

RMB PRIVATE BANK TRANSACTIONAL BANK ACCOUNT TERMS AND CONDITIONS



This important document sets out your and our rights and duties to each other. Read this document carefully. Keep this document for your records. You must contact RMB Private Bank if you do not understand any part of this document or if you are not sure which parts of this document apply to you.

CONTENTS

RMB Private Bank Cheque Account Rules	2
Premium Savings Pocket	2
Bank Your Change	3
RMB Private Bank Youth and Student Accounts	3
Non-Resident Cheque Account Rules	4
Non-Resident Blocked Cheque Account Rules	4
General Terms and Conditions for Customers who are Non -Residents	5
General Rules for RMB Private Bank Transactional Bank Accounts	5
RMB Private Bank Debit Cards	7
RMB Private Bank Cheque Cards	7
RMB Private Bank Petrol Cards	7
General Terms & Conditions that apply to Debit Cards	8
RMB Private Bank General Terms & Conditions	10
RMB Private Bank Notification Service Terms (InContact – our SMS notification service)	13
Remote Banking Agreement (If you use Cellphone or Online or Telephone Banking or RMB Private Bank.Mobi or RMB Private Bank App)	13



RMB PRIVATE BANK CHEQUE ACCOUNT RULES

NOTE: These rules apply to your RMB Private Bank Cheque Account. The General Rules for RMB Private Bank Transactional Bank Accounts also apply to you.

WHO QUALIFIES FOR THIS ACCOUNT?	Each RMB Private Bank Cheque Account has its own minimum income/age requirement. Visit www.rmbprivatebank.com for more information or contact us. These requirements may change from time to time. If you no longer qualify for the account you have or if your income/balance falls below any required amount, you agree that we can do any of the following: We can automatically transfer you to another suitable RMB Private Bank Cheque or transmission account; or We can close your account. Before we do this we will give you reasonable notice.
REQUIRED BALANCE	To qualify for certain pricing you may have to keep a minimum balance in your account. Please see our pricing guide for information on the minimum balances that are required in order to qualify for the different pricing options on RMB Private Bank Cheque Accounts. You must deposit your regular monthly income into this account. You must do this within six months of opening the account. We can cancel this agreement and close your account (after giving you reasonable notice to comply) if you don't do this.
FEES YOU MUST PAY	Fees apply on this account. Refer to our latest pricing schedule for more information which is available at any RMB Private Bank branch or on www.rmbprivatebank.com
INTEREST YOU WILL EARN	No interest is earned on this account. If you have a linked savings pocket account you will earn interest on that account.
PAYMENT DEVICES/ INSTRUMENTS	A Cheque book is available on request. You can apply for our available Debit Cards which include RMB Private Bank Visa Cheque Card, RMB Private Bank Visa Electron Debit Card, or RMB Private Bank Petrol Card. Terms & Conditions apply.
BANKING CHANNELS	Subscription is available to certain self-service banking channels. Visit www.rmbprivatebank.com for more information or contact us. Terms & Conditions apply. Refer to our latest pricing schedule for information on fees and charges.
OVERDRAFT FACILITY	An overdraft facility is available on this account, subject to approval. You must apply for this separately. Terms & Conditions of the credit agreement will apply to you once we grant you the facility even if you don't use the overdraft facility.
STATEMENTS	You are entitled to one free statement per month.
GOOD STANDING	This means that none of your FirstRand Bank Limited accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FirstRand Bank Limited. Legal process means any legal proceedings in any court of law involving you and FirstRand Bank Limited, including but not limited to: business rescue, collections, liquidation, administration and sequestration proceedings. Legal process excludes debt review as provided for in s86 of the National Credit Act.

PREMIUM SAVINGS POCKET RULES

- When you open the Savings Pocket, you must set up an electronic scheduled payment for the minimum amount we say from time to time. This will ensure that money is transferred from your RMB Private Bank Cheque Account ("Cheque Account") into your Savings Pocket account at regular intervals.
- The balance in your Savings Pocket may not fall below the minimum account balance we require from time to time. Should the balance fall below the minimum balance, it is your responsibility to rectify this.
- No transactions will be allowed on the Savings Pocket other than the transfers between your Cheque Account and Savings Pocket and the scheduled payments from your Cheque Account to your Savings Pocket. You cannot use your Savings Pocket to make payments.
- You understand that transferring funds between your accounts can take up to 2 (two) business days.
- You may not transfer more funds to your Cheque Account than you have available in the Savings Pocket.
- The Savings Pocket may not be overdrawn. This means you may not use more money than you have in your Savings Pocket.
- The Savings Pocket is linked to your RMB Private Bank Cheque Account. This means that if your Cheque Account is closed, your Savings Pocket account will also close. You may not change your Savings Pocket into another type of account.
- We calculate interest on the daily balance in your Savings Pocket and will pay you interest every month into your Savings Pocket.
- We can change the interest rate at any time without giving you prior notice.
- But we will advise you of the interest rate on your bank statement, or through notices in the media, in our branches or via our website www.rmbprivatebank.com
- If your Cheque Account is to be closed, any money in your Savings Pocket will be transferred to your Cheque Account.



BANK YOUR CHANGE RULES

- If you have selected RMB Private Bank “Bank Your Change”, we will round up the amount charged on each successful point of sale card transaction you do on your debit or cheque card to the nearest Rand, and add this in your RMB Private Bank Account balance. You can also choose to have an additional “Top up amount” deducted and added to your RMB Private Bank Account automatically.
- We will check the available balance on your RMB Private Bank Account every week and if there are, sufficient funds in your Bank Account the added “savings” will be transferred from your Bank Account into your Savings Pocket or the account that you have selected for your “Bank Your Change” to be deposited into.
- “Bank Your Change” will automatically be closed if your Bank Account is not in good standing e.g. overdrawn or you owe us money. You may reapply for “Bank Your Change” when your Account returns to good standing.

RULES FOR RMB PRIVATE BANK YOUTH & STUDENT ACCOUNTS

These rules will apply to you if you have a youth or student Account (“account”). These rules together with our General Terms and Conditions form the agreement between you and us. We may change these rules from time to time.

If you are under the age of 16 then these terms & conditions will also apply to your parent or legal guardian (with the appropriate amendments). In these rules the words “you” or “your” means the account holder and if the account holder is a minor, the account holder’s parent/ guardian, where the context allows.

ACCOUNT	Requirements you must meet to qualify for the account	
	AGE LIMITS	OTHER REQUIREMENTS
RMB Private Bank Youth Account	0-16	Your legal guardian or parent must help you open and operate this account.
	16-18	None. You can open and operate the account on your own.
RMB Private Bank Student Account*	18 - 25	You must be studying for a degree or diploma at a recognised tertiary education institution. You must NOT be working full time

If you no longer qualify for the account (because of your age or for any other reason) you agree that we can do any of the following: We can automatically transfer you to another suitable RMB Private Bank transactional account; or

We can freeze or close your account. We will give you reasonable notice

before we do this.

IF YOU ARE YOUNGER THAN 16 (SIXTEEN) YOUR PARENT OR LEGAL GUARDIAN MUST HELP YOU TO OPEN AND OPERATE YOUR ACCOUNT

Until you turn 16 your parent or legal guardian (“guardian”) must help you to conclude all transactions on the account.

Your guardian is responsible for supervising or restricting your use of any device that allows you to transact on the account e.g. by supervising the use of a debit card to withdraw funds from an ATM or for point of sale purchases etc.

Once you turn 16 you are allowed to operate the account on your own. The account must not be overdrawn. This means you may not spend more money than you have in the account. You must update your information with us e.g. provide your bar-coded Identity Document and update signatures, contact details etc. The minor older than 16 years can then conclude all transactions on the account and is solely responsible for use on any device that allows him/her to transact on the account e.g. use of a debit card to withdraw from an ATM or a point of sale purchase, etc.

FEES YOU MUST PAY US

For information about the fees you must pay on your account see our latest Pricing Guide which is available on our website or from any RMB Private Bank branch. Different fees apply to different transactions and to different banking channels.

