



Terms & Conditions

Online Banking

(Last Updated: 14 December 2012)

Acceptance

FNB Online Banking is brought to you by First National Bank Zambia Limited ("us", "we", "the Bank"), a Commercial Bank (Registration Number 72041).

These terms and conditions as amended from time to time ("the Terms") govern our respective rights and obligations when you use FNB Online Banking and come into effect when you register for FNB Online Banking or once you access FNB Online Banking, whichever occurs first.

By making use of FNB Online Banking, you acknowledge that you have read, understood and agree to most recent version of the Terms and that you and consent to our collection, processing, storage and sharing certain of your personal information within the Bank in the ordinary course of our business of providing the FNB Online Banking Services to you.

No term or provision contained in these Terms is to be interpreted or construed so as to exclude any rights granted to you by the Electronic Communications and Transactions Act No. 21 of 2009 and any other laws and regulations to any natural person who enters or intends entering into an electronic transaction with us on this website.

Product agreements

All products and services provided by the Bank are subject to their own terms and conditions ("product agreements") such as your ATM card, credit and debit card terms and conditions ("bank card terms") as well as account or facility terms and conditions ("other terms") and your use of those products and services will also be subject to those additional bank card terms and other terms.

These Terms (governing the use of FNB Online Banking) must be read together with and form part of each product agreement. In the event of conflict between these Terms and the bank card terms or other terms, the provisions of the bank card terms or other terms will prevail to the extent of the conflict.

Amendments to these Terms

We reserve the right, in our sole discretion to amend (including without limitation, by the addition of new terms and conditions) these Terms at any time and from time to time. For convenience only, the date on which these Terms were last amended is shown below the main heading of these Terms.

Access codes

For security, identification and verification purposes, when using FNB Online Banking, you will make use of a variety of access codes for different purposes, such as your access number, Personal Identification Number ("PIN"), card number, account number, User ID and Password. These are all called your "access codes".

You are responsible for maintaining the confidentiality and secrecy of your access codes secret. Only you may use your access codes. Do not keep your access codes together with other FNB Online Banking documents. If you call the FNB Online Banking helpline, we may, for the purposes of identification and verification, request certain information such as your account or card number.

However, there will never be a reason for the FNB Online Banking helpline or any of our staff, to request or know your Password or PIN.

If you believe your access codes have been compromised, you must immediately contact the FNB Online Banking helpline on **+260 21 1 366800** or **+260 211 366816** and request that they deactivate your access codes or you can reset your access codes on the website with your User ID and OTP. You must keep any reference number given to you by the FNB Online Banking helpline as verification of your notification to us of any such compromise.

Until you notify us to deactivate your access codes we will not be responsible or liable for any transactions that are performed without your knowledge or consent and you hereby indemnify us from any loss and damages you suffer as a result.

Fraudulent activities

We are committed to ensuring the security of your use of FNB Online Banking and are entitled to investigate any loss suffered by you which is alleged to have occurred as a result of fraud via the website.

Where you have been a victim of an FNB Online Banking fraud, you must inform us immediately as soon as you become aware that a suspicious transaction has occurred on your accounts and open a case at your nearest Zambia Police Station. You will also be required to co-operate with us and the Zambian Police in any investigation conducted into losses that you suffered as a result of such FNB Online Banking fraud. Only if you have complied with safety measures, and are not negligent, will the bank consider to reimburse you after conclusion of the investigation for any actual losses suffered due to such FNB Online Banking fraud.

Registration to Online Banking

Before you can use FNB Online Banking, you must acquire a Bank ATM card, credit or debit card and PIN. Once you have these and your bank card has been activated, visit the homepage of the website, click on the "Register" button and proceed to register for FNB Online Banking. You will not be able to transact until such time as your details have been validated by the Bank. For more information visit our website or call the FNB Online Banking helpline on **+260 21 1 366800** or **+260 211 366816**.

Fees

The use of FNB Online Banking is free of charge. You may, however, be required to pay normal banking transaction fees and charges (which fees and charges are incorporated into these Terms) based on the type of transactions you perform. You hereby authorise us to charge such fees and charges to you by way of your chosen bank account.

Your instructions

Because we communicate through the Internet, you agree that we are entitled to assume that you have authorised all transactions once your access codes have been entered. This will not apply once we receive notification from you to disable access to your accounts as a result of your access codes having been misplaced or lost or stolen and you have a reference number as verification of such notification. Our records of your transactions will be proof of any instruction you have given us, unless you can prove the contrary.

