

Transactional Bank Account

Terms & 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.

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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 freeze or 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 service suite or on www.rmbprivatebank.com

Interest you will earn

Interest earned will be based on the available balance held in your account. Interest earned and the rate of interest applicable is subject to change at the discretion of RMB Private Bank from time to time.

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, 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 credit 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 received by email. Statements obtained from online banking are free of charge. You will be charged for statements received by post or manual requested statements from the service suite or your private banker.

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 may be required to 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.
- 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.
- 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 our discretion at any time without giving you prior notice.
- But we will advise you of the interest rate on your online banking profile
- If your Cheque Account is to be closed, any money in your Savings Pocket will be transferred to your Cheque Account.
- If you do not use your account for a certain period we can close it. From the time your account is closed you will not earn interest. If you do not claim the money in the account by the time we close the account, we will transfer the money to an FNB suspense account for safekeeping. You have the right to claim this



money for a period of sixty (60) years from the date on which the account became dormant. To do this you must complete the necessary forms and prove your claim.

BANK YOUR CHANGE RULES

- When you open the Savings Pocket, you may be required to 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 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, this rounded up amount will be accumulated and transferred to the Savings Pocket on a weekly basis. In addition to the rounding off to the nearest Rand, you also have the option to top-up (save an additional amount) with every purchase.
- We will check the available balance on your RMB Private Bank Account every week and if there are, available funds (e.g. the amount rounded up to must be equal to or less than the available in your bank account) in your Bank Account the added “savings” will be transferred from your Bank Account into your Savings Pocket. The savings amount will only earn interest once it has been transferred into your Savings Pocket.
- “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.

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.

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 service suite, by contacting us at the numbers below or by visiting www.rmbprivatebank.com

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

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 service suite, 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 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 Service Suite 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 via our non-resident banking 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 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 service suite 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 and negotiable instruments

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 and 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 RMB Private 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.

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 FNB ATM which include cash deposits,



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), and 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:

+27 11 303 5050

RULES FOR RMB PRIVATE BANK PETRO CARDS

These terms & conditions (“rules”) apply to your use of the RMB Private Bank petro 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 RMB Private 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 Petro card can only be linked to one transactional 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 Petro 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:

+27 11 303 5050

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

1. Steps you must take to safeguard your card and pin

In order to prevent unauthorised transactions on your account, you agree to take all reasonable steps to safeguard your card and personal identification



number (PIN) that is associated with the card. You must do the following:

- Comply with all security requirements and recommendations published/issued by us from time to time;
- You must change any PIN we issue to you immediately.
- You must not tell/disclose your PIN to anyone.
- 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 authorised 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 ensuring that a transaction is lawful.
- You must use the PIN and/or sign a transaction slip as required by, the supplier of any goods or services.
- When 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 notify us immediately if any of the following happens or even if you just think they may happen:
 - 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 that apply to the card at a RMB Service Suite or Online Banking.

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 converted to South African Rands at the VISA or MasterCard (as applicable) rate of exchange that applies on the date of processing the transaction to your account. The transaction will be shown on your monthly account statement in South African Rands. A currency conversion fee will be charged for this service and will be added to the transaction amount. Be aware that merchants may not process the transaction on the date of the transaction. This can result in exchange rate differences, which you will be liable for. We are required to report any transactions that occur outside the CMA to the South African Reserve Bank, the South African Revenue Service and/or the Financial Intelligence Centre.

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. The account holder or the card holder may request us to issue a new/replacement card provided that the



accountholder's mandate is still in force, if any of the following happens:

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

The same limits and functionality will apply to the new/replacement 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 service suite once we have confirmed your identity.

4. Our right to debit the account or decline transactions

The Cardholder will be held liable for all transactions concluded with their Cheque/Debit Card which include, but are not limited to:

- Transactions concluded at Automated Teller Machines(ATM's)
- Transactions concluded at Point of Sale (POS)
- Recurring Payments where the Cardholder has authorised the Merchant to collect payments from the account

Transactions concluded via electronic methods which include, but are not limited to the internet or telephone.

All transactions for purchases, services or cash withdrawals will be charged (debited) 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 (debit) 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.

You must not use the debit card to buy foreign lottery tickets and participate in online gambling activities. We have an obligation to decline any debit card transactions in SA that relates to foreign lotteries or any online gambling activities.

