First National Bank of Botswana Limited
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FNB BOTSWANA GENERAL TERMS AND CONDITIONS

1. CONSUMER PROTECTION DISCLAIMER

- By signing these terms and condition you confirm that;
  - Have read and understood the terms and conditions
  - Where you have requested, these terms and conditions have been read out to you
  - By your signature/initials you agreed to be bound by these terms and conditions as well as terms and conditions which have been emboldened
- Pay attention to, read and understand and pay particular attention to the terms and conditions that have been emboldened. These are terms and conditions that give significant rights to the Bank and or limit the Bank's Liability. By your signature hereto, you consent that you have signed for each of those emboldened terms

2. THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT

- This agreement will apply to you if you are an individual and you have any account with First National Bank of Botswana Limited (Called "FNB").
- This agreement sets out the general terms & conditions that apply between you and FNB.
- You can transact on your account or obtain account information using different banking channels. FNB may also provide you with payment mechanisms such as a cheque book and debit card. From time-to-time FNB may also make other services available to account holders. All of the above (banking channels, access mechanisms and services) are subject to their own rules. If you use these products/services, these rules will also apply to you. To fully understand your and FNB's rights and duties, you must read this agreement together with those rules.
- The words "you" or "your" means the account holder/customer and also includes any person the customer allows to operate on his/her account if the context allows for this interpretation.

3. FEES AND CHARGES

- In return for providing you with banking products and services you agree to pay the fees and charges as set out in the rules and/or FNB's latest Pricing Guide. (A copy is available on www.fnbbotswana.co.bw or from any FNB branch.) These prices are revised on an annual basis and are approved by Bank of Botswana
- Unless otherwise stated, all fees and charges are non-refundable.
- FNB may change its fees/charges from time to time. You will be advised of this by public notice within a reasonable time before the change takes effect

4. STATEMENTS

4.1 To Help you monitor transactions on your account daily FNB has a messaging system (inContact) which will send you notifications of transactions above P101.00 happening in your account.

4.2 FNB will make account statements available to you via your preferred means. You must review your statements regularly.

4.3 FNB will send you your account statements via email (where applicable) and you can access your statements electronically (via online banking & the FNB App) or by request from any FNB branch.

4.4 Statements accessed electronically through Online Banking, the FNB App or email are free. You may request for one (1) free monthly statement at any FNB branch. Additional branch statement requests will attract a fee as set out in the FNBB Tariff Guide.

4.5 Your statement will show all the transactions on your account for the period covered on the statement.

4.6 Transactions carried out but not yet credited or debited to your account, will not appear on your statement.

4.7 Customers are encouraged to review their account statements and transaction records promptly and to notify FNBB of any suspected errors, discrepancies, or unauthorised transactions as soon as reasonably practical.

4.8 For card related transactions any errors, discrepancies, or unauthorised transactions if reported within thirty (30) days from the date of the transaction shall enable the bank to help you possibly block the transaction and recover the funds.

4.9 To support effective investigation, customers are encouraged to notify FNBB of any suspected errors, discrepancies, or unauthorised transactions within thirty (30) days from the date on which the relevant statement or transaction record was made available. This is to enable the bank to respond quickly and facilitate any relevant refunds or stop potential fraud.

4.10 The bank will investigate fully any reported suspected errors, discrepancies, or unauthorised transactions to assist customers with any potential recoveries. FNBB shall remain responsible for any errors due to its systems, processes, employees, agents, or third-party service providers. FNBB shall not be liable for any loss of funds due to customer's fraudulent actions, where the customer has disclosed their security credentials (PIN, Password, Username, CVV Number, OTP) or gross negligence.

4.11 **Where notification of any suspected error, discrepancy, or unauthorised transaction is delayed beyond the period referred to in clause 4.8 and 4.9, such delay may:**

4.11.1 **(a)** materially limit FNBB's ability to investigate the transaction, trace funds, or recover amounts (where applicable);

4.11.2 **(b)** affect the availability of remedies where FNBB's investigation is prejudiced by the delay; and

4.11.3 **(c)** impact FNBB's ability to pursue chargebacks, reversals, or dispute resolution processes that are subject to mandatory timeframes imposed by payment schemes, including Visa.

