

The Bank will provide You with Acquiring Services to enable You to accept Payment Instruments from Your Customers to pay for goods and/or services. The Speedpoint® Device Facility Terms and Conditions form part of Your Merchant Agreement and must be read in conjunction with the remaining Terms and Conditions of Your Merchant Agreement. It contains important information about the rights and obligations relating to You and the Bank in respect of the Acquiring Services and products delivered by the Bank. A copy of the Terms and Conditions is available on the FNB website, can be obtained from the Merchant Services Call Centre or can be supplied to You by post and email at Your request. It is Your duty to speak to the Bank if You do not understand any part of the Terms and Conditions prior to entering into this Merchant Agreement.

**BY USING THE BANK'S ACQUIRING SERVICES AND PRODUCTS THE PARTIES AGREE AS FOLLOWS:**

**1. GENERAL**

**1.1. The onus is on You to do the following:**

- 1.1.1 accept all Cards presented to You by a Customer;
- 1.1.2 provide the Customer with a secure environment when he/she is asked to enter his/her PIN;
- 1.1.3 at all times treat the Customer's account detail and PIN as confidential and do not disclose them to any person except as required in terms of the Rules;
- 1.1.4 ensure that only You or Your employee(s) who are duly authorised use the supervisor function;
- 1.1.5 keep the supervisor card in a safe place with restricted access; treat the supervisor PIN as confidential and apply the same level of care as with a Card PIN i.e. change from the default issued PIN, do not share the supervisor PIN and regularly change it. The supervisor card and PIN are for supervisor use only;
- 1.1.6 ensure that the Receipt is processed on a Speedpoint® Device supplied by the Bank;
- 1.1.7 retain the Card if the Bank or the Speedpoint® Device instructs You to do so, provided that it is safe for You to do so;
- 1.1.8 only use the Bank's tally roll paper in Speedpoint® Devices;
- 1.1.9 **bank and reconcile Your Transactions daily. The Bank will hold You liable for any Losses incurred by the Bank or Chargebacks received as a result of Your failure to bank and reconcile Your Transactions daily. The onus is on You to advise the Bank if Your Speedpoint® Device is not banking or not banking correctly. The Bank reserves the right to automatically bank Your Transactions;**
- 1.2 **You may not process a Transaction on a Chip Card by utilising the:**
  - 1.2.1 **supervisor function; or**
  - 1.2.2 **magnetic stripe data, except as provided for herein.**

**2. EQUIPMENT**

- 2.1 You must retain control over the Equipment at all times and allow the Bank or the Bank's authorised Third Party Service Providers to inspect the Equipment upon request.
- 2.2 The Bank shall remain the owner of the Equipment at all times.
- 2.3 You shall not claim to be the owner of the Equipment.
- 2.4 **The risk in and to the Equipment shall pass to You on delivery of the Equipment to You or Your nominated third party, save for where such passing of risk is expressly excluded in terms of the Merchant Agreement. You shall be liable for loss of and damage to the Equipment and the Bank shall apply set-off, net-settlement and/or debit Your Nominated Bank Account with the value of the loss or damage incurred by the Bank as a result of Your actions or omissions. The full replacement costs of the Equipment will be set-off, net-settled and/or debit from Your Nominated Bank Account in the event of loss of Equipment.**
- 2.5 Upon termination of the Merchant Agreement, You shall return the Equipment to the Bank in materially the same working condition (fair wear and tear excepted). You must allow the Bank and the Bank's authorised Third Party Service Providers access to Your Premises to collect the Equipment on the agreed collection date.

