



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

1. PREAMBLE

This document contains the terms and conditions ("**Agreement**") for the eWallet Plus product. This Agreement must be read together with FNB General Terms and Conditions, Product specific Terms and Conditions, Promotional Terms and Conditions, our pricing guide and our forms, Key Facts Statements and documents you accepted or signed/accepted when making an application for the eWallet Plus Services, and any additional terms and conditions that apply to any of our accounts associated with this account, , banking channels and services that you and/or your representatives use or has applied for which are available at any of our branches in Eswatini as well as on www.fnbswaziland.co.sz. This Agreement also applies to any person you authorize to operate eWallet Plus product on your behalf.

If there is a conflict between the provisions of this Agreement and any of the other documents (paper or electronic) that records any other agreement we have with you, and the conflicting terms cannot be interpreted together, then the other documents (relevant account, banking channel or card terms & conditions or documents) will apply instead of this Agreement to the extent of the inconsistency.

We can change this Agreement or any of the rules at any time after notifying you of the changes. We will give you the opportunity to end the Agreement a month before the date the change comes into effect through direct messaging; and if you do not end the Agreement, we can assume that you have agreed to the change.

2. Definitions

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

2.1 "**Agreement**" means these eWallet Plus terms and conditions.

2.2 "**AML**" means Anti-Money Laundering as defined by Money Laundering and Financing of Terrorism Prevention Act of 2011 (as amended)

2.3 "**Business Day**" for FNB branches means Monday to Saturdays, excluding Sundays and Eswatini public holidays and for the Head Office they are Monday to Fridays excluding Eswatini public holidays.

2.4 "**Client**" refers to both the Sender and Recipient.

2.5 "**CSC**" means Customer Service Centre.

2.6 "**Customer**" means the person in whose name the eWallet Plus wallet is held with the Bank.

2.7 "**Customer Service Centre Office Hours**" means 07h00 to 08h00 Mondays to Friday and 07h00 to 15h00 on Saturdays.

2.8 "**Data Protection Act**" means the Data Protection Act No. 05 of 2022.

2.9 "**eWallet Plus**" means the virtual bank wallet held by a Client with the Bank and which is opened and operated in

accordance with these terms and conditions.

- 2.10 **"eWallet Send Money Services"** means 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 Eswatini cell phone number in Eswatini.
- 2.11 **"FNB"** means First National Bank of Eswatini Limited a financial institution duly registered in terms of the Financial Institutions Act, 2005, registration number 24/1988 with its principal place of business at The Offices Complex, Corner, MR103 Road & Swaki Street Ezulwini, Eswatini.
- 2.12 **"Office Hours"** for branches means Monday to Saturdays from 08h30 to 15h30 and on Saturdays from 08h30 to 12h00 excluding Sundays and Eswatini public holidays and Head Office hours are Mondays to Fridays from 08h00 to 17h00.
- 2.13 **"Part Withdrawal"** means the withdrawal of a portion of eWallet funds received.
- 2.14 **"Personal Information"** has the meaning ascribed thereto in terms of the Data Protection Act, as amended from time to time.
- 2.15 **"Recipient"** means a third party whom funds were made available to, through eWallet Send Money Service.
- 2.16 **"Registered Wallet"** means if you have opened an eWallet with us and provided us with your, name and surname and FNB have verified this information Registered eWallet Holders are also existing FNB Customers who have linked their eWallet on the FNB Banking App.
- 2.17 **"Sender"** means the FNB account holder customer who makes use of the Send Money Service.
- 2.18 **"Source Account"** means the transactional account from where you may send funds to an eWallet using FNB Cell phone Banking, FNB Online Banking, the FNB Banking APP or an FNB ATM.
- 2.19 **"Wallet"** means an electronic wallet or store of value that can be accessed by a recipient or used to make payments for goods and services.
- 2.20 **"We," "our," and "us,"** means FNB Eswatini Limited (the Bank) and includes the successors and assigns of the Bank;
- 2.21 **"You" or "your"** means either the Sender or Recipient of funds through eWallet Send Money Services and/or their representatives.

3. GENERAL

- 3.1 These Terms and Conditions form an Agreement between you and First National Bank of Eswatini Limited (the Bank), a division of First Rand Bank Limited, whenever you use eWallet Plus. If You use any of the services available on eWallet Plus, you accept that these Terms and Conditions apply to you. These rules must be read with FNB's transactional account General Terms and Conditions where applicable (product specific terms and conditions).

