FNB eWALLET
TERM AND CONDITIONS
1. GENERAL FNB eWALLET RULES

These Terms and Conditions form an agreement between you and us, First National Bank, a division of FirstRand Bank Limited, whenever you use eWallet. You must read these Terms and Conditions carefully because they explain your and FNB’s legal rights and duties to each other. If you use any of the services available on your eWallet, you accept that these rules apply to you.

*Please take note that you and the Recipient use this service at your own risk. We make no warranty of any kind about the service to you or any other person.

2. FNB eWALLET SERVICES

The FNB eWallet services include, but are not limited to:

2.1 Send Money Service*

2.2 Withdraw funds from your eWallet

2.3 Buy prepaid services using your eWallet

*Some of the services are only available to FNB customers and Registered eWallet Holders (marked with an asterix)

2.1 FNB SEND MONEY SERVICE

We will send an SMS to the Recipient notifying the Recipient of the fact that the funds are available in the eWallet. You must also let the Recipient know to expect the funds before you send him/her funds using the service.

When accessing an eWallet for the first time, the Recipient must follow the instructions to activate the eWallet within 12 (twelve) business days from the time we send the SMS to the Recipient.

If the Recipient does not activate the eWallet within 12 (twelve) business days of you sending the money to the eWallet, we will cancel the eWallet Send Money instruction, and return the funds to the Senders FNB account

When you send funds to a Recipient using the eWallet Send Money service, you instruct us, and agree, to allow the Recipient to do any of the following:

- Withdraw some or all of the funds in the eWallet using FNB ATMs and selected retailers.
- Use the funds in the eWallet to buy airtime, products, or services from participating suppliers.
- Request an eWallet balance or get a mini statement for the eWallet.

2.2 WITHDRAW FUNDS FROM AN eWALLET

eWallet Recipients can get cash from:

- FNB ATM
- FNB Slimline Devices.

Or from the following Retailers (Including Purchases):

- Selected SPAR Stores (To see at which SPAR retailers funds can be withdrawn with a cellphone please visit www.fnb.co.za -> For Me -> eWallet -> Ways to use -> Draw cash at selected retailers) .
2.3 BUY PREPAID SERVICES USING EWALLET

A eWallet Recipient can buy various prepaid services. Visit [www.fnb.co.za -> For Me -> eWallet -> Ways to use -> Spend](#) to find out more about the prepaid services that are available.

3. REGISTERED eWALLET HOLDERS

You are a Registered eWallet Holder if you have opened an eWallet with us and provided us with your identity number, name and surname and where we have verified this information against your South African Identity document. You are also a Registered eWallet Holder if you are an existing FNB Customer who linked your eWallet on the FNB Banking App or if you deposited cash into your eWallet at an FNB ATM Advance (automated deposit ATM.)

4. IN-CONTACT MESSAGING

Please taken note that registering for Incontact messaging is not available when using eWallet.

5. THESE RULES WILL CHANGE FROM TIME TO TIME

We may change these rules from time to time. We will tell you about changes that are important to the eWallet services by putting a notice about this on the service channels you use or if these are material changes, by sending you a notice by SMS. If you don’t agree to the changes you should not use the eWallet services anymore. If you use the eWallet services after we have given you this notice, we can assume that you have read, understood and agreed to these new rules.

6. HOW FNB WILL COMMUNICATE WITH YOU AND THE eWALLET CALL CENTRE

Any information or communication about the eWallet services may be sent to you using the eWallet or the FNB service channels or SMS.

The eWallet call centre will be available from 8am to 7pm on a Monday to Saturday and from 8am to 1pm on a Sunday. The eWallet call centre will not be available on public holidays. To block a eWallet or cancel a card on a public holiday you may phone 087 575 9405.

7. LIMITS APPLY

Transaction and channel limits apply to the eWallet services. There are daily and monthly limits. These daily and monthly limits apply to all the eWallet services. If the limits are reached you will not be able to continue to use the eWallet services until some or all of the funds held in the eWallet are used up.

