

Cellphone Banking

Terms and Conditions



Below you will find the most significant legislation applicable to registered financial institutions in Namibia, as well as legislation we think could be of interest to users.

Terms and Conditions

These Terms and Conditions (Rules) apply to the registration and use of the Cellphone Banking service ("the Service") offered by First National Bank of Namibia Limited ("FNB"). These terms and conditions constitute an agreement between you ("the Customer") and FNB, when you register and make use of the Cellphone Banking Service.

Definitions (What we mean)

1. "You/the Customer": means the person who has registered for FNB's Cellphone Banking service, in other words you.
2. "We/Us/Our/FNB": means First National Bank of Namibia Ltd (FNB) – a registered bank (registration number 2002/0180).
3. "The Account/s": means any account/s held by you with us and included in your customer profile.
4. "Transactional account": means the Customer's qualifying account which is registered for use with our Service.
5. "Qualifying": means any one of your Accounts held with us that we deem acceptable for registration for use with our Service, and which account will be the Transactional account defined herein.
6. "Prepaid products": means any prepaid airtime or third party prepaid credit purchases.
7. "Registered cellphone number": means the Customer's cellphone number which is selected during the Service registration process.
8. "Other cellphone number": means any cellphone number for which you purchase prepaid products, by using the Service, other than the registered cellphone number.
9. "MOPIN": means the Customer's five (5) digit authorisation code, selected during the Service registration process.
10. "The Service": means FNB's Cellphone Banking service which allows you to do various transactions and obtain information about your Account(s) held by you with us, via your registered cellphone number.
11. "InContact": means our free notification service which communicates via e-mail or SMS whenever a transaction is processed to or from the Account(s) of the Customer and is within the Customer's alert limits, or which we may use to inform you of any other new products or benefits we may have for you;
12. "SMS": means a short message service consisting of text messages.
13. "USSD": means unstructured supplementary services data, which allows you to browse text menus, in this case, relating to Cellphone Banking.
14. "Fee earning transaction": means any transaction done on the Service that incurs a charge, which is levied to the Transactional account.
15. "Statement" means the statement(s) in respect of the Account(s) of the Customer sent by FNB to the Customer by email, or delivered or posted in hard copy form, from time to time.

Registration (How to get FNB Cellphone Banking)

Registering for FNB Cellphone Banking:

1. In order to register for the Service, you must:
 - have an active and valid ten (10) digit cellphone number, which is connected to a registered national cell-phone network that is operating within the national borders of Namibia;
 - have an active Transactional account;
 - select a five (5) digit MOPIN when registering for the Service;
 - be registered for inContact; and
 - Accept the Terms and Conditions (Rules) governing the use of the Service.
2. In order to make payments to third parties, you need to have the third party set up as a beneficiary on your account via one of the secure channels listed below:
 - Any FNB Branch; or
 - Internet Banking.
3. You must register for the Service via the following secure channels:
 - Any FNB Branch; or
 - Internet Banking.

Use of FNB Cellphone Banking

Using the FNB Cellphone Banking service:

1. In order to use the Service, you must be registered for the Service;
2. You must be registered for inContact, however if you are de-registered from inContact subsequent to registering for the Service, you will not be eligible for the full Money Back Guarantee.
 - InContact is a messaging value-add service, which is additional to any statement you may receive. While we will endeavour to ensure the integrity and content of any e-mail or SMS sent to you, your statement will remain the record of your Account transactions.
 - The Money Back Guarantee assures that your money will be refunded if any unauthorised or fraudulent transactions are processed to the Account(s), and you have taken adequate care to safeguard your access details. This is subject to certain terms and conditions set out below and in Sections D and F.
 - If you think you have been a victim of a Cellphone banking fraud, you must inform us as soon as you become aware that a suspicious transaction has occurred on the Account(s) and open a case at your nearest Police station. 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 Cellphone banking fraud, and provided that you have complied



with the safety measures listed in the Security features, will reimburse you after the investigation for any losses suffered due to fraud committed via Cellphone banking.

- You are responsible for ensuring that we have the correct Cellphone number and e-mail address. We will not be held responsible if the SMS or e-mail is sent to the wrong number or address, if you have not updated your records with us.
 - We cannot guarantee the accuracy or arrival of an SMS and/or e-mail. We are dependent on external service providers to deliver information on account transactions.
 - We accept no liability whatsoever, and you indemnify us against any loss, expense, claim or damage, whatsoever, arising from the use of the Service, or arising from any delay or failure by us to send an e-mail or SMS. We make no representation or warranty, whether express or implied, as to the operation and functionality of the Service.
3. You must have enough airtime available on your Registered cellphone number to access the Service;
 4. You must have selected a MOPIN in order to authorise transaction requests made via the registered cellphone number. You should not store your MOPIN on your cellphone handset in any form whatsoever. If your cellphone automatically stores your MOPIN, the onus is on you to delete it. This will ensure that no one can transact using your registered number as they will need your MOPIN to complete and authorise transactions.
 5. You must have enough money in your Transactional account to complete requested transactions. If you do not, we retain the right to decline any authorisation relating to a transaction.
 6. Your remaining daily limit must be enough to complete the requested transactions.
 7. You can visit any FNB Branch for immediate assistance with regard to the operation of the Service or call the FNB Cellphone Banking Helpline.
 8. You must advise us immediately if your cellphone is stolen, as we need to block your Registered cellphone number. The Registered cellphone number is an access mechanism, to your Account(s) - the same as an ATM card - and by suspending the Service; we ensure that no one gains access to the Account(s) via the stolen cellphone.
 9. We may at our discretion amend, add or remove any of the features included in the Service.

