

RMB Private Bank Credit Card Account and Credit Facility Terms and Conditions of Use

Rand Merchant Bank - a division of FirstRand Bank Limited Reg. No. 1929/001225/06
An Authorised Financial Services and Registered Credit Provider (NCRCP20)



Traditional values. Innovative ideas.

Effective Date: 1 July 2020

These terms and conditions form part of the agreement which governs the use of the Credit Card Account and Credit facility and further regulates the relationship between the Bank and the Cardholder. The use of the Credit Card Account and/or the Credit facility will be deemed as your acceptance of all the terms and conditions governing the agreement.

Sections of this Document

Section A:	Terms and conditions applicable to both the Credit Card Account and Credit facility
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Section A:

Terms and Conditions applicable to both the Credit Card Account and Credit facility

1. Issue of the Credit Card Account and grant of the Credit facility

- 1.1 The issue of the Credit Card Account and grant of the Credit facility are subject to these Credit Card Account and Credit facility Terms and Conditions of Use as published and amended by us from time to time.
- 1.2 The Credit Card Account is a Financial Services Product (a deposit-taking and transacting product) as defined in the Financial Advisory and Intermediary Services Act 37 of 2002.
- 1.3 The Credit facility is a facility with a credit limit as defined in Section 8(3) of the National Credit Act 34 of 2005.
- 1.4 If you are granted a Credit facility, the Credit facility is attached to and maintained in association with the Credit Card Account therefore the Credit facility will not be granted in the absence of the Credit Card Account.
- 1.5 The Credit Card Account is independent of the Credit facility and may be granted in the absence of the Credit facility.

2. Acceptance of these Terms and Conditions

- 2.1 By applying for and using the Credit Card Account and/or the Credit facility, your action will be deemed as acceptance of all the terms and conditions governing the agreement.

3. General obligations when you use the Credit Card Account and/or the Credit facility

- 3.1 The Credit Card Account and/or Credit facility issued in your name is intended for your use only.
- 3.2 Your Credit Card Account and/or Credit facility must not be used for any illegal transactions or to participate in online gambling activities and for the purchase of online foreign lottery tickets.
- 3.3 You warrant to the Bank that the granting of and the use of the Credit Card Account and/or Credit facility will not in any way be a contravention of the Exchange Control Regulations or any similar regulations promulgated from time to time and that you will comply with all relevant Exchange Control requirements. In addition, you are reminded that Exchange Control Regulations currently stipulate that Cardholders in whose names one or more bank credit and/or debit cards have been issued, may be permitted to make permissible foreign exchange payments for small transactions, e.g. imports over the Internet, by means of such credit and/or debit cards. You must not exceed the allowed foreign exchange limits set by the South African Reserve Bank. You must not exceed the allowed foreign

exchange limits set by the South African Reserve Bank. Payments are limited to R50 000.00 per transaction. This dispensation does not absolve you from *ad valorem excise* and custom duties or from complying with the requirements imposed by Customs.

- 3.4 We are obliged to report transactions that occur outside the Common Monetary Area to the South African Reserve Bank, the South African Revenue Service and/or the Financial Intelligence Centre.
- 3.5 Any transaction or payment in a currency other than South African Rand ("Rand") will be converted to Rand at Visa's prevailing rate of exchange on the date of processing of the transaction to your Credit Card Account and/or Credit facility. The transaction will appear on your monthly account statement in Rand.
- 3.6 Be aware that merchants may not process the transaction on the date of the transaction. This can result in exchange rate differences, which you will be liable for.
- 3.7 Should a merchant manually override the processing of a transaction, you will be liable for that transaction.
- 3.8 Use of the Credit Card Account and/or Credit facility to access and transact over our other delivery channels like electronic or telephone banking is subject to the terms and conditions of such other channels.

4. General obligations when you use the Credit Card and PIN

- 4.1 The Credit Card remains our property and you must return it to us immediately on our request.
- 4.2 You must keep the Credit Card safe and the PIN secret and separate from the Credit Card.
- 4.3 You must only use the Credit Card in the period stated on the front of the Credit Card. After this period the Credit Card will be invalid.
- 4.4 When a Credit Card is used to buy goods or services from a merchant, you must sign a transaction voucher and/or apply your PIN, as required by the merchant.
- 4.5 Should you be issued with a contactless, chip & PIN Credit Card you may be required to merely scan your credit card within the wireless range of the point of sale device depending on the value of the transaction.
- 4.6 Your VISA Credit Card together with the PIN can be used to withdraw cash up to a maximum value of R1 500 (if cash is available) from selected point of sale devices at selected merchants from your Credit Card Account and/or Credit Facility when buying goods or services.
- 4.7 If you have been issued with a contactless chip & PIN Credit Card, the contactless functionality will only be available at selected merchants on the contactless functionality will only be available at selected merchants on low value transactions.



5. Petro Card

- 5.1 You may use the Petro Card at selected merchants to buy fuel and fuel-related products (including petrol, diesel, oil, additives and lubricants) and motor vehicle spares, parts and accessories.
- 5.2 You may also use the Petro Card to pay for motor vehicle repairs, vehicle maintenance services and toll fees.
- 5.3 You may only use the Petro Card in the Common Monetary Area.
- 5.4 You may link the Petro Card to your Credit Card Account and/or Credit Facility or you may have a separate Standalone Petro Card Account and/or Standalone Petro Credit Facility in your name.

6. General information

- 6.1 We will not be liable if a merchant refuses to accept the Credit Card or honour a transaction.
- 6.2 It is our decision to authorise a transaction. We will not be liable if we do not authorise a transaction.

7. Unauthorised use of the Credit Card, Credit Card Account and Credit facility

- 7.1 You must take all reasonable steps to prevent any unauthorised use of the Credit Card and/or Credit facility and/or PIN details and/or Credit Card Account.
- 7.2 In the event of your Credit Card being stolen, lost or retained by the ATM and where your Credit Card details or your PIN have been compromised, you must notify RMB Private Bank Credit Card immediately by calling 0800 110 132 / 087 575 9406.
- 7.3 Provided you were not negligent in safeguarding the Credit Card or in reporting the Credit Card lost or stolen, you will not be liable for unauthorised and fraudulent transactions that occur on the Credit Card as a result of the loss or theft, except for PIN-based transactions.
- 7.4 Lost Card Protection ("LCP") is provided to you at no additional cost. LCP will protect you against unauthorised and fraudulent use of the Credit Card. This excludes PIN-based transactions, if the Credit Card is lost or stolen.
- 7.5 If you are negligent in reporting, the Credit Card lost or stolen or an unauthorised or fraudulent transaction on the Credit Card, you will not be covered for LCP and will be responsible for all unauthorised and fraudulent use of the Credit Card.
- 7.6 If you are negligent in safeguarding the Credit Card or Credit Card details, you will not be covered by LCP and will be responsible for all unauthorised and fraudulent use of the Credit Card.
- 7.7 Any delay in reporting the Credit Card lost or stolen will be regarded as negligence and you will have to prove to us that you were not negligent.
- 7.8 Any unauthorised transaction made by using the Credit Card and PIN solely with the PIN functionality or non-swiping Credit Card transactions, will not be covered by us and will be your sole responsibility.
- 7.9 **You indemnify FRB and accept full liability for all specific and related losses as a result of any fraudulent activity in the event that you refuse or decline a request by FRB to have a Credit Card cancelled and re-issued for whatever reason at FRB's sole discretion.**

8. System malfunctions

We are not liable for any direct or indirect loss suffered by you arising from any malfunction, failure or delay in any ATM, electronic point of sale device, access channel, service channel or shared networks.

