

FNB eWallet SERVICE TERMS OF USE

Agreement between you and us

By using the eWallet from FNB, I (herein referred to as the „Sender“) agree to the terms of use (“rules”) and I allow First National Bank of [Swaziland Limited](#) (“FNB”), a [subsidiary](#) of FirstRand [EMA Holdings Limited](#), to act on my behalf and do the following:

To allow the person who I choose to receive the eWallet, (herein referred to as the “Recipient”) to do one or more of the following:

- To withdraw some or all of the money in the eWallet from participating ATMs and other cash access points;
- To use the money in the eWallet to buy airtime, products, or services from participating suppliers;
- To send some or all of the money in the eWallet to other persons;
- To conduct a balance enquiry or request a mini statement for the eWallet.

- To deduct any fees FNB charges for using the eWallet service, from the money in the eWallet.

-To tell the Recipient everything that the Recipient needs in order to access the money in the eWallet and to use the service.

The rules form an agreement between FNB accountholders who use the FNB eWallet (“you” or “your”) and FNB (“us”, “our” or “we”). This agreement will apply to you when you register for, or use the service, whichever happens first.

These rules can change from time to time

We can change these rules from time to time. We will tell you about material changes by putting a notice about this on the service channels you can use to create an eWallet or by sending you a notice by SMS or email. If you don't agree to the changes you must not use the service anymore. If you use the service after we have given you this notice, we can assume that you have read, understood and agree to these new rules.

Other agreements also apply to you

These rules must be read with FNB's General Terms and Conditions and the service channel terms and conditions. If there is a conflict regarding the product then this agreement applies. If the conflict relates to the use of the service channel, then the service channel terms and conditions apply.

Your responsibilities

- You must tell the Recipient when you send him/her money using the service. FNB will, on your behalf, also send an SMS to the Recipient telling him/her about the transaction.
- This SMS contains all the eWallet information, which is important and is secret information.
- With this information the Recipient or any person in possession of that communication can withdraw the money or buy the prepaid products.
- The Recipient must keep his/her cellphone and eWallet “message” safe, and must not give the cellphone or message to anyone.
- The Recipient should follow the steps recommended by FNB to protect the message, including safeguarding the message by adding an eWallet PIN.
- The Recipient must dial *103*392# or *130*392# in order to activate the eWallet.

The Recipient must follow the instructions to activate the eWallet within 13 (thirteen) days from the time FNB sends the message to the Recipient. If the Recipient does not activate the eWallet within 13 (thirteen) days of you sending the money to the eWallet, the eWallet instruction will be cancelled and the funds will be returned to your account. If the Recipient does activate the eWallet within 13 (thirteen) days of you sending the money to the eWallet, the 13 (thirteen) day reversal rule shall not apply. You are responsible for communicating this condition to the Recipient.

You will not be reimbursed for the transaction fee that was charged, by FNB, if the eWallet transaction is not activated by the Recipient within the 13 (thirteen) day period or if you request a reversal of the transaction.

FNB is not responsible if the Recipient's cellphone number changes

If the Recipient's cellphone number changes, FNB will not transfer the eWallet to the new cellphone number.

No contract between FNB and the Recipient

When you create an eWallet instruction, FNB only acts for you on your instruction. No agreement is formed between FNB and any Recipient. FNB will not become involved in any dispute between a Sender and any Recipient.

Limits apply

Transaction limits apply to the eWallet service. There are daily and monthly limits on the amounts you can send using the service, the amounts you can send to an eWallet in one month, and limits on the purchase of prepaid products. Visit www.fnbswaziland.co.sz (or call our call centre or any FNB branch) for more information.

Fees and Charges

You must pay a transaction fee for using the eWallet service. We will debit your account with the relevant transaction fee each time you successfully complete a eWallet transaction. See FNB's latest pricing guide. (A copy can be obtained on www.fnbswaziland.co.sz or any FNB branch.) These fees may change from time to time. We will not charge the eWallet when a Recipient withdraws money at FNB ATMs or asks for a balance enquiry or mini statement transaction at an ATM. We will charge the transaction fee on the eWallet if a Recipient sends money, buys prepaid products or uses any other services available on the eWallet.

