

## FNB EASY ACCOUNT RULES

Who qualifies for this account?	<p>Permanent South African residents who are over 16 years old. Visit <a href="http://www.fnb.co.za">www.fnb.co.za</a> for more information or contact us via any FNB branch or Call Centre. These requirements may change from time to time. If you no longer qualify for the account you have, you agree that on notice from us, FNB can do any of the following:</p> <ul style="list-style-type: none"> <li>• we can automatically transfer that account to another suitable FNB account; or</li> <li>• we can freeze or close that account.</li> </ul>
Required balance	No minimum required balance applies.
Fees you must pay	Fees apply on this account. Refer to our latest pricing schedule for more information - available at any FNB branch or at <a href="http://www.fnb.co.za">www.fnb.co.za</a> . Please be advised that this pricing guide is subject to updates and you will be advised that such changes have been made.
Interest you will earn	You will not earn interest on this account.
Payment devices/instruments	You will be issued with an FNB VISA Debit Card. Terms and conditions apply.
Banking Channels	You can subscribe to and use the following banking channels: FNB Online Banking, Telephone Banking, Cellphone Banking and the FNB App. Terms and conditions apply.
Contact Us	<p>For general queries or to report stolen cards: 087 575 9404; or</p> <p>For card cancellations: 0800 110 132 or 087 575 9404.</p>
Easy Smart Option (Not applicable to PAYU)	<p>The information provided by ICAS provides no representation nor warranties of any kind, express or implied on behalf of FNB, about the completeness, accuracy, reliability, suitability or availability with respect to the information, advice, services, or related counselling for any purpose. Any reliance or acceptance you place on such information is therefore strictly at your own risk and FNB does not accept any responsibility for any losses (Material, Physical or Financial) incurred by you or any third party in relying or accepting such information as provided by ICAS.</p> <p>For further information regarding the Terms and condition for ICAS offering please refer to the ICAS website.</p>
REWARDS (Not applicable to PAYU)	<p><b>Just for you! Airtime rewards on your FNB Easy Account</b></p> <p>To benefit from airtime rewards, you'll need to have an active FNB Easy Account on the <b>Smart pricing option*</b>.</p> <p><b>Start earning rewards (Not applicable to PAYU)</b></p> <p>Swipe for R1 or more on your Easy Card at Usave, Checkers &amp; Shoprite in a month***.</p> <ul style="list-style-type: none"> <li>• Qualifying customers on FNB Connect SIMs get R50 back in FNB Connect prepaid airtime.</li> <li>• Qualifying customers on all other South African mobile networks (excluding FNB Connect) earn R15 back in prepaid airtime.</li> <li>• Non-qualifying customers earn R5 back in prepaid airtime for all South African mobile networks (including FNB Connect).</li> </ul> <p><b>Before you can start earning monthly airtime, you must first meet the qualifying requirements:</b></p> <ul style="list-style-type: none"> <li>• Have a minimum monthly deposit** of R2 000 in your FNB Easy Account.</li> <li>• Be registered for FNB Cellphone Banking.</li> <li>• Make sure that your Easy Account is active and that ALL your FirstRand Bank accounts are in good standing.</li> </ul> <p><b>How to claim your airtime</b></p> <p>In order to claim your reward, you must be registered for FNB Cellphone Banking. Once you are registered, follow these simple steps to claim your airtime reward:</p> <ul style="list-style-type: none"> <li>• Dial *120*321# OR *130*321#</li> <li>• Select 'Rewards' &amp; then choose 'Get free airtime'</li> <li>• Select the airtime you want to claim</li> <li>• Choose to claim for yourself or someone else and then follow the on-screen prompts</li> </ul>

- Your airtime reward will expire if you don't claim it within 30 days of it being issued
  - To check your airtime reward expiry date, dial **120\*321#** OR **\*130\*321#**, go to the **'Rewards'** option & then select **'Get free airtime'**
  - Airtime will only be allocated to the cellphone number registered for Cellphone Banking with FNB.
  - If you stop meeting any one of the qualifying requirements at any time, you won't qualify for rewards.
  - An account that's active means that there's regular activity on the account or that the account is still being used for its original intended purpose.
  - An account that's in good standing means it isn't overdrawn, in arrears or in default, you haven't missed a premium, and you aren't undergoing sequestration, business rescue, or collection or liquidation proceedings (excluding debt review proceedings). This applies to all First Rand Bank accounts, including FNB, Ashburton and WesBank accounts.
- \* Customers on the Islamic Easy Account Bundle pricing option also qualify.*
- \*\* For the purposes of meeting the minimum deposit qualification criteria, 'deposit' means the payment of your salary, payment or drawings and specifically exclude (but are not limited to) any inter-account transfers.*
- \*\*\* The R1 or more qualifying swipe excludes purchases made at MediRite Pharmacies & Money Market counters, Computicket, Computicket Travel & Cash @Till@.*