9. Authority to debit your Credit Card Account and/or Credit facility

- 9.1 Each time you use the Credit Card or the Credit Card details to access your Credit Card Account and/or your Credit facility to transact, we will debit your Credit Card Account and/or Credit facility with the amount of the purchase, cash withdrawal or transfer(s).
- 9.2 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 on www.visa.co.za by Visa from time to time.
- 9.3 A dispute between you and any merchant will not affect our right to debit your Credit Card Account and/or Credit facility and receive payment (if applicable).

10. Additional Credit Cards

- 10.1 Additional Credit Cards linked to your Credit Card Account and/or Credit facility may be issued to people you have chosen to receive a Credit Card. Credit Cards are issued in their names. These people are referred to as additional credit cardholders.
- 10.2 These terms and conditions will also apply to your additional credit cardholders.
- 10.3 You must ensure that you and any additional credit cardholders do not exceed your credit limit on the Credit facility.
- 10.4 Transactions by an additional credit cardholder 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 including interest, fees and charges.
- 10.5 You may only end the additional credit cardholder's right to use the Credit Card if you tell us in writing and you must ensure that the additional Credit Card is destroyed.
Email address: fnbcard@fnb.co.za
Fax: 011 699 0996
- 10.6 You will remain liable for any transactions or amounts on your Credit Card Account and/or Credit facility after termination of the additional credit card.

11. Statements, Payments and Deposits

11.1 Account Statements

- 11.1.1 We will make a monthly combined Credit Card Account and/or Credit facility statement available to you.
- 11.1.2 Your monthly account statement will show your transactions for the month, advise you of any deposits you have made, all amounts charged to your Credit Card Account and/or Credit facility since your previous monthly account statement, the total amount payable (if any), which is the full outstanding amount which you owe us, the minimum monthly amount payable and due to us (if any), and the due date by which you must pay this amount.
- 11.1.3 Should you have a dispute in respect of the monthly account statement, you must advise us in writing within thirty (30) calendar days of the statement date. Unless you let us know in writing that



- there is an error on the monthly account statement, the statement sent to you will be final and binding.
- 11.1.4 On the Credit facility, interest will accrue in the normal course on the transaction amount unless it is established that it was correctly disputed.
- 11.1.5 A certificate signed by any authorised employee of the Bank (whose appointment or authority it shall not be necessary to prove) shall constitute *prima facie* evidence of the outstanding balance owing and/or due and payable by you to the Bank and/or the rate of interest payable by you and/or any other amount owing and/or due and payable by you to the Bank in terms hereof and/or any other matter arising from or related to your Credit facility.
- 11.2 Payments and deposits**
- 11.2.1 You can pay the full outstanding amount on the Credit facility on or before the due date shown on the monthly account statement. Alternatively, you may defer payment of the full amount outstanding over an extended period, but you must pay at least the minimum monthly amount by the due date shown on the monthly account statement.
- 11.2.2 A credit voucher will not be considered as a payment towards your outstanding amount on the Credit Card Account and/or Credit Facility. A credit voucher is a transaction record evidencing a refund or price adjustment by a merchant to be credited to your Credit Card Account and/or Credit Facility.
- 11.2.3 You must expressly instruct us if payments made into your straight facility are intended to be allocated to the budget facility.
- 11.2.4 Your payment or deposit may not reach us on the same day as you make it, due to possible delays and the time it takes to be processed. We consider your payment or deposit to have gone through only once the funds are reflecting as a credit on your Credit Card Account and/or Credit facility, as evidenced by our systems. Delays may occur for internal and external transfers or deposits.
- 11.2.5 You may cancel or settle your Credit facility at any time, by paying the amount you owe there under, with or without giving advance notice to us. You are obliged to ensure payment of (a) the unpaid balance of your Credit facility; (b) the unpaid interest charges; and (c) all other fees and charges that may be due.
- 11.2.6 All payments we receive on the Credit facility will be credited as applicable, first to interest, then to charges and fees, and lastly to the outstanding credit limit.
- 11.2.7 Should your Credit facility be in arrears, your credit facility will be suspended and you will not be allowed to transact on your Credit facility. You may still transact on the Credit Card Account.
- 12. Charges and fees**
- 12.1 A Credit Card Account Fee will be charged for the administration and maintenance of your Credit Card Account.
- 12.2 A Credit Facility Service Fee will be charged for the administration and maintenance of your Credit facility.
- 12.3 If you are granted a Credit facility in addition to your Credit Card Account a separate Credit Facility Service Fee will be charged over and above the Credit Card Account Monthly Fee.
- 12.4 Apart from the credit related charges to your Credit facility, your Credit Card Account will be debited for non-credit related charges for the Credit Card Account.
- 12.5 You may get a copy of our pricing guide from your Private Banker or by contacting the RMB Private Bank Service Suite on ServiceSuite@rmbprivatebank.com.
- 12.6 Fees and charges are reviewed annually or at any time at our discretion in which event you will be given twenty (20) business days notice before the change is effected.
- 12.7 Once debited to your Credit Card Account and/or Credit facility, fees and charges are non-refundable and will not be reversed.
- 12.8 Charge-backs will only be allowed if it is done in accordance with the Visa Rules and Regulations as published on www.visa.co.za from time to time.
- 12.9 You shall not be entitled to defer payment or refuse to make payment of any amounts payable by you in respect of your Credit Card Account and/or Credit facility, on the basis that you have a claim or query regarding any of the services provided for in this agreement.
- 12.10 If your Credit facility goes into arrears and/or is overdrawn, you will be liable for all legal fees and expenses, on the attorney and client scale, including collection commission and tracing fees.
- 13. Amendments to these terms and conditions**
- 13.1 We may, at our discretion and at any time, amend the terms and conditions applicable to the Credit Card Account on reasonable notice.
- 13.2 You will be given notice of the amendments as statement messages in your monthly account statement.
- 13.3 If you are dissatisfied with the amendments, you have the right to end this agreement in which case, the provisions of clause 14 below shall apply.
- 13.4 Any amendments to the terms and conditions relating to the credit facility will not be legally binding unless it is recorded and signed by both parties or voice-logged.
- 14. Ending this agreement**
- 14.1 You may, at any time, end this agreement by notifying us.
- 14.2 You may end the Credit facility agreement without ending the Credit Card Account agreement. However, you may not end the Credit Card Account agreement without ending the Credit facility agreement.
- 14.3 Apart from other valid reasons to end your agreement, where there is fraud or we suspect there may be fraud on your Credit Card Account and/or Credit facility and if we are compelled to do so by law we will suspend both your Credit Card Account and/or Credit facility without notice.
- 14.4 We will suspend your Credit facility without notice if you do not pay us any amount due on time or at all, if you breach any term of this agreement, or if your estate is provisionally or finally sequestered or placed under administration or debt counselling.
- 14.5 We may, at our discretion and for any reason, end our agreement and/or your right to use the Credit Card Account and/or your Credit facility. We reserve the right to end the Credit facility agreement if you do not pay us any amount due on time or at all, if you breach any terms of this agreement, or if your estate is provisionally or finally sequestered or placed under administration or debt counselling.
- 14.6 When your Credit facility and/or your right to use the Credit facility ends, the full amount you owe us will immediately become due



