

# FNB Online Banking - Terms and Conditions

(Last Updated: 20 November 2006)

## Acceptance

Online banking is brought to you by FirstRand Bank Limited ("us", "we", "the Bank"), an authorised Financial Services Provider.

These terms and conditions ("the Terms") govern our respective rights and obligations when you use Online banking and come into effect when you register for Online banking or once you access Internet banking, whichever occurs first.

By making use of Internet banking, you admit that you have read, understood and agreed to these terms and conditions, and that you have consented to us sharing certain of your personal information within the Bank in the ordinary course of our business of providing the Services to you.

## 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").

Where bank card terms or other terms require amendments or additions to be made to such agreements to be reduced to writing and/or signed, your acceptance of this agreement will be deemed to satisfy such requirements.

These Terms (governing the use of Online banking) must be read together with and form part of each product agreement.

## Amendments to these Terms

We may amend these Terms from time to time. If you use Online banking after we have posted an amended version of these Terms on the Internet banking website ("the website"), we will be entitled to assume that you have agreed to be bound to the amended version of the Agreement.

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 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 must take care to keep your access codes secret. Only you may use them. Do not disclose your access codes to any other person and do not keep together with other Online banking documents.

If you call the Online banking helpline, we may ask you for certain information such as your account or card number. However, there will **never** be a reason for anybody, including our staff, to know your Password or

PIN. You must keep any reference number they give you as proof of the fact that you have notified us of your security risk.

If you believe your access codes have been compromised, you must immediately contact the Online banking helpline on +268 518 4637 and request that they deactivate your access codes or you can reset your access codes on the website with your bank card and PIN.

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

## **Fraudulent activities**

We are committed to ensuring the security of your use of 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 Internet 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 police office. You will also be required to co-operate with us and the police in any investigation conducted into losses you suffer. We will investigate all reported cases of Internet banking frauds and provided that you have complied with the safety measures detailed in our [Security Centre](#), we will reimburse you after the investigation for any losses suffered due to fraud committed via this website.

## **Registration to Online Banking**

Before you can use Online banking, you must first have a bank 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 Online banking. For more information visit our website or call the Internet banking helpline on +268 518 4637.

## **Fees**

The use of Online banking is free. You just pay normal banking transaction fees based on the type of transactions you perform. You can find details of these fees by .

## **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 if you have notified us to disable access to your accounts because your access codes have been misplaced, lost or stolen and you have a reference number to prove that. Our records of your transactions will be proof of any instruction you have given us, unless you can prove to the contrary.

You are responsible for giving correct information and instructions when registering for Online banking and when conducting transactions via the website.

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 duplicate or erroneous payments you make to other accounts

without the specific consent of the accountholder. Our role is simply to pass your instructions on to where the account is held and we will not be liable for any act or omission on the part of such institution.

Certain transactions may not be terminated, such as the purchase of pre-paid products made available via 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 done at an FNB branch.

An instruction will only be deemed to have been received by us once we have confirmed receipt. If you are unsure as to whether a transaction has been processed you should contact us before you re-submit the instruction. This is because 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 Online banking. If you do not do this, unauthorised transactions may result, for which we will not be liable.

## **Ending your use of Online Banking**

We may end your use of Online banking at any time, for any reason whatsoever, on reasonable notice to you. Such termination will not affect instructions given to us and not yet carried out.

We will however, terminate your use of Online banking immediately, and without any notice to you if:

- we believe that your behaviour was inappropriate or constituted misconduct.
- you breached these Terms.
- a fraudulent transaction was conducted directly or indirectly by you.

In the event of us terminating your access to Online banking, we will not be liable for any damages, of any nature, suffered by you or a third party.

You may however, terminate your use of Online banking by contacting the Internet banking helpline on +268 518 4637.

## **Privacy**

We respect your privacy and your personal information. For this reason, we have prepared a [Privacy Policy](#) to let you know how we will treat any personal information that we may have about you. We will take all reasonable measures, in accordance with our [Privacy Policy](#), 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 us to record your calls for security reasons, customer care and to comply with various laws.

## **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 Internet banking is secure, we cannot be liable for any loss or damage you suffer as a result of your negligence.

You should regularly read the security tips which we publish on the website and take the precautions mentioned therein. 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. Please visit our [Security Centre](#) for more information.

## **No warranties**

No warranties, whether express or implied, are made of any kind in respect of Online banking including in respect of the performance, quality, security, content, information, availability, accuracy, safety or reliability of Online banking.

## **Limitation of liability**

Although we have taken reasonable care to prevent harm or loss to you, we are not liable for any harm or loss whatsoever arising as a result of your use of Online banking unless such loss or damage arises from our gross negligence or intentional misconduct. This includes your inability to use Online banking including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute, delict.

Without derogating from the generality of the foregoing, we are not liable for:

- any damages which you suffer as a result of a compromise of your access codes
- any interruption, malfunction, downtime or other failure of Online banking, our banking system, third party system, databases or any component part thereof for whatever reason
- any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on Online banking
- any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our bank system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the bank system or third party systems; programming defects; negligence on our part
- any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities
- any event over which we have no direct control.

You furthermore indemnify us against any claims by third parties or loss suffered by us arising from your use of Online banking.

## **Links to third party websites**

For your convenience, this website may contain links to the websites of other 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 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.

### **Using content from our website**

The content on Online banking, including all registered and unregistered trade marks, constitutes our intellectual property rights. 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 **callcentreswz@fnb.co.za**. 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 publishing a notice on our website or sending you a notice once you log into 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 sent 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**

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.

### **Modification, suspension or termination of Online Banking**

We may discontinue providing 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.

### **Submitting a complaint to us**

If you wish to lodge a complaint, please notify us in writing of this by completing our Feedback Form.

We will provide you with a reference number as soon as possible after we receive your Feedback Form.

We will respond to your complaint as soon as possible. If you do not hear from us within 5 (five) working days from sending your complaint we request that you contact us at +268 518 4637 to check whether your complaint has been received. Please quote your reference number when you contact us directly.

### **Disputes which cannot be resolved**

If we cannot resolve your complaint within a reasonable time you are free to lodge a formal complaint at the office of the The Ombudsman for Banking Services, provided that your complaint falls within the jurisdiction of the Banking Ombudsman. For more information please contact The Ombudsman for Banking Services, PO Box 546 Mbabane, Tel: (+268) 2408 2228.

### **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](#). 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**

These Terms are subject to the laws of Swaziland. Accessing Online banking from another country may be an offence in that country. You agree that use of Internet banking outside Swaziland will be at your own risk.

## **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 failure or delay on our part to exercise any of our rights will not constitute a waiver by use of such right.

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