## FNB LINKED SAVINGS POCKET ACCOUNT RULES

What do you need to qualify for a Savings Account?	The Savings Account is not a standalone account and is linked to your FNB Primary Transactional Account. If your Primary Transactional Account is closed, your Savings Account will also be closed. If there is any money in your Savings Account, this will first be transferred to your linked Primary Transactional Account before FNB close the Primary Transactional Account.
Your account may not fall below this balance; if it does you will not earn interest.	R1 (one rand)
Minimum balance for your account to remain active	You are required to maintain a minimum account balance of R 100 (One Hundred Rand) for your account to remain active. Should your account fall below this minimum balance and you do not make any deposits (this does not include Bank Your Change) for a period of 3 months and longer, your account status will be changed to inactive.
What interest will you earn, how and when is it calculated and paid?	FNB calculates interest on the daily balance in your Savings Account and will pay your interest into the Savings Account every month. FNB reserves the right to change the interest rate at any time without giving you notice of this. Updated interest rates will be made available on <a href="http://www.fnb.co.za">www.fnb.co.za</a>
Can you deposit money into the account at any time?	The types of transactions allowed on a Savings Account are limited. You will only be allowed to do transfers (ad-hoc or scheduled) from your Primary Transactional Account into your Savings Account. Please note that transferring funds between your Primary Transactional Account and Savings Account can take up to 2 (two) business days to reflect. You cannot deposit cash directly into your Savings Account.
When can you withdraw money from the account?	You can withdraw from your Savings Account at any time by transferring funds to your Primary Transactional Account from your Savings Account. You cannot use your Savings Account to make payments or withdraw cash from your Savings Account. The Savings Account may not be overdrawn. This means you may not transfer more money than the available balance in your Savings Account. You may not transfer more funds to your Primary Transactional Account than you have available in the Savings Account.
Fees you must pay us	There are no fees applicable on this account.
How does Bank Your Change work?	<ol style="list-style-type: none"> <li>1. If you have selected FNB Bank Your Change®, you will automatically be defaulted to a Top Up of R2 (Two Rand). This means that FNB will round up the amount charged on each successful point of sale transaction swipe you perform on your debit or cheque card to the nearest rand and an additional R2 top up will then be added to the rounded-up amount. The total amount will then be transferred to your Savings Account on a weekly basis.</li> <li>2. FNB will check the available balance on your linked FNB Cheque Account every week if there are sufficient funds for the Bank Your Change® transfer to be processed, (i.e. the total Bank Your Change® amount must be equal to or less than the available balance in your bank account). If the amount is available, the Bank Your Change® amount will be transferred to your Savings Account. If the amount is not available, the transfer will not be processed and will not be carried over to the next week or any other time if and when the funds are available. The savings amount will only earn interest once it has been transferred into your Savings Account (Linked Savings Account).</li> </ol>
What do you need to qualify for Bank Your Change?	

	<ol style="list-style-type: none"> <li>1. "Bank Your Change" will automatically be closed if your FNB Bank Account is not in good standing. Good standing" means that your FNB Bank Account is not overdrawn, or in arrears, or in default, or subject to any legal process with FNB. Legal process means any legal proceedings in any court of law involving you and FNB. Legal process includes, but is not limited to collection, liquidation and sequestration proceedings. Legal process does not include debt reviews allowed under S86 of the National Credit Act 2005.</li> <li>2. You may reapply for "Bank Your Change" when your FNB Bank Account returns to good standing.</li> </ol>
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**Note:** The FNB Savings & Cash Investment Account General Terms & Conditions also apply to you. A copy of these terms & conditions is available on [www.fnb.co.za](http://www.fnb.co.za) or from our call centre or at your nearest FNB branch.

## INCONTACT NOTIFICATION TERMS AND CONDITIONS

- The inContact Service is a messaging system which provides you with notifications of certain account activity via SMS and/or email to your selected mobile number and/or e-mail address.
- These terms and conditions apply to inContact and inContact PRO (an enhanced form of inContact). They form a binding agreement between you and FNB. You must read these terms and conditions carefully. Contact us if you don't understand any part of these terms and conditions. These terms and conditions must be read with the FNB General Terms and Conditions in the document and located at [www.fnb.co.za](http://www.fnb.co.za). By using inContact and/or inContact PRO you agree to be bound to these terms and conditions.
- The types and values of transactions that we provide notifications for do change from time to time. Because of this you must still take the necessary precautions to safeguard your accounts, cards and banking channel access mechanisms, such as passwords and PINs.
- You are responsible for ensuring that the Bank has your correct mobile numbers and/or email addresses. We will not be held responsible if your SMS and/or email is sent to the wrong number or address. Your inContact information can be updated electronically using the Online Banking channel, by contacting the customer contact centres or by visiting a Branch.
- We cannot guarantee receipt or delivery of an SMS and/or e-mail as the Bank uses external third parties for relaying of SMS and/or e-mail. Although we do send you inContact notifications your statement will be the main and final record of all transaction on your account. You must therefore check all entries on your statement immediately upon receipt of your statement. You must report any unauthorised transaction or errors within 30 (thirty) days from the date of the statement. Should you fail to do so all entries will be assumed to be correct and authorised. FNB will not be held responsible for any losses suffered as a result of your failure to notify us timeously of suspicious or unauthorised transactions.
- inContact is designed to assist you to track activity on your account and minimise potential unauthorised transactions. It is important that you read you inContact notifications as soon as you receive them. You must notify FNB about any suspicious or unauthorised transactions on your account within 24 (twenty-four) hours. If you fail to do this, you agree that FNB can treat the transaction as correct and hold you legally responsible for the transaction as if you had done or approved it. In the event of a dispute regarding when a message was sent our system records will serve as proof of the date and time of the sending of the message unless you can prove otherwise
- inContact subscribers can access Cellphone Banking Lite by dialling\*120\*321#. This allows you to monitor your accounts as it enables you to view transactions and balances on all accounts linked to your profile. Further you can perform limited value transactions. Should you wish to not avail of this service the functionality can be disabled by dialling \*120\*321# and following the menu options.

## GENERAL RULES FOR FNB TRANSACTIONAL BANK ACCOUNTS

The specific account rules and the following rules apply to the FNB Easy Account (transactional account) and these rules will apply to you. These rules also apply to any person you allow to operate the account. The FNB General Terms and Conditions, which are available on [www.fnb.co.za](http://www.fnb.co.za) also apply to you. You must read all these rules and terms and conditions carefully. They contain important information about your and FNB rights and duties to each other. You must contact FNB if you don't understand any part of the terms and conditions.