The security of FNB's Cellphone Banking service

Security features for FNB's Cellphone Banking service:

1. The main security feature of the Service is the five (5) digit MOPIN, which you use to authenticate and authorise transaction requests from your registered cellphone number.
2. The MOPIN must be selected immediately when you register for the Service.
3. The security of the MOPIN must not be endangered or compromised by choosing a MOPIN that can be easily guessed, such as five (5) of the same numbers or numbers in sequence such as 12345.
4. You must not, under any circumstances, store your MOPIN on your cellphone handset in any way whatsoever. If your cellphone automatically stores your MOPIN, the onus is on you to delete it. This will ensure that no one can transact using your registered cellphone number as they will need your MOPIN to complete and authorise transactions.
5. You are responsible for the security of the MOPIN and may not disclose the MOPIN to anyone.
6. If anyone obtains your MOPIN and cellphone with the registered cellphone number, it will be assumed that, that person is you. From our perspective any transactions authorised by this other person are legitimate and will be acted on. You will be liable for any transactions processed during this period until you advise us to suspend or block the Service.
7. Transactions requested from the registered cellphone number using the MOPIN will be considered as legitimate and will be acted on and you will be liable in relation thereto.
8. The MOPIN should never be SMS'ed to anyone, including us. When authorising a transaction, follow the instructions as SMS'ed to you to complete the transaction successfully.

Fees/Costs (Does FNB Cellphone Banking cost you money?)

FNB Cellphone Banking has no subscription fee, but account transaction fees apply:

1. By using the Service you authorise FNB to debit the Transactional account with any transaction fees as communicated to you in our pricing brochure available at any FNB Branch or on our website: <http://www.fnbnamibia.com.na>. The account service fees are reviewed on an annual basis and communicated to you as at the time of the annual price review.
2. FNB may at any time amend or introduce new fees for the Service and will advise you within a reasonable time of such changes.
3. A fee from the relevant Cellphone Network Service Provider will be incurred when using the Service. You are liable for this fee and are to settle this with the Cellphone Network Service Provider.
4. For menu-driven services such as USSD, if premium rated, the price for the service will be clearly stated at the top of the first page appearing on the mobile handset. Any additional costs associated with browsing specific menu selections will also be clearly indicated. "Premium Rated" shall mean any charge above the standard rate charged to the customer.
5. SMS and USSD are at present charged to you at standard rates. These rates are subject to change at the sole discretion of the Cellphone Network Service Provider.
6. With effect from 1 February 2008 all prepaid airtime vouchers purchased from your Cellphone Network Service Provider, will be inclusive of 15% VAT. (As required by the Value Added Tax ACT 2000, as amended).



Liability and Exclusions of Liability

FNB Cellphone Banking has the following stipulations and indemnities:

1. You will be liable for:
 - any unauthorised transaction that has been debited to the Account(s), through any person other than yourself using the MOPIN and Registered cellphone number, unless it can be proved that such person obtained the MOPIN as a result of our negligence or fraud;
 - all transactions, including the payment of fees up until the Service is terminated. If there are any transactions or fees still unpaid by you after the Service is terminated, you will remain liable for the full outstanding amount owed to FNB. In this regard we reserve our right to set-off any unpaid transactions or fees from any account held by you with us.
2. You agree to use the Service at your own risk and we will not be held liable for any loss, or damage whatsoever unless such loss or damage arises from our gross negligence or intentional misconduct.
3. We are not liable for any loss or damage caused as a result of
 - The Service being unavailable for any reasons whatsoever;
 - The authorised or unauthorised access by another person to the Service or the Information transmitted via the Service.
4. You indemnify us against any claims by third parties or loss suffered by us arising from the use of the Service.
5. Prepaid products (including prepaid credits) purchased using the Service are sold under the Terms and Conditions of the applicable Network Operator or service provider, and the Terms and Conditions of the Service do not supersede the purchase agreement between you and the Network Operator or service provider.
6. You are responsible for giving correct information and instructions when setting up beneficiaries and making payments to beneficiaries. We will not be responsible for any loss or damage caused by your error, either in setting up the beneficiary or in making payments. We will also not be liable for payments made by you to unintended recipients if you give the wrong information to us. We are also not responsible for the verification of the identity of recipients. We cannot reverse payments that you make to other accounts, without the specific consent of the accountholder. Our role is to pass your instruction on to where the account is held, and we will not be liable for any act or omission on the part of such institution where the account is held.

