

FNB PayPal Withdraw Service Terms and Conditions

Last Updated [16 March 2016]

1. The FNB PayPal Withdraw Service

- 1.1. The FNB PayPal Withdraw Service is exclusive to FNB Botswana account holders who are also PayPal account holders (**"you or your"**).
- 1.2. Using the FNB PayPal Withdraw Service, you are able to withdraw funds from your Botswana PayPal account into your qualifying ("FNB Botswana") bank account.
- 1.3. This service is referred to as the **"Withdraw Service"** and the specific transaction performed when using the Withdraw Service is referred to as a **"Withdraw Transaction"**.
- 1.4. The Withdraw Service is owned, operated and offered by FNB, in collaboration with FNB Botswana and PayPal.
- 1.5. FNB is First National Bank, a division of FirstRand Bank Limited, a South African registered Bank and an Authorised Financial Services and Credit Provider (NCRCP20). FNB Botswana is First National Bank of Botswana Limited. PayPal is PayPal Pte. Ltd., a Singapore registered company. These entities are collectively referred to as **"we", "us"** or **"our"**.

2. Acceptance

- 2.1. The Withdraw Service is made available to you subject to your acceptance of these Withdraw Service terms and conditions, which must be read in conjunction with, our disclaimers and all other FNB Botswana terms and conditions which are incorporated herein by reference. These Withdraw Service Terms and Conditions and all the additional disclaimers and terms and conditions are jointly referred to as the **"Agreement"**.
- 2.2. If a conflict exists between these Withdraw Service Terms and Conditions and the other disclaimers and terms and conditions specified in 2.1 above, then the provisions of these Withdraw Service Terms and Conditions will prevail to the extent of the inconsistency.
- 2.3. You can access these Withdraw Service Terms and Conditions at www.fnbwithdraw.com or by contacting the Withdraw Service Contact Centre (**"Service Centre"**) on +267 390 2089. Our other terms and conditions are located at <https://www.fnbbotswana.co.bw>.
- 2.4. By using the Withdraw Service you accept and agree to all the terms and conditions contained in the Agreement.
- 2.5. Please do not use this Withdraw Service if you do not agree with any of the terms and conditions contained in the Agreement.

3. PayPal User Agreements

- 3.1. In addition to the Agreement, you also agree to abide by the relevant legal agreements for PayPal services governing your relationship with PayPal, including those that may apply specifically to Botswana users.
- 3.2. To access the PayPal legal agreements please visit PayPal's website at www.paypal.com.

4. PayPal and the Bank

- 4.1. A PayPal account is not a bank account and we therefore cannot provide you with your PayPal account transaction history.
- 4.2. We can only provide you with Withdraw Transaction history between your PayPal account and your qualifying FNB Botswana bank account.
- 4.3. All PayPal and PayPal account related queries and complaints must be referred to PayPal directly.
- 4.4. Queries and complaints concerning the Withdraw Service and Withdraw Transactions must be directed to the Service Centre on +267 390 2089 or be sent to paypalenquiries@fnb.co.za.

5. Using the Withdraw Service

- 5.1. To use the Withdraw Service you must have a qualifying FNB Botswana bank account.
- 5.2. The qualifying FNB Botswana bank accounts are:
 - 5.2.1. Savings accounts.
 - 5.2.2. Cheque accounts.
 - 5.2.3. Transmission accounts.
 - 5.2.4. Commercial accounts.
 - 5.2.5. Corporate accounts.
- 5.3. The Withdraw Service is available to both individuals and business entities. When transacting on behalf of a business entity, the transactor must be authorised by the business to transact on the nominated business bank account.
- 5.4. Use of the Withdraw Service is only available and accessible through the website located at www.fnbwithdraw.com ("Website"). The Withdraw Service is not available through any of our other banking channels.
- 5.5. To use the Withdraw Service you must have a verified Botswana PayPal Account. To open a Botswana PayPal Account you must go to www.paypal.com. To verify a Botswana PayPal account you must link a credit card or cheque card to your Botswana PayPal Account. A qualifying bank's cheque or credit card, excluding PIN based debit cards, can be used. Business cheque or credit cards must be open to transact internationally and online. The PayPal verification process is a PayPal process and the bank cannot intervene in this process. You will not be able to use the Withdraw Service until your Botswana PayPal Account has been verified by PayPal.
- 5.6. To provide the Withdraw Service the bank is legally obliged to identify and verify our customers and to report suspicious transactions that may arise. If we are unable to identify and verify you, in accordance with prevailing legislation, you will not be able to make use of the Withdraw Service.
- 5.7. To be able to identify and verify you, you will be required to supply us with certain documentation from time to time, which we will verify before allowing you to make use of the Withdraw Service. We may suspend your use of the

Withdraw Service if you are unable to provide us with the required documentation or if we are required to do so by prevailing legislation.

