

# FNB Lesotho

## Cellphone Banking for Individuals

### 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 Lesotho Limited (FNBL). These terms and conditions constitute an agreement between you (“the Customer”) and FNBL, when you register and make use of the Cellphone Banking Service.

#### **Section A: Definitions** (What we mean)

1. “You/the Customer”: means the person who has registered for FNBLs Cellphone Banking service.
2. “We/Us/Our/FNBL”: means First National Bank of Lesotho Limited (“FNBL”), a subsidiary of FirstRand EMA Holdings Limited and a member of the FirstRand group of companies – an authorised Financial Services Provider.
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 that 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 is called the Transactional account herein.
6. “Prepaid products”: means any prepaid airtime or third party prepaid credit purchases.
7. “Registered cellphone number”: means the Customer’s cellphone number that is selected during the Service registration process.
8. “Other cellphone number”: means any cellphone number that you purchase prepaid products for 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 FNBL’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 email or SMS whenever a transaction that is within the customer’s alert limits is processed to or from the Customer’s Account/s.
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.

#### **Section B: Registration** (How to get FNBL Cellphone Banking)

##### 1. Registering for FNBL Cellphone Banking:

- 1.1. In order to register for the Service, you must:

1.1.1. Have an active and valid 8 digit cellphone number, which is connected to a registered national cellphone network that is operating within the national borders of Lesotho i.e. Vodacom Lesotho and Econet.

1.1.2. Have an active qualifying Transactional Account

1.1.3. Immediately select a five (5) digit MOPIN when registering for the Service

1.1.4. Be registered for *inContact*

1.1.5. Accept the Terms and Conditions (Rules) governing the use of the Service

1.2. In order to be able to make payments to third parties, you need to have the third party set up as a beneficiary on your account via one of secure channels listed below:

1.2.1. Any FNB Lesotho branch

1.2.2. Online Banking

1.3. You must register for the Service via the following secure channels:

1.3.1. Any FNB Lesotho branch

1.3.2. Online Banking.

## **Section C: How to use FNBL Cellphone Banking**

1. Using the Cellphone Banking service:

1.1. In order to use the Service, you must be registered for the Service

1.2. You must be registered for *inContact*. If you de-register from *inContact* subsequent to registering for the Service, you will not be eligible for the full Money Back Guarantee.

1.2.1. *InContact* is a messaging value-add service that is additional to any statement you may receive. While we will endeavour to FNBL Cellphone Banking for Individuals Terms and Conditions ensure the integrity and content of any email or SMS sent to you, your statement will remain the record of your Account transactions.

1.2.2. The Money Back Guarantee assures that your money will be refunded if any unauthorised or fraudulent transactions are processed to the Account/s on your profile 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.

1.2.3. 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 your Account and open a case at your nearest Lesotho 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 frauds 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.

1.2.4. You are responsible for ensuring that we have your correct Cellphone number and email address. We will not be held responsible if the SMS or email is sent to the wrong number or address if you have not updated your records with us.

1.2.5. We cannot guarantee the accuracy or arrival of an SMS and/or email. We are dependent on external service providers to deliver information on account transactions.

1.2.6. 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 email or SMS. We make no representation or warranty, whether express or implied, as to the operation and functionality of the Service.

1.3. You must have enough airtime available on your registered cellphone number to access the Service.

1.4. 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.

1.5. 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 the transaction.

1.6. Your remaining daily limit must be enough to complete the requested transactions.

1.7. Cellphone Banking default daily limits are as follows:

1.7.1. M1 500 daily limit for prepaid purchases for you or someone else

1.7.2. M25 000 daily limit for account payments

1.7.3. M100 000 daily limit for transfers between own accounts

1.8. The above limits can be decreased but not increased to anything above the default amounts stated.

1.9. You can visit any FNBL branch for immediate assistance with regard to the operation of the Service or call the FNBL Cellphone Banking Helpline on [00266 2224 1000](tel:0026622241000)

1.10. 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 your Account/s via the stolen cellphone.

1.11. We may at our discretion amend, add or remove any of the services included in the Service.

#### **Section D: Security** (The security of FNBL's Cellphone Banking service)

1. Security features for FNBL's Cellphone Banking service:

1.1. 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

1.2. The MOPIN must be selected immediately when you register for the Service

1.3. 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.

1.4. 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.

1.5. You are responsible for the security of the MOPIN and may not disclose the MOPIN to anyone

1.6. If anyone obtains your MOPIN and cellphone with the Registered cellphone number, it will be assumed that this 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.

1.7. Only transactions requested from the Registered cellphone number will be considered as legitimate and will be acted on. The MOPIN should never be in an SMS to anyone, including us. When authorising a transaction, follow the instructions as were sent via SMS to you to complete the transaction successfully.