- 2.6 If You do not allow the Bank to collect the Equipment, You irrevocably authorise the Bank, by using the Acquiring Service and products, to apply set-off, net-settlement and/or to debit Your Nominated Bank Account with the full replacement cost of the Equipment and to immediately terminate Your Merchant Agreement.
- 2.7 The Bank reserves the right to terminate the Merchant Agreement and to collect the Equipment that has not been used for a period of 3 (three) consecutive months.
- 2.8 You must:
- 2.8.1 at all times have the Equipment plugged in and connected to an operational dial-up line or Communication Network authorised by the Bank in order to update vital information on a daily basis;
- 2.8.2 assume responsibility for the provision of power and any other infrastructural modifications required for the Equipment;
- 2.8.3 keep and operate the Equipment with due care and in a secure manner; and
- 2.8.4 ensure that the Speedpoint® Device reflects the correct date and time.
- 2.9 Insurance**
- 2.9.1 You must fully insure the Equipment, from the date of its delivery to the date of collection by the Bank or the Bank's authorised Third Party Service Provider, for its full replacement value. It is Your responsibility to ascertain what the current replacement cost of the Speedpoint® Device is and to confirm this with the Bank.**
- 2.10 Installation and Training
- 2.10.1 The Bank or the Bank's authorised Third Party Service Provider will install and maintain the Equipment and train Your employees on how to use the Equipment.
- 2.10.2 You are responsible for choosing a supervisor and manager PIN upon installation of the Speedpoint® Device, to change it from time to time and to keep it secure.
- 2.11 Restrictions on use**
- 2.11.1 You may only use the Equipment to process Transactions for the entity that has entered into the Merchant Agreement at the address provided to the Bank on the application form or on a subsequent Written notification to the Bank of a change in Your address. The Bank will have the right to immediately terminate the Merchant Agreement and will hold You liable for any claims made against it or Losses incurred if You allow other non-contracted entity(ies) and/or third party(ies) to use the Equipment.
- 2.11.2 It is Your responsibility to make sure that You only allow the Bank's approved Third Party Service Provider on site. Should anything seem suspicious, please contact the FNB Merchant Services Call Centre on +264 61 299 2103.
- 2.11.3 You must obtain the Bank's approval to relocate the Equipment to an address other than what the Bank has on record.
- 2.11.4 Installation costs, no fault calls, and repair costs of the Equipment  
The Bank reserves the right to apply set-off, net-settlement and/or to debit Your Nominated Bank Account with a service fee for installation costs, no fault calls, and repair costs of the Equipment.
- 3 MERCHANT SERVICES EXCLUSIONS**
- 3.1 The scope of the maintenance services will not include the following and You will be held liable for the costs incurred by the Bank in respect thereof:
- 3.1.1 maintenance or repairs to electrical work, telecommunications circuits and/or apparatus connected to, but external to the Equipment and/or any accessories;
- 3.1.2 painting and/or refurbishment of the Equipment;
- 3.1.3 installation and/or use of items not approved by the Bank in Writing or supplied by the Bank;
- 3.1.4 the supply of consumable items;
- 3.1.5 services resulting from You relocating or removing the Equipment, or any part thereof;

- 3.1.6 the costs incurred by the Bank as a result of a request by You to attend to: damage caused directly or indirectly as a result of: misuse; malicious damage; negligence and/or the failure of connectivity lines, other equipment or apparatus connected to the Equipment;
- 3.1.7 "no fault calls" - where a call for maintenance services is logged and it subsequently becomes apparent that there is no problem with the Equipment;
- 3.1.8 repair of or damage to the Equipment or the restoration of lost or impaired services resulting, directly or indirectly, from:
  - 3.1.8.1 the connection of accessories, attachments or devices to the Equipment, without the prior Written consent of the Bank;
  - 3.1.8.2 installation of the Equipment by anyone other than the Bank or its authorised Third Party Service Provider/s;
  - 3.1.8.3 use of software applications not provided by the Bank;
  - 3.1.8.4 alterations or additions to the Equipment, except as otherwise provided for in the Merchant Agreement; and
  - 3.1.8.5 unauthorised maintenance or tampering (including circumstances where Your Speedpoint® Device is replaced with another Speedpoint® Device which has been tampered with, or on which unauthorised maintenance has been carried out) with the Equipment or negligence on Your part or that of Your Third Party Service Provider(s).

