

TERMS AND CONDITIONS FOR FNB eWallet Service

DATE LAST UPDATED: 5 February 2020

This important document sets out your and FNB's rights and duties to each other.

Read this document carefully and keep it for your records.

You must contact FNB if you do not understand any part of this document or if you are not sure which parts apply to you

GENERAL TERMS AND CONDITIONS

These Terms and Conditions form an agreement between you and First National Bank (FNB), a division of First Rand Bank Limited, whenever you use eWallet. If you use any of the services available on eWallet, you accept that these Terms and Conditions apply to you. These rules must be read with FNB's General Terms and Conditions and FNB Service Channel Terms and Conditions.

The Sender understands that there is no agreement between FNB and his nominated Recipient(s) to receive and use funds through eWallet services. FNB merely acts on the Sender's instruction to make funds available to a nominated recipient through an eWallet notional account accessible through a registered cell phone number. FNB will not be involved in any dispute between the Sender, the Recipient or any third-party product or service provider. Any funds sent to a Wallet is the property of the Sender and will only vest into the Recipient upon a cash withdrawal, Point of Sale or Prepaid services purchases. The Sender can reverse the funds at any time before the Recipient withdraws the funds. FNB will not be liable once the funds have been withdrawn by the Recipient. Reversals will not be done on funds sent to a Registered Wallet.

NB may change the Terms and Conditions from time to time. FNB will notify you about any material changes by putting a notice on its service channels or by sending you an SMS notification. If you use the eWallet services after FNB has given you this notice, FNB will assume that you have read, understood and agreed to the changes.

RISKS AND LIABILITY

- You use this eWallet service at your own risk. FNB makes no warranty of any kind about the service to you or any other person.
- FNB is not responsible for any loss you or your nominated Recipient(s) may suffer as a result of a failure, temporary breakdown or malfunction of any ATM or another device.
- During periods of load shedding or power failures FNB cannot guarantee the provision of the eWallet service, in this instance FNB does not accept any liability whatsoever.
- The eWallet service may be unavailable from time to time due to interruptions in services provided by third party providers or due to technical interruptions or maintenance requirements, FNB is not liable for any loss you or the Recipient may suffer because of such interruptions.
- FNB will not be responsible to you or the Recipient if you or the Recipient loses or accidentally discloses any eWallet security information to third parties, including the one-time pin sent to you or the Recipient.
- FNB is not responsible for any loss or damage you suffered as a result of funds sent to a wrong cell phone number or if a payment instruction is duplicated by you. This also includes situations where the Recipient may not be legally entitled to the funds for any reason.

- FNB will not be responsible to the Sender or the Recipient or any other third party if the funds in an eWallet are accessed by a third party because the cell phone number was churned and re-allocated by the cell phone network provider in line with the provisions of RICA.
- FNB cannot guarantee that the Recipient will receive the notification message since this depends on the service of the mobile network operators. FNB is not liable for any loss or damage caused to any person (directly or indirectly) because of the operation of, failure, or malfunction of third party systems or communication devices.
- FNB is not responsible to you for any loss or damage you suffer, whether directly or indirectly, because of a third party or its products or services or your use of the products or services. You alone take the risk of using or purchasing third party products or services. You hereby agree to indemnify us and hold FNB harmless for any loss or damage you may suffer, or cause, in this regard. FNB does not accept any liability with regards to any third-party transactions.
- FNB does not verify the identity of the Recipient or the Recipients cell phone number that you are sending funds to, therefore it is your responsibility to ensure that the information you give us is correct. FNB will not be responsible to you or the Recipient for any loss or damage you suffer because you gave the incorrect or incomplete information. FNB is not responsible if you do not complete an instruction or if you do not follow our instructions when using eWallet.
- Information sent over public networks may be subject to unlawful monitoring and interception. FNB recommends that eWallet service and other banking services only be used over private networks, using personal data and airtime.

SERVICE OFFERING

1. SEND MONEY

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

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

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

2. WITHDRAWALS

eWallet Recipients can withdraw funds held in a Wallet from any FNB ATM, Slimline Devices, selected Spar Stores and selected cash-out points. FNB does not guarantee the availability of funds and specific denominations of bank notes and will not be liable for costs associated with part withdrawals.

