

Executive Summary

This agreement regulates your relationship with FirstRand Bank Ltd (“FRB” or “We”), part of a group of companies called the FirstRand Group (“FRG”). The FirstRand Group includes the following entities and brands:

- First National Bank;
- WesBank;
- Rand Merchant Bank;
- FirstRand Investment Management Holding Limited (Ashburton);
- FirstRand Life Assurance Limited;
- Direct Axis SA (Pty) Limited;
- Each business unit, branch and/or representative office of any business of FirstRand Limited;
- Any other subsidiaries of FirstRand Limited or companies connected to FirstRand Limited; and
- Any of FirstRand Limited’s associates, cessionaries, delegates or successors in title or appointed third parties such as its authorised agents, advisors, partners and contractors

We are a processor of personal information (PI) as defined in the Protection of Personal Information Act (POPIA). During our relationship, we will need to process your PI to provide banking and related services. This includes processing through third parties such as:

- third party data operators to confirm your identity, address details (incl. the Department of Home Affairs) and Credit Bureaux for credit records
- Google Maps for location services
- Mobile Network Operators and Electricity Providers to complete your pre-paid purchase instructions etc.
- Other third parties, similar to those listed above but this will be restricted to entities that enable us to enhance our banking relationship with you or on whom we have to rely to provide a service to you.

We’re an Accountable and Reporting Institution subject to Anti-Money Laundering and Tax regulation. We’ll need to confirm your identity, address and income details periodically and may need to report information about you to national and international tax authorities.

A full explanation of the FirstRand Group, our processing and marketing practices and the terms and conditions of this agreement are provided below and in the FirstRand Privacy Policy.

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A. Our RELATIONSHIP

1. Who are We?

- a. FirstRand Bank Limited is an Authorised Financial Services Provider ; a Registered Bank in terms of the Banks Act and a Registered Credit Provider: NCRCP20.
- b. For the purposes of this Relationship Agreement, FirstRand Bank Limited provides products, goods, services, benefits and rewards in the following categories:

	Transact	Borrow	Invest	Insure	Rewards Value Adds
	WesBank provides products in the vehicle and asset finance category.				
	RMB Private Bank, providing the ability to transact, borrow, invest, insure & protect (ongoing fiduciary, wealth management and risk advice, relevant to the different stages of your life.)				

2. How does this Relationship Agreement work and what does it cover?

Our relationship with you is made up of the following legal documents, which must be read together:

- a. This **Relationship Agreement**;
- b. **Additional Terms and Conditions for the products, goods, services, benefits and rewards you are taking up with us**;
- c. All **Application Forms** you have completed or may complete to apply for products, goods, services, benefits and rewards; and
- d. All **Quotes** received when taking up products, goods, services, benefits and rewards.
- e. You can get more information about our products, goods, services, benefits and rewards using our available service channels.
- f. All products, goods, services, benefits and rewards will have their own Terms and Conditions which we refer to as the **Additional Terms and Conditions**. The Additional Terms and Conditions will apply to you when you use the products, services, goods, benefits and rewards.
- g. You must contact us if you do not understand any part of this Relationship Agreement or the Additional Terms and Conditions.
- h. If there are conflicts or differences between this Relationship Agreement and the Additional Terms and Conditions of any products, goods, services, benefits and rewards, the Additional Terms and Conditions will apply.

3. What do these words mean?

Account	An account you hold with any of the companies within the FirstRand Limited Group.
Benefit	A benefit you get with any of the companies within the FirstRand Limited Group.
FirstRand Limited Group	This includes: FirstRand Bank Limited; <ul style="list-style-type: none"> • First National Bank; • WesBank; • Rand Merchant Bank; • FirstRand Investment Management Holding Limited (Ashburton);

