The messages sent via the FNB Banking App are encrypted in-transit and at rest, which prevents third parties intercepting communication.
- 4.16 The Bank can access your messages in terms of a lawful request or purpose and processing can occur as per the FirstRand Privacy Notice.
- 4.17 These terms and conditions may change; however, you will be notified of any changes.

#### **5. Acceptable use of the services**

- 5.1 The Bank will act reasonably in applying these terms and considering whether content or behaviour breached these terms.
- 5.2 It is in the Bank's sole discretion to restrict access to the services or to terminate your use of the services without notice to you. In the event that your access to the services is terminated, your access to your chats will be removed. It is your responsibility to backup any chats you might require in future.

- 5.3 We prohibit objectionable or inappropriate content and behaviour. Objectionable or inappropriate content and behaviour are any content or behaviour that is reasonably likely to cause upset and/or distress, either to the person sent to and/or to the public. Examples such as derogatory, prejudicial, or obscene language, graphic content, nudity and abusive behaviour towards your contacts. The following actions are further prohibited:
- 5.3.1 violation of local and international laws prohibiting child pornography; obscenity; unfair discrimination; hate speech and speech designed to incite violence or hatred or threats to cause bodily harm.
  - 5.3.2 activity designed to defame, abuse, stalk, harass or physically threaten any individual; including any attempt to link, post or transmit any inappropriate or defamatory material.
  - 5.3.3 violation of intellectual property laws including materials protected by local and international copyright, trademarks and trade secrets. We cannot be held liable for any unlawful use of multimedia content accessed using our network/resources.
  - 5.3.4 violation of privacy rights of another or transgression of any part of the Cybercrimes Act.
- 5.4 We do not condone the exchange of fraudulent links, and reserve the right to share such information with the relevant regulator(s) as may be required under law.
- 5.5 We prohibit the use of the chat services for the unauthorized sale of regulated goods. Examples include narcotics, firearms, alcohol and tobacco products. This list is not exhaustive.

## **6. Clients who hold a qualifying Bank Account:**

- 6.1 The Chat pay services are only available to the primary account holders of qualifying Bank accounts being FNB Botswana transactional accounts.
- 6.2 Secure Messaging enables clients to make payments to one another via the messaging tab.
- 6.3 Contravention of the Remote Banking Agreement or Electronic Services Agreement can result in your access to the services being terminated.

**Ends.**