Non Use of eWallet for 6 calendar months or more attracts fees

If the Recipient does not transact on the eWallet for a continuous period of 6 months, we will from the 7th month begin charging a monthly service fee on the eWallet. The monthly service fee will be charged until

the Recipient either performs a transaction using eWallet or the balance on the eWallet is reduced to zero (E0-00). The eWallet will expire once the balance is reduced to zero.

The Recipient does not earn interest

No interest is earned on balances held in the eWallet.

Other fees apply

When using the eWallet, standard mobile network operator fees apply to calls and messages.

Termination

FNB may terminate / suspend the service with or without notice to you if:

- The cellphone network service provider removes the Recipient's cellphone number from its network.
- The Recipient does not use the eWallet within a specified period. YOU MUST communicate this to the Recipient.
- If you breach these rules.
- If you or the Recipient uses the service for illegal, unlawful or fraudulent purposes.
- If the service is compromised.
- If it is necessary to protect FNB, its customers or its systems or any Recipient.
- There is fraud by you or the Recipient or any other person in relation to the eWallet or such fraud is suspected.
- FNB is compelled to do so by law.

Nothing in this clause prevents FNB from taking any other action.

If an FNB account is compromised fraudulently, all funds sent to a eWallet or eWallets from such an account may be frozen and returned to the compromised FNB account, subject to an investigation. If this agreement is terminated for any reason, you will still be liable to pay us all amounts you owe us.

RISKS AND LIABILITY

YOU USE THIS SERVICE AT YOUR OWN RISK. FNB MAKES NO WARRANTY OF ANY KIND ABOUT THE SERVICE.

FNB WILL NOT BE LIABLE TO YOU OR ANY RECIPIENT FOR ANY LOSS OR DAMAGE ARISING BECAUSE OF THE SERVICE, UNLESS SUCH LOSS OR DAMAGE AROSE BECAUSE OF FNB'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

Note: INFORMATION SENT OVER PUBLIC NETWORKS MAY BE SUBJECT TO UNLAWFUL MONITORING AND INTERCEPTION. FNB IS NOT LIABLE FOR ANY UNAUTHORISED TRANSACTIONS THAT OCCUR BY ANY PERSON OTHER THAN THE RECIPIENT, UNLESS YOU CAN PROVE THAT THE RECIPIENT SECURED THE eWALLET WITH AN eWALLET PIN AND SUCH UNAUTHORISED PERSON OBTAINED THE eWALLET PIN AS A RESULT OF FNB'S NEGLIGENCE OR FRAUD.

YOU MUST GIVE FNB THE CORRECT INFORMATION WHEN USING THE SERVICE.

FNB IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE YOU SUFFER IF MONEY IS SENT TO THE WRONG CELLPHONE NUMBER.

Note: FNB DOES NOT CHECK THE IDENTITY OF RECIPIENTS WHEN THEY CLAIM MONEY OR WHEN YOU SEND MONEY. FNB CANNOT REVERSE, REPEAT OR CORRECT PAYMENTS THAT WERE MADE TO THE WRONG PERSON(S).

FNB CANNOT GUARANTEE THAT THE RECIPIENT WILL RECEIVE THE NOTIFICATION MESSAGE SINCE THIS DEPENDS ON THE SERVICE OF THE 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.

INDEMNITY

YOU INDEMNIFY FNB FULLY FOR ALL LOSS OR DAMAGE THE RECIPIENT OR ANY OTHER PERSON SUFFERS BECAUSE OF YOUR USE OF THE SERVICE OR BECAUSE YOU DID NOT FULFIL YOUR OBLIGATIONS UNDER THESE RULES.

How we will communicate with you

Any information or communication about the service may be sent to you via the service channels or SMS.

Complaints

Please refer your complaints to swzretail@fnb.co.za. When making a complaint you must follow our published complaint resolution procedure. A copy is available on www.fnbswaziland.co.sz 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 FNB cannot resolve within a reasonable period of time, to the office of the Banking Ombudsman.