#### **Section E: Fees/Costs** (Does “FNBL” Cellphone Banking cost you money?)

1. FNBL Cellphone Banking has no subscription fees, however network operator fees apply:

1.1. By using the Service you authorise FNBL to debit the Transactional account with any transaction fees that may be introduced and communicated to you in our pricing brochure available at any FNBL branch or on our website

<http://www.fnblesotho.co.ls>. The account service fees are reviewed on an annual basis and communicated to you as at the time of the annual price review.

1.2. FNBL may at any time amend or introduce new fees for the Service and will advise you within a reasonable time of such changes.

1.3. A fee from the relevant Cellphone Network Service Provider will be incurred when using the Service and will need to be settled between you and the Cellphone Network Service Provider.

1.4. 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. 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. USSD and any data service used (e.g. GPRS, 3G, Edge) 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.

## **Section F: Liability and Exclusions of Liability**

1. FNBL Cellphone Banking has the following stipulations and indemnities:

1.1. You will be liable for:

1.1.1. Any unauthorised transaction that has been debited to the Account/s through any person other than you using the MOPIN, unless it can be proved that such person obtained the MOPIN as a result of our negligence or fraud.

1.1.2. 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 FNBL. In this regard we reserve our right to set off any unpaid transactions or fees from any account held by you with us.

1.2. 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.

1.3. You indemnify us against any claims by third parties or loss suffered by you arising from the use of the Service.

1.4. Prepaid products 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.

1.5. 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 duplicate or incorrect payments 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 any institution where the account is held.

2. Payment notification and scheduled payment service

2.1 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 that 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 FNBL website: [www.fnblesotho.co.ls](http://www.fnblesotho.co.ls) , calling the Cellphone Banking contact centre on [00266 2224 1000](tel:0026622241000) or visiting your nearest FNBL branch.

## **Section G: Termination of the Agreement, Suspension or Withdrawal of the Service**

1. “FNBL” Cellphone Banking may do the following:

1.1. We may at any time terminate this agreement and your right to use the Service if:

1.1.1. You disclose or compromise the MOPIN

1.1.2. You do not adhere to these Terms and Conditions

1.1.3. You use the Service illegally

1.1.4. The cellphone Network Service provider terminates the Registered cellphone number from its network

1.1.5. Your Transactional account is closed

1.1.6. You do not perform a fee earning transaction within a specified period

1.2. In the event of such termination, we will provide you with 30 (thirty) days notice. In the case of fraud, suspected fraud, if we are compelled by law, if you have not used the Service within a specified period or if 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.

1.3. You may at any time terminate the Service by giving us such notice in writing, by contacting the “FNBL” Cellphone Banking Helpline, or by de-registering at any FNBL branch or directly from your cellphone.

1.4. 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.

1.5. We have the right to immediately withdraw or suspend the Service if we reasonably suspect that the Service is:

1.5.1. Being used outside of these Terms and Conditions

1.5.2. Being used fraudulently or illegally

1.5.3. Compromised, in order to protect you or for the protection of us or our systems

## **Section H: General**

1. Information:

1.1. You must ensure that all account/personal related information disclosed with the Service is kept confidential.

1.2. Any information relating to the Service may be communicated via SMS and you give consent to receive product related information via the Registered cellphone number.

## 2. Statements:

2.1. All transactions, fees and charges will be shown on your statement; mini statement, or on a transaction record available from one of our branches.

## 3. Amendments:

3.1. FNBL may from time to time amend these Terms and Conditions or the Service; except where legislation requires an immediate change;

3.2. 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.

3.3. You will have 7 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.

3.4. 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.

3.5. Any amendments, additions or removals to the Service may be communicated to you via SMS.

## 4. Waiver, cession and assignment

4.1. Any failure by us to enforce our rights will not constitute a waiver of such rights.

4.2. 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 FNBL.

## 5. General

5.1. These specific Terms and Conditions are to be read together with our General Terms and Conditions.

5.2. If there is a conflict between these specific Terms and Conditions and the General Terms and Conditions, these terms and conditions will prevail.

## 6. Code of Banking Practice

6.1. We subscribe to the [Code of Banking Practice](#), which will apply to our relationship with you if you fall within the ambit of the Code. You may obtain a copy of this document from your nearest Lesotho branch or logon to [www.fnblesotho.co.ls](http://www.fnblesotho.co.ls).

6.2. If you wish to lodge a complaint, please contact our Contact Centre on [00266 2224 1000](tel:0026622241000). We will investigate the complaint and revert to you within a reasonable period of time. If we cannot resolve your complaint within a reasonable time you are free to lodge a formal complaint at the Central Bank of Lesotho provided that your complaint falls within the jurisdiction of the Central Bank of Lesotho.