All transactions, fees and charges will be shown on your transaction history, on the ATM mini statement of the account or on a transaction record from one of our branches.

We may at any time amend or introduce new fees for the use of the account. We will give you reasonable notice if we change our fees or introduce new fees.

INTEREST

You will earn interest on the credit balance on your RMB Private Bank Youth Account. Interest is calculated daily and is paid into your account monthly.

We can change the interest rate from time to time.

You can view the interest rates that apply to your account at any RMB Private Bank branch or RMB Private Bank Online. Interest rates are quoted as annual rates.

OTHER

Debit cards have their own rules. You will be bound to those rules once we issue you with the debit card. Banking channels also have their own rules.



NON-RESIDENT CHEQUE ACCOUNT RULES

These rules apply to account holders and any authorised account users (“you”) once you apply/register for/use the account or any device linked to the account, whichever happens first. In addition to these rules the following rules also apply to you:

Non-Resident Terms & Conditions –setting out the rules and restrictions that apply to ALL RMB Private Bank customers who don’t live in the common monetary area. General Rules RMB Private Bank Personal Bank Accounts - such as cheque, transmission and demand savings accounts.

RMB Private Bank Card Terms & Conditions – if you use any RMB Private Bank Debit Cards to transact on your account. Remote Banking Channel Terms – If you use any RMB Private Bank banking channel to transact on your account.

You can request a copy of these terms from any RMB Private Bank Branch, by contacting us at the numbers below or by visiting www.rmbprivatebank.com

WHO QUALIFIES FOR THIS ACCOUNT?	Individuals who are older than 18 and who live outside of the common monetary area. If you don’t meet the requirements for this account for any reason, you agree that we can do any of the following: We can automatically transfer you to another suitable RMB Private Bank account; or We can freeze or close your account. Before we do this we will give you reasonable notice.
REQUIRED BALANCE	None
FEES YOU MUST PAY	Fees apply on this account. Fees depend on the pricing structure selected by you. Refer to our latest pricing schedule for more information. Available at any RMB Private Bank branch or on www.rmbprivatebank.com .
INTEREST YOU WILL EARN	No interest is earned on this account.
CHEQUE BOOK AND TRANSACTIONS	A cheque book is available on request. Only certain transactions are allowed on this account. Visit our website for more information or call our call centre.
HOW YOU CAN DO YOUR BANKING?	You can do your banking via the following banking channels: RMB Private Bank Branches, Online Banking, Telephone Banking, Cellphone Banking. Terms and Conditions apply.
STATEMENTS	You are entitled to one free statement via email per month.
CONTACT US	Office hours: (For general queries) +27 (0)11 352 5025, or After hours: (For general queries) +27 (0)11 369 1111; or To report lost or stolen cards: +27 (0)11 369 1189

RMB PRIVATE BANK NON-RESIDENT BLOCKED CHEQUE ACCOUNT RULES

These rules apply to account holders and any authorised account users (“you”) once you apply/register for/use the account or any device linked to the account, whichever happens first. In addition to these rules the following rules also apply to you:

Non-Resident Terms & Conditions –setting out the rules and restrictions that apply to ALL RMB Private Bank customers who don’t live in the common monetary area. General Rules RMB Private Bank Personal Bank Accounts - such as cheque, transmission and demand savings accounts.

RMB Private Bank Card Terms & Conditions – if you use any RMB Private Bank Debit Cards to transact on your account. Remote Banking Channel Terms – If you use any RMB Private Bank banking channel to transact on your account.

You can request a copy of these terms from any RMB Private Bank Branch, by contacting us at the numbers below or by visiting www.rmbprivatebank.com

WHO QUALIFIES FOR THIS ACCOUNT?	Individuals who are older than 18 and who live outside of the common monetary area. If you don’t meet the requirements for this account for any reason, you agree that we can do any of the following: We can automatically transfer you to another suitable RMB Private Bank account; or We can freeze or close your account. Before we do this we will give you reasonable notice.
REQUIRED BALANCE	None
FEES YOU MUST PAY	Fees apply on this account. Fees depend on the pricing structure selected by you. Refer to our latest pricing schedule for more information. Available at any RMB Private Bank branch or on www.rmbprivatebank.com .
INTEREST YOU WILL EARN	No interest is earned on this account.
TRANSACTION	Only certain transactions are allowed on this account. Visit our website for more information or call our call centre. Access to the withdrawal of blocked funds is restricted.
HOW YOU CAN DO YOUR BANKING?	You can do your banking via the following banking channels: You can only transact on the account at an RMB Private Bank Branch or via our call centre on +27 (0)11 352 5025.
STATEMENTS	You are entitled to one free statement via email.
CONTACT US	Office hours: (For general queries) +27 (0)11 352 5025, or After hours: (For general queries) +27 (0)11 369 1111; or To report a lost or stolen card: +27 (0)11 369 1189



GENERAL TERMS AND CONDITIONS FOR CUSTOMERS WHO ARE NON-RESIDENTS

- Non-Residents are persons who are ordinarily resident, domiciled or registered outside the Common Monetary Area (South Africa, Lesotho, Namibia and/or Swaziland). If you are a Non-Resident and you have an account with us, these terms & conditions will apply to you and all of your account(s), in addition to the other terms & conditions that apply to you and your account(s).
- You must comply with the Exchange Control laws, requirements and restrictions that apply to you and your accounts, set by the South African Reserve Bank or otherwise, including those rules that govern how and when you can make payments or transfers from or to your account(s) ("legal requirements"). It is your responsibility alone to check and comply with the legal requirements. By transacting on your account(s) you confirm that you understand the legal requirements and that you have complied with the legal requirements fully.
- Any funds that you deposit or transfer into any of your account(s) may only come from one or a combination of the following sources:
 - From foreign currencies that have been converted into Rands.
 - From other Non-Resident bank accounts.
 - By re-depositing money you have withdrawn from your Non-Resident account(s).
 - From South African residents provided that any payments or transfers into your account(s) by them is made and recorded according to the legal requirements.
 - We can place a hold on your funds if you do not comply with these terms & conditions or any of the legal requirements or as required by law. If we place a hold on your funds you will not be able to withdraw or transfer the funds from your account(s).

GENERAL RULES FOR RMB PRIVATE BANK TRANSACTIONAL BANK ACCOUNTS

The specific account rules and the following rules apply to the RMB Private Bank Personal Bank Accounts ("accounts"). These rules also apply to any person you allow to operate the account. The RMB Private Bank General Terms & Conditions, which are available on www.rmbprivatebank.com also apply to you. You must read all these rules and terms & conditions carefully. They contain important information about your and our rights and duties to each other. You must contact us if you don't understand any part of the terms & conditions.

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

You may only instruct us to process payment instructions (such as debit orders; scheduled payments; debit card purchases or cheques) if you have enough money available in your transactional account (available balance). For the purposes of this agreement (your transactional bank account) "available balance" means the credit balance less the amount of un-cleared funds deposited and the amount of funds reserved for other purposes. (Note: that any funds reserved for point of sale transactions will only be processed against your transactional account when the merchant has successfully banked transactions with their bank. Until this occurs, it is your responsibility to monitor your transactional account, and not to use those reserved funds). The available balance in your transactional account does not include the money available in linked accounts like the linked Premium Savings Pocket.

You may not request or apply for a credit agreement by instructing us to process a payment instruction where there is no available balance in your transactional account.

We will not honour payment instructions where there is no available balance in the transactional account. However (in exceptional circumstances, due to an error or at our discretion) we may honour payment instructions where there is no available balance in the transactional account.

We will charge a service fee for honouring these payment instructions. The service fee will be charged per payment instruction honoured.

We have the right to immediately demand repayment from you of the amount overspent on the 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 demanded to do so, we may charge default (mora) interest as allowed by law.

For applicable fees, interest and charges, kindly view our pricing guide at www.rmbprivatebank.co.za.

Please contact us and arrange for a temporary overdraft, before you instruct us to process a payment instruction that will cause you to spend more than the available balance in your transactional account.