6. Withdraw Transactions cannot be cancelled or reversed by you

- 6.1. Withdraw Transactions cannot be reversed or cancelled once confirmed by you and submitted to us.
- 6.2. If for whatever reason a Withdraw Transaction from your Botswana PayPal account to your FNB Botswana bank account cannot be completed and the funds need to be returned to your PayPal account, you will be liable for all related costs, including but not limited to the SWIFT fee, foreign exchange fluctuations and any bank administrative and transaction fees.
- 6.3. It remains your responsibility to ensure that you comply with all PayPal requirements, to remove any PayPal account limitations and to keep your PayPal account in good standing. If your PayPal account has been limited by PayPal, for whatever reason, and such a limitation prevents us from successfully completing a Withdraw Transaction, you will be liable for all and any costs referred to in 6.2 above.

7. Our right to suspend and or reverse a transaction

- 7.1. We will monitor all Withdraw Transactions concluded in terms of this Withdraw Service and we reserve the right, at any stage, to suspend and/or reverse a Withdraw Transaction, in accordance with any legislation and/or upon the directions of a regulatory authority.
- 7.2. We reserve the right to suspend your access to this Withdraw Service or to terminate your participation in this Withdraw Service:
 - 7.2.1. if you breach any of these terms and conditions;
 - 7.2.2. if you have failed to provide us with any information or documentation required in respect of the Withdraw Service;
 - 7.2.3. if we suspect any fraudulent, illegal or suspicious activity relating to your participation in the Withdraw Service or relating to your FNB Botswana or PayPal accounts;
 - 7.2.4. to enable us to comply with any legal or regulatory requirement impacting on the Withdraw Service; or
 - 7.2.5. to comply with a valid court order.
- 7.3. We will notify you of the suspension or termination immediately to your primary PayPal email address.
- 7.4. We will not be liable for any damages or losses of any nature resulting from our suspension or reversal of a Withdraw Transaction, or the suspension or termination of your access to the Withdraw Services for any of the aforementioned reasons.

8. Fees and charges

- 8.1. We will charge you a fee when performing Withdraw Transactions. The fees will be fully disclosed and quoted to you before requiring you to confirm the transaction.

- 8.2. For every Withdraw transaction you will be quoted a USD and Botswana Pula forward exchange rate. The payment into a FNB Botswana bank account will be based on the exchange rate quoted to you when you initiated the Withdraw Transaction.
- 8.3. Your qualifying FNB Botswana bank account will be:
- 8.3.1. credited with the quoted Pula amount based on the quoted exchange rate; and
 - 8.3.2. debited with the service fee.
- 8.4. The fees, charges and exchange rates charged for the Withdraw Service are distinct from and in addition to fees, charges and exchange rates which you may have negotiated with FNB Botswana for any of our other products and services.

9. Reference Number

- 9.1. Whenever you conclude a Withdraw Transaction on the Website a reference number for the transaction will be displayed on the final results page.
- 9.2. Please quote the reference number referred to at clause 9.1 in all communication with us relating to your Withdraw Transaction, including any queries or disputes.
- 9.3. We cannot be held liable and you fully indemnify us against all claims, losses, fines, penalties or any other damages of whatsoever nature, including all legal costs on an attorney and own client scale, relating directly or indirectly to any Withdraw Transaction for which you fail to provide us with the corresponding reference number or any other information we have requested from you.

10. Timing of transactions

- 10.1. Withdraw Transactions may take up to 8 (eight) business days to reflect in the nominated qualifying FNB Botswana bank account.
- 10.2. Business days exclude all Botswana, South Africa and United States of America's weekends, bank and public holidays.