3. PREPAID SERVICES

A Recipient can purchase pre-paid electricity, cell phone airtime, SMS and data bundles.

4. POINT OF SALE (POS)

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

LIMITS

Daily and monthly transaction and channel limits apply to all eWallet Send Money services. When limits are reached, the use of funds or the service will not be possible. If the sender's SIM card is swapped, the daily limit will be reduced until the Sender can be authenticated. The daily limit is R3 000 and the Monthly limit is R10 000, in addition the load balance is

R5 000. To view all applicable eWallet limits, please visit www.fnb.co.za or contact the eWallet call centre on 0800 079 599. for more information.

FEES AND CHARGES

When the Sender uses eWallet Send Money, a send fee will be deducted from the Senders source account. If there are no financial transactions on the Wallet for 6 (six) continuous months, the Wallet will become inactive and incur monthly service fees. FNB will continue to charge this fee until a new financial transaction occurs on the eWallet or the balance on the eWallet is reduced to zero.

FNB may change fees from time to time. All eWallet fees and charges may be viewed on www.fnb.co.za or contact the FNB eWallet Call centre at 0800 079 599. Additional charges such as standard mobile network operator fees will apply. Free minutes or bundles will not apply.

PERSONAL INFORMATION

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

FNB will only process and distribute your personal information where:

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

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

You can refer to our Privacy Policy on www.fnb.co.za for more information on our privacy practices. You have the right to access the information we have about you by contacting us at FNBComplianceSupport@fnb.co.za or 0800 079 599.

You have the right to correct or delete information about you in specific circumstances, you may withdraw your consent and you have the right to object and file a complaint about us, please contact us on care@fnb.co.za to do so.

SENDERS ADDITIONAL OBLIGATIONS

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

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

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

FNB ADDITIONAL OBLIGATIONS

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

CUSTOMER INTERACTION

The eWallet call center is available on 0800 079 599 from 8am to 7pm from Monday to Saturday and from 8am to 1pm on a Sunday. The eWallet call center will not be available during public holidays.

ENDING THIS AGREEMENT

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

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

COMPLAINTS

Please refer your complaints to FNB Disputes Division. When making a complaint you must follow FNB's published complaint resolution procedure. A copy is available on www.fnb.co.za or from any FNB branch. If your complaint falls within the jurisdiction of the Banking Ombudsman, you have the right to refer any dispute that we cannot resolve within a reasonable period of time, to the office of the Banking Ombudsman.

The details of the Ombudsman are as follows:

Postal Address:

The Ombudsman of Banking Services
PO Box 5728

Physical Address:

Ground Floor
34 Flicker Road
Illovo
Johannesburg

Contact Details:

Telephone: +2711 712 1800 or 0860 800 900

Fax: +2711 483 3212

E-Mail: Onfo@obssa.co.za

GLOSSARY OF KEY TERMS

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

- “Business Day” means Monday to Fridays, excluding South African public holidays.
- “Wallet” means an electronic store of value that can be accessed by a Recipient or used to make payments for goods and services.
- “FICA” means Financial Intelligence Centre Act 38 of 2001 as amended from time to time.
- “FNB” means First National Bank, a Division of FirstRand Bank Ltd (Registration Number 1929/001225/06).
- “Office Hours” means Monday to Fridays (Business Days) from 08h00 to 17h00 excluding South African public holidays.
- "POPI Act" means the Protection of Personal Information Act, Act No 4 of 2013;
- "Personal Information" has the meaning ascribed thereto in terms of the POPI Act, as amended from time to time.
- “Recipient” means a third party whom funds were made available to, through eWallet Send Money Service.
- “Registered Wallet” means if you have opened a eWallet with us and provided us with your identity number, name and surname and we have verified this information against your South African Identity number. Registered eWallet Holders are also existing FNB Customers who have linked their eWallet on the FNB Banking App.
- “RICA” means The Regulation of Interception of Communications and Provision of Communication-Related Information Act
- “Sender” means the FNB account holder customer who makes use of the Send Money Service.
- ‘Source Account’ means the transactional account from where you may send funds to a wallet using FNB Cell phone Banking, FNB Online Banking, the FNB Banking APP or an FNB ATM.
- “You” means the sender of funds through eWallet Send Money.