

PROMOTION FOR FNB CONNECT UNLIMITED VOICE CALLING
TERMS AND CONDITIONS FOR THE PERIOD COMMENCING 1 DECEMBER 2016 AND ENDING 18 JUNE 2017
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These Terms and Conditions will apply to you if you take up the FNB Connect Unlimited Voice Calling package (Unlimited package) from First National Bank (FNB), and will form the basis of your Agreement with FNB. Unlimited voice calling refers to the unlimited voice calling to any national mobile network including Telkom fixed line and Neotel fixed line.

These Terms and Conditions, the FNB General Terms and Conditions, and FNB Connect Terms and Conditions shall apply when you take up the Unlimited package (available on our website www.fnb.co.za).

For enquiries on the FNB Unlimited package, please contact our call centre on 087 575 0147. FNB affirms that it adheres to the provisions of the Consumer Protection Act 68 of 2008, the National Credit Act 24 of 2005, and other applicable and relevant rules, standards and legislation.

FNB may change these terms & conditions, or the products available due to changes in legislation, changes to the agreements with our suppliers, and/or changes to FNB's business rules.

1. WHO QUALIFIES TO TAKE UP UNLIMITED VOICE CALLING OFFER FROM FNB?

- 1.1 This package is made available to private individuals for personal usage, subject to a credit approval process.
- 1.2 To qualify for the Unlimited package, you must have an active qualifying FNB Account in good standing. For details on qualifying FNB Accounts, please refer to the FNB Connect Terms and Conditions
- 1.3 FNB reserves the right to decline any application for the Unlimited package. This includes applications by subscribers who cancelled an Unlimited package within the previous (6) six months, and/or customers who were identified as having previously abused the fair usage policy.

2. WHAT IS INCLUDED IN THE OFFERING?

- 2.1 You may select one of the following Unlimited packages:

Product	Price and Term	Rewards
Postpaid Unlimited voice calling SIM + 100MB & 50SMS	R393 per month on a month to month basis, Monthly caller identity fee of R6.00, Once off activation fee of R50 Monthly itemised billing fee of R10.00.	Rewards will be earned only on the once off bundles and recurring bundles purchased
Top Up Unlimited voice calling SIM + 100MB & 50SMS	R393 per month on a month to month basis, Once off activation fee, Monthly caller identity fee of R6.00.	Rewards will be earned only on the once off bundles

- 2.2 The price of R393.00 per month is only available for 12 months from the date of take-up of the promotion, if taken up during the promotional period.
- 2.3 There shall be no carry over of minutes, as the minutes allocated under this offer are unlimited, subject to a fair usage policy.
- 2.4 A limitation of 2 Unlimited Voice packages per customer, shall apply.

3. WHAT IS EXCLUDED FROM THE UNLIMITED VOICE CALLING PROMOTION?

- 3.1 This promotion and its associated benefits cannot be used for commercial or business purposes which include, but may not be limited to: International bypasses, Internet cafes, Wi-Fi Hotspots, server hosting, call centre, least cost routing or payphones. This shall be deemed prohibited use, and the

unlimited voice calling service will immediately be suspended pending an investigation. This prohibited use list may change from time to time without prior notice.

- 3.2 This promotion excludes International Roaming and voice calls to non-qualifying numbers/services. Non-qualifying numbers/services include, but are not limited to premium rated numbers, international numbers, toll-free numbers, sharecall numbers, smartaccess numbers, Wi-Fi calling, conference calling, video calling and VoIP.
- 3.3 Calls made to non-qualifying numbers will be charged according to the standard applicable rate for the applicable service.

4. FAIR USAGE POLICY

- 4.1 FNB reserves the right to apply measures to ensure that your actions do not negatively impact the experience of other customers or sustainability of the Unlimited package. These measures are termed as a Fair Usage Policy, and are determined at FNB's sole discretion.
- 4.2 A fair usage policy shall apply where customer may be deemed to be abusing the Unlimited voice calling package.
- 4.3 The Fair Usage policy shall apply as follows:
 - 4.3.1 The SIM shall not originate calls to more than 150 unique MSISDN numbers.
 - 4.3.2 The SIM must receive incoming traffic. The percentage of incoming traffic in relation to outgoing traffic should at least be 5% (Incoming traffic excludes calls received from the FNB Connect's Mobile network).
 - 4.3.3 The SIM may not be restricted to a fixed, geographical location.
- 4.4 Where high usage/abuse of these benefits is detected:
 - 4.4.1 FNB will notify subscribers of the abuse.
 - 4.4.2 Subscribers shall be required to immediately refrain from abusing the service,
 - 4.4.3 Where subscribers continue to abuse the service, they will be charged at the standard out of bundle rates; and/or
 - 4.4.4 FNB may migrate the subscriber to a more suitable product; and/or
 - 4.4.5 FNB may terminate any further voice services.
- 4.5 Failure to adhere to these rules shall be deemed a breach of these terms and conditions, and FNB reserves the right to suspend/terminate this service at its discretion.
- 4.6 FNB further reserves the right to suspend/terminate this service where any fraudulent activity is suspected.
- 4.7 FNB reserves the right to suspend the service in the event of suspected abuse where non-compliant devices as specified by the regulating body ICASA are being used on the FNB Connect host network. For details, please visit the ICASA website.