- and payable. You must then pay us the full amount owing on your Credit facility.
- 14.7 Should you wish to end your Credit Card Account you must destroy the credit card.
- 14.8 If you have a credit balance in your Credit Card Account, the credit balance will be paid by us into an account nominated by you.
- 14.9 You will remain liable for any transactions or amounts on your Credit Card Account and/or Credit facility after termination of this agreement.
- 14.10 Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.
- 15. Where and how we may contact each other**
- 15.1 You agree that the Credit Provider may send you any communication, which includes any document, form or notice by hand, ordinary mail, prepaid registered mail, fax, e-mail, SMS, MMS, RMB Private Bank Online Notification, RMB Private Bank App Notification, printable webpage and/or any other electronic communication method.
- 15.2 Any section 129(1)(a) default notice or section 86(10) termination of debt review notice will be delivered to you by prepaid registered post and/or by hand.
- 15.3 Documents, forms, notices or processes that the Credit Provider must by law serve on you will be served at your last known physical address or your physical address as recorded in the quotation or on our systems. (This is your *domicilium citandi et executandi* address, your chosen address to receive legal documents.)
- 15.4 Any legal notice, form, document or process you want to send to the Credit Provider must be delivered to the following address: 3rd Floor; 1 First Place; Bank City; Corner Simmonds and Pritchard Streets; Johannesburg; 2001.
- 15.5 Either you or the Credit Provider may change the above addresses to another address by giving each other written notice (by hand; prepaid registered mail or e-mail at the following e-mail address ServiceSuite@rmbprivatebank.com) of the new address. Notice must be given of the change at least ten (10) business days before the change will apply.
- 15.6 A document; form; notice or process will be treated as having been received by the party to whom it was sent:
- If delivered by hand during normal hours – on the date it was delivered.
 - If posted by prepaid registered mail – at 10h00 on the fourth day after the post office issued the registration receipt.
 - If posted by ordinary mail – at 10h00 on the fourth day after the document is posted.
 - If sent by fax – on the date shown on the receipt the fax machine generates.
 - If sent by e-mail or printable webpage – on the date on which the notice was e-mailed.
- 16. Other important terms**
- 16.1 The headings in this agreement will not affect the interpretation of it.
- 16.2 We are obliged by law to regularly update your personal particulars. We may contact you from time to time in this regard and you will be obliged to provide us with the information requested.
- 16.3 Should there be abuse detected on your Credit Card Account and/or Credit facility, we reserve the right to impound your Credit Card, which costs you will be liable for.
- 17. Submitting a Credit Card Account or Credit facility related complaint**
- 17.1 If you wish to lodge a complaint, you have to submit the complaint in writing on the following;
- clientserviceinterventions@rmbprivatebank.com
- 17.2 If you do not get a response within five (5) working days from submitting a complaint, you need to contact the RMB Private Bank Service Suite on 087 575 9411 to check whether your complaint has been received.
- 17.3 RMB Private Bank Credit Card Complaints will investigate any complaints received. The complaints resolution process is available from your branch, call centre or www.rmbprivatebank.com.
- 17.4 If your complaint is unresolved within six (6) weeks or not resolved to your satisfaction, RMB Private Bank Credit Card will provide you with an explanation and reasoning for the decision taken, in writing. FAIS prescribes that you may then submit your complaint to the FAIS Ombudsman or Ombudsman for Banking Services in writing within six (6) months, with the supporting documentation and the reference number supplied.
- 18. FATCA and POPI Requirements**
- 18.1 For the purposes of this clause “we”, “us”, “our” and “FSR” refers to FirstRand Bank Limited, the FirstRand Group Limited, any affiliate companies, its associates, sessionaries, delegates or successors in title and/or third parties (like its authorised agents and contractors).
- 18.2 How we use your information:
- You can refer to our Privacy Policy located online at www.rmbprivatebank.com for more information on our privacy practices.
 - FSR collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.
 - Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third party, our or a third parties lawful interest is being protected or pursued.
 - 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, social media profile, biometric information (like fingerprints, signature or your voice) 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



- 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 instructions (like a debit order).
- To create, manufacture and print payment devices (like a debit card).
- To do affordability assessments, credit assessments and credit scoring.
- To manage and maintain your accounts or relationship with FSR.
- To disclose and obtain information from credit bureaux regarding your credit history.
- To enable you to participate in the debt review process under the National Credit Act, where applicable.
- 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.
- FSR's service providers, agents and sub-contractors like couriers and other persons FSR uses to offer and provide products and services to you.
- Persons to whom FSR cedes their rights or delegates their obligations to under agreements.

18.3 FSR can process your information outside of the borders of South Africa, according to the safeguards and requirements of the law.

- 18.4 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.
- 18.5 You have the right to access the information FSR has about you by contacting us at FNBCComplianceSupport@fnb.co.za or 011 371 8494.
- 18.6 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.
- 18.7 You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing. You must inform us of your objection at care@fnb.co.za.
- 18.8 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.
- 18.9 You have the right to file a complaint with FSR or the Information Regulator, once established, about an alleged contravention of the protection of your information.

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

- FSR 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. FSR will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
- FSR can refuse to do business with any person or entity that it considers undesirable.
- FSR 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.
- FSR can end its relationship with a customer.
- FSR can monitor any transactions and instructions.
- FSR can request further information before acting on any instruction or transaction. FSR can verify any transaction or instruction or recipient before processing it. This may result in a delay in FSR carrying out the instruction.
- FSR can refuse to carry out any instruction or transaction.
- FSR can place a hold on any account or facility.

You agree to assist FSR to comply with the laws by providing FSR with all the information and documents it requires. If you fail to do so or provide false information FSR can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you.



Take Note: FSR will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if it does any of the things mentioned above, or anything else necessary to comply with the laws.

Section B:

Terms and Conditions applicable to the Credit Card Account

19. Credit interest on your account

- 19.1 You will earn interest on any credit balance on your Credit Card Account.
- 19.2 Credit interest will be calculated daily over the full statement period and will be credited to your Credit Card Account monthly.
- 19.3 Credit interest rates may be tiered in which case the tiered rates will be shown on your monthly account statement.

Section C:

Terms and Conditions applicable to the Credit facility

20. General obligations when you use the Credit facility (Only applicable to customers who have been granted a Credit facility)

- 20.1 By using the Credit facility, you consent to the Bank accessing any information recorded with any credit bureaux. Any information relating to the non-compliance with the terms and conditions of your Credit facility, the application, opening and termination of your Credit facility will be disclosed to and used by another division of the Bank and credit bureaux. All credit bureaux provide a credit profile on persons as well as possibly a credit score on the credit worthiness of persons.

21. Your credit limit

- 21.1 We may decline a transaction if you have exceeded your credit limit on your Credit facility.
- 21.2 If a transaction results in you exceeding your credit limit, it does not mean that we have extended or increased your credit limit and you must immediately bring your Credit facility in line with the credit limit we contracted at.
- 21.3 You must ensure that you and any additional cardholders do not exceed your credit limit.
- 21.4 We may, at our discretion and at any time, reduce the credit limit on your Credit facility. You will be notified of the reduction in writing. The reduction will take place upon the delivery of the written notice to you.
- 21.5 If you exceed your credit limit you will be in breach of this agreement.

22. Interest

22.1 Interest-free period (These principles would apply where the Credit facility is utilised.)

- 22.1.1 If your Credit facility has no interest-free period, you will be charged interest on transactions from the date of transaction.
- 22.1.2 If you pay the full outstanding amount you owe us reflected on your monthly account statement on or before the due date, no interest will be charged on your Credit facility, except for those transactions

in clause 23.2 where interest would have been charged from the date of transaction.

