



1. INTRODUCTION

- The FNBB eWallet Plus Terms and Conditions (or similar) as set out herein shall be applicable to the FNBB eWallet Plus 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.
 - 2.1.2. "Customer" means the person in whose name the FNBB eWallet Plus is held with the Bank.
 - 2.1.3. "Customer Care" means the Bank's contact centre (395 9881 reachable on all networks). Standard network rates will apply.
 - 2.1.4. "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 FNBB eWallet Plus and all other FNBB services linked to this product.
 - 2.1.5. "FNBB eWallet Plus" 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.
 - 2.1.6. "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.
 - 2.1.7. "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.
 - 2.1.8. "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.
 - 2.1.9. "We," "our," and "us," means the Bank and includes the successors and assigns of the Bank.
 - 2.1.10. "You" or "your" means the customer and includes the authorized 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 FNBB eWallet Plus. 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 FNBB eWallet Plus and/or the services.
- 3.3. Upgrading to the FNBB eWallet Plus with the Bank means you agree to comply with and be legally bound by these terms and conditions, as may be amended from time to time, governing the operation of the FNBB eWallet Plus. You further acknowledge that these terms and conditions do not limit or affect any rights the Bank may have in relation to this FNBB eWallet Plus, whether under 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 FNBB eWallet Plus and/or the services constitutes your agreement to be bound by the terms of any such amendment or variation. Any changes will be published on the Bank's official website.

4. FNBB EWALLET PLUS OPENING

- 4.1. In order to open an FNBB eWallet Plus with the Bank, you must be at least Eighteen (18) years old but must not be older than Ninety-Nine (99) years.
- 4.2. You may open FNBB eWallet Plus via the FNBB Banking App, Cellphone Banking and eWallet dial strings and submit your KYC lite documents (Valid national identity document) to any participating FNBB CashPlus Agents.
- 4.3. You hereby agree and authorize the Bank to process (collect or use) 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. The FNBB privacy statement is updated on the Bank's official website.
- 4.4. The Bank reserves the right to request for further information from you pertaining to your application for an FNBB eWallet Plus 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 FNBB eWallet Plus.
- 4.5. The Bank will confirm acceptance of your application for an FNBB eWallet Plus by sending an SMS to your registered mobile phone number, and may also issue an App Push Notification via the FNB App.
- 4.6. The Bank reserves the right to decline your application for a FNBB eWallet Plus or to revoke the same at any stage at the Bank's sole discretion. You will receive an SMS or notification to notify You, if you do not qualify for eWallet plus.
- 4.7. By opening an FNBB eWallet Plus, you agree to provide accurate and complete information and to notify the Bank of any changes to your details.

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 FNBB eWallet Plus.
- 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 where 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 FNBB eWallet Plus. 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 FNBB eWallet Plus. 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 FNBB eWallet Plus as may be required by any court order or competent authority or agency under the applicable laws.

6. OVERDRAWING YOUR FNBB EWALLET PLUS

- 6.1. No overdraft will be allowed on your FNBB eWallet Plus.
- 6.2. The Bank is entitled to demand repayment of any money overdrawn from your FNBB eWallet Plus together with interest and penalties.

7. SET-OFF

- 7.1. We may set off credit balance from your FNBB eWallet Plus 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 FNBB eWallet Plus from the Bank using your device.
- 8.2. We may provide you with the ability to view or download certain statements, if required by law, by making it available on our platforms and it may be obtained by using one or more of the following interfaces or channels: Online, App, Internet Banking, Automated Deposit Terminal (ADT), Automatic Teller Machine (ATM), Cell phone banking or at any of our branches. You may be charged for statements.
- 8.3. You will be notified of all transactions on your FNBB eWallet Plus by way of SMS / App notification & email, and the charges for this service will be debited to your FNBB eWallet Plus. For a detailed breakdown of the duly approved product charges and fees refer to our Pricing Guide on our website www.fnbbotswana.co.bw.
- 8.4. You must check each entry on your statement carefully as soon as you get your statement and/or transaction notifications.
- 8.5. You must report any mistakes or transactions done without your permission to us within 30 calendar days from the date of the statement. Our contact details are available on our interfaces and channels. **If you do not do this, we will treat the entries and transactions shown on the statement as correct or done by you or with your permission.**

IMPORTANT: We will not be responsible for any loss or damage you suffer because you did not report errors or unauthorised transactions in time. If you receive inContact notifications, you must report any unauthorised transactions to us immediately, without any delay, to prevent further unauthorised transactions. If you do not do this, we can hold you responsible for those transactions.