4. EWALLET PLUS OPENING

- 4.1 In order to open an eWallet Plus with us, you must be at least Eighteen (18) years old and above.
- 4.2 You may open an eWallet Plus via the FNB CashPlus Agent, at any FNB branch and/or via digital option/self-service with a valid National Identification Card/Passport.
- 4.3 We reserve the right to request for further information from you pertaining to your application for an eWallet Plus at any time. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your application for an eWallet Plus wallet.
- 4.4 Acceptance by us of your application for an eWallet Plus shall be done via SMS sent to the mobile phone number associated with your eWallet Plus.

- 4.5 We reserve the right to decline your application for an eWallet Plus or to revoke the same at any stage at our sole discretion and we will give you reasons for declining your application.

5. EWALLET PLUS SERVICE OFFERING

- 5.1 **Receive Money via Send Money:** Enables Clients to receive funds instantly from an FNB account holder who use the "Send Money" feature.
- 5.2 **Receive Money via Electronic Payments:** Allows customers to receive payments through EFTs and other digital channels from individuals, businesses, and institutions, directly into their eWallet.
- 5.3 **Third Party Payments (Incl. Once off Payments, Public Recipients):** Supports once off and recurring payments to third parties such as service providers or personal contacts. Includes preloaded "public recipients" like utility providers for added convenience.
- 5.4 **Transfers between accounts (incl. Savings Pocket, other products on profile):** Allows seamless internal transfers between the Client's own accounts such as cheque/transmission, savings pocket, or loan accounts.
- 5.5 **Prepaid electricity, pay TV and airtime purchases:** Enables customers to buy prepaid utilities and airtime directly through their eWallet, improving convenience and reducing the need for physical outlets.
- 5.6 **Send money to eWallet:** Clients can send money to anyone with a valid Eswatini mobile number using the eWallet service. The recipient doesn't need a bank account and can withdraw funds from an FNB ATM/CashPlus agent without a card.
- 5.7 **Send money to FNB and/third party wallets and/or accounts:** Enables sending of funds to both FNB and non-FNB bank accounts or digital wallets, supporting interbank and fintech integration.
- 5.8 **Receive money from FNB and/third party wallets and/or accounts:** Provides the ability to receive money into an eWallet from other FNB customers, external banks, and fintech wallets, supporting financial inclusion and interoperability.
- 5.9 **Receive Bulk Payments;** Facilitates mass disbursements such as salaries, grants, or refunds from corporates or institutions to multiple beneficiaries in a single transaction.
- 5.10 **Cardless Cash Withdrawal at ATM and Deposits at ATM and ADT:** Enables users to withdraw or deposit cash using digital authentication (e.g. via USSD dial string or mobile app) without a physical card, enhancing security and accessibility.
- 5.11 **Cash Withdrawal and Deposit at CashPlus:** Offers cash services through retail outlets under the FNB CashPlus network, increasing physical banking access points in underserved areas.

6. Your requests

- 6.1 You hereby irrevocably authorize us to act on all requests received from you (or purportedly from you) through the system and to hold you liable in respect thereof. All requests made on your eWallet Plus shall be deemed to be made by you.
- 6.2 We shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding that the request may have been initiated, sent or otherwise communicated in error or fraudulently, and you shall be bound by any requests on which we may act if we have, in good faith, acted in the belief that such instructions have been sent by you.
- 6.3 We may, in our absolute discretion, decline to act on or in accordance with the whole or any part of your request pending further enquiry or further confirmation (whether written or otherwise) from you. We shall not be under any obligation to so decline in any case and shall in no event or circumstance be liable for not so declining.
- 6.4 You agree to and shall release from and indemnify us against all claims, losses, damages, costs, and expenses howsoever arising in consequence of, or in any way related to us having acted in accordance with the whole or any part of any of your requests (or failed to exercise) with the discretion conferred upon it.
- 6.5 You can only cancel your request by requesting cancellation through Customer Service Centre. You will, however,

only be allowed where your request is revocable and has not yet been acted on. If we are able to cancel your instruction, you may be charged for such cancellation, and such charge is reflected on our pricing guide.

6.6 Any instructions we receive from you, including an instruction to pay a third party or transfer funds from your eWallet Plus will be subject to the availability of sufficient funds. If you do not have sufficient funds in your eWallet Plus, we will not carry out the instruction. In deciding whether you have sufficient funds, we will take account of any instructions to make payments and regular payments, which have not yet been paid from your eWallet Plus wallet. We will not be obliged to take account of regular credits, or any amounts received after it has decided not to make the payment.