- 22.1.3 If you do not pay the full outstanding amount by the due date shown on your statement, the interest-free period will be suspended and interest will continue to be charged from the date of each transaction or fee on your Credit facility, until you have settled the full outstanding amount you owe us.

- 22.1.4 Interest is calculated on all fees and charged from date of debit. If you do not pay your fees and charges within the interest-free period, it will attract interest immediately.

22.2 Transactions that will always attract interest immediately

- 22.2.1 Interest will be charged immediately from the transaction date for the following transactions, where the Credit facility is utilised:

- Cash withdrawals;
- Travellers cheque purchases with the Credit Card and certain forex transaction;
- Electronic funds transfers which result in a debit balance on your Credit Facility;
- All budget facility transactions and balance transfers; and
- Fuel or fuel-related transactions on the Petro Card.

22.3 Debit interest calculation

- 22.3.1 Debit interest will be calculated daily, capitalised and charged to your Credit facility monthly at the rate as set out in your quotation.

23. Budget facility

- 23.1 On your request and at our discretion, we may make the budget facility available to you.
- 23.2 This budget facility entitles you to pay for transactions over an extended period as stipulated by you according to our guidelines.
- 23.3 Fluctuations in interest rates may cause the period of payment to be extended or reduced.
- 23.4 Your first budget instalment on a purchase made using your budget facility will only be deducted from your straight facility on the second billing date after the date of your purchase. You can make additional payments into your budget facility at any stage during the budget period.
- 23.5 If you choose to make use of the budget facility, the total amount outstanding, the monthly repayment, the current interest rate and other charges will be shown on your monthly account statement.
- 23.6 If you fail to pay any one instalment by the due date, the whole amount may become immediately due and payable.
- 23.7 Your monthly budget instalment is debited from your straight facility and not your budget facility.
- 23.8 You must expressly instruct us if payments made into your straight facility are intended to be allocated to the budget facility.

24. Auto Payment

- 24.1 Your Auto Payment authorisation can be obtained electronically, telephonically or in writing signed by you.
- 24.2 In terms of the Auto Payment, we will deduct monthly, by way of a payment instruction to your Bank, on the payment due date, from the account provided by you, the agreed amount, in respect of the amounts due on your Credit facility.



- 24.3 Should your Auto Payment be returned unpaid in the consecutive month, your Auto Payment will be suspended and we will proceed with our collections process.
- 24.4 Missed Auto Payments will not result in the cancellation of the Auto Payment.
- 24.5 Should a required payment be received (direct deposit or electronic transfer) before the Auto Payment is scheduled to run, the Auto Payment will not be processed for that month.
- 24.6 If the bank account from which your Auto Payment is processed is closed by you at any time and your Auto Payment is returned unpaid, then we will be entitled to cancel your Credit facility unless alternate Auto Payment arrangements have been made for the payment of your Credit facility.

25. Spousal consent (for Customers married in Community of Property only)

- 25.1 Should you have entered into this agreement by falsely declaring that your spouse has consented thereto, or without consent, the following actions could take place:
- You could be charged for fraud;
 - We may sue the joint estate for unjustly receiving the benefit of the credit facility; and
 - We may hold you legally responsible (liable) on your own under the credit agreement.

26. Debt counselling provisions

- 26.1 You must continue to make payments until the debt review is finalised.
- 26.2 Should you apply for debt counselling or enter into a debt re-arrangement agreement or a debt re-arrangement court order is granted you may not incur any further liability on your Credit facility. This means that:
- You may not transact on your Credit facility;
 - You must cancel all debit orders (including insurance debit orders) being processed through your Credit facility immediately. No debit orders will be processed on your Credit facility and will be charged back;
 - Transacting on your Credit facility will result in us pursuing legal action against you.
- 26.3 Should you apply for debt counselling or enter into a debt re-arrangement agreement or a debt re-arrangement court order is granted all value added benefits and rewards provided to you by RMB Private Bank Credit Card, will be suspended and no claims against these will be honored.

27. Alternate dispute resolution

You have the right to:

- Refer any matter or dispute including those relating to allegations of reckless lending about the Credit Provider to an ombudsman with jurisdiction;
- File a complaint about any alleged contravention of the NCA or alleged reckless lending with the National Credit Regulator;
- Make an application to the National Consumer Tribunal if allowed by the NCA.

The contact details to file complaints are:

- The Credit Provider: 0860 100 761 E-mail: care@fnb.co.za Webpage: www.rmbprivatebank.com
- The Ombudsman for Banking Services: Telephone Number: 0860 800 900 Webpage: www.obssa.co.za
- The National Credit Regulator: Telephone Number: 0860 627 627 Webpage: www.ncr.org.za
- The National Consumer Tribunal: Telephone Number: 012 683 8140/ 012 742 9900 Webpage: www.nct.org.za

Section D:

Reward programmes and Value Added Benefits and Services

28. eBucks Rewards and eBucks Lifestyle

- 28.1 Kindly visit www.eBucks.com for Terms and Conditions pertaining to eBucks Rewards. Updated Terms and Conditions will be available from 1 July 2020.
- 28.2 eBucks Lifestyle Terms and Conditions are available from eBucks Lifestyle at 087 575 0050 or 011 377 5211 or email eBucksLifestyle@ebucks.com.
- 28.3 By virtue of accepting these Terms and Conditions, you also accept the Terms and Conditions pertaining to eBucks Rewards.

Section E:

Value Added Benefits and Services

RMB and the Global Travel Insurance reserve the right to refuse any service or benefit where the service is being abused, used fraudulently or is no longer valid.

The Schedule of benefits for global and comprehensive travel insurance will form part of these Terms and Conditions. To view the schedule of benefits for global travel insurance and comprehensive global travel insurance, please visit www.fnb.co.za.

29. Automatic Global Travel Insurance

The Schedule of benefits, policy wording and benefits summary for Global Travel Insurance will form part of these Terms and Conditions. To view the schedule of benefits, policy wording and benefits summary for Global Travel Insurance, please visit www.fnb.co.za.

30. AA Emergency Roadside Assistance (Automatically included on the linked and Standalone RMB Private Bank Petro Card)

30.1 Benefits summary

- 30.1.1 The AA Emergency Roadside Assistance benefits ("the benefits") are available to valid Petro Card holders.
- 30.1.2 If the credit card account is in arrears, we will suspend the benefits until the credit card account holder restores its account to an acceptable status.