9. COMPLAINTS

- 9.1. Complaints may be made through the bank's Contact Centre telephone number +267 3959881 or 0800 302 302 (standard network rates will apply), 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. It is Your right and duty to raise any complaints You may have within a reasonable time.
- 9.4. Applicable tariffs will be charged by Your telephone and internet service provider(s) when communicating with the customer.

10. DORMANT WALLETS

- 10.1. If you do not use your FNBB eWallet Plus for a continuous period of six (6) months from creation, or if the FNBB eWallet Plus remains inactive thereafter, the Bank may change its status and ultimately close the FNBB eWallet Plus, with status changes applied as follows: Active to In-active after twelve (12) months of inactivity, In-active to Dormant after eighteen (18) months, Dormant to Escheatable after twelve (12) months, Escheatable to Closed after one (1) month, Closed to Purgable after six (6) months, Active to Under Closure three (3) months prior to closure, and overdrawn FNBB eWallet Plus may be closed automatically, subject to applicable laws and regulatory requirements.
- 10.2. If You don't claim the money in the FNBB eWallet Plus 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.
- 10.3. The Wallet is not a traditional bank account and does not earn interest.
- 10.4. From the time Your wallet is closed You will not earn any interest (if applicable).

11. BANK CHARGES AND EXPENSE INTEREST

11.1. The Bank may debit your FNBB eWallet Plus 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 FNBB eWallet Plus 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 FNBB eWallet Plus; 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 and/or SMS and/or they will be published on the FNBB website.

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 FNBB eWallet Plus 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 FNBB eWallet Plus or any other of your eWallets 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. FNBB EWALLET PLUS FEATURES

13.1. As a holder of a FNBB eWallet Plus, you will be entitled, subject to these terms and conditions, to access the following transactional services, but limited to the following:

- 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 FNBB eWallets Plus and accounts.
- e) Prepaid electricity and airtime purchases.
- f) Send money to eWallet.
- g) Receive Bulk Payments.
- h) Cardless Cash Withdrawal at ATM.
- i) Deposits at ADT.
- j) Cash Deposits and withdrawals at Cash Plus Agent.
- k) Send money to non FNBB wallets and Bank Accounts.
- l) Chat Pay.
- m) P2Cell payments.
- n) Scan to pay.
- o) Pay TV.

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 FNBB eWallet Plus shall be Five Thousand Botswana Pula (BWP5,000) daily and Twenty-Five Thousand Botswana Pula (BWP 25,000) monthly.

13.4. The maximum incoming transaction limits for the FNBB eWallet Plus shall be Five thousand Botswana Pula (BWP5,000) Cash Deposit (daily). The maximum incoming monthly transaction limit is BWP25,000

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 FNBB eWallet Plus 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 FNBB eWallet Plus 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 DEVICE 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 readily available on the FNBB website and/or FNBB Banking App under the security centre tab and/or 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 FNBB eWallet Plus 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 FNBB eWallet Plus.
 - 16.2.2. Failure, malfunction, interruption or unavailability of the system, your equipment, the network.
 - 16.2.3. The money in your FNBB eWallet Plus 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 FNBB eWallet Plus.
 - 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 FNBB eWallet Plus, 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 FNBB eWallet Plus 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 FNBB eWallet Plus. 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 FNBB eWallet Plus. If you use the FNBB eWallet Plus for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud etc.
- 19.3. You may close your FNBB eWallet Plus at any time, by visiting the nearest Branch to close the account.
- 19.4. If your FNBB eWallet Plus 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 FNBB eWallet Plus 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 FNBB eWallet Plus via SMS or FNBB Banking App to the mobile phone number & device associated with your FNBB eWallet Plus.
- 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 FNBB eWallet Plus.

21. DISPUTE RESOLUTION AND JURISDICTION

- 21.1. You may contact the customer care centre to report any disputes, claims or FNBB eWallet Plus 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 FNBB eWallet Plus statements.