	<ul style="list-style-type: none"> • FirstRand Life Assurance Limited; • Direct Axis SA (Pty) Limited; • Each business unit, branch and/or representative office of any business of FirstRand Limited; • Any other subsidiaries of FirstRand Limited or companies connected to FirstRand Limited; and • Any of FirstRand Limited's associates, cessionaries, delegates or successors in title or appointed third parties such as its authorised agents, advisors, partners and contractors
Goods	Goods have the meaning as defined in the Consumer Protection Act
Product	A product you select with any of the companies within the FirstRand Limited Group.
Reward	A reward refers to an incentive or return for achieving some set standard, usually not monetary in kind
Service	A service you select with any of the entities within the FirstRand Limited Group.
We, Us, Our	Any of the product or service providers, or entities within the FirstRand Limited Group
You	Each person, 18 years or older, entering into this Relationship Agreement If you are younger than 18, you need your parent or legal guardian's consent to use the service channels or accept any of the terms, unless you have been emancipated by a court order to act without your parent or guardian's consent.

4. How To Contact Us

<p>WE RECORD ALL TELEPHONE CALLS</p> <p>We may record all telephone calls we make to you as well as the calls you make to us in order to:</p> <ul style="list-style-type: none"> • Check that we have carried out your instructions correctly and that we are meeting our regulatory obligations; • Help detect or prevent fraud or other crimes; and • Improve our services to you and other customers. <p>Should you have any questions for us please contact us</p>

B. ACCESSING YOUR PRODUCTS

- a. You are able to access your products, services, benefits and rewards by using our service channels. These service channels may include:
 - Branch Network;
 - Online Banking;
 - ATM
 - Cell phone Banking;
 - Our Banking App; and
 - Telephone Banking;
 - IVR (interactive Voice Response)
- b. You are responsible for making sure you have the necessary compatible devices and service capabilities (access to data) to use the service channels.

- c. **Information provided on the service channel is not an offer or professional advice to you –**
- Unless we actually make an offer to you, all material on the service channels is only an invitation to you to do business with us.
 - The contents of the service channels, including all registered and unregistered trademarks, is owned by us and are our intellectual property rights. You may not copy, reproduce, display or use any intellectual property in any manner whatsoever without our prior written consent. Nothing on the service channels must be seen as granting any licence or right of use of any intellectual property. You may not establish any connection, including via a hyperlink, frame, Meta tag or similar reference, whether electronically or otherwise to any part of the service channel or the Bank's website without our prior written consent.
- d. **Our cookie policy –**
- A cookie is a small piece of data sent from our websites or applications to your computer or device hard drive or Internet browser where it is saved. The cookie contains information to personalise your experience on our websites or applications and may improve your experience on the websites or applications. The cookie will also identify your device, like the computer or smart phone.
 - By using our websites or applications you agree that cookies may be forwarded from the relevant website or application to your computer or device. The cookie will enable us to know that you have visited the website or application before and will identify you. We may also use the cookie to prevent fraud.
- e. Some of the service channels may not be available from time to time due to maintenance, or circumstances out of our control. You may use our other available service channels during this time.
- f. **Authorised Users and Additional Cardholders**
- You may appoint persons to use your products, services, benefits and rewards through the service channels on your behalf.
 - Additional Cards may be linked to an account and may be issued to people you have chosen to receive an Additional Card. Cards are issued in their names. These people are referred to as Additional Cardholders.
 - This relationship will also apply to all those Authorised Users and Additional Cardholders when using the service channels on your behalf.
 - Transactions by an Authorised User and Additional Cardholders will be deemed to be your transactions and you will be liable for all amounts owed to us from the use of the Additional Card.
 - You must tell us in writing if an Authorised User or Additional Cardholder's access rights must be changed or cancelled by completing and signing the required mandate.
 - When an Authorised User or Additional Cardholder's access is cancelled, any cards issued must be returned to us, or destroyed.
- g. **Electronic instructions**
- You will be required to verify your identify each time you access our service channels.
 - Verification may be in various forms.
 - All electronic communications that are sent to us after you have met our verification requirements during logon will be treated as valid and authentic.