- 30.1.3 The benefits apply to motor cars, four-by-four vehicles and light commercial vehicles with a carrying capacity of not more than 2.5 tons.
- 30.1.4 The benefits are available in the Republic of South Africa only.
- 30.1.5 The benefits are not transferable.
- 30.1.6 The benefits are available if the vehicle breakdown is caused by mechanical or electrical failure only. If the vehicle is involved in an accident, the cardholder may contact our dedicated AA call centre number but all services rendered by the AA will be for the account of the cardholder.
- 30.1.7 RMB will only cover the roadside benefit provided the breakdown or incident is on public accessible roads. Off road tracks and trails are not covered in this service.
- 30.1.8 Benefits are to be used at time of breakdown. Benefits can not be saved for another day or sometime in the future.
- 30.2 How the benefits work**
- 30.2.1 The benefits must be arranged through our dedicated AA call centre telephone number on 0860 70 60 50.
- 30.2.2 In order for the services to be rendered the cardholder is to present the AA with their name, surname, South African ID number and valid Petro Card number in order to be validated.
- 30.2.3 Out of fuel - Provision of fuel to a maximum of ten (10) litres (cost of fuel is for cardholder's account).
- 30.2.4 Depending on the nature of the assistance the AA may dispatch patrol services which may comprise of flat tyre change, battery sales (cost for battery is for cardholder's account), jump start, key lockout services and/or minor roadside repairs. These services are limited to forty (40) kilometres round trip. There after the additional kilometres are for the cardholder to pay.
- 30.2.5 When the breakdown happens more than one hundred (100) kilometres away from the cardholder's home or the trading address, the AA will pay for one of the following costs up to an agreed maximum amount, the details of which are available on the FNB Website:
- Vehicle hire services for a group B car or equivalent, for a period of 24 hours. Only a day's rental will be covered; or
 - Alternate accommodation for the night matching the date on which the incident took place.
- 30.2.6 The cardholder has access to only one benefit per incident and cannot use all the benefits at the same time.
- 30.2.7 The rental agreement for the vehicle is between the cardholder and the rental company. All terms and conditions are those of the rental company. All costs over and above the 24hr rental rate is for the cardholder's account.
- 30.2.8 Accommodation or repatriation benefits are available only when the breakdown happens more than one hundred (100) kilometres from the cardholder's home or the place of work.
- 30.2.9 The cardholder is to make their own accommodation arrangements for the night and then claim back post the event. The AA will require an official invoice from the establishment. The cardholder must pay for any extra costs incurred, such as laundry, mini-bar, videos and meals directly to the hotel before leaving. This benefit cannot be used in conjunction with the car hire or repatriation benefit.
- 30.2.10 The AA will pay for locksmith services up to an agreed maximum amount, the details of which are available on the FNB Website, if your keys are locked in your car. The AA will not pay for locksmith services to repair and replace locks, ignition switches or for cutting keys. If the incident is outside metropolitan areas, the cardholder will be billed for the additional costs over and above the agreed maximum amount. The costs will be subject to locksmith specialist rates.
- 30.2.11 The AA will not pay for storage fees, replacements parts or their transport, vehicle repairs, charges for help arranged directly by the cardholder and charges for help arranged directly by you or charges for help given to you by a private person.
- 30.2.12 The "Stand by You" service is a service where a security guard is posted by you when your car breaks down. Kindly note:
- The sole purpose of the Service is to minimise the risk of injury to and/or attack of the cardholder and other occupants of such cardholder's vehicle.
 - The Service is only available in certain metropolitan areas.
 - The Service is subject to availability and certain areas are excluded from the Service. Therefore, should the Service be requested in an area not covered by the Service, the AA will at the request of the cardholder, contact the South African Police Service (SAPS) to dispatch an officer to stand guard with the cardholder while they wait for the AA patrolman to arrive. Note that the AA cannot guarantee the turnaround time or arrival of the SAPS officer.
 - The Service can only be requested if the breakdown of the vehicle occurred at the roadside and not at any other location.
 - In order to obtain the Service, the cardholder must request the Service from the AA Emergency Call Centre at the same time of requesting roadside assistance if they are feeling unsafe. The AA will not automatically dispatch the Service to the cardholder.
 - Cardholders can only activate the Service by contacting the dedicated RMB Private Bank AA Emergency Call Centre. The cardholder must provide sufficient information to enable the AA to locate where he/she is stranded.
 - The Service can only be used in conjunction with roadside assistance rendered by the AA. A cardholder will not be entitled to use the Service in isolation.
 - Possible delays to respond to a cardholders' call-out, which are beyond the AA and ADT Security's control, may be experienced in certain areas due to traffic patterns, weather conditions, peak service demands experienced by ADT Security, limited available ADT Security fleet capacity and other relevant factors.
 - On arrival at the incident scene, the ADT Security response officer will wait with the cardholder as long as the ADT Security response officer deems necessary and provided that no immediately threatening, emergency alarm situation arises in the vicinity of the attending ADT Security response officer which may require the withdrawal of the ADT Security response officer from the incident scene prior to the arrival of the AA. The AA will endeavor to arrive at the incident scene prior to the departure of the ADT Security response officer from the incident scene.



- Under no circumstances will ADT Security or the AA assist the cardholder in providing an escort service, transportation or home security service. Furthermore, the attending ADT Security response officer will not be permitted to provide the cardholder any form of roadside assistance.
- ADT Security as an independent contractor will render the Service provided in terms of This Agreement to the cardholder on behalf of the AA.

30.2.13 It is recorded and agreed that the services of ADT Security and the AA cannot guarantee safety or prevention of loss, liability, injury and damage of whatsoever.

30.3 Other important information

- 30.3.1 The AA accepts no liability for loss or damage to the vehicle or any of its parts or accessories while it is unattended, or while it is in the care or under the control of any contractor or garage or its employees or any other person. RMB similarly do not accept this liability.
- 30.3.2 The AA will help in any way possible to resolve disputes with AA appointed contractors where loss or damage occurred while the vehicle was in the care or control of these contractors.
- 30.3.3 Where the vehicle is towed, the AA accepts no responsibility for the safekeeping or transport of the cardholder's personal belongings, which will have to be removed from the vehicle before towing.
- 30.3.4 RMB and the AA reserve the right to refuse any service or benefit where the AA service is being abused, used fraudulently or is no longer valid.

31. Debt Protection Products (Credit Life Insurance)

31.1 Debt Protection

31.1.1 You will receive Automatic Debt Protection cover, an embedded value add service and a credit life insurance plan which provides cover against the outstanding balance or the maximum specified amount, whichever is the lesser amount, on your credit card facility at the time of your death or permanent disability, subject to the following conditions:

- We (the Insurer) must receive satisfactory proof of your death or permanent disability within twelve (12) months of the event;
- We will not waive any amount owing to us that is greater than twelve thousand Rand (R12 000) for Cardholders.

31.1.2 The Automatic Debt Protection Plan starts on approval of your credit card facility and ends:

- When the Insurer pays a claim in the event of your death or permanent disability;
- If you are under special arrangement and default twice, whether consecutively or at any time during a sixty (60) month period, the Plan will automatically terminate, and you will lose your cover and have no claim under this Plan.

31.1.3 We will not waive any amount:

- Wilful self-inflicted injury or suicide for a period of twelve (12) months from the Start Date of this Plan;
- Active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, insurrection, rebellion revolution, civil commotion or uprisings, military power;

- Any pre-existing condition/s that you were aware of and that affected you in the twelve (12) months prior to the Start Date of this Plan will be excluded for a period of twelve (12) months after the Start Date of this Plan;
- Disability that arose within three (3) months of the Start Date of this Plan;
- The covered event arose from participation in criminal activities.
- If your account is not in good standing because it has an unacceptable arrears status as at the date of your death or the event causing permanent disability, i.e. if you have not paid two or more monthly premiums owing on your credit card that became due and payable;
- If this agreement and/or your right to use the credit card and/or your credit card facility ends;
- If at the date of your death or the event causing permanent disability, you are seventy (70) years old or older;
- If the terms and conditions of this Plan are not met; and
- If any information provided on the submission of a claim is materially incorrect, fraudulent, misrepresented or omitted. The insurer also reserves its rights to recover any amount paid on a claim, which later transpires to have been a fraudulent claim.