4.12 **The consequences set out in clause 4.10 shall not, by themselves, absolve FNBB from liability for any error, unauthorised transaction, or loss arising from technical system errors, processes, employees, agents, or third-party service providers, except where the customer has acted fraudulently or with gross negligence.**

4.13 Where an error or unauthorised transaction is reported outside the applicable timeframes prescribed by a card payment scheme or other payment system, FNBB's obligations to investigate or reverse such transaction shall be limited to the extent that such limitation arises from those external scheme rules and not from this agreement (refer to clause 4.8).

4.14 Nothing contained in these Terms and Conditions shall be interpreted as requiring a customer to waive any right, or as exempting FNBB from liability, in a manner inconsistent with applicable Botswana laws.",

5. HOW WE TREAT YOUR PERSONAL INFORMATION

- The following two definitions apply to this entire clause:
  - "process" or "processing" means any operation/activity/set of operations, including automatic, concerning your information and adaptation alignment, alteration, blocking, collation, collection, combination, consultation, degradation, destruction, disclosure by transmission, dissemination by means of transmission, distribution or making available in any other form, erasure, gathering, linking, merging, modification, organisation, receipt, recording, restriction, retrieval, storage, structuring, updating, or use of information.
  - "information" which FNB could process, could include (but is not limited to) your, or someone else's, personal information relating to: race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth information relating to education or medical, financial, or criminal behaviour or employment history, any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other assignment to the person, biometric information, personal opinions, views or preferences, philosophical beliefs, trade union membership, political persuasion, health or sex life, economic or financial information, correspondence sent by a person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence, views or opinions of another individual about the person, transaction details, agreements, etc.

5.1. USE OF INFORMATION

- For FNB to have a relationship with you and to provide you with products/solutions, FNB will have to process your information.
- FNB will treat your information as confidential and take all reasonable steps to protect your information. FNB will only disclose your information if:
  - required by law;
  - it is in the public interest to do so;
  - FNB's interests require disclosure; or
  - you consented.
- FNB uses your information as follows:
  - FNB collects information from you directly, from your usage of products and services, from your engagements and interactions with FNB, 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, FNB's or a third party's lawful interest is being protected or pursued.
- FNB may process your information for the following reasons (amongst others), to:
  - Provide you with products and services
  - 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;
  - detect, prevent and report theft, fraud, money laundering and other crimes;
  - 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;
  - conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services;
  - market products and services to you, where you have consent to receive such marketing communication
  - develop, test and improve products and services for you;
  - process payment instruments (like a cheque) and payment instructions (like a debit order);
  - create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card);
  - do affordability assessments, credit assessments and credit scoring;
  - manage and maintain your accounts or relationship with FSR;
  - disclose and obtain information from credit bureaux regarding your credit history;
  - enable you to participate in any debt relief process, where applicable;
  - enable FNB, its partners and agents to deliver goods or documents or notices to you;
  - communicate with you and carry out your instructions and requests;
  - and for:
  - historical, statistical and research purposes;
  - security, identity verification and to check the accuracy of your information; and
  - customer satisfaction surveys, promotional and other competitions.

- FNB 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, or for you to access any online service channels. You may query the decision made about you.
- FNB 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;
    - agents and sub-contractors like couriers in the course of providing services/products to you;
    - credit bureaux;
    - persons to whom FNB cedes/delegates/assigns or transfers its rights and/or obligations;
    - payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions;
    - 3rd parties that the Bank has engaged in order to provide products and services to you
    - 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 or prosecution of crime;
    - regulatory authorities, governmental departments, local and international tax authorities and other persons that FNB under the law have to share your information with

5.2. RIGHTS OF CLIENT

- I understand that, subject to any legal limitation, I have the right to:
    - request FNB to confirm, free of charge, whether or not it holds information about me;
    - request from FNB the record or a description of my information held by it, including information about the identity of all third parties, or categories of third parties, who have, or have had, access to the information;
    - access my information held by FNB;
    - withdraw my processing consent on legitimate grounds on notice to FNB, however FNB will continue to process the information if permitted or required by law;
    - request FNB to rectify my information or to complete incomplete information;
    - request FNB to delete, erase, destroy, block my information if it was unlawfully processed, is incorrect, irrelevant, excessive, outdated, incomplete, misleading, unlawfully obtained, consent has been withdrawn, or the information is no longer necessary or on other lawful or legitimate grounds allowed by law;
    - object to the processing (or insist on restriction) of my information on legitimate grounds or if the information is inaccurate;
    - complain to the relevant regulatory authority;
    - have my information stored for the time periods prescribed by law after which it will be destroyed.
- I understand that I may not object to, or request deletion or restriction of, processing of information if legislation requires the processing.
- Go to FNB's Privacy Policy located on the FNB website for more information on FNB's privacy practices.
- Should you wish to exercise any of your rights under these Terms and Conditions, you may:
    - Call our call centre on 0800 302 302 or 395 9881 (call rates may apply)
    - Follow our complaints process, which you can find on our website by clicking on the "Contact Us" tab.
    - Visit your nearest FNBB branch