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). You must also keep in mind that certain beneficiaries may have special



processing requirements that may delay the payment further. We are not responsible for any loss or damage because of any mistakes you make when you create or send us payment instructions. We do not check the bank account details or identity of beneficiaries.

3. CANCELLING OR REVERSING TRANSACTIONS

We will not reverse any payment instruction after it has been processed. We may (if possible) try to reverse an instruction, if the person we paid has an account with RMB Private Bank and they give us written consent to do so. If the beneficiary has an account with another financial institution (bank), our role is only to pass on your instruction. We will not be responsible for anything which that financial institution does or fails to do. We 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 prepaid purchases.

4. CHEQUE DEPOSITS

If a payment instrument (such as a cheque) is deposited into your account, we 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 instrument is dishonoured or not paid, we will debit (charge) your account with the amount of the unpaid or dishonoured instrument and we will send the instrument back to you at your own risk. We are not responsible for mistakes because of incorrect information provided by you or on your behalf. We do not check if you are legally entitled to the proceeds of any instrument when it is deposited into your account. You agree that we may clear cheques using any clearing system used by clearing banks.

5. INTEREST YOU WILL EARN

Please refer to your statement or contact us or visit any RMB Private Bank branch for information about the interest you will earn on your account. We quote interest rates on an annual basis and calculate interest on your account's daily ledger balance. We can change the interest rate daily without giving you notice. We 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

We have the right to end this agreement and close your account at any time after we give you reasonable notice of this. You can end this agreement by giving us notice in writing.

If this agreement ends the following rules apply:

- The full amount you owe us for all transactions remain payable by

you, subject to any arrangements you have with us on your account. You must return any cheque books, debit, cheque or petrol cards we gave you.

- You must not withdraw funds from your account until we have processed all outstanding transactions.
- To cover what you may owe us after the agreement ends you agree that we can keep sufficient funds in the account.

7. DORMANT (IN ACTIVE) ACCOUNTS

If you don't use your account for more than one year we can close it or if your account balance is less than the amount as advised by us from time to time. We will not notify you before we close 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 we close the account, we will transfer the money to an RMB Private Bank suspense account for safekeeping. You have the right to claim this money for a period of 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. NOTIFICATION SERVICES

Notification Terms & Conditions apply. Please note that you must query any unauthorised transactions on your account within 24 hours from the time the inContact message was sent to you. If you don't do this you may be responsible for that transaction.

RMB Private Bank recommends that you use inContact, a free notification service offered as part of your account. InContact notifies you when there is any activity on your account shortly after it happens so that you will know if there are unauthorised transactions on your account. This is so you can immediately take steps to prevent them and minimise your loss by contacting us. This is additional to any statement RMB Private Bank sends you. Because of this, if you decide to cancel inContact you agree that you will alone be responsible for those unauthorised transactions on that account.

9. RULES THAT APPLY TO CHEQUES

We may 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. We are not required to pay cheques in certain circumstances, including when the cheque is post-dated, stale, is not properly drawn, or if it does not appear regular or genuine, or appears to have been changed without the necessary signatures. Payment of an instrument may be delayed to give us time to check the signature on the instrument and the identity of the person or entity to whom the instrument is made out. You must make special arrangements if you want to speed up the processing time. 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 us and request us to stop payment of the lost or stolen cheque. Under the Clearing House Rules (“CHR”) we may not honour any cheques that are drawn for more than the prescribed maximum amount and we will not be responsible for any costs because of this. You must use other ways to pay amounts that exceed this maximum amount. Your use and our processing of these cheques are governed by the relevant legislation, the common law, CHR and the terms and conditions printed on the chequebook cover and each individual cheque, and these terms and conditions.

RULES FOR RMB PRIVATE BANK DEBIT CARDS

These terms & conditions (“rules”) apply to your use of the RMB Private Bank debit cards issued by RMBPrivate Bank.

These rules will apply to you from the time you apply for or use the card, whichever happens first.

These rules constitute an agreement between the accountholder (“the customer”), the cardholder, any additional cardholders and the bank. In these rules “you” or “your” refers to the account holder and all cardholders and “us”, “our”, “we” or “the bank” only refers to the bank.

These rules must be read in conjunction with all the other terms & conditions that apply to your relationship with us, including the General Rules that apply to all RMB Private Bank Personal Debit Cards.

LINKING THE CARD	This card can be linked to multiple cheque or transmission accounts (excluding the Mzansi account)
USE RESTRICTIONS	
CARD MAY BE USED TO DO THE FOLLOWING:	This card (together with the PIN) may be used to: withdraw cash from an ATM and selected point of sale (POS) devices, perform any standard ATM function at a RMB Private Bank ATM, obtain a balance of the Account at an ATM and selected POS devices, and purchase goods and services from Suppliers who display the VISA or MasterCard logo (as applicable), purchase fuel (at retailers discretion), register for online banking.
CARD MAY NOT BE USED TO DO THE FOLLOWING:	To purchase or transact by mail order, telephone or electronically, as a reference for recurring payments, including debit orders, subscription fees and membership fees.
Report lost/stolen cards to the following number: 0800 110 132	

RULES FOR RMB PRIVATE BANK CHEQUE CARDS

These terms & conditions (“rules”) apply to your use of the RMB Private Bank cheque cards issued by RMB Private Bank. These rules will apply to you from the time you apply for or use the card, whichever happens first.

These rules constitute an agreement between the accountholder (“the customer”), the cardholder, any additional cardholders and the bank. In these rules “you” or “your” refers to the account holder and all cardholders and “us”, “our”, “we” or “the bank” only refers to the bank.

These rules must be read in conjunction with all the other terms & conditions that apply to your relationship with us, including the General Rules that apply to all RMB Private Bank Personal Debit Cards

LINKING THE CARD	This card can be linked to multiple cheque accounts.
USE RESTRICTIONS	
CARD MAY BE USED TO DO THE FOLLOWING:	This card (together with the PIN) may be used to: withdraw cash, obtain the balance on the Account, and deposit into the Account. This card (without the PIN) may be used to: purchase goods and services from Suppliers who display the VISA or MasterCard (as applicable) logo, purchase or transact by mail order, telephone and/or electronically, purchase fuel (at retailers discretion), and register for online banking.
CARD MAY NOT BE USED TO DO THE FOLLOWING:	The card may not be used as a reference for recurring payments, including debit orders, subscription fees and membership fees
Report lost/stolen cards to the following number: 0800 110 132	

RULES FOR RMB PRIVATE BANK PETROL CARDS

These terms & conditions (“rules”) apply to your use of the RMB Private Bank petrol cards issued by RMB Private Bank. These rules will apply to you from the time you apply for or use the card, whichever happens first.

These rules constitute an agreement between the accountholder (“the customer”), the cardholder, any additional cardholders and the bank. In these rules “you” or “your” refers to the account holder and all cardholders and “us”, “our”, “we” or “the bank” only refers to the bank.

These rules must be read in conjunction with all the other terms & conditions that apply to your relationship with us, including the General Rules that apply to all RMB Private Bank Personal Debit Cards.



LINKING THE CARD	The RMB Private Bank Petrol card can only be linked to one current account. Purchase limits can only be enforced if the purchase exceeds the merchant's floor limit.
USE RESTRICTIONS	
CARD MAY BE USED TO DO THE FOLLOWING:	The RMB Private Bank Petrol card may only be used at service stations or other outlets in the Republic of South Africa, which have contracted with a bank to accept the card, for the following: fuel, oil, lubricants, additives and related products, motor vehicle spares, parts and accessories, and motor vehicle maintenance and related services.
CARD MAY NOT BE USED TO DO THE FOLLOWING:	This card may not be used: to withdraw cash; to obtain the balance on the account, to make deposits into the account, to purchase or transact by mail order, telephone or electronically, as a reference for recurring payments, including debit orders, subscription fees and membership fees.
Report lost/stolen cards to the following number: 0800 110 132	

GENERAL RULES THAT APPLY TO ALL RMB PRIVATE BANK PERSONAL DEBIT CARDS

1. STEPS YOU MUST TAKE TO SAFEGUARD YOUR CARD AND PIN

To prevent someone from using your card without your permission you agree to take all reasonable steps to keep your card and personal identification number (PIN) safe. You must do the following:

You must follow the security requirements and recommendations we make.