6.7 We are authorized to effect such orders in respect of your eWallet Plus as may be required by any court order or competent authority or agency under the applicable laws.

7. LIMITS

7.1 Daily and monthly transaction and channel limits apply to all eWallet Plus Send Money services. When limits are reached, the use of 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.

7.2 The daily limit is E15 000.00 (Fifteen Thousand Emalangeni), and the Monthly limit is E25 000.00 (Twenty-Five Thousand Emalangeni). More information on applicable eWallet limits is available on FNB website on www.fnbswaziland.co.sz. For more information you may also contact the CSC at 8006100 (toll free).

8. OVERDRAWING YOUR EWALLET PLUS WALLET

8.1 The eWallet Plus wallet may not be overdrawn. This means you may not transfer more money than the available balance in your eWallet Plus wallet.

9. SET-OFF

9.1 We may set off credit balances from your eWallet Plus wallet against amounts that are due from you to us.

10. DORMANT WALLETS

10.1 Dormant wallets for all Customers who have fulfilled the Know Your Customer (KYC) will be treated in accordance with the associated FNB account dormancy rules.

11. FEES

11.1 We may debit your eWallet Plus wallet with transactional fees, costs and other charges in respect of the eWallet Plus services provided to you. For a detailed breakdown of the duly approved product charges and fees refer to our Pricing Guide available on our website www.fnbswaziland.co.sz.

11.2 **Other charges and expenses:** We may also debit your wallet with costs incurred:

11.2.1 in complying with your requests;

11.2.2 in collecting or attempting to collect any amount of money you owe us

We will give you reasonable notice of our intention to effect new charges, fees and/or costs by way of email, SMS, letter and/or notices in the daily newspapers.

11.3 Additional charges such as standard mobile network operator fees will apply.

12. RISKS AND LIABILITY

- 12.1 You use eWallet Plus at your own risk. We make no warranty of any kind about the service to you or any other person.
- 12.2 We are 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.
- 12.3 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.
- 12.4 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 may suffer because of such interruptions.
- 12.5 FNB will not be responsible to you if you lose or accidentally disclose any eWallet security information to third parties, including the one-time pin sent to the Recipient.
- 12.6 FNB is not responsible for any loss or damage you suffer as a result of funds sent to a wrong cell phone number, for an incorrect amount sent 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.
- 12.7 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.
- 12.8 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.
- 12.9 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 FNB 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.
- 12.10 FNB does not verify the identity of the Recipient or the Recipient's cell phone number that you are sending funds to, therefore it is your responsibility to ensure that the information you provide 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.
- 12.11 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.

13. PERSONAL INFORMATION PRIVACY AND CONFIDENTIALITY

- 13.1 We will treat all Personal Information related to you including any biometric information, as confidential. We will take all reasonable steps to protect the Personal Information provided.
- 13.2 FNB will only process and distribute your Personal Information where:
 - 13.2.1 You have given us your consent.
 - 13.2.2 the law requires us to do so.
 - 13.2.3 to detect, prevent and report theft, fraud, money laundering and other crimes.
 - 13.2.4 It is in the public interest to do so.

13.2.5 Our interests require disclosure, for example default or breach of this agreement.

13.2.6 to manage our relationship with you.

13.2.7 Our internal marketing and product development require the information, provided you have given us your consent.

13.2.8 to process payment instructions.

13.3 We may disclose some of your Personal Information and the Recipient's Personal Information to specific third parties, who are also under obligation to keep the information secure and confidential. These include the following:

13.3.1 our service providers, dealers, agents or any other company that may be or become our subsidiary or holding company for reasonable commercial purposes relating to the Services;

13.3.2 to a credit reference bureau;

13.3.3 to the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings.

We will never disclose more information than is required.

13.4 The Personal Information provided may be processed through centralized functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice. Where it is necessary to obtain consent for processing outside of this privacy term, we will expressly seek your consent separately. We have described the purposes for which the Personal Information may be used in detail in our Privacy Notice obtainable at branch and our website at www.fnbswaziland.co.sz.

13.5 We have also set out further information about accessing, correcting, or objecting to the processing of the Personal Information in our Privacy Notice. We strongly advise that you read our Privacy Notice. Please see our Privacy Notice at any FNB Eswatini branch and website at www.fnbswaziland.co.sz.