5 HOW AND WHEN MAY YOU PAY FOR THE UNLIMITED VOICE CALLING OFFER?

- 5.1 You hereby authorise us to collect monthly instalments via debit order from your qualifying FNB account, on a date agreed upon.. The first instalment date will be the date you select. Should the payment day fall on a Sunday or public holiday, you authorise us to debit your account on the previous processing day. Should there be insufficient funds in the qualifying FNB account, FNB may electronically track your account and continue presenting the instruction for payment until you satisfy the payment instruction. In the event that your account is in arrears, you authorise us to present the instruction for payment to collect the arrear amounts. The sum of the payment instructions will never exceed your payment obligations. Subsequent payment instructions will continue to be delivered until the payment obligations have been met or until you cancel this Debit Order Authorisation. The authority and mandate may be ceded or assigned to a third party only if this agreement is also ceded or assigned to the third party. This authority and mandate may be cancelled by you or us, however, such cancellation will not cancel your payment obligations.

6 EARLY CANCELLATION

- 6.1 A cooling off period of 7 (seven) calendar days will apply from the date you enter into this agreement or

take delivery of Unlimited Voice calling promotional Products.

6.2 Should you cancel this agreement after the 7(seven) calendar days cooling off period, you will become legally responsible to pay FNB an early cancellation penalty.

7 FAILURE TO PAY FOR THE UNLIMITED VOICE CALLING OFFERINGS

7.1 Should you fail to pay any amount due to FNB under this agreement, this would be deemed to be a default under this Agreement.

7.2 Where you commit a default under this agreement, FNB will inform you in writing, and provide you with 15 (fifteen) calendar days to remedy the default and/or breach. Should you fail to remedy the default within 15 (fifteen) calendar days of delivery of the written notice, FNB may exercise its rights as set out below:

FNB may, without limiting its rights, on written notice to you either:

- a) demand that you perform all your obligations under this agreement, and/or
- b) cancel this agreement, and/or
- c) take legal action against you. Legal costs will be charged on an attorney and client scale.

8 LIMITATION OF LIABILITY

8.1 We will not be liable for any loss or damage which you incur arising as a result of:

- 8.1.1 Loss of your SIM card, which loss you fail to report to us.
- 8.1.2 Any event which is beyond our control including but not limited to delays, cancellations, duplicate purchases, or force majeure.
- 8.1.3 Delays in delivery. We will not be liable for any loss or damage you may suffer if the voice services sim card/s are not delivered within our estimated or agreed delivery times.
- 8.1.4 Errors and omissions. We reserve the right to correct at any stage all errors and omissions of the advertised prices of voice services.
- 8.1.5 We reserve the right to withdraw and change, from time to time and without prior notification, any advertised discount on voice services. FNB cannot be held liable for any damages, howsoever arising, which you have may have suffered, relating directly and/or indirectly to such withdrawal and/or change of an advertised discount.

9 DISPUTE RESOLUTION

9.1 If a dispute arises between you and FNB, you can send a complaint to us at connecthelp@fnb.co.za or care@fnb.co.za. You may also dial 147 from connect a SIM card or call 087 575 0147 to report a complaint. FNB will respond to you in writing where applicable.

9.2 If your dispute is not resolved, you can lodge a dispute with the Ombudsman for Banking Services at telephone number (011) 712 1800, or www.obssa.co.za.

9.3 You can also refer the matter to the National Consumer Commission with contact details: 086 026 6786 or www.nccsa.org.za, or
The National Consumer Tribunal with contact details:
012 683 8140 or www.thenct.org.za

10 GENERAL

10.1 The laws of the Republic of South Africa govern this agreement.

10.2 While FNB may give you extra time to comply with your duties to us under this agreement or decide not to exercise some or all of our rights against you, you must not assume that this means that our agreement with you has been changed, or that it no longer applies to you, or that FNB has waived (given up) all or some of its rights. FNB can still insist that you comply with your duties to it, or enforce any of its rights against you at a later stage.

10.3 Every clause in this agreement is severable from the other clauses in this agreement. This means that even if a court finds that one or more clauses are invalid the rest of the clauses will still apply.

10.4 If FNB needs to take legal action against you, one of our employees (who need not prove his/her appointment) will produce a certificate to the court, recording the amount you owe us. If you disagree with this certificate, you will have to prove that it is incorrect.