- You must change any PIN we give you immediately. You must not tell anyone what your PIN is.
- You must keep your PIN secret and separate from the card.
- When you receive your card, you must immediately sign the back of the card with a ballpoint pen.
- Only the person named as the cardholder may use the card. You may not transfer the card to any other person and you must not allow any other person to use your card.
- The card may not be used for any illegal transactions. You alone are responsible for making sure that a transaction is lawful .
- You must use the PIN or sign a transaction slip, or do both if the supplier of any goods or services requires this.

- When your card has expired, you must destroy the card by cutting through the magnetic strip at the back of the card. This is to make sure nobody else can use your card.
- You must immediately call us if any of the following happens or even if you just think they may happen to stop your card:
 - If your card is lost or stolen.
 - If someone has obtained your PIN.
 - If someone uses your card without your permission.
- Only the customer may set and change the limits on the card.

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

If you use your card outside of the Common Monetary Area ("CMA") you must comply with the relevant exchange control regulations. Any transaction or payment made in a currency other than South African Rands will be charged to your account at the VISA or MasterCard rate of exchange that applies on the date of settlement. The transaction will be shown on your account statement in Rands. We must report any transactions outside the CMA to the South African Reserve Bank. You must not use the card to buy foreign lottery tickets and participate in online gambling activities. We have an obligation to decline any debit card transactions in the SA that relates to foreign lotteries or any gambling activities.

3. REPLACEMENT AND EXPIRY OF THE CARD

You may only use the card until it expires. The card is valid until the last day of the month of the expiry date shown on the card as the valid date. You must use your card at least once every 6 months. If you don't do this we can cancel your card. You can ask us to issue a new card if any of the following happens:

- Your card is lost;
- Your card is stolen;
- Your card is damaged;
- Your card has expired.

The same limits will apply to the new card. In certain cases we will automatically issue the renewal card. We may deliver the card to you or you may collect the new card at a RMB Private Bank branch once we have confirmed your identity.

4. OUR RIGHT TO DEBIT THE ACCOUNT OR DECLINE TRANSACTIONS

All transactions for purchases, services or cash withdrawals will be charged to your selected linked account. Each time the card or the card number (and PIN, where applicable) is used in a transaction; we can



charge the account with the transaction amount. We will do this even if no transaction slip or cash withdrawal voucher was signed. If there is not enough money in the account, we can refuse to authorise a transaction.

5. DISPUTES WITH SUPPLIERS

A dispute between you and any supplier of goods or services will not affect our right to charge your account or receive payment of the transaction amount from you. You do not have the right to:

- instruct us to refuse to pay the supplier; or
- request a charge-back of money already paid to the supplier; or
- any claim, or have the right to make any counter claim against us, or to apply set-off against us.
- The payment we make to a supplier for a transaction is final and irreversible, unless the VISA or MasterCard rules and regulations say otherwise or if the supplier duplicated the payment because of human or technical error. You must make any card -related disputes within 30 (thirty) days after the transaction date. Disputes must be made at the branch where your account is held. You must fill in the relevant dispute forms.

6. CHARGES, FEES AND OTHER COSTS

- We may charge you a card issuing fee for new cards.
- We may charge you a card delivery fee.
- We may charge you a card replacement fee if your card is lost, stolen or damaged. Your account will be charged with:
 - a fee for each transaction done with the card, as advised by us from time to time,
 - government charges and taxes (where applicable),
 - a dispute fee, if you made a dispute against a supplier for any purchase/transaction, and the purchase/transaction is proved to be correct,
 - and a voucher fee if you ask us for a copy of a voucher from a supplier (if available).
- Our fees are set out in our pricing brochure. It is available at any RMB Private Bank branch or on www.rmbprivatebank.com. Information about dispute and voucher fees are available from any RMB Private Bank Branch.

7. CARDHOLDER AND CUSTOMER ARE JOINTLY AND SEVERALLY LIABLE FOR ALL TRANSACTIONS

- The account holder may ask us to issue additional cards and PINs to additional cardholders.
- The account holder understands that once we issue the additional

cardholder with an additional card and PIN, that person will have unlimited access to the money in the account/s linked to the additional card. The cardholder accepts responsibility for all transactions done by the cardholder using the card. If the account holder does not pay us in full for the transactions, the cardholder will be jointly and severally liable to us as coprincipal debtor for all amounts and any other obligations arising out of these rules. All amounts include interest charged on the transaction amount/s and any fees and charges, owing to us on the account because of the use of the card.

8. YOUR LIABILITY FOR UNAUTHORISED TRANSACTIONS

You will be liable for:

- all unauthorised card-based transactions until we have been told about the loss or theft of the card;
- any unauthorised transaction that has been charged to the account by any other person using the PIN, unless the cardholder can prove that such person did not obtain the PIN as a result of the cardholder's negligence;
- any unauthorised transaction that has been charged to the account by any person other than the cardholder using the card for purchases/transactions made by mail order, telephone / or electronically, unless the cardholder can prove that such person did not get the card or card number because of the cardholder's negligence.
- We are not responsible for any loss the customer and/or cardholder suffers as a result of a failure, temporary breakdown or malfunction of
- any ATM or POS or other card payment device where applicable, resulting from circumstances beyond our reasonable control.

9. LOST CARD PROTECTION

- Lost card Protection is available for certain cards. It protects you against unauthorised and fraudulent use of the card, except for PIN-based transactions, from the time of the loss or theft of the card until you have notified us of the loss or theft.
- If either the customer or the cardholder is negligent in keeping the card safe or reporting the theft or loss of the card, they will not have any
- Lost card Protection.
- Any delay in reporting the loss or theft of the card to us, will be regarded as negligence. It will be the responsibility of the customer and the cardholder to prove that they were not negligent.



10. ENDING OUR AGREEMENT WITH YOU

- We may, at our sole discretion and without reason, end our agreement with you, or the cardholder's right to use the card. We will notify the account holder of this.
- We reserve the right to end this agreement and the cardholder's right to use the card immediately in any of the following circumstances:
 - In the case of fraud, or suspected fraud.
 - If we are forced to do so by law.
 - If the cardholder has not used the card for a reasonable period of time.
 - If it is necessary to protect our interests.
- The customer or the cardholder may end the agreement.
- The customer has the right to claim possession of the card from the cardholder on demand, but the customer is not entitled at any time to any knowledge or access to the cardholder's PIN, if issued or to use the card. The customer must notify us of possession of the card in writing, and must return the card to us.
- Even if this agreement ends, the customer's and the cardholder's remain legally responsible to us to pay for all card transactions, subject to the arrangements in place for the account.
- If the customer asks us to close the account, the card must be returned to us immediately. A 7 (seven) day period will apply before the account is closed to allow for any outstanding transactions to be settled.

11. GENERAL

- The card remains our property. This means you must immediately return it to us if we request this.
- If you are a minor (under the age of 18) then these terms & conditions will also apply to your parent or legal guardian (with the appropriate amendments).
- We may from time to time amend these rules, by notifying the customer of the changes. The customer undertakes to inform the cardholder of any changes to this agreement.
- If you are not happy with the changes, you have the right to end the agreement before the expiry of 21 (twenty-one) days after we sent you the notification of the changes.
- The changes will be binding on you and will form part of the agreement once the 21(twenty -one) day period expires.

