



## FNB eWallet Plus Terms and Conditions

### 1. The Agreement

- 1.1. This Agreement sets out the complete terms and conditions (hereinafter called “these terms and conditions”) which shall be applicable to the FNB eWallet Plus wallet opened by you with the Bank.
- 1.2. These terms and conditions and any amendments or variations thereto take effect on their date of publication.
- 1.3. These terms and conditions are solution specific and apply in addition to any other terms and conditions that are applicable to you.

### 2. Definitions

- 2.1. In these terms and conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:
  - 2.1.1. **“Bank”** means First National Bank Namibia Limited.
  - 2.1.2. **“Customer”** means the person in whose name the Wallet is held with the Bank;
  - 2.1.3. **“Customer Care”** means the Bank’s contact centre.
  - 2.1.4. **“Equipment”** includes your mobile phone handset, SIM card and/or other equipment which when used together enables you to access the network and to facilitate use and operation of the Wallet and all other Bank services linked to this product.
  - 2.1.5. **“Wallet”** means the virtual bank eWallet Plus wallet held by a Customer with the Bank and which is opened and operated in accordance with these terms and conditions.
  - 2.1.6. **“Request”** means a request or instruction received by the Bank from you or purportedly from you through the System and upon which the Bank is authorized to act.



- 2.1.7. **“Services”** shall include any form of financial services or products that the Bank may offer you pursuant to this agreement and as you may from time to time subscribe to and “service” shall be construed accordingly.
- 2.1.8. **“System”** means the electronic and communications infrastructure, including the Bank’s or telecommunication provider’s software, applications, platforms, and technology, used by the Bank to provide and operate the Services, process Requests, and facilitate Transactions.
- 2.1.9. **“Transaction fees”** includes any fees and charges payable for the use of the Services as published by the Bank as per the Pricing Guide published on the Bank’s website [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na) or by such other means as the Bank shall in its sole discretion determine. Transaction fees may be revised from time to time.
- 2.1.10. **“We,” “our,” and “us,”** means the Bank and includes the successors and assigns of the Bank;
- 2.1.11. **“You” or “your”** means the Customer and includes the personal representatives of the Customer;

### 3. Acceptance of the terms and Conditions

- 3.1. These terms and conditions will govern the use and operation of the Wallet.
- 3.2. You will be deemed to have read, understood and accepted these terms and conditions by using or continuing to use and operate the Wallet and/or the Services.
- 3.3. By applying to open the Wallet with the Bank, you agree to comply with and be legally bound by these terms and conditions for the time being and from time to time in force governing the operation of the Wallet and you affirm that these terms and conditions herein are without prejudice to any right that the Bank may have with respect to this agreement in law or otherwise
- 3.4. These terms and conditions may be amended or varied by the Bank from time to time and the continued use of your Wallet and/or the Services constitutes your agreement to be bound by the terms of any such amendment or variation.



#### **4. Wallet Opening**

- 4.1. In order to open a Wallet with the Bank, you must be at least eighteen (18) years old. You may open a Wallet via the FNB cellphone banking or eWallet dial strings or via the FNB App.
- 4.2. The Bank reserves the right to request for further information from you pertaining to your application for a Wallet 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 Wallet.
- 4.3. Acceptance by the Bank of your application for a Wallet shall be done via SMS sent to the mobile phone number associated with your Wallet application or via FNB App notification.
- 4.4. The Bank reserves the right to decline your application for a Wallet or to revoke the same at any stage at the Bank's sole discretion and without assigning any reason or giving any notice thereto.

#### **5. Your requests**

- 5.1. You hereby irrevocably authorize the Bank to act on all requests received by the Bank from you (or purportedly from you) through the System and to hold you liable in respect thereof. All requests made on your Wallet shall be deemed to be made by you.
- 5.2. The Bank 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 the Bank may act if the Bank has in good faith acted in the belief that such instructions have been sent by you.
- 5.3. The Bank may, in its 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. The Bank may, but is not obliged to, decline any Request in the circumstances contemplated above. The Bank will not be liable for failing to decline a Request, except where the loss arises from the Bank's gross negligence, wilful misconduct, fraud or any liability that cannot lawfully be excluded.