### 1. YOUR PAYMENT INSTRUCTIONS MUST NOT BE MORE THAN THE AVAILABLE BALANCE IN YOUR ACCOUNT

You may only instruct FNB to carry out payment instructions (such as debit orders; scheduled payments; debit card purchases or cheques) if you have enough money available in your transactional account. For the purposes of this agreement this means your credit balance must be sufficient taking into account the required amount of un-cleared funds deposited into that account and the amount of funds in the account that are reserved for other purposes. (Note: that any funds reserved for point of sale transactions will only be deducted from your transactional account when the merchant successfully banks transaction with their bank. Until this happens it is your responsibility to monitor your transactional account, and not to use those reserved funds). Take note that the available balance in your transactional account does not include the money available in linked accounts like the FNB Linked Savings Pocket.

You may not request or apply for credit by instructing FNB to process a payment instruction where there is no available balance in your transactional account. FNB will not carry out payment instructions if there is no available balance in the transactional account. However,

at FNB's discretion it can carry out your payment instructions even if there is no available balance in the transactional account. If this happens FNB will charge you a fee for each payment instruction. FNB can immediately demand repayment from you for the amount you overspent on your transactional accounts (the amount with which the payment instruction(s) amount was more than the available balance in your transactional account). If you do not make payment of the overspent amount when FNB demands payment you agree FNB can charge you interest (default (mora) interest) as allowed by law. To see what fees, interest and charges apply see FNB's pricing guide at [www.fnb.co.za](http://www.fnb.co.za). correct.

## **2. TURNAROUND TIMES AND ERRORS ON PAYMENTS**

Unless you request a special service to speed up payment you must allow at least 2 (two) business days for an EFT (electronic funds transfer) payment to reach the account of the person you are paying (beneficiary). Also note that certain beneficiaries may have special processing requirements that may delay the payment further. It is your responsibility to ensure that the payment instructions (including but not limited to beneficiary details) are correct, as FNB will not be responsible for any loss or damage because of errors you made when you created or sent FNB payment instructions. FNB does not check that the bank account details or identity of beneficiary is correct.

## **3. CANCELLING OR REVERSING TRANSACTIONS**

FNB will not reverse any payment instruction after it has been processed. However, if the person FNB paid has an account with FNB and they give FNB written consent to do so, FNB may (if possible) attempt to reverse the transactions. If the beneficiary has an account with another financial institution (bank), FNB's role is only to pass on your instruction. FNB will not be responsible for anything which that financial institution does or fails to do. FNB will not accept an instruction to stop the payment of a validly drawn instrument after it is paid. Some instructions cannot be reversed or cancelled once you submit them. This includes pre-paid purchases.

## **4. CHEQUE DEPOSITS**

If a payment instrument (such as a cheque) is deposited into your account, FNB will credit your account immediately. However, the funds will only be available as cash when the payment instrument has been paid (honoured). This means that if you withdraw these funds before the payment instrument is paid (cleared/processed/collected), you do so at your own risk. If the payment instrument is not paid (i.e. dishonoured), FNB will debit (charge) your account with the amount of the unpaid (dishonoured) payment instrument and FNB will send the paper payment instrument back to you at your own risk (if available). FNB is not responsible for mistakes because of incorrect information provided by you or on your behalf by a third party. FNB is not legally required to ensure that you are legally entitled to the proceeds of any deposited payment instrument. You agree that FNB may collect (clear) payment instruments (cheques) at its discretion. You must make special arrangements if you want to speed up the processing (clearing) time.

Please note that by law FNB cannot accept cheque payments for more than the cheque item limit. This amount is at September 2015, R500 000.00 and will change. Please contact FNB for information on the latest cheque limit. If a payment made to you is for more than the cheque item limit that applies you must make use of electronic payment methods such as Electronic Fund Transfers, SWIFT, RTGS (Real time gross settlement) and Account Payments. For more information about these other payment methods please contact FNB. Under the cheque item limit regulation, any practices that bypass or try to bypass the cheque item limit are not allowed.

These practices include (but are not limited to):

- Multiple or single deposits on the same day or different days at different branches or Automated Deposit Tellers or both, using various cheques from the same drawer (person) that in total exceed the cheque item limit. This will not apply if these payments are for different underlying commercial transactions.
- FNB will dishonour (refuse to pay) such cheques and all charges and costs will be paid by the depositor.

## **5. INTEREST YOU MAY EARN**

Please refer to your statement, contact FNB by email or telephonically or visit any FNB branch for information about the interest (if any) you may earn on your account. FNB quotes interest rates on an annual basis and calculate interest on your account's daily ledger balance. FNB can change the interest rate daily without giving you notice. FNB will pay you interest on the next business day if the date for paying interest falls on a Sunday or a public holiday.

## **6. ENDING THIS AGREEMENT**

FNB has the right to end this agreement and close your account at any time after FNB gives you reasonable notice of this or if FNB has other grounds to do so.

You can end this agreement by giving FNB notice in writing.

If this agreement ends the following rules apply:

- You must still pay FNB the full amount you owe FNB for all transactions subject to any arrangements you have with FNB on your account.
- You must return any cheque books, debit, cheque or petrol cards FNB gave you.
- You must not withdraw funds from your account until FNB has processed all outstanding transactions.

- To cover what you may owe FNB after the agreement ends you agree that FNB can keep sufficient funds in the account.

## **7. DORMANT (INACTIVE) ACCOUNTS**

If you don't use your account for more than one year, or if your account balance is less than the amount as advised by FNB from time to time, FNB can close your account. FNB will not notify you before FNB closes your account. From the time your account is closed you will not earn any interest. If you don't claim the money in the account by the time FNB closes the account, FNB will transfer the money to an FNB suspense account for safekeeping. You have the right to claim this money for a period of 60 (sixty) years from the date on which that the account became dormant. To do this you must complete the necessary forms and prove your claim.