#### **4 AUTHORISATION OF TRANSACTIONS**

- 4.1 You must apply to the Bank for Authorisation for all Transactions including Budget Transactions, at the time of the Transaction by:
  - 4.1.1 swiping a Card with a magnetic strip;
  - 4.1.2 inserting a Chip Card into the Speedpoint® Device and allowing the Customer to key in the PIN; or
  - 4.1.3 by following the security prompts for other Payment Instructions.
- 4.2 You may not override a Transaction by requesting voice Authorisation from the Bank if Your request for Authorisation of the Transaction is declined electronically.
- 4.3 You may not process a Fallback Transaction in order to avoid processing the Card by using the Speedpoint® Device.
- 4.4 You may not force through Transactions by swiping the supervisor card or PIN without obtaining a valid Authorisation code.
- 4.5 You must ensure that the Card that is presented to You by the Customer has not expired.
- 4.6 For magstripe cards, You must obtain the signature of the Customer on the Receipt and provide the Customer with a legible copy of the Receipt. You must compare the signature on the back of the Card with the signature on the Receipt. Should the signatures not correspond, You must obtain a Code 10 Authorisation from the Bank irrespective of the Transaction amount. This provision does not apply to Chip Cards, except where a chip on a Chip Card has been damaged and a Fallback Transaction is processed.
- 4.7 Should one or more of the abovementioned requirements not be met, the Transaction in question will be regarded as invalid and the Bank may immediately terminate the Merchant Agreement on notice to You and apply set-off, net-settlement and/or debit Your Nominated Bank Account with the value of the Loss or Losses incurred.

#### **5 FALLBACK TRANSACTIONS**

- 5.1 **You must first follow the process set out in the Authorisation clause above before processing a Fallback Transaction.**
- 5.2 You may not process Fallback Transactions on International Mastercard cards.
- 5.3 **A Fallback Transaction will be processed in the event that You are unable to complete the Transaction on a Speedpoint® Device where the Speedpoint® Device prompts You to complete the Transaction using the magnetic strip.**

- 5.4 A Fallback Transaction must be completed by using the magnetic strip and obtaining the signature of the Customer on the Receipt.
- 5.5 Fallback Transactions on an un-embossed Card are not allowed.
- 5.6 **You must record the Fallback Transactions process by using the Bank's stationery. Non-compliance with the above requirements will result in You being held liable for any Losses incurred by the Bank.**
- 5.7 **By using the Fallback Transaction procedure, You acknowledge that the risks in utilising the Fallback Transaction procedure have been explained to You and that You understand and accept such risks.**

## **6 MANUAL ENTRY FACILITY**

- 6.1 The Manual Entry Facility is applied for by a Merchant, together with a supporting written motivation and enablement of the facility is subject to the Bank's vetting criteria.
- 6.2 You shall not process Manual Entry Facility Transactions without the Bank's prior Written permission.
- 6.3 The Bank reserves its rights to deactivate the Manual Entry Facility on Your profile at any time and without notice to You and if necessary, remove the Equipment and terminate the Merchant Agreement.
- 6.4 When processing Manual Entry Transactions, You must do the following:
  - 6.4.1 ensure that the Speedpoint® Device is at all times charged;
  - 6.4.2 ensure that the Speedpoint® Device is at all times connected to a Communication Network, in order for it to receive and download the latest updates;
  - 6.4.3 ensure that Manual Entry Transactions are processed online (and not offline);
  - 6.4.4 contact the Bank's authorisation centre for an Authorisation code;
  - 6.4.5 once You have received an Authorisation code from the Bank's Authorisation centre, You must:
    - 6.4.5.1 enter the Card number, expiry date and the value of the Transaction into the Speedpoint® Device;
    - 6.4.5.2 enter the Authorisation code into the Speedpoint® Device.
- 6.5 **Manual Entry Transactions carry risks to the Merchant, including but not limited to:**
  - 6.5.1 **the Merchant's non-compliance with processing requirements set out above and in the Rules;**
  - 6.5.2 **the Manual Entry Transaction being considered an Invalid Transaction and/or Fraudulent Transaction;**
  - 6.5.3 **the Manual Entry Transaction being Charged back to the Merchant;**
  - 6.5.4 **resulting in Losses to the Merchant, which shall include Foreign Exchange Loss and may be debited from the Merchant's Nominated Bank Account.**
  - 6.5.5 **By successfully applying for the Manual Entry Facility and/or processing Manual Entry Transactions, You acknowledge and understand the risks set out above and accept full risk and liability for all Manual Entry Transactions.**
  - 6.5.6 **You will not be able to dispute any Chargebacks for Manual Entry Facility Transactions, irrespective of the Card presented for payment.**