You are responsible for giving correct information and instructions when registering for FNB Online Banking and when conducting transactions on the website.

We do provide you with an opportunity to review the entire transaction, to correct any mistakes and to withdraw from the transaction, before finally submitting any transaction. We will try to assist if you make a mistake when giving us an instruction, but we will not be responsible for any loss or damage caused by your error. We will also not be liable for payments made by you to unintended recipients due to the input of incorrect information, nor are we responsible for the verification of the identity of recipients.

We cannot reverse or duplicate or erroneous payments you make to other accounts without the specific consent of the account holder. We will not be liable for any act or omission on the part of any institution where such other account is held.

You hereby acknowledge that certain transactions once performed, may not be reversed or terminated, such as the purchase of pre-paid products made available via FNB Online Banking. Unless otherwise stated in a product agreement, all transactions will be subject to the same turnaround times that apply to the same transactions, accounts and customer profile, if any, if done at an FNB branch.

An instruction will only be deemed to have been received by us once we have confirmed receipt, or responded thereto, whichever is the earlier. If you are unsure as to whether a transaction has been processed you should contact us before you re-submit the instruction. Re-submitting an instruction may cause us to process the same transaction twice, for which we will not be liable.

Ending a session

You must log off the website once you have finished using FNB Online Banking. If you fail to do so, unauthorised transactions may be conducted, for which we will not be liable.

Ending your use of Online Banking

We may end your use of and access to FNB Online Banking at any time, for any reason whatsoever, on reasonable notice to you. Instructions given to us and not yet carried out prior to such termination will not be affected by such termination.

We will however, terminate your use of and access to and/or prohibit your future access to use of FNB Online Banking immediately and without any notice to you if:

- we determine in the exercise of our discretion that your behaviour was inappropriate, illegal or constituted misconduct.
- you breach these Terms.
- a fraudulent transaction is conducted (or attempted) directly or indirectly by you.

In the event of us terminating your access to FNB Online Banking, we will not be liable for any losses or damages, of any nature, suffered by you or a third party. Our rights in this regard are expressly reserved.

You may terminate your use of FNB Online Banking by contacting the FNB Online Banking helpline on **+260 21 1 366800** or **+260 211 366816**, mobile **+260 974772836**.

Privacy

We respect your privacy and your personal information. We will take all reasonable measures to protect your personal information and to keep it confidential, even when you are no longer our customer.

If you call our helpline you permit and hereby consent to us to recording your calls for security reasons, and for the purposes of customer care.

Security

Information that is transmitted over the Internet or via other networks (wireless or otherwise) may be subject to interception. While we will take all reasonable precautions to ensure that FNB Online Banking is secure, we shall not be liable for any loss or damage you suffer as a result of your use of FNB Online Banking.

You acknowledge that you understand the online security requirements. If you want to prevent others from reading email we send you, you must set up your own password protection on your system at home or work.

Monitoring of communications

You expressly give your consent for us to monitor your internet and e-mail traffic on our website. You acknowledge that we monitor internet and e-mail traffic on the website primarily to ensure that users and consumers are not acting illegally, unlawfully or in breach of these Terms and:

- to maintain the integrity and security of our website and information technology systems;
- to investigate and detect any unauthorised use of our website and information technology systems; and
- as an inherent part of and to secure the effective operation of our website and information technology systems.

No warranties

To the fullest extent permissible by law, no warranties, whether express or implied, are made of any kind in respect of FNB Online Banking including in respect of the performance, quality, security, content, information, availability, accuracy, safety or reliability of FNB Online Banking.

Limitation of liability

Although we have taken reasonable care to prevent harm or loss to you, you agree that we and our affiliates, shareholders, agents, consultants or employees (in whose favour this constitutes a stipulation for the benefit of another) are not liable for any direct, indirect, special, incidental or consequential damages or loss of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable) arising as a result of your use of or inability to use FNB Online Banking unless such loss or damage arises from our gross negligence or willful intent.

You furthermore indemnify us against any damage, damages, liability, claims or demand by third parties or loss suffered by us arising from your use of FNB Online Banking or your breach of these Terms.