## **8. RULES THAT APPLY TO CHEQUES AND NEGOTIABLE INSTRUMENTS**

You authorise FNB to honour (pay) all cheques, promissory notes, bills of exchange or other negotiable instruments ("instruments") that appear to have been drawn, made or accepted and signed by you. FNB is not required to honour (pay) cheques in certain circumstances, including when the cheque is post-dated, stale, is not properly (irregularly) drawn, or if it does not appear to be genuine, or appears to have been changed without the necessary authorisation. You must take reasonable care when writing out instruments like cheques. This includes taking precautions to prevent instruments from being stolen or changed. You must immediately report any theft or loss of cheques (blank and used) to FNB and request FNB to stop payment of the lost or stolen cheque.

## **9. KNOW YOUR CUSTOMER (KYC)**

Under the Financial Intelligence Centre Act (FICA) of 2001, FNB may not establish a relationship with you unless you have provided FNB with acceptable documents to prove your identity and residential address. An account is considered to not comply with FICA if any of the required Know Your Customer ("KYC") documentation (Identity document and proof of address) are not on record or invalid. Under FICA and industry practice, all FICA non-compliant accounts will be frozen (you will not be able to transact). Before freezing an account, FNB will try to contact you to obtain the correct KYC documentation. If FNB cannot obtain the documents your account(s) will be frozen.

## **10. MARKETING CONSENT**

The FirstRand Group requests your consent so that we can inform you about our beneficial products and services. You may request us to stop marketing to you at any time. The FirstRand Privacy Policy available at [www.fnb.co.za](http://www.fnb.co.za) informs you how we use your information. Unless otherwise informed you agree that FNB can communicate with and market products and services to you. Where you have not already provided specific consent, you agree that the remainder of the FirstRand Group, including its approved partners can communicate with and market products and services to me.

## **11. FAIR USE POLICY**

This product is meant for transacting in your personal capacity and must not be used for any other purpose.

# **FNB DEBIT CARD TERMS AND CONDITIONS**

## **1. RULES FOR DEBIT CARDS**

- These terms and conditions ("rules") apply to your use of the FNB debit card issued by First National Bank. These rules will apply to you from the time you apply for or use the card, whichever happens first.
- These rules form an agreement between the account holder ("the customer"), the cardholder, any additional cardholders and FNB.
- In these rules "you" or "your" refers to the account holder and all cardholders and "FNB" refers to the First National Bank.
- This card can be linked to more than one transmissional account.
- Use Restrictions:

This card (together with the PIN) may be used to do the following:

- Withdraw cash from an ATM and selected point of sale (POS) devices.
- Deposit cash at an ATM.
- Use any FNB ATM.
- Get an account balance at an ATM or a selected POS device.
- To pay for goods and services from Suppliers who accept the relevant card.
- To pay for goods or services purchased on the internet or the phone or by mail order.
- To pay for subscriptions and membership fees using repeat payments (it is your responsibility to inform the merchant/service provider if the card number or expiry date changes).
- To purchase fuel at retailers that accept cards.
- To register for online banking.

## **2. STEPS YOU MUST TAKE TO SAFEGUARD THE CARD AND PIN**

To prevent unauthorised transactions on your account, you agree to take all reasonable steps to safeguard the card and any personal identification number (PIN) that is associated with the card. You must do the following:

- Comply with all security requirements and recommendations from FNB from time to time. • You must change any PIN FNB issues to you immediately. You must not share your PIN with anyone.
- You must keep the PIN secret and separate from the card.
- When you receive the card, you must immediately sign the back of the card with a ballpoint pen.
- Only the person named as the authorised cardholder may use the card. You may not transfer the card to any other person or allow any other person to use the card.
- The card may not be used for any illegal transactions. You alone are responsible for ensuring that a transaction is lawful.
- You must use the PIN and/ or sign a transaction slip as required by the supplier of any goods or services.
- When a card has expired, you must destroy the card by cutting through the magnetic strip and /or chip.

You must notify FNB immediately if any of the following happens or if you think they might have happened:

- The card is lost or stolen.
- Someone has obtained the PIN.
- Unauthorised transactions on the account. Only the accountholder/ cardholder may set and change limits that apply to the card.

## **3. YOU MUST COMPLY WITH EXCHANGE CONTROL REGULATIONS IF YOU USE THE CARD (EXCLUDING PETROL CARDS) OUTSIDE THE COMMON MONETARY AREA**

If you use the card outside of the Common Monetary Area ("CMA") you must comply with the applicable exchange control regulations. Any transaction or payment made in a currency other than South African Rand ("Rand") will be converted to South African Rands at the Visa or MasterCard (as applicable) rate of exchange that applies on the date of processing the transaction to your account. The transaction will be shown on the accountholder's monthly account statement in South African Rands. A currency conversion fee will be charged for this service and will be added to the transaction amount. Be aware that merchants may not process the transaction on the date of the transaction. This can result in exchange rate differences, which you will be responsible for. FNB may be required to report any transactions that occur outside the Common Monetary Area to the South African Reserve Bank, the South African Revenue Service and/or the Financial Intelligence Centre.

You warrant to FNB that the use of the Debit Card will not in any way contravene the Exchange Control Regulations or any similar laws that apply from time to time and that you will comply with all relevant Exchange Control requirements. In addition, you are reminded that Exchange Control Regulations currently allow Cardholders in whose names one or more bank credit and/or debit cards have been issued to make certain foreign exchange payments for small transactions, e.g. imports over the Internet, by means of such credit and/ or debit cards. Payments are limited to R50,000.00 for each transaction. This dispensation does not free you from the duty to pay any taxes and/or custom duties for the value of goods imported, or from complying with the requirements imposed by Customs.