11. Disclosure of Personal Information

- 11.1. To provide the Withdraw Service to you we may be required to disclose your personal or your business information to third parties, including but not limited to: PayPal, FNB, FNB Botswana and any regulatory authority or body as required by law.
- 11.2. You consent to and authorise us to disclose your personal information, in the ordinary course of our business, to such third parties from time to time and indemnify FNB, FNB Botswana and PayPal from any liability you may incur associated with or arising from us acting in accordance with this consent.
- 11.3. We will not sell, rent or provide your personal information to unauthorised entities or other third parties, for their independent use, without your consent.

12. Complaints and Dispute Resolution

12.1. Complaints concerning the Withdraw Service and Withdraw Transactions must be directed to the FNB PayPal

Service call centre +267 370 6427 or to be sent to the paypalenquiries@fnb.co.za.

12.2. If your complaint is not adequately addressed please contact FNB Care by sending an email to care@fnb.co.za.

13. Balance of Payment Reporting

13.1. When performing a Withdraw Transaction you will be required to select a BOP reason code. A short description of the BOP reason codes, set out below, are provided in a drop down list.

Transaction Type	Code No	Transaction Type	Code No
Goods exported		Financial Account	
Merchandise exported & re-export	110	Sales of Shares	915
Goods purchased by carriers outside their home country	130	Other Equity Investment (Branch Funds) Inflow	920
Transportation – Freight Services		Sale of Debt Securities (Bonds, Bills, Notes, etc.)	935
Air	210	Loan drawings	940
Road	220	Sale of Other Assets (Real estate)	955
Rail	230	Transfer of funds between accounts	970
Transportation – International Passenger Fares		Other Services	
Air	310	Communications (Telecoms, couriers, post, etc.)	610
Road	320	Construction	615
Rail	330	Insurance (Incl. Re-insurance) claims	625
Travel Services		Financial services (commissions, charges etc)	630
Business Travel	510	Computer & Information services	635
Education-related Travel	520	Royalties, Franchises and Licence fees	640
Health-related Travel	530	Trade-related services (Merchandising & Commission selling)	645
Tourism & Other Personal Travel	540	Operational Leasing (Rental without operators)	650
Other Travel	550	Research and Development	655
Compensation of Employees		Legal Accounting & Management	660
Salaries and Allowances	710	Advertising and Market Research	665
Transfers		Architectural, Engineering and Other Technical Services	670
Family-support funds sent home by migrant	810	Agricultural Services	675

workers			
Gifts and Donations	820	Mining	680
Development assistance Loans	860	Repairs Services	685
Investment Income		Government Services (not included elsewhere)	690
Dividends profit distributions	720	All other services	695
Interest	730		

14. PayPal Permissions

- 14.1. To use the Withdraw Service you are required to grant us permission to obtain your PayPal account balance from PayPal and you authorise us to make payments on your behalf from your PayPal account to the FNB PayPal account, so that we can process the withdraw transaction. During registration on www.fnbwithdraw.com, you will be required to log on to your PayPal account to complete the permissions process.
- 14.2. As a PayPal account holder, you may have PayPal balances in multiple currencies. We will display all your PayPal account balances to you on www.fnbwithdraw.com. You further authorise us to display your PayPal account balance to the required FNB and FNB Botswana staff for the purpose of providing the Withdraw Service.
- 14.3. By granting us this permission you indemnify PayPal, FNB and FNB Botswana from any liability you may incur associated with or arising from PayPal or us acting in accordance with your permission and authorisation granted.

15. Terms and Conditions and Privacy Policy

- 15.1. Our other terms and conditions, including our Conditions of Access , Online Banking Terms , Security Policy, Privacy Policy, Website Disclaimer , Site Information and Money Market and Long Term Transactions are located at <https://www.fnbbotswana.co.bw>.

16. We may amend this agreement from time to time

- 16.1. We reserve the right, in our sole discretion, to amend this Agreement at any time and from time to time.
- 16.2. Any such amendments shall come into effect immediately and automatically. We will inform you of any amendments by posting the amended version on our website. You agree to review this Agreement whenever you visit the website for any such amendments.
- 16.3. The use of the Withdraw Service by you will be regarded as an acceptance of the latest version of the Agreement by you. If you do not agree with the changes to the Agreement you have the right to terminate this Agreement and not to use the Withdraw Service.