- 5.4. You agree to and shall release from and indemnify the Bank against all claims, losses, damages, costs, and expenses howsoever arising in consequence of, or in any way related to the Bank 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. Nothing in this clause limits FNB's obligation to investigate or correct an unauthorised, fraudulent, duplicate, erroneous or incorrectly processed Transaction where required by Applicable Law.
- 5.5. You may request a cancellation of your Request through Customer Care telephone number +264 61 299 2222. Standard network rates will apply. You will however only be allowed to cancel any request or transaction where your request is revocable and has not yet been acted on. If the Bank is able to cancel your Request, you may be charged for such cancellation. The Bank accepts no liability in the event that a request or transaction cannot be cancelled.
- 5.6. Once a Request has been processed, it may not be cancelled or reversed by you and the Bank shall have no obligation to cancel, reverse or amend a processed Request. You shall remain responsible for ensuring that all transaction details, including the recipient's details and the amount, are correct before authorising the transaction.
- 5.7. Any instructions we receive from you, including an instruction to pay a third party or transfer funds from Wallet will be subject to the availability of sufficient funds. Subject to clause 13.4, should there be insufficient funds in your Wallet, your Request will not be processed. In determining whether you have sufficient funds, the Bank will take account of any instructions to make payments and/or standing regular payments, which have not yet been paid from your Wallet. The Bank will not be obliged to take account of regular credits or any amounts received after it has decided not to make the payment.
- 5.8. The Bank is authorized to effect such orders in respect of your Wallet as may be required by any court order or competent authority or agency under the applicable laws.
- 6. Overdrawing your Wallet**
- 6.1. Subject to clause 6.2, your Wallet may not be overdrawn. This means you may not transfer more money than the available balance in your Wallet. In the event that your Wallet becomes overdrawn, debit interest may accrue to the Wallet on the debit balance as per the existing bank rate.



- 6.2. The Bank has the right to request repayment of any overdrawn funds from your Wallet, including interest and penalties, due to circumstances like system failures, reconciliations, and incorrect transactions.

## 7. Set-off

You agree that that Bank may set off any debit balances due by you to the Bank from your Wallet and/or any other wallets and/or accounts held by you.

## 8. Statements

- 8.1. You may request for a statement or activity report in respect of your Wallet from the Bank using your Equipment.
- 8.2. You will be notified of all transactions on your Wallet by way of SMS and the charges for this Service will be debited to your Wallet. For a detailed breakdown of the duly approved product charges and fees refer to our Pricing Guide on our website [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na).

## 9. Complaints

- 9.1. Complaints may be made through the Bank's Customer Care telephone number +264 61 299 2222. Standard network rates will apply.
- 9.2. The Bank will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with the Bank's complaints handling procedures. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, the complaint must be made within a reasonable time after non-receipt of such notification.
- 9.3. Applicable tariffs will be charged by your telephone and/or internet service provider(s) when communicating with the customer.

## 10. Dormant wallets

- 10.1. Your Wallet will be regarded as dormant if no transaction, whether initiated by you or a third party, is recorded on the Wallet for six (6) consecutive months. The Bank will notify you at least one (1) month before the Wallet becomes dormant. No fees or interest will be charged on a dormant Wallet.