## **4. REPLACEMENT AND EXPIRY OF THE CARD**

The card is valid until the last day of the month of the expiry date shown on the card as valid date. The cardholder may only use the card during this period. The accountholder or the cardholder may request FNB to issue a replacement card if the accountholder's agreement with FNB still applies, if any of the following happens. The card is lost, stolen, damage or expires.

The same limits and functionality will apply to the replacement card. In certain cases, FNB will issue the renewal card automatically. FNB may deliver the card to you or you may collect a renewal card at an FNB branch once FNB has verified your identity.

## **5. FNBs RIGHT TO DEBIT THE ACCOUNT OR DECLINE TRANSACTIONS**

The Cardholder will be held legally responsible for all transactions done with their Debit Card which include, but are not limited to:

- Transactions at Automated Teller Machines (ATM's).
- Transactions at Point of Sale devices (POS).
- Recurring Payments where the Cardholder has authorised the Merchant to collect payments from the account.
- Transactions done via electronic methods which include but are not limited to the internet or telephone.

All transactions for purchases, services or cash withdrawals will be debited (charged) to the selected linked account. Each time the card or the card number (and PIN, where applicable) is used in a transaction; FNB can debit (charge) the account with the transaction amount even if no transaction slip or cash withdrawal voucher was signed. If there are insufficient funds in the account, FNB can decline a request to authorise a transaction. Your Debit Card must not be used to participate in online gambling activities and for the purchase of foreign lottery tickets. FNB is required to decline any debit card transactions in SA that relates to foreign lotteries or any online gambling activities.

## **6. DISPUTES WITH SUPPLIERS**

A dispute between you and any supplier of goods/services will not affect FNB's right to debit (charge) the account and/or receive payment of the transaction amount from you. You do not have the right to:

- instruct FNB to refuse to pay the supplier; or
- request a charge-back of payment already made to the supplier, for goods purchased or services obtained with the card, or
- have any claim, or institute any counter claim against FNB, or to apply set-off against FNB.

Any payment that FNB have made to a supplier for any transaction is final and irreversible, unless:

- allowed by the VISA or MasterCard (as applicable) rules and regulations, as published by VISA or MasterCard (as applicable) from time to time, or
- there was duplication in payment due to human and/or technical error by the supplier.
- you can provide proof that you attempted to resolve the dispute with the supplier according to the agreement between you and the supplier.

You must raise any card-related disputes within 30 (thirty) days after the transaction date. Disputes must be made at the branch where your account is held by completing the relevant dispute forms.

## **7. CHARGES, FEES AND OTHER COSTS**

- FNB may charge you a card issuing fee for new cards.
- FNB may charge a card delivery fee.
- FNB may charge you a card replacement fee if the card is lost, stolen or damaged.
- FNB may charge the following fees:
  - a fee for each transaction (where applicable) made through the use of the card, as advised by FNB from time to time,
  - government levies (charges and taxes) where applicable,
  - a dispute fee, if you raise a dispute against a supplier for any purchase/transaction, and the purchase/transaction is proved to be correct, and
  - a voucher fee for any request made to FNB to obtain a duplicate voucher from a supplier (if available).
- FNB's fees are set out in FNB pricing guide which is available at any FNB branch or on [www.fnb.co.za](http://www.fnb.co.za). Information about dispute and voucher fees are available from any FNB Branch.

## **8. CARDHOLDER AND CUSTOMER ARE JOINTLY AND SEVERALLY LIABLE FOR ALL TRANSACTIONS**

The accountholder may ask FNB to issue additional cards and PIN's, if required, to additional cardholders. You agree that once the additional cardholder has been issued with an additional card and PIN, that person will have unlimited access to the funds in the account/s linked to the additional card. You accept liability (legal responsibility) for all transactions performed by the cardholder using the card. If the accountholder does not pay FNB in full for the transactions, the cardholder will be jointly and severally liable to FNB as co-principal debtor for all amounts and any other obligations arising out of these rules. All amounts include interest which may be levied (charged) on the transaction amount/s and applicable fees/charges, owing to FNB on the account through the use of the card.

## **9. YOUR LIABILITY**

You will be legally responsible (liable) for:

- all unauthorised card-based transactions until FNB has been notified of the loss or theft of the card;
- any unauthorised transaction that has been debited (charged) to the account by any person other than the cardholder using the PIN, unless the cardholder can prove that such person did not obtain the PIN because of the cardholder's negligence;
- any unauthorised transaction that has been debited (charged) to the account by any person other than the cardholder using the card for purchases/transactions made on the internet, by mail order, telephone / or electronically, unless the cardholder can prove that such person did not obtain the card or card number because of the cardholder's negligence.

FNB is not responsible for any loss the accountholder and/or cardholder may suffer because of a failure, temporary breakdown or malfunction of any ATM or POS or other card payment device where applicable, resulting from circumstances beyond FNB's reasonable control.