- After verification, electronic communications will have the same legal effect as written and signed paper communications with you. To protect you, we can refuse to act on any instructions you send us and can cancel your access (temporarily or permanently) if the verification requirements are not met. This includes when you enter the wrong password.

h. inContact Notifications

- inContact is a messaging service which provides you with notifications of certain account activity via SMS to your selected Mobile number and/or email to your email address and/or, IM (Instant Message) to your linked Banking App. Should you elect to receive your inContact notifications via your Banking App be advised that we will first attempt to send you an IM and should we be unable to do so, we will send you an SMS.
- You may incur a fee for the inContact Notification Service. Kindly refer to our pricing guide located at fnb.co.za for the full fee structure.
- 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.
- 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 your 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 dialing *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 updated electronically using the Online Banking channel, by contacting the customer contact centres or by visiting a Branch .
- If you are a registered Online Banking customer your inContact number can be used to receive your One Time Pin (OTP). Should your OTP and inContact numbers be different from each other you must maintain them individually. Be advised therefore if your OTP number differs from your inContact number, your OTP number is not automatically updated when you change your inContact details.

C. PROTECTING YOUR ACCOUNT

- a. You play an important role in protecting yourself against fraud. For your safety you must follow the Security Tips provided on our Channels, currently the FNB Banking App and our website.

What you must do if you suspect or know about fraud on your account?

- b. You must immediately tell us when you become aware that a suspicious transaction has taken place and you must open a case at the nearest South African Police Services (SAPS) office. We will investigate any loss that you suffered because of the alleged fraud. You must co-operate with us and the SAPS in any investigation. We will pay you back once it has been established that you suffered financial loss as a direct result of the fraud and only if certain conditions are met, as determined by the specific business unit providing the product, good, service, reward or benefit.

Note: This section does not apply if the fraud or suspected fraud was committed by an Authorised User or Additional Cardholder

D. FEES, CHARGES, INTEREST AND STATEMENTS

- a. To help you to check the transactions on your account we may make account statements available to you or you may contact us to get a statement. You must check your statements carefully.
- b. 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.
- c. The use of our products, goods, services, benefits and rewards are subject to certain fees, charges and interest and these will appear in your statements. We may charge you an additional fee for extra statements you request, but only if the law permits us to do so.
- d. 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.

- e. All fees are non-refundable.
- f. We may charge for all enquiries we receive from you about a payment, unless we have made a mistake, but we will tell you what the charge is before we start investigating.
- g. 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.

E. WHEN AND HOW CAN WE MAKE CHANGES TO THE TERMS OF THE RELATIONSHIP AGREEMENT?

- a. This Agreement may need to be updated from time to time. We can foresee some of the reasons why it would be fair for us to do this, and have listed them below, but we may in the future also want to make changes for other reasons.
- b. You can generally close an affected account, if there are no amounts owing by you, and end your relationship with us if you do not want to accept any change we tell you about.
- c. **How and when will we tell you about changes**
 - Personal notice is a notice provided directly to you, for example in a letter, e-mail or in a statement message, SMS or insert;
 - Publishing is to make the information available on our website, on our App and anywhere you can get our terms in printed format.

d. Meaning of words we have used:

regulatory requirement	Any law, regulation, code or industry guidance that applies to us, including a requirement of, or undertaking given to, a court, a regulator, governmental agency, ombudsman or similar body.
eligibility	We will decide who qualifies (eligibility) for any of the accounts, value added benefits, products, goods, services, offers and competitions we make available. We set the criteria for this and will communicate this to you.
non- material changes	Any changes that do not result in a penalty to you or is not to your disadvantage
material changes	Any changes that have a serious result, could lead to a penalty to you or that change the relationship between us

- e. **What can we change?**
 - We can change the general conditions of this Relationship Agreement as set out below
 - We can make a change for the reasons set out below or for any other reason we cannot foresee now.