RMB PRIVATE BANK GENERAL TERMS AND CONDITIONS

1. CARDHOLDER AND CUSTOMER ARE JOINTLY AND SEVERALLY LIABLE FOR ALL TRANSACTIONS

- This agreement will apply to you if you are an individual and you have any account with RMB Private Bank.
- This agreement sets out the general terms & conditions that apply to your and our relationship.
- You can transact on your account or obtain account information using different banking channels. We may also provide you with payment mechanisms such as a cheque book, a debit, cheque or petrol card. From time to time we may also make other services available to account holders. All of the above (banking channels, access mechanisms and services) are subject to their own rules. If you use these products/services these rules will also apply to you. To fully understand your and our rights and duties, you must read this agreement together with those rules.
- If there is a conflict between this agreement and the rules, the rules will apply.
- We can change this agreement and/or any of the rules at any time. We will tell you about any significant (material) changes to this agreement/the rules beforehand. Unless you cancel the agreement in question before the date the change comes into effect, we can assume that you agreed to the change.
- The words "you" or "your" means the account holder/customer and also includes any person the customer allows to operate on his/her account if the context allows for this interpretation.
- The words "us", "our", "we" or "the bank" only refers to RMB Private Bank.

2. FEES AND CHARGES

In return for providing you with banking products and services you agree to pay our fees and charges as set out in the rules and/or RMB's latest Pricing Guide. (A copy is available on www.rmbprivatebank.com or from any RMB Private Bank branch.) Unless we say otherwise all fees and charges are non-refundable.

We may change our fees/charges from time to time. We will advise you of this by giving you notice of the changes within a reasonable time before the increase/decrease takes effect.

3. STATEMENTS

- To help you to monitor transactions on your account we may make account statements available to you or you may request a statement from any RMB Private Bank branch. You must review your statements regularly.



- We may either make your statements available electronically (e.g. via online banking) or we may send you your statements via email.
- You may be charged an additional fee for statements requested over and above those normally provided. Statements are not automatically sent out on certain accounts. Please refer to the account rules/terms and conditions.
- Your statement will show all the transactions on your account for the period written on the statement.
- You must check each entry on your statement carefully as soon as you receive/retrieve your statement.
- You must report any errors or unauthorised transactions to us within 30 (thirty) days from statement date so where possible we can assist you to rectify the matter. If you don't do this we will be entitled to assume the statement and transactions were correct or authorised even if they were not. We will not be liable for any loss or damage you suffer because of this.
- Transactions carried out, but not yet credited or debited to your account will not appear on your statement.

4. HOW WE TREAT YOUR PERSONAL INFORMATION

- We will treat your personal information as confidential and take all reasonable steps to protect your personal information. We will only disclose your personal information if:
 - the law requires us to do so;
 - it is in the public interest to do so;
 - our interests require disclosure; or
 - you have given us your consent.
- In order to consider your application for any RMB Private Bank products or services or maintain a relationship with you, you agree that we may - as part of our checking and account maintenance processes – do the following:
 - Get certain of your personal information from any other party (e.g. a credit bureau or a government agency);
 - Disclose some of your personal information to these parties in order to get the information we need. If we do this we will never disclose more information than we need to.

5. 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 any legal notices or summonses to the following address, which we choose as our domicilium:
RMB Private Bank 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 RMB Private Bank Branch or by writing to us using the telephone number or address we have advised for this purpose. (If you change your street address, you must provide proof of your new address.) It may take up to 7 (seven) days for the change to be recorded on our systems.
- So we can maintain and update your records you agree that we may obtain your addresses and contact numbers from other companies in the FirstRand Limited Group. We will only use this information as per 4 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 post 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.

6. JURISDICTION AND COSTS

We can bring any action against you arising 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 incur in recovering any money you owe us, including, our legal costs on the attorney and client scale; collection charges; tracing fees, plus VAT.

7. AUTHORISEDUSERS

- If you complete the necessary bank form, we will allow another person to use your account.
- You will be liable for all debts incurred by such authorised users



including our fees and charges, any overdrawn amounts plus interest on those amounts. You will be liable for any actions and omissions on the part of the authorised user.

- You understand the risks involved in giving another person access to the account and have considered the restrictions that should apply.
- You must provide correct and up to date information about the authorised users on your account/s and you alone are responsible for deciding and checking what rights must be given to authorised users.
- You can cancel your authority at any time by completing the required bank forms. You will be liable for all transactions made before the authority was cancelled, including future dated payments and cheques.
- The authority given to any authorised users comes to an end when you terminate the authority or where the law provides, such as on your death or if you become legally incompetent.

8. GENERAL

- 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 become due and payable and access to the funds in your account will be restricted.
- If we need to take legal action against you, one of our managers (who does not need to prove his 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.
- In the case of fraud, suspected fraud, or where the law compels us, we can freeze or close your account and/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 RMB Private Bank manager whose authority need not be proved) will serve as prima facie proof unless you can prove the contrary.
- Unless we agree to this, you may not cede or pledge any of your rights or delegate 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.

- Each and every clause of the agreement and rules is severable from the others and the invalidity of one or more of the clause's will not affect the remainder of the agreement/rules, which will remain in full force and effect.
- The headings in clauses in our agreement and rules are included for 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 the singular includes the plural and vice versa.
- If you live outside the common monetary area additional rules apply to you. Please refer to our non -resident terms and conditions.
- The words "including or include" must be read as "including, without limitation".
- For purposes of interpreting the agreement or any rules any reference to RMB Private Bank includes its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.
- We may terminate this agreement at any time by giving you reasonable notice of termination.
- 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 amendment to this agreement or any rules and no waiver of any of our rights will be of any force unless it is recorded in writing and signed or issued by our authorised representatives.
- To the extent that we are permitted by law, 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 that we hold to your credit for whatever reason. However, we reserve the right to combine only some of your accounts and then we will be entitled to claim from you any amount in respect of an account that has not been combined.
- In addition to this agreement you will continue to be bound by any tacit agreement between you and us relating to 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.



RMB PRIVATE BANK NOTIFICATION SERVICES TERMS AND CONDITIONS

- These terms & conditions apply to inContact, inContact -Pro, Electronic Subscriptions and any other notification service
- The notification services we provide are a value add service, which is additional to any statement you may receive.
- You are responsible for ensuring RMB Private Bank ("we") has your correct cellphone numbers and email addresses. We will not be held responsible if your SMS or email is sent to the wrong number or address, if you have not updated your records with the bank. (The inContact section on the Online Banking website allows you to verify and update these details.)
- The inContact messaging service is designed to assist you and us to take steps to prevent unauthorised transactions. It will only cater for transactions that are greater than R100.01.
- You have 24 hours from the time an inContact message was sent to you to query any unauthorized transactions on your account. If you do not query the unauthorized transaction, within this time, then at our reasonable discretion, you will be deemed to have authorised the transaction and you may be liable for the transaction. You will be responsible for proving you were not negligent in notifying us.
- Because we depend on external service providers to deliver information, we cannot guarantee the accuracy or arrival of an SMS and/or email.
- If there is a dispute about whether or when you received a message our system records, confirmed as correct by our system administrator, will serve as prima facie proof of the date and time of sending a message.
- We accept no liability whatsoever, and you indemnify the bank against any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the use of these notification services, or arising from any delay or failure by us to send an email or SMS if this was as a result of the services of a network operator or because you didn't update your contact information. We make no representation or warranty, whether express or implied, as to the operation and functionality of the service.
- A notification will be deemed to have been received by you once it enters the communication system you designated for use and is capable of being retrieved by you.
- Notifications will be deemed to have been sent and received in South Africa.
- For purposes of calculating anytime GMT+2 will be used.

- By using or signing up for the service you acknowledge and agree to these terms.

REMOTE BANKING TERMS AND CONDITIONS

Date last amended: 18 October 2012

This agreement applies to you if you use any of the following self service banking channels: Online Banking, Cellphone Banking, RMB Private Bank.mobi, RMB Private Bank Application for smartphone and tablet banking ("RMB Private Bank App") and Telephone Banking. This important document sets out the rights and duties between you and FirstRand Bank Limited, with registration number 1929/001225/06 ("the bank"). If you are a Discovery banking customer, this document sets out the rights and duties between you and Discovery Holdings Limited with registration number 1999/007789/06 (Discovery). Any reference to the bank must be read to include Discovery. Read this document carefully. You must contact the bank if you do not understand any part of this document.

This agreement applies to an account holder who uses the bank's non card-based self-service banking channels, which include Online Banking, Cellphone Banking, RMB Private Bank.mobi, RMB Private Bank App and Telephone Banking. In this agreement we call these self-service banking channels "the service channels".