## **10. TERMINATION**

- FNB may, at FNB's sole discretion and without reason, end FNB's agreement with the accountholder, and/ or the cardholder's right to use the card, on notice to the customer.
- FNB reserves the right to end this agreement and cardholder's right to use the card with immediate effect in any of the following circumstances:

- in the case of fraud, or suspected fraud;
  - if FNB is forced to do so by law;
  - if the cardholder has not used the card for a reasonable period of time; and
  - if it is necessary to protect FNBs interests.
- The accountholder and/ or the cardholder may end the agreement if all outstanding amounts due to FNB are paid in full.
  - The accountholder has the right to claim possession of the card from the additional cardholder on demand, but the accountholder is not entitled at any time to any knowledge or access to the cardholder's PIN, if issued or to use the card. The cardholder must notify FNB of possession of the card in writing and must return the card to FNB.
  - If this agreement is terminated, the accountholder's and the cardholder's full indebtedness to FNB for all card transactions remains due and payable, subject to the arrangements in place on the account.
  - If the customer requests FNB to close the account, the card must be returned to FNB immediately. A 7 (seven) day period will apply before the account is closed to allow for settlement of any outstanding transactions made by the cardholder but not yet processed by a supplier.

## **11. GENERAL TO DEBIT CARD**

- The card remains FNBs property and must be returned to FNB immediately at FNBs request.
- If you are a minor (under the age of 18) then these terms and conditions will also apply to your parent or legal guardian (with the appropriate amendments).
- The card is VISA or MasterCard branded, issued by FNB under license of VISA or MasterCard as the case may be.
- FNB may from time to time amend these rules, by notifying you of the changes on 20 (twenty) days notice.
- If you are not happy with the changes, you have the right to end the agreement prior to the expiry of 20 (twenty) days after notification of the changes has been sent to you.
- The changes will be binding on you and will form part of the agreement upon expiry of the 20 (twenty) day period.
- You consent to FNB sharing your personal information with FNBs Couriers for the purposes of delivery of your FNB card, if applicable.

## **12. CONTACTLESS CHIP & PIN CARD**

A "Contactless Chip & PIN" card is a bank card with an embedded chip and antenna. When you are issued with a contactless Chip & PIN Debit Card you may be required to merely scan your debit card within the wireless range of the point of sale device depending on the value of the transaction. Some merchants may require you to sign a slip. Certain transactions may require you to dip or swipe your card at the point of sale device and may require you to enter your PIN. The contactless functionality will only be available at selected merchants on transactions up to a limit based on your individual profile, which the Bank may change at its discretion. If you have more than one contactless card, please ensure you present one card for payment, to avoid collision transactions, which is when both cards are debited for the same transaction.

# **FNB GENERAL TERMS AND CONDITIONS (Date last Amended: 4 August 2015)**

## **1. THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT**

- This agreement will apply to you if you are an individual and you have any account with First National Bank (FNB).
- This agreement sets out the general terms and conditions that apply to your and our relationship.
- You can do your banking or get information about your account using different banking channels. We may also provide you with payment mechanisms like a debit, cheque or petrol card so you can transact on your account. From time to time we may also make other services available to you. All of the above (banking channels, access mechanisms and services) are governed by their own rules. These rules will also apply to you if you use these products/services. To fully understand your and our rights and duties, you must read this agreement together with those rules. You must contact us if you don't understand any part of the rules.
- If there is a conflict (difference) between this agreement and the rules, the rules will apply. • We can change this agreement or any of the rules at any time. We will tell you about any significant (important) changes to this agreement or the rules before we make the change. Unless you end the agreement before the date the change comes into effect (applies), we can assume that you agreed to the change.
- The words "you" or "your" means the account holder and any person the account holder allows to operate on the account.
- The words "us", "our", "we" or "the bank" only refers to First National Bank.

## **2. FEES YOU MUST PAY US**

- In return for providing you with banking products and services you must pay our fees as set out in the rules and in FNB's latest pricing guide (a copy is available on [www.fnb.co.za](http://www.fnb.co.za) or from any FNB branch.)
- Unless we say otherwise all fees are non-refundable.
- We may change our fees from time to time. We will advise you of this by giving you notice of the changes within a reasonable time before the change takes effect.

## **3. WHEN AND HOW WE WILL SEND YOU STATEMENTS**



- To help you to check the transactions on your account we may make account statements available to you or you can go to any FNB branch and ask for a statement. You must check your statements. Statements are not sent out on certain accounts.
- We may either make your statements available electronically (e.g. on online banking) or we may send you your statements by email or by post.
- We can charge you an additional fee for statements you request over and above those we normally give our customers.
- Your statement will show all the transactions on your account for the period written on the statement. Transactions carried out, but not yet paid or deducted from your account will not appear on your statement

#### **4. YOU MUST CHECK YOUR STATEMENT CAREFULLY AND REPORT ANY MISTAKES**

- You must check each entry on your statement carefully as soon as you get your statement.
- You must report any mistakes or transactions done without your permission to us within 30 (thirty) days from the date of the statement. If you don't do this we can assume the entries and transactions shown on the statement were correct or done by you or with your permission. We will not be responsible for any loss or damage you suffer because you didn't report errors or unauthorised transactions on time. If you receive inContact notifications, you must report any unauthorised transactions to us within 24 hours to prevent further unauthorized transactions. If you don't do this, we can hold you responsible for those transactions.

#### **5. HOW WE TREAT YOUR PERSONAL INFORMATION**

In this clause FSR means: FirstRand Bank Limited, FirstRand Limited, any affiliate companies, its associates, cessionaries, delegates or successors in title and / or third parties (like its authorised agents and contractors).