31.1.4 It is your duty to inform us immediately if you have been accepted to undergo debt review.

31.1.5 Misrepresentation, non-disclosure of a material fact or an incorrect or inaccurate statement or information may lead to the rejection of a claim or the cancellation of this Plan, and will result in a forfeiture of all premiums already paid.

31.1.6 For further information on Automatic Debt Protection, please visit www.rmbprivatebank.co.za.

Claims Procedures

Notification and submission: The claimant (you, a family member, or appointed executor) must notify the insurer of a claim as soon as possible after the event, but no later than twelve (12) months after the claim event occurring. If the claimant doesn't do this, the insurer shall not be liable to pay any benefits under the Plan for such claim. Notification can be done telephonically or by e-mail at Tel: 087 736 7775; E-mail: fnblifeclaims@fnb.co.za.

Documentation: You can request claim forms, documentation or information from the insurer by using the contact details provided above. The claimant must provide the insurer with all documents, reports and information necessary to assess the claim. The insurer reserves the right to request any additional information, in order to verify or process the claim, which must be provided at the claimant's cost.

Conditions: If you submitted any permanent Disability claim under this Plan, you have the obligation to undergo reasonable medical treatment by appropriate medical practitioners (a qualified medical specialist supervising his care for that specific condition, illness or injury). This is needed to reasonably prevent a claim event from happening. If a claim needs to be made, the insurer may also need you to see a medical practitioner of its choice to give it extra evidence and information. The insurer will pay the costs of such a medical practitioner. The insurer will only pay the claim when all evidence and information has been accepted by it.



If the insurer rejects your claim, you have ninety (90) calendar days to lodge your objection in writing. The insurer will reassess your claim based on any representations made in support of your request for a review and advise you of our final decision in writing. The insurer shall be relieved of liability and a claim shall be deemed to have prescribed should summons not have been served on it within a period of six (6) month of your receipt of the insurer's final decision. This six (6) month period is in addition to the ninety (90) calendar days referred to above.

Borrowing or security: This Plan does not have any surrender or paid-up value. This means that if the Plan is canceled, you will not receive any pay out. You also cannot borrow money against this Plan or use it as security for a loan other than the credit agreement.

Complaints procedures

Plan or claim Complaints: If you have any complaint about this Plan or a claim, please contact the Complaints Call Centre on Tel: 087 575 9408 ; E-mail: clientserviceinterventions@rmbprivatebank.com You can contact the compliance officer on Tel: 087 736 7775; E-mail: lifecompliance@fnb.co.za.

Unresolved Complaints: If we still dispute or reject your claim and you are not satisfied with the reasons provided for such rejection or if you have any unresolved dispute about this Plan, you may refer the matter to the Ombudsman for Long-term Insurance: Tel: (021) 657 5000; Fax: (021) 674 0951; Email: info@ombud.co.za; Website: www.ombud.co.za.

Financial Services Provider Complaints: If you have any complaint about the financial services provider, RMB, you can contact the Complaints Call Centre at Tel: 0860 11 22 44; Fax: 011 632 2317; E-mail: clientserviceinterventions@rmbprivatebank.com. You can contact the compliance officer on Tel: 011 371 7953; Fax: 011 371 2192.

Unresolved Complaints: If after you have contacted RMB and you have any unresolved dispute about the financial service provided to you, you can contact the FAIS Ombudsman; Tel: 012 762 5000; Fax 012 762 5000; Email: info@faisombud.co.za Website: www.faisombud.co.za.

31.2 Contractual relationships and accreditation for Automatic Debt Protection

Product supplier and insurer: FirstRand Life Assurance Limited ("FirstRand Life") is a registered life insurer, Licence No. 00102/001; Registration No. 2014/264879/06; 3rd Floor, 5 First Place, 9 Kerk Street, Johannesburg, 2000; PO Box 1153, Johannesburg, 2000; Tel: 087 736 7775; fnblife@fnb.co.za.

FAIS class and type of product: Category 1, Sub category 1.22 (Long-term Insurance – Category B1-A). RMB is a registered financial services provider for this class and type of product.

Financial Services Provider and Intermediary: Rand Merchant Bank ("RMB"), a division of FirstRand Bank Limited, an authorised Financial Services and Registered Credit Provider, Reg. No. 1929/001225/06 NCRCP20; 3rd floor, 1 First Place, Simmonds Street, Bankcity, 2001; PO Box 1153, Johannesburg, 2000; www.rmbprivatebank.com; Tel: 0860 11 22 44 / +27 11 369 1088 (international); E-mail: fnblife@fnb.co.za.

The Plan is provided under a contractual agreement between FirstRand Life and RMB (RMB and FSR Life are associates in terms of the FAIS Act), accrediting RMB to distribute the Plan and attend

to certain administrative functions. RMB has a written mandate to act for FirstRand Life and collects a fee for services rendered for this Plan.

RMB does not hold any interest in FirstRand Life. FirstRand Life and RMB hold professional indemnity insurance cover. RMB takes responsibility for the actions of its authorised representatives insofar as they are providing financial services. Some representatives may be rendering services under supervision and will inform you accordingly.

31.3 General

Employees of RMB Private Bank Credit Card are trained and accredited to explain the contents of these products to interested clients. RMB Private Bank Credit Card holds professional indemnity insurance.

- 31.3.1 This Insurance Risk Benefit is not intended to satisfy all your life insurance needs.
- 31.3.2 Any legal issues will be decided according to South African Law.
- 31.3.3 The Insurer has the right to change or cancel the plan if the law permits it to, including changes relating to legislation or other rules applicable to this Plan, and will notify you via post, SMS, email or any other means within thirty one (31) days of any such change being implemented.

The Insurer may immediately cancel this Plan or place it on hold, refuse any transaction or instructions, or any other action that it considers necessary in order to comply with laws and prevent or stop undesirable or criminal activity.

32. SLOW Domestic, SLOW XS and SLOW International Airport Lounges ("SLOW Lounge/s")

32.1 Only RMB Business, Corporate, RMB Premier, Private Clients, Private Wealth, Business and FNB Private Bank Cardholders (hereinafter referred to as Qualifying Account Cardholders) qualify for access to and to utilise the services of the SLOW Domestic and SLOW XS Lounges. The SLOW International Lounge is situated in the International terminal of OR Tambo International Airport. SLOW Domestic Lounges are situated in the domestic terminals of Cape Town International Airport (Cape Town), King Shaka International Airport (Durban) and O.R. Tambo International Airport (Johannesburg). The SLOW XS Lounge is situated in Lanseria Airport (Johannesburg).

32.2 Only RMB Business, Corporate and FNB Private Bank Cardholders (hereinafter referred to as Qualifying Account Cardholders) qualify for access to, and to utilise the services of the SLOW International Lounge.

32.3 Access to SLOW Lounge

As a Qualifying Account Cardholder, you qualify for access to and to utilise the services of the SLOW Lounges as per the conditions specified on our website which may be updated from time to time.

32.4 General Rules

32.4.1 The access mechanism for entry into the SLOW Lounges is a qualifying Credit Card, Cheque Card, Fusion Card or a valid QR code on the RMB Private Bank Banking App.