<u>Reason:</u>	<u>Example:</u>
A change in regulatory requirements	We may have to update our security terms because new legislation has introduced stricter standards

To do something positive for you	We may have to change our terms of use for self-service channels because we have updated our App for you.
Any other change that affects us, if it is fair and reasonable to pass the impact of the change to you	We may introduce new ways in which to combat fraud or make changes to the terms of our App to reflect changes in technology
An update in technology or the systems or channels we use	We may need to make changes if we discontinue or change an existing banking system or a channel changes
To make changes to the format of the Agreement or to some of the terms of the Agreement	We may change the layout or remove certain sections or add something new that we have developed

Type of change	Notice	Timing of notice before the change	Your rights
Non-Material	Published	As soon as possible, normally within 10 days	You can end your relationship or cancel your account with the bank, provided that you give the right notice and if there are any penalties for early closure, it will be your responsibility.
Material	Personal	30 days before change	You can end your relationship or cancel your account with the bank, provided that you give the right notice and if there are any penalties for early closure, it will be your responsibility..

- f. **What are your rights if you want to close or switch an account or end a product, service, benefit or reward in response to our notice of a change?**
- g. For a change where we give you advance notice, you can tell us you do not want to accept the change (see 'How to contact us'). We will take this as notice that you wish to end the Agreement or close or switch your account immediately (which may require you to repay any overdraft on the account) or end the affected benefit or service. If there is normally a charge for closing or switching your account, it will not apply in these circumstances. If we do not hear from you before the date on which the change comes into force, we will regard you as accepting the change on that date.
- h. For a change where we do not give you advance notice, or where we give you immediate notice, we will also regard you as accepting the change on that date. If you no longer want the change to apply to you, you can generally close your affected accounts or end your relationship with us at any time, unless the Additional Conditions say you cannot. Please contact us for further details.

F. WHO IS RESPONSIBLE FOR ANY LOSS?

- a. We undertake to ensure, as may be possible, that the service channels are provided to you in a secure and reliable manner. We shall take reasonable care to prevent harm and loss to you. Although we take reasonable care to prevent harm or loss to you, we will not be liable for any kind of loss or damage you may suffer, including direct, indirect, special, incidental or consequential damages, because of your use of, or inability to use, the services. This will not apply where the loss/damage arose because of our negligence. In addition to the above we are not liable for the following (except where such loss or damage is caused by our negligence or intent):
- any loss or damage, which you or any other party may suffer due to unauthorised interception and/or

monitoring;

- any loss or damage if you did not take reasonable steps to safeguard your account, the PIN or passwords, and/or follow the steps recommended by the Bank from time to time;
- late or delayed transactions;
- loss or damage arising from the unauthorised use of the service channel including where a user exceeds their authority;
- we not responsible for any errors or delays in communication systems where outside of our control

b. Our responsibilities:

You act fraudulently	You are responsible
You let another person use your card or your security details for your account	You are responsible
You don't follow our security recommendations for any reason	You are responsible
If someone uses your card before you receive it	We are responsible, unless you have acted fraudulently
After you've told us that your card or security details have been lost or stolen and you can prove you have notified us	We are responsible only for transactions that happened after you had notified us of the lost / stolen card or security details, unless you have acted fraudulently
If we haven't provided the facilities for you to tell us that your card or any security details have been lost or stolen	We are responsible, unless you have acted fraudulently
If you've asked us to make a payment and provided the correct payment details	We're responsible, unless we can prove that the recipient's bank has received the payment within the usual timescales for making the payment
You've provided us with incorrect payment details or instructions	You are responsible
If you are defrauded because your device was compromised	You are responsible
If you are defrauded because you used a third party app or site we will treat this as a voluntary compromise of your login details and confidential information and we will not be legally responsible to you or any other person for any loss or damage you or they suffer.	You are responsible
You or any other person suffers loss or damage because you gave the incorrect or incomplete information, including by error, when you transact, or make payment instructions.	You are responsible We do not verify the identity or Bank account details of the person you are paying and do not compare the account number against the details of the person you are paying, therefore it is your responsibility to make sure that the