- How we use your information:
  - FSR collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.
  - Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third parties' lawful interest is being protected or pursued.
  - FSR may process your information. information includes amongst others information regarding marital status, national origin, age, language, birth, education, financial, identifying number, e-mail address, physical address, telephone number, online identifier, biometric information and your name.
  - The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- FSR may process your information for the following reasons (amongst others):
  - To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
  - To detect, prevent and report theft, fraud, money laundering and other crimes.
  - To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.
  - To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
  - To develop, test and improve products and services for you.
  - For historical, statistical and research purposes.
  - To process payment instruments (like a cheque) and payment instructions (like a debit order).
  - To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
  - To do affordability assessments, credit assessments and credit scoring.
  - To manage and maintain your accounts or relationship with FSR.
  - To disclose and obtain information from credit bureaux regarding your credit history.
  - To enable you to participate in the debt review process under the National Credit Act.
  - To enable FSR to deliver goods or documents or notices to you.
  - For security, identity verification and to check the accuracy of your information.
  - To communicate with you and carry out your instructions and requests.
  - For customer satisfaction surveys, promotional and other competitions.
- FSR may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:
  - Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
  - Debt counsellors, payment distribution agents and other persons that assist with the debt review process under the National Credit Act.
  - Payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions.
  - Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
  - Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
  - Regulatory authorities, governmental department, local and international tax authorities and other persons that FSR under the law have to share your information with.

- Credit bureaux.
  - FNBs service providers, agents and sub-contractors like couriers and other persons FNB uses to offer and provide products and services to you.
  - Persons to whom FSR cedes their rights or delegates their obligations to under agreements.
- FSR can process your information outside of the borders of South Africa, according to the safeguards and requirements of the law.
  - FSR may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
  - You have the right to access the information FSR has about you by contacting us at [FNBComplianceSupport@fnb.co.za](mailto:FNBComplianceSupport@fnb.co.za) or 011 371 8494.
  - You have the right to request us to correct or delete the information FSR has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept. You must inform us of your request.
  - You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing. You must inform us of your objection at [care@fnb.co.za](mailto:care@fnb.co.za).
  - You have the right to withdraw your consent which allows us to process your information; however, we will continue to process your information if permitted by law.
  - You have the right to file a complaint with the Information Regulator, once established, about an alleged contravention of the protection of your information.
  - You can refer to our Privacy Policy (copies can also be obtained from [www.fnb.co.za](http://www.fnb.co.za)) for more information on our privacy practices.

## **6. YOUR AND OUR ADDRESS FOR SENDING CORRESPONDENCE AND LEGAL NOTICES**

- We may communicate with you using any means (electronically, fax, paper).
- We will send any communications (including statements) to the last postal; street; email address, telephone; cellphone or fax number we have on record for you or that is known. We may also communicate with you using our website, our banking channels (online, cellphone, telephone, ATM or our branches) or by means of a publication/advertisement in the media.
- We will serve legal notices and summonses at the last street address we have on record for you. You choose this address as your domicilium address for serving legal notices and summonses.
- You must send us any legal notices or summonses to the following address, which we choose as our domicilium: FNB Legal, 3rd Floor, No 1 First Place, BankCity, Johannesburg, 2001.
- You must immediately tell us if any of your addresses, phone or fax numbers change.
- You can do this by contacting us, visiting any FNB Branch or by calling our call centre. (If you change your street address, you must give us proof of your new address.) It may take up to 7 (seven) days for the change to reflect on our systems.
- So, we can update your records you agree that we may get your addresses and contact numbers from other companies in the FirstRand Limited Group. We will only use this information as stated above.
- Any correspondence we send to you by:
  - post, will be considered to have been received by you within 14 days from the date on which we posted it;
  - by fax, email or SMS, will be considered to have been received by you on the day it was sent, or in the case of a Saturday, Sunday or public holiday, on the next business day.
- Any notices or correspondence we make available on our website, our ATM network, our branches or in the media will be considered to have been received by you on the date it was published.

## **7. JURISDICTION AND COSTS**

- We can bring any action against you under this or any other agreement we have with you in the Magistrate's Court, even if the amount claimed exceeds the jurisdiction of that Court.
- You agree to pay all the expenses we spent in recovering any money you owe us, including, our legal costs on the attorney and client scale; collection charges; tracing fees, plus VAT. Attorney and own client scale means the rates actually charged by our attorneys. These rates may be higher than the rates the courts allow.

## **8. IF YOU APPOINT OTHER PERSONS TO USE YOUR ACCOUNTS YOU ARE RESPONSIBLE FOR THEIR ACTIONS**

- If you complete the necessary bank form, we will allow another person to use your account. We refer to these persons as account users.
- You will be responsible for all debts account users incur including our fees and charges, any overdrawn amounts plus interest on those amounts. You will be responsible for anything they do or fail to do.
- There is risk involved in giving another person access to your account. You must consider if restrictions or limits must apply.
- You must provide correct and up to date information about the account users. You alone are responsible for deciding and checking what rights must be given to account users.
- You can cancel an account user's rights at any time by completing the required bank forms. You will be liable for all transactions they made before you did this, including future dated payments and cheques.
- The rights you gave to any account user come to an end when you end their authority or where the law says so, such as on your death or if you become legally incompetent.

## 9. FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 “FAIS” – REGULATORY DISCLOSURES

About the Financial Service Provider “FSP” Full registration number and FSP Number	First National Bank (“FNB”), a division of FirstRand Bank Limited Registration No. 225/06 FSP No. 3071
Physical and Postal Address	6 <sup>th</sup> Floor, 1 First Place, BankCity, Simmonds Street, Johannesburg, 2001 P.O. Box 1153, Johannesburg, 2000
Contact details for general enquiries	Tel – 087 575 9404/ +27 11 369 1088 (International) and website- <a href="http://www.fnb.co.za">www.fnb.co.za</a>
Compliance officer	Tel – 011 371 7953 or fax – 011 371 2192
Complaints	Tel – 087 575 9404 or fax – (011) 632 2317 or email – <a href="mailto:care@fnb.co.za">care@fnb.co.za</a>

▪ FNB is approved as a FAIS Category I, II and III licensee. FNB is authorized by the “Financial Sector Conduct Authority” to provide FAIS financial services for the following financial products:

▪ Category I – Advice and Intermediary Services:

- Long-Term Insurance Categories A, B1,B2 and C; Short-Term Insurance - Personal Commercial Lines; Long and Short Term Deposits, Pension Fund Benefits, Securities and Instruments: shares, money market, debentures and securitized debts, warrants, certificates and other instruments acknowledging debt, bonds, derivative instruments, participatory interest in Collective investment scheme, foreign currency denominated investments instrument, friendly society benefits

▪ Category II – intermediary services:

- Securities and Instruments: shares, money market, debentures and securitized debts, warrants, certificates and other instruments acknowledging debt, bonds, derivative instruments, participatory interest in Collective investment scheme, foreign currency denominated investments instrument.