- When using your card for entry, the qualifying card will be swiped once for entry of the Qualifying Account Cardholder and their guest(s).
 - When using the RMB Private Bank Banking App for entry, only one (1) QR code will be scanned per visit, including the Qualifying Account Cardholder and guest(s).
- 32.4.2 Qualifying Criteria: Every entry into the SLOW Lounge is charged a fee. Complimentary access into the SLOW Lounge is dependent upon whether you meet the qualifying criteria, as determined by RMB Private Bank. General access to the SLOW Lounges is determined independently from qualifying criteria being met. Any Qualifying Account Cardholder may access the lounge on presentation of the qualifying card however; access is dependent on the space available in the lounge at the time of entry. Every entry into the lounges is charged for and will reflect as a fee on your Credit or Cheque card statement. The fee will only be reversed depending on whether you meet the qualifying criteria which are available on our website www.rmbprivatebank.com and may be updated from time to time. It is the responsibility of the Qualifying Account Cardholder to familiarise themselves with the qualifying criteria. In addition to the qualifying criteria, the following rules also apply:
- Only Qualifying Account Cardholders will qualify for access to SLOW Lounges.
 - To gain entry into the SLOW Lounge, the Qualifying Account Cardholder's Qualifying Card or valid QR code must be presented at the SLOW Lounge for the Qualifying Account Cardholder to gain entry. If the Qualifying Card or valid QR code is not presented, the Qualifying Account Cardholder will be denied entry into the SLOW Lounge.
 - The SLOW Lounge is a cashless facility. Entry into the lounge cannot be paid for at the lounge reception
 - The Qualifying Card or valid QR code must be accompanied by a boarding pass for the date of departure.
 - The cardholder's name which is reflected on the Qualifying Card must correspond with the name on the boarding pass.
- 32.4.3 Should you as the Qualifying Account Cardholder wish to know the number complimentary visits you have available prior to entering the SLOW Lounge you can logon to the RMB Private bank Banking App or call the RMB Private Bank Service Suite.
- 32.4.4 The SLOW Lounge, at its discretion, may refuse entry to any Qualifying Account Cardholder or guest.
- 32.4.5 Qualifying Account Cardholders are not allowed to bring minors into the SLOW Lounge unless the minor is the guest of the Qualifying Account Cardholder as specified on our website www.rmbprivatebank.com. Please note that minors under the age of two are allowed free access into the SLOW Lounge.
- 32.4.6 Should the Qualifying Account Cardholder's guest be a minor (person under the age of 18 years), the minor must be accompanied by an adult at all times.
- 32.4.7 Additional guests above those entering the Lounge as per the Qualifying Account Cardholder's allowed complimentary visits as specified in the qualifying criteria are only allowed entry into the SLOW Lounge if there is space available to accommodate them within the SLOW Lounge, subject to the SLOW Lounge Manager's discretion, and will be charged a fee in accordance with the pricing found on our website www.rmbprivatebank.com
- 32.4.8 Where a fee is incurred by additional Credit Cardholders, the fee will be charged directly to the primary Credit Cardholder's Account and the primary Credit Cardholder will be liable for the repayment of that fee.
- 32.4.9 Qualifying Account Cardholders and/or guest who gain entry into the SLOW Lounge are not allowed to be intoxicated or to use abusive language. Such behaviour will result in the Qualifying Account Cardholder and/or guest being removed from the SLOW Lounge. The Qualifying Account Cardholder and/or guest may have their access permanently revoked.
- 32.4.10 RMB Private Bank reserve the right to revoke access to any Qualifying Account Cardholder.
- 32.4.11 RMB Private Bank is not liable for any damage, loss or claim of any nature that arises while the Qualifying Account Cardholder and/or guest utilises the services of the SLOW Lounge.
- 32.5 The Qualifying Account Cardholder confirms that these terms and conditions have been drawn to its attention and that adequate opportunity has been given to receive and understand them.
- ### 33. Bidvest Premier Lounge Access Rules
- 33.1 Only RMB Corporate, Business Black and RMB Private Bank Cardholders (hereinafter referred to as Qualifying Account Cardholders) qualify for access to and to utilise the services of the Bidvest Premier Lounges.
- 33.2 The Bidvest Lounges will not accept any RMB Corporate or Business Black/RMB Private Bank cardholders with expired cards.
- 33.3 The Bidvest Lounges will not allow the Bidvest Qualifying Account Cardholder into the lounge without a valid Corporate or Business Black/RMB Private Bank card or valid QR code on the RMB Private Bank Banking App present.
- 33.4 The Bidvest Lounges will only permit the Bidvest Qualifying Account Cardholder access to the lounges if the Corporate or Business Black/RMB Private Bank Credit Card or Cheque Card presented is in their individual name.
- 33.5 Only one card (RMB Corporate or Business Black/RMB Private Bank Credit Card or Cheque Card) will be permitted per Bidvest Qualifying Account Cardholder requiring access to the lounge and must be accompanied by a boarding pass (both the card and the boarding pass must be in the same individual's name).
- 33.6 For more information, including operating hours and directions, please visit www.bidvestlounge.co.za
- ### 34. inContact
- 34.1 The *inContact* Service is a messaging system which provides you with notifications of certain account activity via SMS and/or email to your selected mobile number and/or e-mail address.
- 34.2 These terms and conditions apply to *inContact* and *inContact-Pro* (an enhanced form of *inContact*). They form a binding agreement between you and RMB. You must read these terms and conditions carefully. Contact us if you don't understand any part of these terms and conditions. These terms and conditions must be read with the RMB General Terms and Conditions located at www.rmbprivatebank.com. By using *inContact* and/or *inContact-Pro* you agree to be bound to these terms and conditions.



34.3 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.

34.4 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 thirty (30) days from the date of the statement. Should you fail to do so all entries will be assumed to be correct and authorised. RMB will not be held responsible for any losses suffered as a result of your failure to notify us timeously of suspicious or unauthorised transactions.

34.5 *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 RMB about any suspicious or unauthorised transactions on your account within twenty four (24) hours. If you fail to do this, you agree that RMB 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.

35. Escheatables Claims Procedure

35.1 Notifications and submission:

The claimant (you, a family member, or appointed executor) must notify FNB Bank, of your intention to claim, with the necessary legal documentation directly as soon as possible before (while the account is Inactive) or after (classified as an Escheatable account).

The bank may specify an amount threshold (subject to change from time to time) in which the bank will not try to contact the customer regarding the unclaimed credit balance for less and or up to the value of less than R50.00.

Three contact attempt notifications will be sent to (you, the client) advising of the unclaimed balance on your credit card account before the account is classified as Escheatable and before the account is closed.

Uncontactable clients with an unclaimed credit balance will be transferred to our Escheatable suspense account. Accounts at "Escheatable" stage will be closed systematically.

All Escheatable accounts will be kept in safe custody and noted in a journal. Remarks will be placed on the banks system as evidence to identify accounts for a period of 60 years and longer.

You need to update your contact details with us on a regular basis. Validation of claims can be done telephonically or by e-mail on 087 575 1111; E-mail: inactivecreditcard@fnb.co.za

35.2 Documentation:

You can request claim forms, documentation or information from FNB by using the contact details provided above. The claimant must provide FNB with all documents, reports and information necessary to assess the claim. The bank reserves the right to request any additional information, in order to verify or process the claim.

35.3 Conditions:

If you submitted an Escheatable claim FNB reserves the right to request updated and certified documentation relating to proof of the claimant with the required completed forms before a claim can be paid out.

The claimant can claim unclaimed funds for a period of sixty years from the day the account became dormant, if they can prove the claim and complete the claim forms.

Once the Escheatable account is closed, no interest shall accrue to the account once transferred to the suspense account.

35.4 Complaints procedures:

If you have any complaint about this claim, please contact the Complaints Call Centre on Tel: 087 575 9408.





