

# TERMS & CONDITIONS

## 1. YOUR AGREEMENT

- These terms and conditions are for our eWallet Pro Accounts.
- These terms and conditions may change from time to time. You will be notified about any material changes by sending you an SMS notification.
- In this document:

‘**Account**’ means your eWallet Pro Accounts;

‘**Republic**’ means the Republic of South Africa;

‘**HFS**’ means Hillcross Financial Services;

‘**FNB**’ means First National Bank

## 2. ABOUT YOUR EWALLET PRO ACCOUNT

- To be eligible to apply for an Account, you must:
  - a) be 18 or over;
  - b) be residing in the Republic;
  - c) Be employed or self-employed in the Republic;
  - d) Have a means of identification;
  - e) Have a proof of address;
- You may also be asked to declare further to our staff that you are eligible for the Account.
- You do not need to buy any other services we offer in order to access the Account. Additional fees and charges may apply to these accounts. For further information please contact our customer helpline.
- The Account may only be used for intended purposes only.
- You may only hold one Account at any time. Multiple eWallet Pro Account may be opened at the discretion of HFS.
- You are expected to deposit within 2 weeks of opening the account else the account will be suspended and will only be reactivated on the payment of R100.
- You can open the Account solely in sole name.
- You will be provided with an FNB eWallet Pro VISA card once the account is opened.
- The maximum amount you can transact per account is R25, 000.00 monthly.

## 3. RISK & LIABILITY

- You use this eWallet Pro Account Service at your own risk. The eWallet Pro Account runs completely on FNB platform yet FNB or even HFS makes no warranty of any kind about the service to you or any other person.
- eWallet Pro Account is one of the banking products of FNB but the maintenance and

management of the accounts which were opened by HFS is the responsibility of HFS.

- HFS customer can only relate any issue concerning the eWallet Pro Account opened by HFS to HFS and not to FNB.
- FNB is not responsible for any loss any client of HFS may suffer as a result of a failure, temporary breakdown or malfunction of any ATM or another device where such loss occur the client must report directly to HFS.
- During periods of load shedding or power failures FNB or HFS cannot guarantee the provision of the eWallet Pro Account service, in this instance FNB or HFS does not accept any liability whatsoever.
- The eWallet Pro Account 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, HFS or FNB is not liable for any loss you or the Recipient may suffer because of such interruptions.
- HFS or FNB will not be responsible to you if loses or accidentally discloses any eWallet Pro Account security information to third parties, including the one-time pin sent to you or the Recipient.
- HFS or FNB will not be responsible to you the Sender or the Recipient or any other third party if the funds in a e-wallet Pro account are accessed by a third party because the cell phone was churned and re-allocated by the cell phone provider in line with the provision of RICA.
- HFS or FNB is not responsible to you for any loss or damage you suffer, whether directly or indirectly, because of a third party or its products or services or your use of the products or services. You alone take the risk of using or purchasing third party products or services. You hereby agree to indemnify us and hold HFS harmless for any loss or damage you may suffer, or cause, in this regard. HFS or FNB does not accept any liability with regards to any third-party transactions.
- In the event of a deposit made with the wrong reference, the client is solely responsible for the mistake and HFS will not be held liable and reversal is only possible within a reasonable time that fund has not been withdrawn.
- Where reversal of deposit with wrong reference is possible it will attract a charge of R52.50.
- Lost or stolen card replacement fee is R80.

## **4. SERVICE OFFERING**

### **1. Send Money**

This eWallet Pro Account service is an instant, easy and affordable money transfer service that allows you to send money from your FNB eWallet Pro transactional account to a Recipient with a valid South African cell phone number.

### **2. Withdrawals**

- eWallet Pro Recipients can withdraw funds held in a Wallet Pro account from any FNB ATM, Slimline Devices, Stores and any cash-out points.
- FNB does not guarantee the availability of funds and specific denominations of bank notes and will not be liable for costs associated with part withdrawals.

### **3. Prepaid Services**

A Recipient can purchase pre-paid electricity, cell phone airtime, SMS and data bundles.

#### **4. Point Of Sale (POS)**

A Recipient can use a Point of Sale (POS) device at any stores to make cash withdrawals and payments for goods purchased

#### **5. LIMITS**

Daily and monthly transaction and channel limits apply to all eWallet Pro Account services. When limits are reached, the use of funds or the service will not be possible. If the sender's SIM card is swapped, the daily limit will be reduced until the Sender can be authenticated.

#### **6. FEES & CHARGES**

- Account opening fee is R250 and the minimum payable at the point of opening will be R100 while the balance of R150 can be paid over 3 months in equal installment of the outstanding amount.
- A monthly fee of R35 will be charged for maintenance.
- HFS may change fees from time to time
- If there are no financial transactions on the Wallet for 2 (two) continuous months, the Wallet will become inactive and incur monthly service fees. HFS will continue to charge this fee until a new financial transaction occurs on the eWallet Pro Account or the balance on the eWallet Pro Account is reduced to zero, thereafter, the eWallet Pro Account will be closed. HFS will notify the Recipient by SMS on 2nd month about the imminent inactivity status and associated charges.
- Deposit charges are as follows;
  - **Between R0 – R500 (R20)**
  - **Between R501 – R999 (R25)**
  - **Between R1001 – R2000 (R30)**
  - **Between R2001 – R5000 (R50)**
  - **Between R5001 – R10000 (100)**
  - **Between R10001 – R20000 (R150)**
  - **Between R20001 – R25000 (R200)**

#### **7. PERSONAL INFORMATION**

- HFS will treat all personal information related to you as confidential. HFS will take all reasonable steps to protect personal information provided. HFS will only process and distribute 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

## **8. CLOSING OR SUSPENDING YOUR ACCOUNT**

- If you don't think the Account is suitable for your needs or you are no longer eligible to hold the Account you can contact any of our agents or our customer service helpline to discuss the account closing issue.
- We may close or suspend your Account where one or more of the following conditions is met:
  - a) there has been no transaction on your Account for about 6 months in a row;
  - b) you gave us incorrect information when applying for the Account, and if you gave us the right information, we would not have opened the Account for you;
  - c) you are no longer legally living in the Republic;
  - d) you have deliberately used your Account for illegal purposes;
  - e) it is necessary in order to comply with our obligations under the Criminal Justice (Money Laundering and Terrorist Financing) Act or to avoid or prevent fraud or suspected fraud; and/or
  - f) If we must do so in order to comply with any law, regulation, court order, code or other duty that applies to us.
- We will provide you with 1 months' prior notice in writing (unless it would be contrary to national security or public policy) if we close or suspend your Account for the following reasons:
  - a) there has been no transaction on your Account for more than 6 months in a row;
  - b) you are no longer legally living in the Republic

In all other cases we may close or suspend your Account immediately.