6. ADDRESS FOR SENDING CORRESPONDENCE AND LEGAL NOTICES

- FNB may communicate with you using any means (electronically, fax, paper).
- FNB will send any communications (including statements) to the last postal, street, email address, telephone, cell phone or fax number on record for you or that is known. FNB may also communicate with you using the FNB website, our banking channels (online, cell phone, ATM or our branches) or by means of a publication/advertisement in the media.
- FNB will serve legal notices and summonses at your last street address FNB has on record. You choose this address as your domicilium address for serving legal notices and summonses.
- You must send any legal notices or summonses to the following address, which FNB chooses as domicilium: FNB Legal, 5th Floor Finance House, Khama Crescent, Gaborone, Botswana.
- You must immediately tell FNB if any of your addresses, phone or fax numbers change.
- You can do this by contacting FNB, visiting any FNB Branch or by writing to FNB using the telephone number or address advised by FNB for this purpose. (If you change your street address, you must provide proof of your new address.) It may take up to 7 days for the change to be recorded on FNB's systems.
- You agree that FNB may obtain your addresses and contact numbers from other companies in the FirstRand Limited Group to keep its record updated.
- Any correspondence to you sent by:
    - post, will be considered to have been received by you within 14 days from the date it is posted;
    - by fax, email or SMS, will be considered to have been received by you on the day it was sent, or in the case of a Saturday, Sunday or public holiday, on the next business day.
- Any notices or correspondence posted on any FNB website, ATM network, branches or in the media will be considered to have been received by you on the date it was published.

7. SANCTIONS & FINANCIAL CRIME

- FNB must comply (and in some cases make policies, standards and/or guidelines to foster voluntarily compliance) with laws, requirements, standards, recommendations, guidelines and directives relating to terrorism, corruption, bribery, money laundering, financial crime, Know Your Customer requirements and sanctions obligations, locally and internationally (as it may be applicable), issued by various bodies in a number of jurisdictions and FNB's own policies as aligned to FNB's compliance framework and requirements in this regard (referred to as the "Requirements") in relation to you, any entity, any security provider, any persons related to them or involved with them, or acting on behalf of, or involved with, you, including their mandated persons, directors, executives, signatories, shareholders, holding companies, trustees, beneficiaries, partners, managers, controllers, associates, subsidiaries, beneficial owners, ultimate beneficial owners and related entities (you and all of the aforesaid persons and entities are referred to as " **Impacted Persons**").
- In order to comply with the Requirements, or if:
    - any fraud or criminal activity (actual or perceived) is suspected; or
    - the conduct (actual or perceived) of any Impacted Person is in FNB's view undesirable; or
    - performing under any agreement, instruction or transaction places FNB in breach of any local or international law, regulation or Requirement; or
    - performing any obligations under any agreement or continuing the banking relationship with any Impacted Person would adversely affect or otherwise reduce or remove FNB's ability to: (i) raise local or international funding; and/or (ii) contract with, or maintain its relationships with, international financial institutions; and/or (iii) transact in or process payments or otherwise deal in other currencies,
    - your KYC is not up to date
- **FNB may**, at the start of the business relationship and/or at any time thereafter, in relation to any Impacted Persons, do any or all of the following:
    - verify (check and confirm) their identity;
    - monitor any account, business relationship, deal, facility, instruction or transaction;
    - request Know Your Customer information and evidence and further information or evidence which might exceed the scope of what is required under specific legislation;
    - verify any transaction or instruction or recipient before processing it;
    - refuse any account, business relationship, deal, facility, instruction or transaction;
    - place a hold on, restraint, or freeze, any account, business relationship, deal, facility, instruction or transaction, including instances where an Impacted Person does not provide documents or evidenced as required by FNB in terms of the Requirements;
    - refuse to do business with any impacted person that it considers undesirable or that is involved in undesirable conduct;
    - on 30 days' notice (or less if warranted) terminate any account, business relationship, deal, facility, instruction or transaction with any Impacted Person or refuse to honour any instrument or carry out any transaction;
    - refuse to do business with any person or Impacted Person that falls outside FNB's risk appetite or that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time;
    - terminate the Bank's relationship with any Impacted Person if FNB is compelled to do so by law or if FNB has reason to believe that a continued relationship will expose FNB to reputational or business risk.
- FNB will not be liable for any direct, indirect or consequential loss, damage, costs or expenses whatsoever that may be suffered or incurred by anyone as a result of, arising from, or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this clause, provided that the Impacted Persons will remain liable to FNB for all amounts owing to FNB (actual or contingent). FNB will not be liable for any loss whatsoever, should any foreign bank (1) refuse to execute any instruction, (2) delay payment or withhold funds due to any Requirement.