13.6 You agree that we may process your and the Recipient's Personal Information and Special Personal Information in Eswatini and cross border in other countries or in a cloud, for any purposes permitted by law and subject to the necessary safety protection.

13.7 You authorize the Bank to disclose any information relating to your eWallet Plus to any local or international law enforcement, regulatory or governmental agency so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud or to any other institution or third party as required by the laws of any country and as the Bank may deem necessary.

13.8 You agree and confirm you have the necessary consent to process the Recipient's Personal Information.

14. SENDER'S ADDITIONAL OBLIGATIONS

14.1 You must make sure that you have the correct cell phone number for the Recipient before you use eWallet Plus service and that any details provided to FNB, relating to the Recipient is accurate and that the information has been validated by yourself. FNB will not be responsible in the event that funds are sent to either an incorrect, phone number or the Recipient's cell phone number has changed.

14.2 It is important to note that any person who has access to the Recipient's cell phone or SIM card may have access to the eWallet 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 eWallet with a Pin.

14.3 If the Recipient's cell phone is lost or stolen, the Recipient must immediately notify FNB to block the eWallet in order to prevent any losses. If the Recipient's 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 are initiated by any

person other than the Recipient.

- 14.4 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, FNB will not be legally responsible for any loss or damage sustained.
- 14.5 The Sender cannot reverse the funds. The only exception is where the Recipient's number does not exist. The reversal will be at a fee that is available on our pricing guide available at www.fnbswaziland.co.sz. The Sender can be assisted through the Customer Service Centre on our Toll-Free 8006100.

15. YOUR EQUIPMENT AND RESPONSIBILITIES

- 15.1 You shall at your own expense provide and maintain in safe and efficient operating order your equipment necessary for the purpose of accessing the system and the services.
- 15.2 You shall be responsible for ensuring the proper performance of your equipment. We shall neither be responsible for any errors or failures caused by any malfunction of your equipment, and nor shall we be responsible for any computer virus or related problems that may be associated with the use of the system, the services and the equipment. You shall be responsible for charges due to any service provider providing you with connection to the network and we shall not be responsible for losses or delays caused by any such service provider.
- 15.3 You shall follow all instructions, procedures and terms contained in these terms and conditions and any document provided by us concerning the use of the system and Services.
- 15.4 You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your equipment.
- 15.5 You shall take all reasonable precautions to detect any unauthorized use of the system and the Services. To that end, you shall ensure that all communications from us are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the system will be detected.
- 15.6 You shall immediately inform us through the Customer Service Centre in the event that you have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 15.7 You shall at all times follow the security procedures notified to you by us from time to time or such other procedures as may be applicable to the services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your eWallet Plus wallet's confidentiality. In particular, you shall ensure that the Services are not used, or requests are not issued, or the relevant functions are not performed by anyone other than a person authorized to do so.
- 15.8. You shall not at any time operate or use the Services in any manner that may be prejudicial to the Bank.

16. FNB's OBLIGATIONS

- 16.1 We endeavour to stop or prevent any criminal activities including money laundering and terrorist financing facilitated using its banking platforms and banking channels. We may implement measures we consider necessary, or as required by Eswatini Money Laundering and Financing of Terrorism Prevention Act of 2011 (as amended) and International Law to counter these criminal activities.
- 16.2 Should the use of eWallet Plus service be in breach of the AML laws, we reserve the right to report the breach to the authorities, close or suspend the service,
- 16.3 We will not be involved in any dispute between the Sender, the Recipient or any third-party product or service provider.

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

17. CUSTOMER INTERACTION

17.1 The CSC is available on 8006100 from 07h00 to 19h00 on Monday to Friday and from 07h00 to 15h00 on Saturdays. The CSC will not be available on Sundays and during public holidays.

18. BREACH OF THESE TERMS

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

18.1.1 If you breach the terms of this agreement.

18.1.2 If you or the Recipient uses the service for illegal, unlawful, or fraudulent purposes.

18.1.3 If it is necessary to protect FNB, its customers or its systems or any Recipient.

18.1.4 There is fraud or suspected fraud by you or the Recipient or any other person in relation to Wallet.

18.1.5 FNB is required to do so by law.

19. HOW DISPUTES CAN BE RESOLVED

19.1 You can contact our Customer Service Centre at 8006100 (toll free) and or send email to callcenterswz@fnb.co.za to make a complaint. Any complaint that you may make will be investigated and determined within a period of thirty (30) days and once a decision has been made thereon it will be communicated to you forthwith.