## **7 MAIL ORDER TELEPHONE ORDER (MOTO) FACILITY**

- 7.1 The MOTO Facility is applied for by a Merchant, together with a supporting written motivation and enablement of the facility is subject to the Bank's vetting criteria.
- 7.2 You shall not process Manual Entry Facility Transactions without the Bank's prior Written permission.
- 7.3 The Bank reserves its rights to deactivate the Manual Entry Facility on Your profile at any time and without notice to You and if necessary, remove the Equipment and terminate the Merchant Agreement.
- 7.4 When processing MOTO Transactions You must do the following:
  - 7.4.1 explicitly follow the Customer's instructions evident from the signed coupon, subscription voucher or telephone instruction;

- 7.4.2 contact the Bank's authorisation centre for an Authorisation code;
- 7.4.3 once You have received an Authorisation code from the Bank's Authorisation centre, You must:
- 7.4.3.1 enter the Card number, expiry date and the value of the Transaction into the Speedpoint® Device;
- 7.4.3.2 enter the Authorisation code into the Speedpoint® Device;
- 7.5 **MOTO Transactions carry risks to the Merchant, including but not limited to:**
- 7.5.1 **the Merchant's non-compliance with processing requirements set out above and in the Rules;**
- 7.5.2 **the MOTO Transaction being considered an Invalid Transaction and/or Fraudulent Transaction;**
- 7.5.3 **the MOTO Transaction being Charged back to the Merchant;**
- 7.5.4 **resulting in Losses to the Merchant, which shall include Foreign Exchange Loss and may be debited from the Merchant's Nominated Bank Account.**
- 7.6 **By successfully applying for the MOTO Facility and/or processing MOTO Transactions, You acknowledge and understand the risks set out above and accept full risk and liability for all MOTO Transactions.**

## **8 REFUNDS**

- 8.1 The Bank may give You a Refund facility at its own discretion. The Bank can terminate this facility at any time, on verbal or Written notice to You.
- 8.2 You must process Refunds on credit Cards by using the Refund facility on Your Speedpoint® Device.
- 8.3 You may only process Refunds to the Card that was used when the purchase took place.
- 8.4 You may not give cash Refunds for credit Card Transactions.
- 8.5 **You may not process a Refund on Debit Cards by using the Speedpoint® Device. You must process Refunds on Debit Cards by refunding the Customer in cash or an Electronic Transfer (EFT).**

## **9 ACCEPTANCE OF CONTACTLESS CARDS**

- 9.1 Contactless Cards may be accepted on a Contactless-enabled Speedpoint® Device for Transactions equal to or less than the threshold amount defined by the Bank. Please contact the [Merchant Services Call Centre](#) for more information on the threshold amount.
- 9.2 The Bank reserves the right to change the threshold amount at any time.
- 9.3 For Transactions over the threshold amount, a Customer will be requested to key in their PIN into the Speedpoint® Device in order to process a Transaction.
- 9.4 Transactions over the maximum threshold amount will be regarded as a contact Transaction and the Customer must either insert the Chip Card into the Speedpoint® Device and key in his or her PIN, or swipe a Card with a magnetic strip and sign the Receipt;
- 9.5 You may from time to time be randomly prompted by the Speedpoint® Device to validate the Customer by way of signature for both magnetic strip and Chip Cards.

## **10 SATELLITE SERVICES**

**Please note that when You make use of Satellite Services, sunspots, solar flares and adverse thunderstorms may have an influence on the Satellite Services. This is outside the control of the Bank.**

## **11 CASHBACK WITH PURCHASE AND CASH ADVANCE FACILITY**

- 11.1 The limit on the maximum amount of cash which may be withdrawn by the Customer at any time and on any day, will be determined by the Bank or by PAN.