8. COMPLIANCE WITH THE US FOREIGN ACCOUNT TAX COMPLIANCE ACT

- FNB and FirstRand Bank Limited (" **FirstRand Bank**") are members of the FirstRand Limited (" **FirstRand**") group of companies. FirstRand and FirstRand Bank are incorporated in the Republic of South Africa (" **RSA**"). RSA entered into a Model I inter-governmental agreement with the United States of America (the " **US**") under the foreign account tax compliance provisions (" **FATCA**") of the US Internal Revenue Code. The US Treasury Department has issued regulations under FATCA, which are amended from time to time (the " **FATCA Regulations**"). The inter-governmental agreement between the RSA and the US, FATCA and the FACTA Regulations are hereinafter collectively referred to as the " **FATCA Rules**".
- Botswana has not entered into an inter-governmental agreement with the USA under FATCA. In terms of the FATCA Rules, FirstRand Bank is registered as a Deemed Compliant Reporting Model I Foreign Financial Institution ("FFI") and FirstRand and FirstRand Bank have certain obligations to ensure that FNB complies with the FACTA Rules.
- In terms of the FATCA Rules, FNB entered into a participating FFI agreement with the US Internal Revenue Services (" **IRS**"), thereby qualifying as a Participating FFI. For purposes hereof and if the context requires it, the FATCA Rules will include the terms of the participating FFI agreement.

Or

Because Botswana's laws to some extent limit FNB's ability to comply with the FATCA Rules FNB was registered as a Limited FFI in terms of the FATCA Rules.

- Under the FATCA Rules, FNB may be required to report certain information, including to the IRS. The FACTA Rules may also require FNB to withhold certain payments, to put a hold on or close accounts, or to transfer accounts to another financial institution. Also, other financial institutions may withhold certain payments made to FNB) or its clients. For purposes hereof, FNB requires your agreement to the extent it is required and permitted under the laws of Botswana.
- Consequently, you agree to provide FNB with any information required for purposes of complying with the FATCA Rules. You agree that FNB may disclose or report your or any Impacted Persons' information, to the IRS or any other party, in any jurisdiction, or to otherwise keep, use or process such information, for purposes of complying with the FATCA Rules from time to time as FNB may reasonably determine in its sole discretion.
- You agree that FNB may (i) withhold any payment, or part thereof, from you, whether such payment has already been credited to your account or not, or debit your account with any amount, and if required pay such amounts over to the IRS or its agents; and/or (ii) to put a hold on or close your account or to transfer your account to another financial institution as may be required in terms of the FATCA Rules from time to time as FNB may reasonably determine in its sole discretion.

- You acknowledge that the FATCA Rules may result in third parties, e.g. withholding agents under the FACTA Rules, withholding certain payments, or part thereof, from FNB, FirstRand Bank or FirstRand or from you.
- You waive any claims that you may have against the Bank or any other members of the FirstRand group of companies, or their employees, officials and directors, as a result of any action, omissions or other circumstances contemplated in clauses 6 and 7, or otherwise as a result of adherence with the FATCA Rules. You further indemnify FNB and all other members of the FirstRand group of companies, their employees, officials and directors against any damages, claims, losses or otherwise, as a result of any actions, omissions or other circumstances contemplated in clause 6 and 7, or otherwise as a result of adherence to the FATCA Rules.

9. JURISDICTION AND COSTS

- FNB can bring any action against you arising under this or any other agreement in any relevant Court in Botswana
- You agree to pay all expenses FNB incurs in recovering any money you owe, including, legal costs on the attorney and client scale, collection charges or commission, tracing fees, plus VAT.