Payment notification and scheduled payment service

You are responsible for supplying us with the correct contact details of your recipients and you agree to use the Service at your own risk. Notice of confirmation of payment to the recipient does not warrant that the recipient has received the payment or has access to the funds. We accept no liability whatsoever, and you indemnify us against any loss, expense, claim or damage, which you or a third party may suffer, whether direct, indirect or consequential, arising from the use of this Service, or arising from any delay or failure by us to send an email, telefax or SMS. We make no representation or warranty, whether express or implied, as to the operation and functionality of the Service or the accuracy and integrity of the transmitted information. This service is not free and you will be charged per medium used to notify your recipients of payments made to them. You can find details of these fees by visiting the FNB website (www.fnbnamibia.com.na), calling the Cellphone Banking Helpdesk on +264 61 299 2187 or visiting your nearest [FNB Branch](#).

Termination of the Agreement, Suspension or Withdrawal of the Service

FNB Cellphone Banking may do the following:

1. We may at any time terminate this agreement and your right to use the Service if:
 - You disclose or compromises the MOPIN;
 - do not adhere to these Terms and Conditions;
 - You use the Service illegally;
 - The cellphone Network Service Provider terminates the Registered cellphone number from its network;
 - Your Transactional account is closed;
 - You do not perform a fee earning transaction within a period of 60 (sixty) days.
2. In the event of such termination, we will provide you with 30 (thirty) days notice. In the case of fraud, suspected fraud, or if we are compelled by law or if you have not used the Service within a specified period of 60 days, or the Transactional account that is linked to the Service is closed, in order to protect our interests, we may take other action, including but not limited to terminating the Service without any notice.
3. You may at any time terminate the Service by giving us such notice in writing or by contacting the Electronic Banking Helpline, or de-registering at any FNB Branch or directly from your cellphone;
4. When this agreement is terminated your full indebtedness to us with respect to all transactions remains due and payable. We reserve our right to set-off your full indebtedness to us against any other account held with us;
5. We have the right to immediately withdraw or suspend the Service if we reasonably suspect that the Service is:
 - being used outside of these Terms and Conditions;
 - being used fraudulently or illegally;
 - compromised, or in order to protect you or for the protection of us or our systems.



General

1. Information
 - You must ensure that all account/personal related information disclosed with the Service is kept confidential;
 - Any information relating to the Service, with the exception of your MOPIN, may be communicated via SMS and you give consent to receive product related information via the Registered cellphone number.
2. Statements
 - All transactions, fees and charges will be shown on your statement, mini statement, or on a transaction record available from one of our Branches;
 - You have 30 (thirty) days after the date of each statement to dispute any transaction that appears on the statement, after which we will be entitled to regard the statement as correct;
 - A Certificate signed by one of our Managers (whose appointment may not have to be proved) will be sufficient proof of the amounts due and payable by you to FNB.
3. Amendments
 - FNB may from time to time amend these Terms and Conditions or the Service; except where legislation requires an immediate change;
 - You will be notified of material changes only, within a reasonable period of time of the changes. The manner in which notification herein will be given to you is left within our discretion;
 - You will have 7 (seven) days from receipt of notification to terminate the Service if you do not agree with the amended Terms and Conditions. If you use the Service after we have given you notice of the amendment(s) and this falls within the 7 day period, or falls anytime after the 7 day period has lapsed, we will be entitled to assume that you have read and agree to be bound by the amended Terms and Conditions. For convenience only, the date on which these Terms were last amended is shown below the main heading of these Terms;
 - If the change to the Service requires that you must upgrade or change your cellphone or network service provider, you will be responsible for any cost that may be required to continue using the Service or you may then decide to discontinue the Service;
 - Any amendments; additions or removals to the Service may be communicated to you via SMS.
4. Notices
 - Any legal notices and summonses will be served on you at your physical address that has been given to us (domicilium citandi et executandi). You must notify us in writing of any change in physical address (domicilium citandi et executandi) that has been given to us, failing which any legal notice or summons served on the physical address (domicilium citandi et executandi) that has been given to us, will be deemed to have been duly served;
 - Any correspondence that we send to you will be sent to the postal, electronic address or cellular telephone number, as advised by you from time to time. It is your responsibility to notify us in writing of any change in postal or electronic address or cellular telephone number, failing which any correspondence sent to the postal or electronic address or cellular telephone number, as advised to us by you, will be deemed to have been duly sent;
 - Any correspondence sent to you shall be considered to have been received by you within 7 (seven) days of us having posted it. Any correspondence sent to you by fax or electronically will be considered to have been received on the day that it was sent.
5. Jurisdiction and Applicable law
 - Namibia law will govern these Terms and Conditions;
 - These Terms and Conditions, as amended by us from time to time, form the whole agreement between you and us.
6. Waiver, cession and assignment
 - Any failure by us to enforce our rights will not constitute a waiver of such rights;
 - You may not cede, assign or transfer in any way any of the rights and obligations pertaining to you, the customer, in terms of the Service, to any other person or entity without the express and prior consent of FNB.
7. General
 - These specific Terms and Conditions are to be read together with our General Terms and Conditions;
 - If there is a conflict between these specific Terms and Conditions and the General Terms and Conditions, these terms and conditions will prevail.