<p>Certain transactions cannot be reversed or stopped once you send them to us, for example, when you buy pre-paid products.</p>	<p>information you give us is correct.</p>
<p>If you are not sure if a transaction has been sent or received or processed and you submit an instruction again resulting in the same transaction being processed again.</p>	<p>You will be responsible for such duplicated transactions. The bank will not reverse any payment instruction after it has been processed. FNB will not accept an instruction to stop the payment of a validly drawn instrument after it is paid. All payments we or you have made to a merchant for any transaction are final and irreversible, unless a reversal is allowed by the Visa rules and regulations as published by Visa from time to time.</p>
<p>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.</p>	<p>It is your responsibility to monitor your transactional account, and not to use those reserved funds.</p>
<p>If you have a bank account as a product, you may only instruct the bank 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. .</p> <p>You must contact the bank and arrange for a temporary overdraft, before you instruct the bank to process a payment instruction that will cause you to spend more than the available balance in your transactional account.</p>	<p>You are responsible to ensure that you have sufficient funds in your account</p> <p>Take note that the available balance in your transactional account does not include the money available in linked accounts.</p> <p>The bank will not carry out payment instructions if there is no available balance in the transactional account. However at the bank's discretion it can carry out your payment instructions even if there is no available balance in the transactional account. If this happens the bank will charge you a fee for each payment instruction.</p> <p>The bank can immediately demand repayment from you for the amount you overspent on your transactional account (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 the bank demands payment you agree that the bank can charge you interest (default (<i>mora</i>) interest) as allowed by law.</p>
<p>If you or we end this agreement you will still be responsible to us for all transactions, instructions and fees.</p>	<p>You are responsible</p>
<p>The service channels can be used to set up</p>	<p>It is your responsibility to cancel any scheduled top ups and</p>

<p>scheduled top ups and recurring services, ending the agreement does not mean these scheduled top ups or recurring services will also be cancelled.</p>	<p>any recurring services or payments you set up on the service channel.</p>
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G. VALUE ADDS

a. To qualify for any Value Added products, goods, services, benefits and rewards, your FirstRand Limited Group relationship must be in good standing. **Good standing** means that none of your accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FirstRand Limited Group of companies. **Legal process** means any legal proceedings in any court of law involving you and FirstRand Limited Group of companies including but not limited to: business rescue, collections, liquidation, administration and sequestration proceedings. For the purposes of this clause, legal process will exclude debt review as envisaged in S86 of the National Credit Act 2005, but this will still have an effect on the qualifying criteria of all Value Added products, goods, services, benefits and rewards,.

b. **Secure Chat**

- Secure Chat is a chat service allowing FNB and RMB Private Bank customers who have qualifying accounts; and have downloaded and activated the FNB or RMB Private Bank Banking Apps (“The Banking Apps”); to interact with their team of Bankers (“Bankers”) or suites (“the Banking Suites”)
- Secure chat is only available in English and is limited to the primary account holders of qualifying FNB and RMB Private Bank accounts who additionally have the authority to mandate Bankers to perform transactions on their behalf.
- Use of the service is dependent you meeting the eligibility criteria, as well as on your continued compliance with the conditions and rules for the type/s of account/s held with FNB or RMB Private Bank; applicable laws; regulation and industry rules.
- There is currently no fee for the use of the service; however, FNB and RMB Private Bank reserve the right to charge a fee at a later stage.
- Neither FNB nor RMB Private Bank assume liability for loss; whether direct or indirect; or damage which you may suffer from using the service such as loss or damage resulting from typographical errors, duplicate instructions issued to Bankers or delayed messages due to a loss of connectivity not occasioned by FNB or RMB Private Bank.

H. LEGAL

i. INTERPRETATION

- The headings in clauses in our Agreement are included for your reference only and must be not be used to interpret the Agreement.
- Unless it is clear from the context, in this Agreement a reference to the singular includes the plural and vice versa.
- The words “including or include” must be read as “including, but not limited to”.