▪ Category III – intermediary services:

- Securities and Instruments - Shares

FNB declares the following:

- FNB holds the prescribed professional indemnity insurance.

- FNB earns commission and/or remuneration, according to the Long Term and Short Term Insurance Acts.

- FNB has a written mandate to act for MMI Group Limited (“MMI”) and FirstRand Life Assurance Limited (FirstRand Life).

- The product supplier’s products are provided under a contract between the product supplier and FNB.

- FNB performs binder and outsourcing functions for MMI and FirstRand Life and it collects binder and outsourcing fees for doing this.

- FNB takes responsibility for the actions of its authorized representatives insofar as they are providing financial services (some of whom may be providing FAIS financial services under supervision).

- The contact details of the FAIS Ombud are published on our website at [www.fnb.co.za](http://www.fnb.co.za) and in our product terms and conditions. You can also contact us on 087 575 9404 to get this information. You can request assistance from the Ombud if you believe that your complaint has not been resolved satisfactorily by us with 6 (six) weeks of lodging your complaint. You need to refer the dispute to the Ombud within 6 (six) months of the issue remaining unresolved with FNB.

## 10. GENERAL

▪ At certain times, FNB may be prevented from providing banking or other services, products, or goods to you or its customers or fulfilling its obligations to you because of things or events that are outside of its control. This includes, but is not limited to, involuntary interruptions outside of FNBs control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes. In such cases FNB will not be responsible for any failure to perform any of its obligations to you or its customers or any person, and its obligations will be suspended, for as long as such interruptions continue. FNB may at its discretion give you prior notice of interruptions and changes, but it has no duty to do so. Without limiting the clauses before, FNB will not be legally responsible to you, any customer or person for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, whether brought by an individual or any entity, because of any service interruptions that were beyond FNBs reasonable control.

▪ TAKE NOTE: FNB endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this FNB can do any of the following things if it considers it is necessary to do so, or if South African and international laws, rules regulations restrictions and policies (“the laws”) require it to do so:

- FNB may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. FNB will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.

- FNB can refuse to do business with any person or entity that it considers undesirable.

- FNB will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
- FNB can end its relationship with a customer.
- FNB can monitor any transactions and instructions.
- FNB can request further information before acting on any instruction or transaction. FNB can verify any transaction or instruction or recipient before processing it. This may result in a delay in FNB carrying out the instruction.
- FNB can refuse to carry out any instruction or transaction.
- FNB can place a hold on any account or facility.

You agree to assist FNB to comply with the laws by providing FNB with all the information and documents it requires. If you fail to do so or provide false information FNB can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you. TAKE NOTE: FNB will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if it does any of the things mentioned above, or anything else necessary to comply with the laws.

- You must tell us immediately if you are placed under an administration order, or if you are sequestrated or in the process.
- If your estate is provisionally or finally sequestrated or if you pass away or become legally incompetent the full amount you owe us will be payable and access to the money in your account will be restricted.
- If we need to take legal action against you, one of our managers (who do not need to prove his appointment) will produce a certificate, which shows the amount you owe us. If you don't agree with this certificate, you will have to prove that it is wrong.
- In the case of fraud, suspected fraud, or where the law forces us, we can freeze or close your account or stop a service without notice to you.
- If there is a dispute about any matter or record, our records (certified as correct by any FNB manager whose authority need not be proved) will serve as prima facie proof. This means it will be treated as correct unless you can prove it is not.
- Unless we agree to this, you may not cede (transfer) or pledge (promise) any of your rights or delegate (transfer) any of your duties under your and our agreement.
- While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage.
- Every clause of the agreement and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of the agreement/rules are invalid. The rest of the agreement and rules will still apply.
- The headings in clauses in our agreement and rules are included for your reference only and must not be used to interpret the agreement or rules.
- Unless it is clear from the context, in the rules and this agreement a reference to the singular includes the plural and vice versa.
- If you live outside the common monetary area (South Africa, Namibia, Swaziland, and Lesotho) additional rules apply to you. See our non-resident terms and conditions.
- The words "including or include" must be read as "including, but not limited to".
- For purposes of interpreting the agreement or any rules any reference to FNB includes its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.
- We may end this agreement at any time by giving you reasonable notice of this.
- We can change the terms and conditions that apply to you, the way you access your accounts, any services we provide. We can also add new rules, products or stop existing products at any time. We will only notify you of material changes and unless you cancel this agreement before the date on which the changes take effect, you will be bound to them.
- No changes to this agreement or any rules and no waiver (giving up) of any of our rights will be binding on us unless it is recorded in writing and signed or issued by our authorised representatives.
- If the law allows, we have the right, without notice to you, to combine any or all accounts that you may have with us and to set off any amount that you owe us against any amount you have in any of your accounts. However, we reserve the right to combine only some of your accounts and then we will be entitled to claim from you any amount for an account that has not been combined.
- In addition to this agreement, you will continue to be bound by any tacit (unspoken or implied) agreement between you and us about any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.

- Unless we say otherwise South African law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.