10.2. Once your Wallet becomes dormant, any balance in the Wallet will be dealt with as follows:

10.2.1. if you are known to the Bank and hold a primary bank account with the Bank, the balance will be transferred to that account;

10.2.2. if your identity has been verified but you do not hold an active bank account with the Bank, the Bank will contact you and return the full balance to an account nominated by you, subject to verification;

10.2.3. if you are deceased, the balance will be paid to the Master of the High Court for deposit into the Guardian's Fund in your name or will form part of your estate in accordance with the Administration of Estates Act, 1965;

10.2.4. if you are unknown to the Bank but the sender is known, the balance will be returned to the sender if the sender proves, on a balance of probabilities and to the Bank's reasonable satisfaction, that the sender is the rightful owner of the funds; or

10.2.5. if none of clauses 10.2.1 to 10.2.4 applies, the balance will be transferred immediately to a separate bank account and retained for three (3) years, after which it will be transferred to the Bank of Namibia to be applied for public-policy objectives or public charitable purposes, as determined and communicated by the Bank of Namibia.

10.3. The Bank may close your Wallet once it has become dormant and the balance has been dealt with in accordance with clause 10.2. Closing the Wallet will not affect your right to any funds that remain payable to you under any applicable law.

## **11. Bank charges and expense interest**

11.1. The Bank may debit your Wallet with transactional fees, costs and other charges in respect of the Bank's products and 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.fnbnamibia.com.na](http://www.fnbnamibia.com.na).

11.2. Other charges and expenses: The Bank may also debit your Wallet with expenses incurred:



- 11.2.1. in complying with your Requests;
  - 11.2.2. in complying with any court order or requests from authorized and accredited Government or other agencies in relation to your wallet; and
  - 11.2.3. in collecting or attempting to collect any amount of money you owe the Bank.
- 11.3. The Bank will give you reasonable notice of its intention to effect new charges, fees and/or costs by way of email, SMS, letter and/or notices in the daily newspapers.

## **12. Taxes**

- 12.1. All amounts in your Wallet may be subject to withholding tax in accordance with applicable law.
- 12.2. You consent and agree that the Bank may withhold amounts in your Wallet or any other of your wallets and/or held in the Bank at any time, if any tax authority requires the Bank to do so, or the Bank is otherwise required by law or pursuant to agreements with any tax authority to do so, or if the Bank needs to comply with internal policies or with any applicable order or sanction of a tax authority.

## **13. FNB eWallet Plus Features**

- 13.1. As a holder of Wallet, you will be entitled, subject to these terms and conditions, to access certain transactional services as and when they are made available and which may include:
- 13.1.1. Receive money via Send Money;
  - 13.1.2. Receive Money via Electronic Payments;
  - 13.1.3. Third Party Payments (Incl. Once off Payments, Public Recipients);
  - 13.1.4. Transfers between accounts (incl. Savings Pocket, other products on profile);
  - 13.1.5. Prepaid electricity, pay TV and airtime purchases;



- 13.1.6. Send money to eWallet;
- 13.1.7. Send money to FNB and/or third party wallets and/or accounts
- 13.1.8. Receive money from FNB and/or third party wallets and/or accounts
- 13.1.9. Receive Bulk Payments;
- 13.1.10. Cardless Cash Withdrawal at ATM and Deposits at ATM and ADT;
- 13.1.11. Cash Withdrawal and Deposit at First National Financial Switch partners;
- 13.1.12. Cash Withdrawal and Deposit at CashPlus;
- 13.1.13. Chat Pay;
- 13.1.14. Pay2Cell; and
- 13.1.15. Scan to Pay.
- 13.2. The above-mentioned services may charge applicable fees as outlined in our pricing guide available on [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na).
- 13.3. In the event that your wallet holding balance as prescribed by the Bank of Namibia has been exceeded, transactions will be withheld until the balance has been regularised to the set holding balance.
- 14. **Disclosure**
  - 14.1. You hereby expressly consent and authorize the Bank to disclose, receive, record or utilize your personal information or data relating to your Wallet and any details of your use of the Services:



- 14.1.1. to and from the Bank, the Bank's service providers, dealers, agents or any other company that may be or become the Bank 's subsidiary or holding company for reasonable commercial purposes relating to the Services;
  - 14.1.2. to a credit reference bureau;
  - 14.1.3. 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.
- 14.2. You authorize the Bank to disclose any information relating to your Wallet 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.
- 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. The Bank shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, nor shall the Bank be responsible for any computer virus or related problems that may be associated with the use of the System, the Services and/or your Equipment. You shall be responsible for charges due to any service provider providing you with connection to the network and the Bank 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, any other terms and conditions of the Bank applicable to you and any document provided by the Bank 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 the Bank 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 the Bank through the Customer Care 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 the Bank 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 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. Limitation of Liability and Indemnity**

- 16.1. Subject to applicable law, the Bank will not be liable for any loss or damage arising from:
  - 16.1.1. the failure, malfunction, interruption or unavailability of your Equipment, the System, any telecommunications network, or any third-party system or facility required to provide the Services;
  - 16.1.2. any event beyond the Bank's reasonable control, including power or telecommunications failures, adverse weather conditions, natural disasters, civil disturbance, sabotage, terrorism or force majeure;
  - 16.1.3. insufficient funds in your Wallet;
  - 16.1.4. any legal process, lawful restriction or encumbrance affecting the funds in your Wallet;
  - 16.1.5. any incomplete, inaccurate, illegible or incorrect instruction or information provided by you;



- 16.1.6. your failure to comply with these terms and conditions or any applicable security requirement; or
- 16.1.7. your use, misuse or unauthorised use of any third-party software, device or network.
- 16.2. If the Services are interrupted or unavailable for a reason not contemplated in clause 16.1, the Bank will use reasonable endeavours to restore the Services as soon as reasonably practicable.
- 16.3. To the extent permitted by applicable law, the Bank will not be liable for any indirect or consequential loss, loss of profit or loss of anticipated savings arising from or in connection with the Wallet or the Services.
- 16.4. You indemnify the Bank against any direct loss, damage, cost, expense or third-party claim reasonably incurred by the Bank as a result of:
  - 16.4.1. your breach of these terms and conditions;
  - 16.4.2. your fraud, unlawful conduct or misuse of the Wallet or Services;
  - 16.4.3. the Bank acting on an instruction or Request authorised by you; or
  - 16.4.4. any materially incomplete, inaccurate or incorrect information or instruction provided by you.

## 17. Intellectual property rights

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades, or enhancements hereto from time to time) and all associated documentation that the Bank provides to you through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.



## **18. Variation and termination of relationship**

- 18.1. The Bank may at any time, upon giving reasonable notice to you, terminate or vary its business relationship with you and close your Wallet. Termination shall however not affect any accrued rights and liabilities of either party.
- 18.2. Without prejudice to the Bank rights under clause 18.1, the Bank may at its sole discretion suspend or close your Wallet if you use the Wallet for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud etc.
- 18.3. You may close your Wallet at any time.
- 18.4. If your Wallet has any credit balance at the time of its closure, we will return any such balance to you, less any applicable fees.
- 18.5. If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or withdrawal from your 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.

## **19. Notices**

- 19.1. The Bank may send information concerning the Wallet via SMS to the mobile phone number associated with your wallet or via FNB App notification.
- 19.2. You acknowledge that you have no claim against the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the Wallet.

## **20. Dispute resolution and jurisdiction**

- 20.1. You may contact the customer care center to report any disputes, claims or Wallet discrepancies.
- 20.2. Any dispute arising out of or in connection with these terms and conditions that is not resolved by customer care representatives shall be escalated in line with the Bank's complaint handling policy.



20.3. These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Namibia and the parties agree the jurisdiction of the Magistrates Court of Windhoek.

## 21. Service outages

21.1. Our products and Services rely on technological infrastructure (e.g. mobile network providers, internet service providers, ATMs, point of sale terminals, and computer systems).

21.2. You understand and accept that service outages occur.

21.3. During a service outage it may not be possible for you to use our products and Services, and there may be delays in your transactions being processed and being reflected in your Wallet statements.

## Website Access Terms and Conditions