- For purposes of interpreting the Agreement, any reference to us includes our successors and assigns, and any of our officers, agents, staff and authorised representatives acting on its authority

ii. SET-OFF (using money in one account to meet a debt on another account)

Where the law gives us the right we may: Place your money (credits) on hold until we have a discussion with you about any amount you owe us; Set-off any outstanding amounts that are due and payable against money (credits) in other accounts you have with us; and We will notify you if we apply set-off.

iii. ENDING THIS AGREEMENT – TERMINATION (EXIT CLAUSE)

By	Reason	Notice	Example (possibly hidden text)
You	Any reason (unless any Additional Terms and Conditions contain any limitation on ending your relationship with us)	None (we may ask you to confirm in writing)	
Us	We have the right to act according to our own judgment and decide to end your relationship with us immediately.	We will give you sufficient (enough) notice to make other banking arrangements , before ending the relationship	<p>If we reasonably consider/ suspect that there is illegal or fraudulent activity on or connected to any one of the products, services, benefits or rewards you have with us.</p> <p>We consider your relationship with us to be undesirable.</p> <p>If we believe that your behaviour was inappropriate or constitutes misconduct.</p> <p>By continuing the relationship we may be exposed to action from or prosecution by any government, regulator or other authority or may break a regulatory or legal requirement.</p>
Us	Any other reason	30 days in writing	Possible product specific here?

- If you no longer have access to the equipment or services necessary to use the service channels. E.g. Cellphone Network Service Provider removes your registered cellphone number from its network or ends your contract.
- If your account is closed.
- If you don't use the service channel for a period of 6 (six) months or more. If we end the agreement because of this the accountholder will have to register again.
- You may end this agreement by notifying us in writing or by phoning our call centre. If you or we end this agreement you will still be responsible to us for all transactions, instructions and fees.

iv. YOUR AND OUR ADDRESS FOR SENDING CORRESPONDENCE AND LEGAL NOTICES

- We may communicate with you using any means (electronically, fax, paper).

- Where we have stated a specific manner of communication in the Additional Terms and Conditions, that will be the manner in which we will communicate with you
- 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, Bank City, 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 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.

v. YOUR PERSONAL STATUS

- You must tell us immediately if you are placed under an administration order, are sequestered.
- If your estate is provisionally or finally sequestered 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.

vi. RECORDS AND CERTIFICATES OF BALANCE

- If there is a dispute about any matter or record, our records (certified as correct by any of our managers 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.

vii. FORCE MAJEURE (CIRCUMSTANCES BEYOND OUR CONTROL)

- At certain times, we may be prevented from providing banking or other services, products, or goods to you or fulfilling our obligations to you or our customers, because of things or events that are outside of our control. This includes, but is not limited to, involuntary interruptions outside of our 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 we will not be responsible for any failure to perform any of its obligations to you or our customers or any person, and our obligations will be suspended, for as long as such interruptions continue. We may at our discretion give you prior notice of interruptions and changes, but

we have no duty to do so. Without limiting the clauses before, we 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 our reasonable control.

viii. WHOLE AGREEMENT:

- This Relationship Agreement makes up the entire agreement between us in relation to general terms and conditions and supersedes all proposals, oral and written, between us on this subject, always subject to the additional terms and conditions of any product, service and benefit you take up.
- In addition to this Relationship Agreement, you will continue to be bound by any tacit (unspoken or implied) agreement between you and us about any product, service and benefit, the common law and by the present-day customs, procedures, practices and usage existing among bankers.

ix. SEVERABILITY

- Every clause of this Relationship 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 and be enforceable.

x. ADDITIONS AND ALTERATIONS

- 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.

xi. WAIVER

- 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.

xii. CESSION AND ASSIGNMENT

- You may not cede (transfer) or pledge (promise) any of your rights or delegate (transfer) any of your duties under this relationship, unless otherwise agreed to by us.

xiii. GOVERNING LAW

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

xiv. JURISDICTION AND COSTS

- We can bring any action against you under this Relationship Agreement 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.

xv. TAX REPORTING

- This clause relates to tax reporting and withholding for customers, subject to the tax regime of certain other

countries (including the US);

- Any of the companies within the FirstRand Limited Group may be required by legislation or by agreement with tax authorities to report certain information about you or your relationship with us, including information about your accounts –
 - To the South African Revenue Services (SARS) who will then report directly to the tax authorities in other countries (where we reasonably think or are required to presume or where you have specifically indicated that you are subject to tax).
 - To any other relevant tax authority
- If we are required to report information about you or your relationship with us (or both), we may also need you to give us further information, documents or certifications about your identity, tax residence, nationality and status.
- If we are required to report information about your accounts, you agree that:
 - You will provide additional information and documents that we need from you. If you do not provide us with information or documents we need, we may need to report you to SARS as being non-compliant and we may need to prevent you from transacting on your account until you have provided the necessary information
- PLEASE NOTE that we will not be liable to you for any loss you may suffer as a result of our complying with legislation or agreements with tax authorities in accordance with this condition.