10. AUTHORISED USERS

- If you complete the necessary bank form, FNB may allow another person to use your account.
- You will be liable for all debts incurred by such authorised users including fees and charges, any overdrawn amounts plus interest on those amounts. You will be liable for any actions and omissions on the part of the authorised user.
- You understand the risks involved in giving another person access to the account and have considered the restrictions that should apply.
- You must provide correct and up to date information about the authorised users on your account/s and you alone are responsible for deciding and checking what rights must be given to
- authorised users.
- You can cancel your authority at any time by completing the required bank forms. You will be liable for all transactions made before the authority was cancelled, including future dated
- payments and cheques.
- The authority given to any authorised users comes to an end when you terminate the authority or where the law provides, such as on your death or if you become legally incompetent.

11. FORCE MAJEURE

FNB will not be responsible for any failure to perform any of its obligations with respect to any account if such performance would result in it being in breach of any law, regulation or other requirement of any government or other authority in accordance with which FNB is required to act or if FNB's performance is prevented, hindered or delayed by a Force Majeure Event; in such case FNB's obligations will be suspended, for so long as the force Majeure Event continues (and, in the case of FNB, no other representative office or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond the reasonable control of FNB, such as restrictions on convertibility or transferability, requisition, involuntary transfers, unavailability of any system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

12. ELECTRONIC MONITORING OR RECORDIING

- You consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that you or FNB may produce telephonic recordings or computer records as evidence in any proceedings brought in connection with these conditions.

13. JURISDICTION

- Unless otherwise provided, Botswana law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.
- The conditions applicable to an account shall be governed by the law of the country or territory in which that account is held.

14. GENERAL

- You must tell FNB immediately if you are placed under an administration order or sequestrated.
- If your estate is provisionally or finally sequestrated or if you pass away, or become legally incompetent, the full amount you owe FNB will become due and payable and access to the funds in your account will be restricted.
- If FNB takes legal action against you, one of FNB's managers (who does not need to prove his appointment) will produce a certificate to the court, recording the amount you owe. 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 FNB, FNB can freeze or close your account and/or stop a service without notice to you and FNB will not be liable for any damage you may suffer as a result of those actions.
- Where permitted by law or any order, FNB will disclose any of your account information and conduct or withdraw funds from your account for the custody of any such law enforcement agency or regulatory authority without any notice to you.
- If there is a dispute about any matter or record, FNB's records (certified as correct by any FNB manager whose authority need not be proved) will serve as prima facie proof unless you can prove the contrary.
- You may not cede or pledge any of your rights or delegate any of your duties under this agreement or any account unless FNB agrees to it.
- While FNB may give you extra time to comply with your obligations or decide not to exercise some of its rights, you must not assume that this means that FNB's agreement with you has been changed or that it no longer applies to you. FNB can still insist on the strict application of any or all of FNB's rights at a later stage.
- Each and every 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 the agreement and rules are included for reference only and must be 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 FNB includes its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.
- FNB may terminate this agreement at any time by giving you reasonable notice of termination.
- If there is a conflict between this agreement and the rules, the rules will override the conflicted provisions.
- FNB can change this agreement and/or any of the rules or terms and conditions and the way you access your accounts and services at any time and may also add new rules and products or stop existing products at any time. FNB will tell you about any significant (material) changes to this agreement/the rules or to any other relevant agreement and terms and conditions beforehand. Unless you cancel the relevant agreement/terms and conditions in question before the date the change comes into effect, FNB will assume that you agreed to the changes and you will be bound by the changes
- You cannot unilaterally amend this agreement, rules or terms and conditions and no amendment to this agreement, any rules or terms and conditions and no waiver of any of FNB's rights will be of any force unless the amended was initiated by FNB as stated in the clause above or it is recorded in writing and signed or issued by authorised representatives of FNB or FNB has agreed to the amendment using electronic means and methods determined for this purpose by FNB, for e.g. contracting on FNB's platform.
- To the extent that FNB is permitted by law, FNB may, without notice to you, combine any or all your accounts and set off any amount that you owe FNB against any amount FNB holds to your credit for whatever reason. However, FNB reserves the right to combine only some of your accounts and then FNB 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 the common law and by the present-day customs, procedures, practices and usage existing among bankers.