



FNB
First National Bank

How can we help you?

FNB Tanzania

Cellphone Banking for Individuals Terms and Conditions

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

Section A: Definitions (What we mean)

1. **“You/the Customer”**: means the person who has registered for FNB Tanzania’s Cellphone Banking for Individuals service.
2. **“We/Us/Our/FNB Tanzania”**: means First National Bank Tanzania Limited (“FNB Tanzania”), a subsidiary of FirstRand Bank Limited – a licensed bank and Financial Services Provider.
3. **“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/s that is registered for use with our Service.
5. **“Qualifying”**: means any one of your accounts held with us that we deem acceptable use with our Service and register as a Transactional Account.
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 and which will be used to gain access to the Service.
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. The MOPIN serves as a single-access PIN for all Cellphone Banking services.
10. **“Service”**: means FNB Tanzania’s Cellphone Banking for Individuals service which allows you to perform various transactions and obtain information about your Transactional Account/s held by you with us via your Registered Cellphone Number.
11. **“inContact”**: means our 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 Transactional Account/s.
12. **“Alert Limits”**: refers to the limit that is setup for *inContact* notification services. *inContact* notifications will only be sent for transactions performed above the Alert Limit.
13. **“SMS”**: means a short message service consisting of text messages.
14. **“USSD”**: means unstructured supplementary services data, which allows you to browse text menus, in this case, relating to Cellphone Banking.
15. **“Money Back Guarantee”**: means the anti-fraud service detailed in clause 1.2.2 of Section C below.

Section B: Registration (How to get FNB Tanzania Cellphone Banking for Individuals)

1. Registering for FNB Tanzania Cellphone Banking for Individuals:

- 1.1. In order to register for the Service, you must:
 - 1.1.1. Have an active and valid 10 digit cellphone number, which is connected to a registered national cellphone network that is operating within the national borders of Tanzania e.g. Vodacom Tanzania.
 - 1.1.2. Have an active Qualifying bank account with Us;
 - 1.1.3. Immediately select a five (5) digit MOPIN when registering for the Service;
 - 1.1.4. Be registered for *inContact*; and
 - 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 Transactional Account/s via one of the secure channels listed below:
 - 1.2.1. Any FNB Branch; or
 - 1.2.2. Internet Banking.
- 1.3. You may register for the Service via the following secure channels:
 - 1.3.1. Any FNB Branch; or
 - 1.3.2. Internet Banking; or

Section C: How to use FNB Tanzania Cellphone Banking for Individuals

1. Using the Cellphone Banking for Individuals 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 ensure the integrity and content of any email or SMS sent to you, your statement will remain the conclusive record of your Transactional Account/s transactions.
 - 1.2.2. Subject to the terms and conditions set out below and in Sections D and F, the Money Back Guarantee assures that your money will be refunded if any unauthorised or fraudulent transactions are processed to and from the Transactional Account/s on your profile provided that you have taken adequate care to safeguard your access details.
 - 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 Transactional Account/s and open a case at the nearest Tanzanian Police Station. You will also be required to co-operate with us and the police in any investigation conducted into losses you may have suffered. 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 section of these Terms, will reimburse you, after the investigation, for any losses suffered due to fraud committed via the Service.
 - 1.2.4. You are responsible for ensuring that we have your correct cellphone number and email address. If your cellphone number or email address changes you must notify us immediately. 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 Your Transactional Account/s 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 on Your Transactional Account/s using your Registered Cellphone Number, as they will need your MOPIN to complete and authorise transactions.
- 1.5. You must have enough money in Your Transactional Account/s 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 for Individuals default daily limits are as follow:
 - 1.7.1. TZS 200 000 daily limit for prepaid purchases for You or someone else
 - 1.7.2. TZS 3 600 000 daily limit for account payments
 - 1.7.3. TZS 18 000 000 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 FNB Tanzania branch for immediate assistance with regard to the operation of the Service or call the FNB Tanzania Contact Centre on +255 768 989 045
- 1.10. You must advise us immediately if your cellphone is lost or stolen, as we need to block your Registered Cellphone Number. The Registered Cellphone Number is an access mechanism to your Transactional Account/s – the same as an ATM card – and by suspending the Service we ensure that no one gains access to your Transactional Account/s via the stolen cellphone, provided that you have adhered to the Security features in these Rules.
- 1.11. We may at our discretion amend, add or remove any of the services included in the Service.
- 1.12. No transaction made using the Service is reversible.

Section D: Security (The security of FNB Tanzania's Cellphone Banking for Individuals service)

1. Security features for FNB Tanzania's Cellphone Banking for Individuals 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. We will assume that all transactions made using your MOPIN and cellphone with the Registered Cellphone Number are made by you. You will be liable for all transactions processed on your Transactional Account/s 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 sent via SMS to anyone, including us. When authorising a transaction, follow the instructions as sent via SMS to you to complete the transaction successfully.

Section E: Fees/Costs (Does "FNB Tanzania" Cellphone Banking for Individuals cost you money?)

1. FNB Tanzania Cellphone Banking for Individuals has no subscription fees, however network operator fees apply:

- 1.1. By using the Service You authorise FNB Tanzania to debit the Transactional Account/s with any transaction fees that may be introduced and communicated to you in our pricing brochure available at any FNB Tanzania branch or on our website: <http://www.fnbtanzania.co.tz>. 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. FNB Tanzania may at any time amend or introduce new fees for the Service and will advise you within a reasonable time prior to such changes being made.
- 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.
- 1.5. SMS, 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. FNB Tanzania Cellphone Banking for individuals 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 Transactional 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 FNB Tanzania. 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 agree that 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 your 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 service 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.

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

1. "FNB Tanzania" Cellphone Banking for Individuals 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/s 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 "FNB Tanzania" Contact centre, or by de-registering at any FNB Tanzania branch or Internet Banking.
- 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.
 - 2.2. All transactions to and from the Customer's account are processed centrally by FNB. Accordingly the time shown on a statement, ATM slip, SMS alert or other notification issued by FNB Tanzania for the processing of a transaction on your account may vary from local.
3. Amendments:
 - 3.1. FNB Tanzania may from time to time amend these Terms and Conditions or the Service.

- 3.2. Except where legislation requires us to make an immediate change, you will be notified of material changes only, within a reasonable period of time prior to the changes coming into effect. 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 changes to terminate the Service if you do not wish to accept such change. 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 agreed 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 in terms of the Service to any other person or entity without the express and prior consent of FNB Tanzania.
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.
 - 5.3. For customers registering for Cellphone Banking at the Branch, by confirming your 5 digit MOPIN, you are accepting these Terms and Conditions.
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 branch or logon to www.fnbtanzania.co.tz.
 - 6.2. If you wish to lodge a complaint, please contact our FNB Tanzania Contact Centre on +255 768 989 045. We will investigate the complaint and revert to you within a reasonable period of time.
 - 6.3. If we cannot resolve your complaint within a reasonable time you are free to lodge a formal complaint at the Bank of Tanzania, provided that your complaint falls within the jurisdiction of the Bank of Tanzania.