xvi. HOW WE TREAT YOUR PERSONAL INFORMATION:

- In this clause FSR means: FirstRand Bank Limited, FirstRand Limited, any affiliate companies, its associates, concessionaries, delegates or successors in title and / or third parties (like its authorised agents and contractors).
- How we use your information:
 - FSR will 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 bureau 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.
- 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 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 for more information on our privacy practices.

xvii. ANTI-MONEY LAUNDERING (AML)

- We endeavour to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this we can do any of the following things if we consider 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:
 - We 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. We will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
 - We can refuse to do business with any person or entity that we consider undesirable.
 - We 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.
 - We can end our relationship with a customer.
 - We can monitor any transactions and instructions.
 - We can request further information before acting on any instruction or transaction. We can verify any transaction or instruction or recipient before processing it. This may result in a delay in us carrying out the instruction.
 - We can refuse to carry out any instruction or transaction.
 - We can place a hold on any account or facility.
- You agree to assist us to comply with the laws by providing us with all the information and documents We require. If you fail to do so or provide false information we 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.
- We will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if we do any of the things mentioned above, or anything else necessary to comply with the laws.

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

Full name, registration number and FSP Number.	First National Bank (“FNB”), a division of FirstRand Bank Limited Registration No. 1929/001225/06. FSP No. 3071 and FSP No. 624
Physical and Postal Address	6th Floor, 1 First Place, Simmonds Street, Bankcity, 2001

	P O Box 1153, Johannesburg, 2000
Contact details for general enquiries	Tel – 0860 11 22 44/ +27 11 369 1088 (International) website- www.fnb.co.za
Compliance officer	Compliance Officer (FSP No. 3071) Tel: 087 343 0303 Compliance Officer (FSP No. 624) Tel: 087 311 3445
Complaints	Tel – 0860 11 22 44 Fax - (011) 632 2317 Email – care@fnb.co.za

FNB is approved as a FAIS Category I, II and III licensee. FNB is authorized by the Financial Services Board to provide FAIS financial services for the following financial products:

- Category I – Advice and Intermediary Services: o 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: o 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, debentures and securitised debt, warrants, certificates, other instruments acknowledging debt, and participatory interests in Collective Investment Schemes.

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 performs binder and outsourcing functions for FirstRand Life Assurance Limited and it receives 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 and in the Additional Terms and Conditions. You can also contact us on 0860 11 22 44 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 months of the issue remaining unresolved with FNB.

The contact details of the Ombudsmans are as follows:

Consumer Goods and Services Ombud

0860 000 272

info@cgso.org.za

Fax: 086 206 1999

Association House

Bond Street Business Park

Cnr Bond Kent Street

Randburg

PO Box 3815

Randburg

2125

Credit Ombud

0861 662 837

ombud@creditombud.org.za

Fernridge Office Park, 5 Hunter Street, Ferndale, Randburg

The National Credit Regulator (NCR)

0860 627 627 (call centre) or +27 (11) 554 2700 (switchboard)

+27(11)805 4905

complaints@ncr.org.za

Number 127, 15th Road,

Randjespark

Midrand

P.O. Box 209

Halfway House

1685

www.ncr.org.za

Ombudsman for Banking Services

Ground Floor, 34 Fricker Road, Illovo, Johannesburg

011-712-1800

www.obssa.co.za

xix. SPECIFIC CONSENT REQUIRED:

Consent to Process your personal information and the marketing of FirstRand Group Products and Services:

The FirstRand Group requests your consent to process your personal information and to inform you about our beneficial products and services. You may request us to stop marketing to you at any time. The FirstRand Privacy Policy informs you how we use your information and about our marketing practices