Links to third party websites

For your convenience, this website may contain links to other websites belonging to or operated by third parties ("third party websites"). By making the hyperlinks available we are not endorsing third party websites, their content, products or services they offer or the owners of these third party websites. It is your responsibility to ensure that you obtain all information relevant to making a decision and that you read the privacy and security policy on such third party websites.

We have no control over such third party websites and will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of your use of third party websites. You agree that where you access third party websites, you do so entirely at your own risk.

Using content from our website

The content on FNB Online Banking, including all registered and unregistered trademarks, constitutes our intellectual property rights. You may not copy, reproduce, display or use any intellectual property in any manner whatsoever without our prior written permission and nothing contained on this website should be construed as granting any license or right of use of any intellectual property.

You may not establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise ("linking") to this website or any other subsidiary pages without our prior written consent, which consent is at our sole discretion.

You may apply to establish such a link by submitting your request to fnb@fnbzambia.co.zm. In the event that you have not heard from us within 5 (five) working days, please consider your request as having been rejected.

Notices, confirmation and statements

You agree that our publishing a notice on our website or sending you a notice once you log into FNB Online Banking, email, SMS or post will constitute sufficient notice to you. Should you fail to raise an objection with us within 5 (five) hours after we send you a notice (including by SMS) confirming a transaction or the changing of any setting on your accounts, you will be deemed to have accepted the transactions or new setting as being valid and binding in all respects.

Availability of Online Banking

FNB Online Banking may be unavailable from time to time due to routine maintenance or emergency repairs or because of the unavailability of any electricity, telecommunication system or networks. For the duration of such unavailability you must use our other available banking channels.

Definition of Business Hours

Whenever a reference is made to a payment or transfer being processed during business hours, the following applies:

BUSINESS HOURS (Weekdays)	08h00 – 15h30
BUSINESS HOURS (Saturdays)	08h00 – 12h00
Cut-off Times:	
Service	Corporate Same Day Value
Submission	Payments submitted after cut-off times below will be processed the following business day.
Cut-off Times:	FNB to FNB: 20h00
Monday to Friday	Other Banks 14h00
Saturday	FNB to FNB: 20h00 Other Banks No processing on weekends
Sunday	FNB to FNB: 20h00 Other Banks No processing on weekends

Modification, suspension or termination of Online Banking

We may discontinue providing FNB Online Banking or any of the products or services offered via the website at any time at our sole discretion. We will however, notify you of this within a reasonable time of these changes being made.

Disputes which cannot be resolved

If we cannot resolve your complaint within a reasonable time and you have exhausted all available internal methods of dispute resolution, you are free to lodge a formal complaint at the Bank of Zambia, provided that your complaint falls within the jurisdiction of the Bank of Zambia.

Address for legal notices

All legal notices relating to products must be delivered as provided for in the product agreements. Where such address is not specified, such notices must be sent to our Registered Address: Stand 22768, Corner of Great East & Thabo Mbeki Road, P.O. Box 36187, Lusaka, Zambia. We may send you legal notices to any of the addresses you have specified on any of your application/registration forms with us or at the address you actually work or live.

The law governing our relationship

We both agree that these Terms shall be governed by and construed and interpreted in accordance with the laws of Zambia notwithstanding the fact that an instruction may have emanated from outside Zambia. Accessing FNB Online Banking from another country may be an offence in that country. You agree that use of FNB Online Banking outside Zambia will be at your own risk.

Full legal age

In using the website and FNB Online Banking you represent and warrant that you are of full legal age, are emancipated or have your guardian's consent and assistance and have the required legal capacity to enter into and be bound by these Terms or any other product agreement regarding your use of the website and FNB Online Banking.

General

The headings appearing in these Terms are inserted for convenience only and will not be taken into account when interpreting these Terms.

Where dates and times need to be calculated in terms of these Terms, the international standard time (GMT) plus 2 (two) hours will be used.

The indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these Terms, or failure or delay on our part to exercise any of our rights will not operate as an estoppel against us nor shall it constitute a waiver by use of such right. We shall not thereby be prejudiced or stopped from exercising any of our rights against you which may have arisen in the past or which might arise in the future.

A certificate issued by our website administrator will serve as proof of which version of these Terms as applied to your use of FNB Online Banking at a specific date.

Any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it were not written and severed from these Terms, without invalidating the remaining provisions of these Terms.