This agreement also applies to any person(s) the account holder appoints to use the service channels on their behalf (e.g. to do transactions on their accounts). In this agreement these persons are called authorised users.

In this agreement, the following words will have the following meanings:

The words, "you" or "your" means the account holder and their authorised user/s. The words "us," "we" or "our" only means the bank. Before you can use the service channels, you must register on the service channel. RMB Private Bank customers, refer to www.rmbprivatebank.com, Discovery customers refer to www.discovery.co.za and RMB Private Bank customers, refer to www.rmbprivatebank.com ("the website") for more information on how to register for the different service channels.

If you are younger than 18, you must get your parent or legal guardian's consent to use the service channels, unless you have been emancipated. "Emancipated" means the court has given you the right to act without your parent or guardian's consent.

WHEN DOES THIS AGREEMENT START?

This agreement starts as soon as any of the following happens:

- When you register to use any of the service channels.
- When you get access to be able to use any of the service channels or download any software that enables you to access the channels.
- When you actually use any of the service channels.



OTHER TERMS & CONDITIONS THAT ALSO APPLY TO YOU

This agreement applies along with the other terms & conditions of the bank that govern your accounts, our services and our relationship with you.

Certain of the products and services that we make available to you on the service channels also have their own terms and conditions. If applicable, see:

- Prepaid Products: See Network Operator or service provider terms & conditions that apply to prepaid products like airtime or prepaid electricity.
- Lottery: Please see National Lottery Rules that apply when you buy lottery tickets. Visit www.nationallottery.co.za for more information. If you play the National Lottery using cellphone banking then the following rules will also apply to you: RMB Private Bank Cellphone Banking National Lottery Rules.
- TAB Soccer 6- See Phumulela's Rules & Regulations on TAB website: www.tabonline.co.za for more information on Rules that apply to the TAB Soccer 6.
- RMB Private Bank Connect Terms and Conditions for RMB Private Bank connect services which are available on the RMB Private Bank App. Visit www.rmbprivatebank.com for more information.

You must read this agreement together with all these other relevant terms & conditions.

If there is a conflict (difference) between this agreement and any other product terms & conditions, the provisions of the other product terms & conditions will apply. If the conflict relates to the use of the service channel, this agreement applies.

YOU MUST COMPLY WITH ANY USER GUIDELINES WE PUBLISH ON THE SERVICE CHANNELS

For your protection and to ensure that the service channel works correctly, you must comply with the user guidelines we put on the service channels from time to time. If there is a conflict (difference) between this agreement and the guidelines, this agreement will apply instead of the guidelines.

HOW WE MAKE TERMS & CONDITIONS AND OTHER INFORMATION AVAILABLE TO YOU

From time to time we may include hyperlinks to terms and conditions ("Terms") on the service channels. Where it is not possible to use a hyperlink, we may refer to the Terms on the service channels. You must follow our instructions or the hyperlink and read the Terms, as they form part of the agreement between you and us. If the service channel you are using does not enable you to access the Terms via a hyperlink for any reason, you must visit our website, our branches or contact us (contact details are available on the website) or follow our instructions to get a copy of the Terms. Any terms & conditions we refer to are important. You must read them carefully because they contain important

contractual information. Due to space constraints on some channels we sometimes only refer to terms & conditions as "T&Cs".

IF YOU ARE A CONSUMER YOU HAVE CERTAIN RIGHTS UNDER SOUTH AFRICA'S E-COMMERCE LEGISLATION CHAPTER VII OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 ("ECT ACT")

If you are a consumer as defined in the ECT Act and the goods and services you are using are not excluded from protection, you may have certain rights as a consumer under Chapter VII of the ECT Act. A consumer is defined in the ECT Act as a natural person who enters or intends entering into an electronic transaction with a supplier as the end user of the goods or services offered by that supplier. For more information on these rights visit Acts Online or www.acts.co.za or http://www.acts.co.za/ect_act/index.htm and see Chapter VII. If you need more information about this please contact us. Nothing in this agreement will be interpreted to deny consumers of any of the rights given to them under the ECT Act.

FEES YOU MUST PAY TO USE THE SERVICE CHANNELS

The fee you must pay includes a services fee for use of the service channel and a transaction fee for the transactions you do on the service channel. For more information about the service channels fees that you must pay to use the service channel please refer to our pricing guide. A copy can be obtained on the website or from any branch of the bank. The fees will be collected (debited) from the bank account you choose for this. If you don't pay our fees we may refuse to give you access to the service channels.

YOU ARE RESPONSIBLE FOR MAKING SURE YOU HAVE THE NECESSARY EQUIPMENT AND SOFTWARE TO USE THE SERVICE CHANNELS

To be able to access the service channels you must have the necessary hardware, software and access to third-party communication services. You will be responsible for paying the cost of this and the cost of any upgrades that you require. To access Online Banking you need to have access to a computer that has an active account with an Internet Service Provider (ISP) and an Internet browser software program. To access Cellphone Banking you need to be activated via your cellphone and cellphone network service provider. To use the RMB Private Bank App you will need to have the required smartphone which has the required software. You will also need to download the free RMB Private Bank App from the app store. You will be responsible for paying the relevant network or wireless and data service charges that you incur when using the service channel via your chosen communication device. You are responsible for the equipment you use to access the service channels. We have no control over the equipment, software or service providers. We are not responsible for any error or delay that may arise as a result and are also not responsible if you are unable to access the service channels because of your equipment, software or services provided to you by third parties.



FOR YOUR PROTECTION AND SECURITY YOU MUST ENTER THE CORRECT ACCESS INFORMATION TO IDENTIFY YOURSELF WHENEVER YOU USE OR LOGON TO THE SERVICE CHANNELS

Since we deal with each other in a non-face to face environment, for your security you will need to enter the correct access information or take any other steps acceptable to us for us to verify your identity and the electronic communications you send us using the service channels each time you logon to the service channels. This is known as “verification”. Access information, includes any physical devices we give you to allow you to logon to the relevant service channel like your Telephone Banking card or your e-Reg Card, which you use with your PIN (personal identification number) or access number, or Cellphone Banking PIN. All electronic communications that are sent to us after you have met our verification requirements during logon will be treated as valid and authentic. This means that these electronic communications will have the same legal effect as written and signed paper communications from you. To protect you, we can refuse to act on any instructions you send us or can cancel your access (temporarily or permanently) if you don't meet the verification requirements. This includes where you enter the wrong access codes.

WE ARE ENTITLED TO ACT ON AND ACCEPT ALL TRANSACTIONS DONE AFTER YOUR ACCESS CODES HAVE BEEN ENTERED OR APPLIED

Since we deal with you non-face-to-face we will act on and accept all instructions or transactions (“transactions”) done after your correct access codes have been entered and you meet the verification requirements set by us. We will assume that all such transactions have been authorised by you, even if such transactions took place without your knowledge or consent or were not authorised by you. This will not apply to transactions that occur after you have requested that we cancel your access codes.

AUTHORISED USERS ACT ON YOUR BEHALF AS YOUR AGENT

By allowing an authorised user to access your account using the service channel, you give that person the authority to act as your agent. This means that anything the authorised user does or doesn't do will be attributed to you. In other words their actions or failure to act (omission) will be considered by us as your actions or failure to act (omission). For your convenience, we may allow you to access other RMB Private Bank products, services or sites through or on the self-service channels without requiring you to log on to these sites.

Note: This means that anyone who is able to log on to the self-service channel, including your authorised users, will also automatically have access to these products, services or sites and be able to use them. Their actions when using these products, services or channels will also be attributed to you i.e. we will assume that you authorised them to take such actions or use such sites. If you are signed up for RMB Private Bank Connect all your online banking users will also be able to transact on RMB Private Bank Connect, this includes cancelling services you have subscribed to or adding services such as auto top ups.

