

## **SOFTWARE LICENSE AGREEMENT FOR THE FNB APP FOR SMARTPHONE AND TABLET BANKING**

**Date last amended: April 2012**

### **IMPORTANT INFORMATION: READ BEFORE YOU DOWNLOAD OR USE THE FNB APP.**

When you download or use the FNB Application for Smartphone and Tablet Banking (“the FNB App”) these terms & conditions will become binding on you. Do not download or use the FNB App if you do not agree to be bound to these license terms.

FNB grants you (in your personal capacity) the right to install and use the FNB App on multiple mobile devices that you control for the sole purpose of accessing FNB’s available services. This license is to allow you to access certain FNB services using your mobile devices according to the terms and conditions that apply to the services.

If you use the FNB App to do your banking the Remote Banking Agreement will apply to you. If you use the FNB App to use the available FNB Connect services the FNB Connect Terms & Conditions will apply to you.

The right granted to you is revocable, which means FNB can take back the right it has given to you to use the FNB App.

You may not transfer the right.

You may not do or attempt to do any of the following:

- You may not make a copy the FNB App except for your own reasonable back up purposes.
- You may not reproduce, modify, reverse engineer or use the source code of the FNB App.
- You may not make any derivative work from the FNB App.
- You may not decrypt the FNB App or override any security features.
- You may not remove, hide or alter any proprietary notice on or associated with the FNB App. This includes any copyright notices or trademarks or license agreements.
- You may not use the FNB App to access any FNB service or system that you are not authorised to use or have access to.
- You may not use the FNB App to interfere with any FNB service.
- You may not make the services available to anyone else.
- You may not use the services for any purpose they were not intended or designed, including for any commercial enterprise or to generate revenue.

### **IMPORTANT:**

If you modify or attempt to modify your device in any way or use any software that is designed to modify your device, override, or disable any security features on your device or its operating system, you may expose yourself to risk. This includes but is not limited to the following: jail breaking your iPhone or rooting your Android phone. This is because the security features included in the FNB App that are designed to restrict access to the FNB App and to your confidential banking information may be disabled. The FNB App has been designed to operate with the phone according to the manufacturer’s specifications. Modifying the phone or its operating system may also result in the FNB App not working properly or at all.

Any third-party software or service made available on the FNB App is subject to its own terms & conditions.

To ensure that the FNB App operates correctly you must use the recommended hardware and software.

You must also check for software updates regularly as these may contain important security improvements or improve the functioning of the FNB App.

**IMPORTANT:** While we will use our best efforts to ensure that the FNB App operates as it was designed by us, we cannot warrant that the services are compatible with, or will operate with your mobile device or any software/hardware that you have on your mobile device.

FNB may at any time discontinue or disable certain parts of the services available via this Application. No fee is payable for downloading the FNB App. Fees may apply to individual services provided via the FNB App.

To protect your personal and confidential information it is your responsibility to protect your mobile device from access by other persons.

You must immediately contact us if your mobile device is lost or stolen so that we can change your access codes (usernames and passwords) so that unauthorised persons cannot access the services, which includes your bank accounts.

### **GEO Payments Terms & Conditions**

To use this service the person making the payment (payer) and the person receiving the payment (payee) must be within close proximity of each other.

This service is only available to App users with the ability to perform GEO Payments. This service makes use of location based information. In order to use the service, the name, surname and cellular phone number of the payee needs to be displayed on the Smart Phones of users who request to avail of the service. By signing up for this service, you consent to FNB making this information available to other App Users within range. FNB will not make any other information available about you to other App users unless it is necessary to carry out the transaction.

To use this service both the payer and payee must:

- Have the required Smart Phone that supports this service
- Have the FNB Banking App loaded onto their Smart Phone
- Both register for GEO Payments

Payments can only be made by FNB customers who have an FNB Bank Account or an eWallet account. If the payee does not have an FNB Account, the payee needs to create an eWallet to receive the payment.

Payments can only be made into an FNB Bank Account or an eWallet. Payers and payees will be unable to link non FNB accounts when they set up GEO Payments.

The possible list of persons you can pay via GEO Payments will only be identified by their name and surname. You are responsible for making sure that you are paying the correct person and paying the money into that person's agreed bank account. FNB cannot accept responsibility for incorrect payments.

It is your responsibility to ensure that the payee has agreed to accept your payment in this manner, and into the bank account that they have linked to their GEO Payments profile, or into their eWallet, before you pay them in this way.

FNB cannot reverse payments even if they are made into other FNB bank accounts unless the account holder agrees to the reversal. eWallet payments cannot be reversed and cannot be traced.

The Remote Banking Agreement and eWallet Terms Of Use also apply to this GEO Payments service. You must also read those terms & conditions carefully. A copy is available on [www.fnb.co.za](http://www.fnb.co.za) or from any FNB branch.