For your protection, if the sender’s SIM card is swapped, the daily limit will be reduced for 72 (seventy two) hours from the time the sender inputs the necessary information, including the card and PIN details.

To understand the limits that apply, please visit [www.fnb.co.za](#), and search for ‘eWallet’ or contact the eWallet call centre on 087 575 9405 for more information.

8. FEES AND CHARGES

Some eWallet services incur charges; we will deduct these fees from the funds in your eWallet. eWallet services incur charges which can be viewed at, visit [www.fnb.co.za](#), search for ‘eWallet’ or call 087 575 9405. These fees may change from time to time.

- When you use the eWallet Send Money service, the Send Money service fee will be deducted from the account used to send the funds from, this can be your FNB transactional account or your registered eWallet.
• If there are no transactions on the eWallet for 6 (six) continuous months, from the 7th month we will charge a monthly dormancy fee on the eWallet. We will continue to charge this fee until a transaction occurs or the balance on the eWallet is reduced to zero (R0-00). The eWallet will be closed once the balance is reduced to zero.

• We do not pay interest on positive balances held in the eWallet.

We may change our fees from time to time. Revised fees apply from 1 July each year and are available on fnb.co.za -> For Me -> eWallet or at FNB branches via the Send Money pricing guide. If there are changes after the pricing guide is released, we will advise you of this by giving you notice of the changes within a reasonable time before the change takes effect via SMS.

We do not pay interest on positive balances held in the eWallet.

When using any other services available on eWallet the following additional fees may apply to you:

• Standard mobile network operator fees;
• FNB SIM card fees;
• FNB or other MNO SIM card fees.

9. REVERSALS

Sender Initiated Reversals

• All reversals will be subject to a fee.
• A reversal of funds will only be possible, if the funds sent using the eWallet service have not already been accessed by the Recipient.
• If the Recipient has accessed some of the funds sent, the reversal will only apply in respect of the remaining funds.
• All queries regarding reversals may be directed at the eWallet call centre 087 575 9405.

10. HOW WE TREAT YOUR PERSONAL INFORMATION

We will treat any personal information about you, including any biometric information, which we collect from you directly or from third parties, as confidential and we will take all reasonable steps to protect your personal information.

We will only process your personal information where:

• you have given us your consent;
• the law requires us to do so;
• to detect, prevent and report theft, fraud, money laundering and other crimes.
• it is in the public interest to do so;
• our interests require disclosure, for example default or breach of this agreement
• to manage our relationship with you
• our internal marketing and product development require the information
• to process payment instructions

We may disclose some of your personal information to specific third parties, who are also under obligation to keep your information secure and confidential. If we do this we will never disclose more information than we need to.

You can refer to our Privacy Policy [Privacy Policy on www.fnb.co.za] for more information on our privacy practices. You have the right to access the information we have about you by contacting us at FNBComplianceSupport@fnb.co.za or 087 575 9405. You have the right to correct or delete information about you in
specific circumstances, you may withdraw your consent and you have the right to object and file a complaint about us, please contact us on care@fnb.co.za to do so.

11. GUIDANCE ON HOW TO SAFEGUARD YOUR EWALLET

- You must make sure that you have the correct cellphone number for the Recipient before you use the Send Money Service. We are not responsible if the Recipient’s cellphone number changes or if funds are sent to a wrong cellphone number. If the Recipient’s cellphone number changes, we will not transfer the eWallet to the new cellphone number;

- It is important to note that any person who has access to the Recipients cellphone or SIM card will have access to the eWallet For that reason the Recipient must always protect the eWallet with an eWallet PIN to keep the eWallet safe and the Recipient must not give the cellphone, eWallet messages or SIM card to anyone. To protect the Recipients cellphone and eWallet we recommend that Recipient apply all access security features on his/her cellphone (Including but not limited to passwords, pass codes and fingerprint identification )

- If your or the Recipients cellphone is lost or stolen, you or the Recipient must immediately notify us immediately.