STEPS YOU MUST TAKE TO PROTECT YOUR ACCESS INFORMATION (ACCESS CODES, CARDS AND EQUIPMENT)

Your access information is the only way we can know you are who you say you are when you transact, you must keep your access information secret and safe and you must not allow anybody to use your access information. You must never give or show your access information to any person, including any person who is an employee of the bank or claiming to work for or represent us in any way. You must never respond to requests to enter or “confirm” your access codes, sent to you via an email, SMS or instant message. This is known as “phishing” where the sender tries to trick you into giving them your confidential information by pretending a communication was sent from us. The bank will NEVER ask you to give us your sensitive secret information, including access codes by email, SMS, instant message or even over the telephone. If you respond to these “phishing” messages and lose money as a result of doing so, the bank will not refund you. If you receive suspicious communications (including emails, SMSs) call the bank's Single Fraud Line on 087 575 9444 or send an email to: risk.online@rmbprivatebank.com. For immediate action and assistance, we recommend that you call the Single Fraud Line. Please include your name and number in your email in case we need more information from you. RMB customers can also contact the bank's Single Fraud Line on 087 575 9444.

You must not keep your access codes together with your access cards or other banking documents. Do not store your access codes on the equipment you use to access the bank service channels. For example, never store your PIN or Cellphone Banking PIN on, with or near your cellphone, computer, and telephone or with your e-Reg card or Telephone Banking card or on your smart phone. For security purposes, we recommend that you memorise your access codes. You must also follow the tips published on the bank's Security Centre or Online Banking Communications Page. You are not allowed to register for the service or access the service channel using someone else's access information or personal information.

STEPS YOU MUST TAKE TO PROTECT YOURSELF

NOTE: Information that is sent over an unsecured link or communication system can be unlawfully monitored, intercepted, or accessed. While we take all reasonable steps to prevent this from happening, you need to understand that this risk exists.

You play an important role in protecting yourself against fraud. For your safety you must follow the security tips/recommendations we give you on the service channels from time to time. You must also read the tips published at the bank's Security Centre and the online banking Communications Page. You must (where applicable) log off from the service channel when you have finished transacting. The bank recommends that you do not use public communication facilities such as internet café's, but when you do, you must take special care. You must use our recommended hardware and software. This includes security



software that is recommended by us. Please refer to the bank's Security Centre and Online Banking Communications Page for more information. Failure to use the recommended hardware and software may result in the service channel not being available or not operating properly or may also expose you to a greater security risk.

CELLPHONE BANKING CUSTOMERS:

If you are a cellphone banking customer and you notice anything suspicious you must also contact your service provider/network operator to report the suspicious activity e.g. SIM Swaps:

MTN 123 STOP (123 7867)	Cell C 084 140
Vodacom 082 1946	Virgin Mobile 0741 000 123
8ta 081 183 or 180	

You must IMMEDIATELY ask us to cancel your access code(s) if you suspect or know that your access code(s) have been lost, stolen or may be used without your permission.

Prompt notification is the best way of keeping your losses to a minimum, you must tell us immediately if you suspect or know that your access information has been lost, stolen or compromised (might be used without your permission).

If you use our RMB Private Bank App you must notify us immediately if your cellphone is lost or stolen and ask us to delink your cellphone from your online banking profile. In instances whereby you suspect or know that your access code(s) have been lost, stolen or may be used without your permission, immediately call the bank's Single Fraud Line on 087 575 9444. RMB customers can also contact the bank's Single Fraud Line on 087 575 9444.

If there is a dispute about whether or when you told us to cancel your access code(s), it will be your responsibility to prove how and when you told us to cancel your access code(s). For this reason you must keep any reference numbers we give you when you call us to cancel your access code(s). We advise you to request a reference number and store it for every call you make to us.

After we have cancelled your access code(s) we will reject all transactions done from the date on which your access code(s) were cancelled. If possible, we will also temporarily stop or reverse instructions that we received but which we have not yet processed before your access code(s) were cancelled, however we cannot guarantee that this will be done.

We reserve the right to block your access to the service channels at any time to maintain or restore security, if we reasonably believe that your access code(s) have been or may be obtained or are being used or may be used by an unauthorised person(s).

WHAT YOU MUST DO IF YOU SUSPECT OR KNOW ABOUT FRAUD ON YOUR ACCOUNT?

Note: This section does not apply if the fraud or suspected fraud was committed by authorised users (persons who have been authorised by the account holder to transact on the account holder's behalf).

You must tell us immediately 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 if the following conditions are met:

- You have followed the safety tips we recommended and have complied with your duties under this agreement, in particular, those mentioned to you above as 'Steps you must take to protect your access information (access code(s), cards and equipment)' and 'Steps you must take to protect yourself'
- Your account was registered for the InContact/InContact-Pro notification service and you were actively using the service when the fraud occurred.

CANCELLING THE ACCESS CODE(S) OF AUTHORISED USERS - YOU MUST TELL US IN WRITING IF AN AUTHORISED USER'S ACCESS RIGHTS MUST BE CHANGED OR CANCELLED

When an authorised user is no longer allowed to transact on your account you/ we have the right to demand that they return any physical devices we gave them to enable them to transact, including their Telephone Banking card or e-Reg Card. When you as the account holder takes back the authorised user's physical access device you must notify us in writing or via the helpline that the authorised user's access rights must be cancelled, and the card or device must be destroyed or returned to us. The account holder is not allowed to use any authorised user's access code(s). For your security, the access code(s) must be cancelled. We will issue new authorised users with new access information.

You must notify us immediately when any user's access rights must be changed or cancelled by completing and signing the required mandates/bank form(s). This can also be done by yourself on the website within your Online Banking platform. Any cancellation of, or change to a user's access rights will not affect any instruction submitted by that user before the change has been made.

CELLPHONE BANKING CUSTOMERS AGREE THAT THE BANK CAN GET THEIR CELLPHONE NUMBER FROM THEIR NETWORK OPERATOR

If you are a Cellphone Banking customer you agree that the bank can get your cellphone number from your cellphone network operator. This is done to assist the bank to identify you. For your protection, the bank can (but does not have to) use your cellphone number to identify you.

WE RESPECT YOUR PRIVACY. READ OUR PRIVACY POLICY FOR MORE INFORMATION

Please read our Privacy Policy published on the website. Our privacy policy explains how, why and when we collect, use, share and store your personal information. Our privacy policy forms part of this agreement with you.



WE MAY MONITOR YOUR USE OF THE SERVICE CHANNELS AND RECORD OUR CONVERSATIONS WITH YOU

For security purposes, to maintain the proper functioning and safety of our systems and the service channels, or to investigate or detect any unauthorised use of the service channel or our systems, or when the law requires us to do so, we may monitor and record communications or traffic on the service channel. Telephone-Banking customers: For your protection as well as ours, all conversations between you and us during Telephone Banking are recorded. These recordings will be the proof of your instructions to us, unless you can prove otherwise. By using the service channel you consent to such monitoring and recording.

CERTAIN INFORMATION, INCLUDING YOUR ACCOUNT BALANCE INFORMATION, MAY BE DELAYED

Certain information, including your account balance information that is made available to you on the service channels may be delayed and may not show your recent transactions. You can confirm your account balance information by contacting us. Forex rates shown on the RMB Private Bank App are indicative values only.

WE CANNOT ACT ON OR PROCESS YOUR INSTRUCTIONS UNLESS YOU HAVE ENOUGH MONEY IN YOUR ACCOUNT

Any instructions we receive from you on the service channels, including an instruction to pay a third party or transfer money between your accounts will only be carried out if you have enough money in your account or credit in your overdraft facility.

TRANSACTION LIMITS APPLY TO TRANSACTIONS DONE ON THE SERVICE CHANNELS

These limits apply whether these were set for your account, for the authorised user or for the service channel itself. Transaction limits are there for your protection. Because of this we will not be able to carry out any instruction from you if you have exceeded your transaction limit or if a transaction will result in you exceeding your transaction limits. If you need to exceed any limits you need to arrange with us for this beforehand. You can do this by phoning our call centre or visiting your nearest branch. Please contact our call centre to find out what the transactional limits are on our service channels. Each service channel has its own limits.