23. HOW WE USE YOUR INFORMATION

- 23.1. You can refer to our Privacy Policy located on www.fnbbotswana.co.bw for more information on our privacy practices.
- 23.2. FNBB collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties. Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third parties lawful interest is being protected or pursued.
- 23.3. FNBB may process your information. Information includes amongst others information regarding marital status, national origin, age, language, birth, education, financial history, identifying number, e-mail address, physical address, telephone number, online identifier, social media profile, biometric information (like fingerprints and/or voice) and your name.
- 23.4. The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- 23.5. FNBB may process your information for the following reasons (amongst others): To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information

requests. To detect, prevent and report theft, fraud, money laundering and other crimes. To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you. To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services. To develop, test and improve products and services for you. For historical, statistical and research purposes. To process payment instruments (like a cheque) and payment instructions (like a debit order). To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card). To do affordability assessments, credit assessments and credit scoring. To manage and maintain your FNBB eWallet Plus or relationship with FNBB. To disclose and obtain information from credit bureaux regarding your credit history. To enable you to participate in the debt review process. To enable FNBB to deliver goods or documents or notices to you. For security, identity verification and to check the accuracy of your information. To communicate with you and carry out your instructions and requests. For customer satisfaction surveys, promotional and other competitions.

- 23.6. FNBB may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential: Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements. Debt counsellors, payment distribution agents and other persons that assist with the debt review process. Payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions. Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance. Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime. Regulatory authorities, industry ombudsman, governmental department, local and international tax authorities and other persons that FNBB under the law have to share your information with. Credit bureaux. FNBB service providers, agents and subcontractors like couriers and other persons FNBB uses to offer and provide products and services to you.
- 23.7. FNBB can process your information outside of the borders of Botswana, according to the safeguards and requirements of the law.
- 23.8. FNBB may process your information using automated means (without human intervention in the decision-making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
- 23.9. You have the right to access the information that FNBB has about you by contacting us at any of our Branches and/or the Contact Centre.
- 23.10. You have the right to request us to correct or delete the information FNBB has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept.
- 23.11. You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing.
- 23.12. You have the right to withdraw your consent which allows us to process your information; however, we will continue to process your information if and/or required by law.
- 23.13. You have the right to file a complaint with FNBB, once established, about an alleged contravention of the protection of your information.

24. GENERAL

- You must tell us immediately if you are placed under an administration order and/or are sequestered.

- If your estate is provisionally or finally sequestered or if you pass away, or become legally incompetent, the full amount you owe us will become due and payable and access to the funds in your account will be restricted.
- If we need to take legal action against you, one of our managers (who does not need to prove his appointment) will produce a certificate to the court, recording the amount you owe us. If you disagree with this certificate, you will have to prove that it is incorrect.
- In the case of fraud, suspected fraud, or where the law compels us, we can freeze or close your account and/or stop a service without notice to you.
- If there is a dispute about any matter or record, our records (certified as correct by any FNBB manager whose authority need not be proved) will serve as *prima facie* proof unless you can prove the contrary.
- Unless we agree to this, you may not cede or pledge any of your rights or delegate any of your duties under your and our agreement.
- While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all our rights at a later stage.
- Each clause of the agreement and rules is severable from the others and the invalidity of one or more of the clauses will not affect the remainder of the agreement/rules, which will remain in full force and effect.
- The headings in clauses in our agreement and rules are included for reference only and must not be used to interpret the agreement or rules.
- Unless it is clear from the context, in the rules and this agreement the singular includes the plural and vice versa.
- The words "including or include" must be read as "including, without limitation".
- For purposes of interpreting the agreement or any rules any reference to FNBB includes its successors and assigns, and any of its officers, agents, staff and authorized representatives acting on its authority.
- We may terminate this agreement at any time by giving you reasonable notice of termination.
- We can change the terms and conditions that apply to you, the way you access your FNBB eWallet Plus, any services we provide. We can also add new rules, products or stop existing products at any time. We will only notify you of material changes and unless you cancel this agreement before the date on which the changes take effect, you will be bound to them.
- No amendment to this agreement or any rules and no waiver of any of our rights will be of any force unless it is recorded in writing and signed or issued by our authorized representatives.
- To the extent that we are permitted by law, we have the right, without notice to you, to combine any or all FNBB eWallet Plus that you may have with us and to set off any amount that you owe us against any amount that we hold to your credit for whatever reason. However, we reserve the right to combine only some of your FNB eWallet Plus and then we will be entitled to claim from you any amount in respect of an account that has not been combined.
- In addition to this agreement you will continue to be bound by any tacit agreement between you and us relating to any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.
- Unless we say otherwise Botswana law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provision.