- You must provide FNB with the correct information in the required manner when creating an eWallet or using any of the services available on eWallet. if you don't do so we will not be legally responsible to the you for any loss or damage;

- If the Recipient’s SIM card is illegally swapped and fraudulently used, we will not be liable for any loss or damage the Recipient suffers;

- We are not liable for any unauthorized transactions that occur by any person other than the Recipient, unless the Recipient can prove that the he/she did not lose or disclose the eWallet secret information and such unauthorized person obtained the eWallet pin as a direct result of FNB’s negligence or fraud;

- Take note FNB endeavours to stop or prevent any criminal activities including money laundering and terrorist financing facilitated using its banking platforms and banking channels and FNB may implement measures it considers necessary ,or as required by South-African and international law to counter these criminal activities;

- Should your use of the eWallet be in breach of the product rules we reserve the right to close the eWallet;

- Information sent over public networks may be subject to unlawful monitoring and interception. We recommend that the eWallet service and other banking services only be used over private networks, using personal data and airtime;

12. ENDING THIS AGREEMENT

We have the right to end this agreement and close any eWallet at any time after we give you reasonable notice of this. You can end this agreement by giving us notice in writing.

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

- If you breach these rules.
- If you or the Recipient uses the service for illegal, unlawful or fraudulent purposes.
- If it is necessary to protect FNB, its customers or its systems or any Recipient.
- There is fraud or suspected fraud by you or the Recipient or any other person in relation to the eWallet.
- FNB is required to do so by law.
13. COMPLAINTS
Please refer your complaints to FNB Disputes Division. When making a complaint you must follow our published
complaint resolution procedure. A copy is available on www.fnb.co.za or from any FNB branch.

If your complaint falls within the jurisdiction of the Banking Ombudsman, you have the right to refer any dispute that
we cannot resolve within a reasonable period of time, to the office of the Banking Ombudsman.

14. FNB LIABILITY DISCLAIMER
• You use this eWallet service at your own risk. We make no warranty of any kind about the service to you or
any other person;
• We are not responsible for any loss you or Recipient may suffer as a result of a failure, temporary breakdown
or malfunction of any ATM or other device, resulting from circumstances beyond our reasonable control;
• During periods of load shedding or power failures we cannot guarantee the provision of the eWallet service,
in this instance we do not accept any liability whatsoever;
• 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, we are not liable for any loss
you or the Recipient may suffer as a result of such interruptions;
• We will not be liable to you or the Recipient for any loss or damage arising from the use of the eWallet
service, unless such loss or damage arose due FNB’s gross negligence or intentional misconduct;
• We will not be responsible to the you or the Recipient if you or the Recipient loses or accidentally discloses
any eWallet information to third parties, including the one-time pin sent to you or the Recipient;
• We are not responsible for any loss or damage you suffered as a result of funds sent to a wrong cellphone
number or if a payment instruction is duplicated. It also includes situations where the Recipient may not be
legally entitled to the funds for any reason.
• We will not be responsible to the Sender or the Recipient or any other third party if the funds in a eWallet or
are accessed by a third party because the cellphone number was churned and re-allocated by the cell phone
network provider in line with the provisions of RICA.
• We do not accept any liability with regards to any third party transactions and we do require immediate
notification in cases of fraud to enable us to either reverse the funds or process refunds.
• We cannot guarantee that the Recipient will receive the notification message since this depends on the
service of the mobile network operators. We are 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.

15. NO AGREEMENT BETWEEN FNB AND A RECIPIENT
When you use the eWallet Send Money service, you understand that there is no agreement between us and any
Recipient that you nominate to access the funds in the eWallet. We act on your instruction to link the eWallet to the
cellphone number you provide.