19.2 Any dispute arising out of or in connection with this Agreement that is not resolved by customer care representatives shall be escalated in line with our Complaint Handling Process.

19.3 If you are not satisfied with any response in relation to your complaint, you may refer the matter to the Banking Ombudsman situated at the Central Bank of Eswatini.

20. ADDRESS FOR RECEIVING NOTICES AND LEGAL DOCUMENTS

20.1 You agree that FNB may send you any communication by hand, ordinary mail, registered mail (including registered e-mail or registered SMS) e-mail, printable webpage, or any other permitted electronic communication method.

20.2 Notices will be delivered to you by any registered mail service (including registered e-mail or registered SMS) or by hand.

20.3 Legal documents and notices that FNB serve or deliver, will be served at your provided physical address linked to your transactional account or last known street address FNB have on record for you and / or your last known e-mail address or cell phone number as chosen and recorded or the last known details FNB have obtained. This is your chosen service address for legal documents and notices.

20.4 Legal documents and notices you want to send to FNB must be delivered to the following address:

20.4.1 If hand delivered, between 08h00 and 15h00, to FNB First National Bank of Eswatini Limited, The Offices Complex, Corner, MR103 Road & Swaki Street, Ezulwini, Eswatini.

20.4.2 If by email to Mncedzi.Ngomane@fnb.co.za

20.5 Either one to whom these Terms and Conditions apply may change the chosen address or contact details by giving ten (10 business days' written notice of the new address or contact details before the change will apply.

20.6 Communications, notices, and legal documents will be treated as received:

20.6.1 If delivered by hand during business hours (between 8h00 and 17h00) – on the date it was delivered.

20.6.2 If posted by ordinary mail – at 10h00 on the fourth day after the document is posted.

20.6.3 If sent by e-mail or registered e-mail – on the date on which the document was e-mailed.

20.6.4 If sent by SMS or MMS or registered SMS or MMS – on the date on which the document was sent

21. DECLARATIONS

21.1 I hereby confirm that all the information I have provided to FNB is true, correct, and complete. I will immediately advise the Bank if any of my information changes.

21.2 I hereby confirm that I have received, read, understood, and agree to be bound to these General Terms and Conditions.

21.3 I understand the risks, costs, rights, obligations that apply to me because of this Agreement.

21.4 I hereby consent to receive default notice or termination notice by prepaid registered mail and or by my email at the address chosen as my *domicilium citandi et executandi* (your address chosen to receive legal documents).

22. TERMINATION

22.1 We may terminate the eWallet Plus service:

22.1.1 If we are of the view that you or any person related to, acting on behalf of, or involved with you:

22.1.1.1 has or is suspected to have contravened any anti-corruption and or anti money laundering laws (locally or internationally); or

22.1.1.2 is or is suspected to be involved in terrorist activities and /or whose name appears on any sanction list prescribed by legislation or that is used by FNB 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.

22.1.2 If there are no financial transactions on the Wallet for six (6) consecutive months by giving notice of at least five (5) days to the Client.

22.1.3 If the Client commits a breach of these Terms and Conditions as specified under Clause 14.

22.1.4 You may terminate this relationship anytime by sending an email to gethelp@fnb.co.sz or by calling the CSC at 8006100.

22.1.5 If your eWallet Plus wallet has any credit balance at the time of its closure, we will return any such balance to you, less any applicable fees.

22.1.6 If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or withdrawal from your eWallet Plus wallet by any person except upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by your legal representatives duly appointed by the court.

23. ACCEPTANCE OF THE TERMS AND CONDITIONS

By accepting these Terms and Conditions electronically on the Bank's platform or by any electronic means acceptable to the Bank, you accept these contractual provisions as a binding agreement between you and the Bank and as valid and original evidence of these contractual provisions, which shall constitute valid contractual terms and constitute effective signature of this Agreement and shall have the same legal validity and enforceability as a manually executed signature in wet ink. The intentional act of electronically accepting these contractual provisions shall be evidence of consent to be legally bound by the contractual provisions of this Agreement. Each Party agrees to not contest the admissibility or enforceability of any electronically signed or accepted copy of these contractual provisions in any proceeding. The use and/or production of an electronic version of these Terms and Conditions shall fully satisfy any requirement that these Terms and Conditions be in writing.