Definitions used in this Agreement

"access channel" means any form of access technology including but not limited to the internet or mobile phone technologies or Interactive Voice Response (IVR) system.

"additional cardholder" means any person authorised by you to be issued an additional credit card under your responsibility.

"additional account" means any credit card or Petro Card account opened by us in the additional cardholder's name for which the Primary Cardholder is responsible.

"ATM" means an Automated Teller Machine.

"attorney and client scale" means the fees and expenses which a client is liable to pay an attorney for services rendered in respect of a legal matter.

"cardholder, you, your, I" means the cardholder to whom we have issued the credit card.

"channels" Cellphone banking, online banking, branch banking, ATM banking.

"chip" means the integrated circuit that is embedded in a plastic card and which is designed to perform processing and/or memory functions.

"consumer" means the party to whom credit is granted under a credit facility.

"contactless chip & PIN" means a plastic card, commonly called a chip card, with an embedded chip and antenna.

"credit card" means the relevant magnetic-stripe and/or contactless chip & PIN Visa Credit Card, Visa Electron Credit Card or Petro Card that we issue to you used as an access mechanism to access your credit card account and/or your credit facility.

"Credit Card Account" means a financial Services Product as defined in the Financial Advisory and Intermediary Services Act capable of taking deposits and allowing you to transact and includes the credit card account or Petro Card account (as applicable) opened by us in your name or in the additional cardholder's or additional account holder's name.

"Credit facility" means an agreement in terms of which we the credit provider pays an amount to you or on your behalf or at your direction. Your obligation to repay the money to the credit provider is deferred and you are billed periodically.

"Credit Card Account Monthly Fee" is the cost charged monthly for the administration and maintenance of your credit card account.

"Credit Facility Service fee" is the cost charged monthly for the routine administration and maintenance of your credit facility.

"credit provider" means the person who grants credit under a credit agreement.

"common monetary area" means South Africa, Namibia, Lesotho, Botswana and Eswatini.

"credit provider, the bank, we, us, our" means FirstRand Bank Limited, a registered bank, registration number 1929/001225/06.

"dormant account" is any account that is considered inactive or unclaimed when there is no customer-initiated activity or contact for a pre-determined period. After a lapse of a predetermined period, the escheatable process is then initiated.

"escheatable" is the process of identifying customer's accounts that are considered "abandoned with a credit balance" after a period of inactivity and dormancy, taking into consideration product specific requirements.

"exchange control regulations" means exchange controls that are administered by the South African Reserve Bank Exchange Control department and through commercial banks authorised to deal in foreign exchange. All international commercial transactions must be accounted for through these authorised financial exchange dealers.

"RMB" means Rand Merchant Bank, a division of FirstRand Bank Limited.

"good standing" means all your RMB and FirstRand Bank accounts and credit agreements must be in good standing. This means that none of your RMB and FirstRand Bank accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with RMB or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and RMB or FirstRand Bank, including but not limited to: collections, liquidation and sequestration proceedings. Legal process however excludes debt review as envisaged in S86 of the National Credit Act 2005.

"inactive account" is any account on which no customer-initiated activity has occurred for a period pre-determined by the bank in accordance with the rules relating to the specific type of account and which contain monies that have not been claimed or a zero balance. If the account is not in use for the predetermined period, or if the account balance is less than the amount as advised by FNB from time to time, FNB may close the account.

"Linked Petro Card" means a Petro Card that we issue to you which is linked to a credit card in your name.

"National Credit Act" means the National Credit Act 34 of 2005.

"PIN" means the personal identification number linked to the card.

"Qualifying Account Cardholder" means RMB Private Wealth, Platinum, Private Clients and RMB Private Bank Cheque or Credit Cardholders.

"Repo Rate" means the rate at which the Central Bank lends cash to the banking system, which is an indicator for short term interest rates.

"standalone Petro Card" means a Petro Card that we issue to you which is linked to a separate Petro Card account in your name.

"Visa" means Visa International Services Association.



Contact Details and Complaints Process

FRB's Registered Address

Physical Address

Group Company Secretary's Office
1st Floor, 4 Merchant Place
Corner of Fredman Drive and Rivonia Road
Sandton
2196

RMB's Registered Address

Physical Address

3 First Place
BankCity
Cnr Jeppe & Simmonds Streets
Johannesburg
2001

Postal Address

PO Box 1420
Johannesburg
2000

Tel: 087 575 9411

Fax: 0860 674 444

E-mail address: ServiceSuite@rmbprivatebank.com

Website address: www.rmbprivatebank.com

RMB Credit Card Compliance Officer

Physical Address

The Compliance Officer
3rd Floor
1 First Place
BankCity
cnr Simmonds and Pritchard Streets
Johannesburg
2001

Postal Address

First National Bank
PO Box 1153
Johannesburg
2000

Tel: 011 371 7953

Fax: 011 371 2192

RMB Credit Card Complaints Department

E-mail address: clientserviceinterventions@rmbprivatebank.com

Legal Notices May Be Served At

Physical Address

Compliance Support at Interbank Risk & Compliance
3rd Floor
1 First Place BankCity
Cnr Pritchard and Simmonds Streets
Johannesburg
2001

Ombudsman For Banking Services

Physical Address

28 Harrison Street
Johannesburg
South Africa
2000

Postal Address

PO Box 5728
Johannesburg
2000

Tel: 011 838 0035 / 0860 800 900

Fax: 011 838 0043

E-Mail address: Info@obssa.co.za

Website address: www.obssa.co.za

Fais Ombudsman (Advice-Related Complaints)

Physical Address

Sussex Office Park
Ground Floor, Block B
473 Lynnwood Road
Cnr Lynnwood Road and Sussex Avenue
Lynnwood
0081

Postal Address

PO Box 74571
Lynnwood Ridge
0040

Tel: 012 470 9080 / 0860FAISOM (0860324766)

Fax: 012 470 9097

E-mail address: info@faisombud.co.za

Website address: www.faisombud.co.za



Long-Term Insurance Ombudsman (Complaints)

Physical Address

Third Floor
Sunclare Building
29 Dreyer Street
Claremont
Cape Town
7700

Postal Address

Private Bag X7735
Claremont
Cape Town
7735

Tel: 021 657 5000

Fax: 021 674 0951

E-mail address: info@ombud.co.za

Financial Sector Conduct Authority (FSCA)

Postal Address

41 Matroosberg Rd
Ashlea Gardens
Pretoria
0002

Tel: 0800 20 37 22

Fax: +27 12 346 6941

Email address: info@fsc.co.za

The National Credit Regulator (Regulates Creditors / Debt Counsellors / Credit Bureau) / The National Consumer Tribunal (Complaints)

Tel: 0860 627 627

Website address: www.ncr.org.za

Credit Bureau

Transunion ITC

Tel: 0861 482 482

For All Service Queries Relating To:

- RMB Private Bank Credit Card New Applications
- Lost or Stolen Cards
- Fraud
- RMB Private Bank Credit Card Cancellations
- RMB Private Bank Credit Card Collections
- Deceased Estate Department
- RMB Private Bank Credit Card Limit Increase
- RMB Private Bank Credit Card Authorisations
- RMB Private Bank Credit Card Retention
- Balance Transfer Division

Tel: 087 575 9411

Fax: 0860 674 444

E-mail address: ServiceSuite@rmbprivatebank.com

Website: www.rmbprivatebank.com

Debt Review Centre

Tel: 0860 362 002

NCR Helpline

Tel: 0860 627 627