- 11.1.1 **You must ensure that sufficient cash is held at all times to facilitate the need for clients to avail of the cashback and/or cash-advance services**
- 11.2 You may not use the Bank's Equipment to only process Cashback with Purchase and Cash Advance Transactions.
- 11.3 Should the Cashback with Purchase and Cash Advance facility be abused, Your Cashback with Purchase and Cash Advance facility may be terminated and penalties may be levied, and You will be held liable for any Losses incurred by the Bank.
- 11.4 You will be held liable for any Fraudulent Transactions and associated Chargebacks that arise from Cashback with Purchase and Cash Advance Transactions.
- 11.5 Cashback with Purchase and Cash Advance Transactions may not be processed by way of a Manual Entry Facility Transaction.**
- 11.6 You are only allowed to process Cashback with Purchase and Cash Advance Transactions on domestic Mastercard and VISA Cards.
- 11.7 You may not Reverse or Refund Cashback with Purchase and Cash Advance Transactions on Debit Cards. You must Refund the Customer in cash or an Electronic Transfer (EFT).
- 11.8 When using the Cashback with Purchase and Cash Advance facility, You must do the following:
- 11.8.1 process all Cashback with Purchase and Cash Advance Transactions electronically on Your Speedpoint® Device as a purchase;
- 11.8.2 apply for Authorisation for all Cashback with Purchase and Cash Advance Transactions, regardless of Your Floor Limit; and
- 11.8.3 allow the Bank to conduct random mystery shopping exercises or checks at Your Store.
- 11.8.4 You may not process Cashback with Purchase and Cash Advance Transactions on Forecourts.
- 11.9 Important Notice: TAX Implications**
- 11.9.1 The Bank strongly recommends that You obtain independent professional advice regarding any tax implications arising from the acceptance and processing of Cashback with Purchase and Cash Advance Transactions.**
- 11.9.2 You are fully responsible for any tax implications arising from the acceptance and processing of Cashback with Purchase and Cash Advance Transactions.**
- 11.9.3 You agree that You will not hold the Bank liable and You hereby indemnify the Bank fully, and hold the Bank completely harmless, against all Losses which arise from processing Cashback with Purchase and Cash Advance Transactions.**
- 11.10 You agree and acknowledge that You will not issue a tax invoice, credit or debit note in respect of the taxable supply of goods and/or services, where the Bank has issued a tax invoice, credit or debit note.**
- 11.11 Surcharging**  
A surcharge is where You "charge" a Customer for the cash portion of either Purchase with Cashback, or Cashback without Purchase (Cash Advance). The practice of surcharging is thus where You charge Customers for the withdrawal of cash. The practice of levying surcharges is clearly prohibited by the Bank of Namibia.
- 11.12 Employees of the Merchant.**  
Whilst the employees of the Merchant effects the pay-out of any cash amount with Purchase for Cashback, or Cashback without Purchase (Cash-Advance), such employee are executing their duties in terms of their employment agreement with the Merchant, and not as employees of FSR or the Bank.
- 11.13 Rebate**  
A Rebate is only applicable on all cashback or cash-advance cash portion where mutual agreement has been reached between the Bank and the Merchant.
- 12 EWALLET FACILITY**
- 12.1 By using the eWallet Facility You shall:**
- 12.1.1 ensure that You and Your employees are adequately trained to process eWallet Transactions;

- 12.1.2 use Your best endeavours to establish processes and controls aimed at combating, preventing, detecting and eradicating Fraud when processing eWallet Transactions;
- 12.1.3 capture the Transaction information necessary to process eWallet Transactions;
- 12.1.4 allow the User to key in a One Time PIN (OTP) for Authorisation of the eWallet Transaction whilst affording the User the necessary privacy and secure environment to do so. Please note that the OTP issued to the User is valid for a period of 4 (four) hours and can only be used for 1 (one) Transaction. The Bank is entitled to decline any request for Authorisation for an eWallet Transaction without having to provide any reason or explanation; and
- 12.1.5 provide the Bank with any transactional information which it may request.
- 12.2 Any eWallet marketing material displayed at Your Store may only be that which is supplied by the Bank to You. Such material must be displayed in a visible manner and must only be used for promotional purposes to indicate that eWallet is available at Your Store and may not be used in such a way that it can be construed as the Bank endorsing the goods, services and/or facilities offered by You.
- 12.3 You cannot process Refunds on the eWallet application. Where a purchase was made and the goods are returned, and/or where services are rendered; and such services or goods are not to the satisfaction of the User, You agree to Refund the User in cash.
- 12.4 Fees and Pricing
- 12.4.1 **The Fees and charges applicable to the processing of eWallet Transaction will be the same as those applicable to Debit Card Transactions.**