YOU ARE RESPONSIBLE FOR GIVING US CORRECT AND COMPLETE INFORMATION AND INSTRUCTIONS WHEN YOU TRANSACT

You are responsible for giving us correct and complete information and instructions when you transact. Unfortunately we are unable to and do not check or confirm any information. We do not verify the identity or bank account details of the person / entity you are paying and do not compare the account number against the details of the person / entity you are paying, therefore it is your responsibility to make sure that the information you give us is correct. We

will not be responsible to the person or entity you are paying for any loss or damage you suffer because you gave the incorrect or incomplete information. We are not responsible if you do not complete an instruction or if you do not follow our instructions when transacting.

CERTAIN TRANSACTIONS CANNOT BE REVERSED OR STOPPED ONCE YOU SEND THEM TO US

Certain transactions cannot be reversed or stopped once you send them to us, for example, when you buy pre-paid products.

HOW LONG DOES IT TAKE TO PROCESS TRANSACTIONS?

Unless we say otherwise (whether on the service channel or anywhere else), all transactions will be completed in the same amount of time that they generally take to be completed when you perform them at the branch or ATM. Some transactions take longer. It can take up to 2 (two) business days for money to reach persons you are paying by EFT (electronic funds transfer) via the service channels. Please read the guidelines and notices published on the service channel from time to time or contact us to check on the turnaround times especially if your payment is urgent.

HOW DO I KNOW IF THE BANK HAS RECEIVED MY INSTRUCTION?

You must not assume that we have received an instruction until we have specifically confirmed that we received that instruction, or acted on that instruction, whichever happens first. If you are not sure if a transaction has been sent or received or processed you must contact us. You must not submit an instruction again as this can result in the same transaction being processed again. Should this happen you will be responsible for such duplicated transactions. Messages sent by us of an "automated nature" or messages that were sent using auto response software or programs must not be regarded as a response or confirmation.

NOTHING ON THE SERVICE IS 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. Nothing on the service channel is given as advice or an offer which is meant to get you to buy or sell anything, or enter into any investment or transaction.

AVAILABILITY OF THE SERVICE CHANNELS. THE SERVICE CHANNELS MAY NOT BE AVAILABLE FROM TIME TO TIME. YOU MUST USE OUR OTHER BANKING CHANNELS DURING THIS TIME

You can access the service channels seven days a week, 24 hours a day. However, at certain times, some or all of the service channels or services on them may not be available due to routine maintenance or emergency repairs or because of circumstances outside our control, such as electricity outages/blackouts, or the unavailability of any telecommunication system or networks. In this case you must use our other available banking channels and take



reasonable steps to minimise or prevent loss or risk to you. If we need to change the scope of our services, we will try to give you prior notice of such interruptions and changes, but we cannot guarantee that such notice will be given to you. We may stop providing the service channels or any services provided on the service channels at any time. We will however, notify you of this within a reasonable time of these changes being made. You agree that a notice published on the website or a notice sent to you via an email, an SMS or via post will be sufficient notice to you. You will be regarded as having accepted all transactions and changes to your account settings made via the service channels unless you notify the bank of your objection within 5 (five) hours of receiving a notification from us, by any means, including inContact and inContact-Pro.

WE ARE NOT RESPONSIBLE FOR LINKS TO THIRD PARTY SITES, ITS CONTENT OR FOR THE THIRD PARTY'S ACTIONS OR OMISSIONS, OR ITS GOODS OR SERVICES

For your convenience only, the service channels may allow you to view or access third party websites or content or purchase content, products or services provided by third parties. Even though we may make third party websites, content or products or services available to you, we do not endorse or recommend the third party or its products or services. You alone are responsible for deciding whether the third party or its products or services meet your requirements. Terms and conditions and rules may apply to those products and form an agreement between you and the third party. You alone are responsible for obtaining the terms and conditions or rules that apply to you and the products or services offered by the third party. Without changing your responsibility to obtain terms and conditions and rules the following terms and conditions apply to the following services:

TAB Soccer 6: See Phumulela's Rules & Regulations on TAB website: www.tabonline.co.za for more information.

National Lottery: See National Lottery Rules. Visit www.nationallottery.co.za for more information.

We have no control over such third parties or their products or services. We are not a party to any disputes between you and the third party. You alone are responsible for ensuring that any transactions you make on these third party sites are lawful. Some services are only available to persons who are 18 years old or older. We are not responsible to you for any loss or damage you suffer, whether directly or indirectly, because of a third party or its products or services or your use of the products or services. You alone take the risk of using or purchasing third party products or services. You hereby agree to indemnify us and hold us harmless for any loss or damage you may suffer, or cause, in this regard.

THE BANK IS NOT RESPONSIBLE FOR THIRD PARTY SOFTWARE

From time to time we may make third party software/applications ("software") available for download via the service channel. You download and use the

software at your own risk. We make no warranty about the software, whether express or implied. You will be bound to the license terms of the software licensor. You hereby indemnify us and hold us harmless if you breach the license conditions.

IMPORTANT: THE BANK'S LIABILITY WILL BE LIMITED FOR LOSS CAUSED BY USE OF THE SERVICE CHANNELS

The bank undertakes to ensure to the best of its ability that the service channels are provided to you in a secure and reliable manner. The bank shall take reasonable care to prevent harm and loss to you. Although the bank takes reasonable care to prevent harm or loss to you, the bank 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 the bank's negligence or intent. In addition to the above the bank is not liable for the following (except where such loss or damage is caused by the bank's 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 didn't take reasonable steps to safeguard the account, the access codes 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;
- the bank is not responsible for any errors or delays in communication systems outside of its control.

WE OWN THE INTELLECTUAL PROPERTY RIGHTS IN THE SERVICE CHANNEL AND ITS CONTENT

The contents of the service channels, including all registered and unregistered trade marks, copyright and patents are owned by us and are our intellectual property rights. You may not copy, reproduce, display, reverse engineer 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.

HOW WE WILL COMMUNICATE WITH YOU

You agree that we can send you information about the service channels or this agreement by any means, including but not limited to publishing a notice on the service channel itself or using electronic means, including SMS or email.



WE CAN CHANGE THIS AGREEMENT AT ANY TIME

We have the right to change this agreement or add new terms and conditions for the use of the service channels or value added services at any time. Whenever we change this agreement we will electronically update this agreement. We will notify you of these changes. The use of the service channels will be taken as an acceptance of the agreement. If you do not agree to the changes, you have the right to end this agreement before the end of 7 (seven) days after the changes take effect. If you do not notify us of your intention to end the agreement within this 7 (seven) day period, we can assume that you have accepted the amended agreement or new terms and conditions. A certificate made by the relevant bank's employee, whose authority to do so doesn't need to be proven, will be the proof of the version of the agreement that applies to you.

ENDING THIS AGREEMENT

We can end this agreement at any time or end your right to use the service channels, after giving you reasonable notice. This will not affect instructions given to us using the service channels before the agreement ended.

We can also end this agreement and your right to use the service channels immediately if any one or more of the following happens:

- If you commit fraud or we suspect you have done so.
- If we believe that your behaviour was inappropriate or constitutes misconduct.
- If you breach this agreement.
- 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 the law requires us to do this.
- 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.

NOTE: It is your responsibility to cancel any scheduled top ups and any recurring services or payments you set up on the service channel. The service channel is just a means of setting up scheduled top ups and recurring services, ending the agreement does not mean these scheduled top ups or recurring services will also be cancelled.

GENERAL

Any communication from us to you will be regarded as having been sent at the time shown on the communication or on our transmission logs. In any proceedings or dispute, our records certified as correct by the bank's employee in charge of the service channel, will be sufficient proof of any instructions you have provided or transaction you have performed on the service channels, the content or services on any service channel or value added service, unless you can prove otherwise. 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 or rules are invalid. The rest of the agreement and rules will still apply. Where dates and times need to be calculated the international standard time (GMT) plus 2 (two) hours will be used. This agreement will be governed by the laws of the Republic of South Africa without giving effect to conflict of laws provisions.