5. Disputes with suppliers

A dispute between you and any supplier of goods or services will not affect our right to charge (debit) 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, for goods purchased or services obtained with the card; or
- have 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, as published by VISA or MasterCard (as applicable) from time to time 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 may be charged with:
 - a fee for each transaction (where applicable) made through the use of the card, as advised by us from time to time,
 - government levies (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 guide. It is available at any RMB Private Bank service suite or on www.rmbprivatebank.com. Information about dispute and voucher fees are available from any RMB Private Bank service suite.

7. Cardholder and customer are jointly and severally liable for all transactions

- The account holder may ask us to issue additional cards and PINs, if required, 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. You accept 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 co-principal debtor for all amounts and any other obligations arising out of these rules. All amounts include interest which may be 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 (debited) 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 (debited) 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 may suffer 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.

Report lost/stolen cards to the following number:
+27 11 303 5050

10. Ending our agreement with you

- We may, at our sole discretion and without reason, end our agreement with you, and/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; and
 - If it is necessary to protect our interests.
- The customer and/or the cardholder may end the agreement, provided all outstanding amounts due to RMB Private Bank.
- The customer has the right to claim possession of the card from the additional 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, which have been made by the cardholder but not yet processed by the supplier.

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).
- The card is VISA or MasterCard branded, issued by us under license of VISA or MasterCard as the case may be.
- We may from time to time amend these rules, by notifying the customer of the changes on 20 (twenty) days notice.
- If you are not happy with the changes, you have the right to end the agreement before the expiry of 20 (twenty) 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 20 (twenty) day period expires.
- You consent to the Bank sharing your personal information with our Couriers for the purposes of delivery of your RMB Private Bank Card.

RMB PRIVATE BANK GENERAL TERMS AND CONDITIONS

1. This document records your and our Agreement

- This agreement will apply to you if you are an individual and you have any account with RMB Private Bank.
- This agreement sets out the general terms & conditions that apply to your and our relationship.
- You can do your banking or get information about your account using different banking channels. We may also provide you with payment mechanisms such as a cheque book, a debit, cheque or petrol card so you can transact on your account. From time to time we may also make other services available to you. All of the above (banking channels, access mechanisms and services) are governed to their own rules.
- These rules will also apply to you if you use these products/services. To fully understand your and our rights and duties, you must read this agreement together with those rules. You must contact us if you don't understand any part of the rules.
- If there is a conflict (difference) between this agreement and the rules, the rules will apply.

- We can change this agreement or any of the rules at any time. We will tell you about any significant (important) changes to this agreement or the rules before we make the change. Unless you end the agreement in question before the date the change comes into effect (applies), we can assume that you agreed to the change.
- The words "you" or "your" means the account holder/customer and also includes any person the customer allows to operate on his/her account.
- The words "us", "our", "we" or "the bank" only refers to RMB Private Bank.

2. Fees you must pay us

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 in RMB's latest Pricing Guide. (A copy is available on www.rmbprivatebank.com or from any RMB Service Suite.) 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. When and how we will send you Statements

- To help you to check the transactions on your account we may make account statements available to you or you may request a statement from the RMB Service Suite. You must review your statements regularly.



- We may either make your statements available electronically (e.g. on online banking) or we may send you your statements by email or by post.
- You may be charged an additional fee for statements requested over and above those we normally give our customers. 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. Transactions carried out, but not yet paid (credited) or deducted (debited) from your account will not appear on your statement.
- 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.
- 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 to get the information we need. If we do this we will never disclose more information than we need to.
- How we use your information:
 - FSR (FirstRand) collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.
 - Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third parties lawful interest is being protected or pursued.
 - FSR may process your information. Information includes amongst others information regarding marital status, national

4. You must check your statement carefully and report any mistakes

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

5. How we treat your personal information



origin, age, language, birth, education, financial, identifying number, e-mail address, physical address, telephone number, online identifier, biometric information and your name.

- The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- FSR may process your information for the following reasons (amongst others):
 - To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfill reporting requirements and information requests.
 - To detect, prevent and report theft, fraud, money laundering and other crimes.
 - To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.
 - To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
 - To develop, test and improve products and services for you.
 - For historical, statistical and research purposes.
 - To process payment instruments (like a cheque) and payment instructions (like a debit order).
- To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
- To do affordability assessments, credit assessments and credit scoring.
- To manage and maintain your accounts or relationship with FSR.
- To disclose and obtain information from credit bureaux regarding your credit history.
- To enable you to participate in the debt review process under the National Credit Act.
- To enable FSR to deliver goods or documents or notices to you.
- For security, identity verification and to check the accuracy of your information.
- To communicate with you and carry out your instructions and requests.
- For customer satisfaction surveys, promotional and other competitions.
- FSR may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:
 - Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
 - Debt Counsellors, payment distribution agents and other persons that assist with the debt review process under the National Credit Act.
 - Payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions.



- Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
- Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
- Regulatory authorities, governmental department, local and international tax authorities and other persons that FSR under the law have to share your information with.
- Credit bureaux.
- FNBs service providers, agents and sub-contractors like couriers and other persons FNB uses to offer and provide products and services to you.
- Persons to whom FSR cedes their rights or delegates their obligations to under agreements.
- FSR can process your information outside of the borders of South Africa, according to the safeguards and requirements of the law. The person processing your information will apply the same level of protection as required in South Africa.
- FSR may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
- You have the right to access the information FSR has about you by contacting us at FNBComplianceSupport@fnb.co.za or 011 371 8494.
- You have the right to request us to correct or delete the information FSR has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept. You must inform us of your request.
- You may object on reasonable grounds to the processing of your information in general or for the purposes of direct marketing. 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.
- You have the right to withdraw your consent which allows us to process your information.
- You have the right to file a complaint with the Information Regulator about an alleged contravention of the protection of your information.
- You can refer to our Privacy Policy (Copies can also be obtained from www.rmbprivatebank.co.za) for more information on our privacy practices.

6. You and our address for sending correspondence and legal notices

- We may communicate with you using any means (electronically, fax, paper).
- We will send any communications (including statements) to the last postal; street; email address, telephone; cellphone or fax number we have on record for you or that is known. We may also communicate with you using our website, our banking channels (online, cellphone, telephone, ATM or our service suite) 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, 1st Floor, 5 Merchant Place, 9 Fredman Drive, Sandton 2196.
- 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 Service Suite or by calling or writing to us using the telephone number or address we have advised for this purpose. (If you change your street address, you must give us proof of your new address.) It may take up to 7 (seven) days for the change to reflect on our systems.
- So we can update your records you agree that we may get your addresses and contact numbers from other companies in the FirstRand Limited Group. We will only use this information as stated above.
- Any correspondence we send to you by:
 - post, will be considered to have been received by you within 14 days from the date on which we posted it;
 - by fax, email or SMS, will be considered to have been received by you on the day it was sent, or in the case of a Saturday, Sunday or public holiday, on the next business day.

- Any notices or correspondence we make available on our website, our ATM network or in the media will be considered to have been received by you on the date it was published.

7. Jurisdiction and costs

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

8. If you appoint other persons to use your accounts you are responsible for their actions

- If you complete the necessary bank form, we will allow another person to use your account. We refer to these persons as account users.
- You will be responsible for all debts account users incur including our fees and charges, any overdrawn amounts plus interest on those amounts. You will be responsible for anything they do or fail to do.
- You understand the risks involved in giving another person access to the account and have considered the restrictions or limits that should apply.
- You must provide correct and up to date information about the account users on your account/s and you alone are responsible for



deciding and checking what rights must be given to account users.

- You can cancel your account user's rights at any time by completing the required bank forms. You will be responsible/liable for all transactions they made before you did this, including future dated payments and cheques.
- The rights you gave to any account users comes to an end when you end their authority or where the law says so, such as on your death or if you become legally incompetent.

9. Sanctions

- RMB Private Bank endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this we can do any of the following things if we consider it is necessary to do so, or if South African and international laws, rules regulations restrictions and policies ("the laws") require us to do so:
 - we may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. We will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
 - we can refuse to do business with any person or entity that it considers undesirable.

- we will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
- we can end its relationship with a customer.
- we can monitor any transactions and instructions.
- we can request further information before acting on any instruction or transaction. We can verify any transaction or instruction or recipient before processing it. This may result in a delay in us carrying out the instruction.
- we can refuse to carry out any instruction or transaction.
- we can place a hold on any account or facility.
- You agree to assist us to comply with the laws by providing us with all the information and documents we require. If you fail to do so or provide false information we can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end the relationship with you.
- We will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if we do any of the things mentioned above, or anything else necessary to comply with the laws.



10. FNB is not legally responsible to you for service interruptions because of things that occur that are outside of its control

At certain times, FNB can be prevented from providing banking or other services, products, or goods to you or fulfilling its obligations to you because of things that are outside of its control. This includes, but is not limited to, involuntary interruptions outside of our control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes, or any other events outside its reasonable control. In such cases the bank will not be responsible for any failure to perform any of its obligations to you, and its obligations will be suspended, for as long as such interruptions continue.

We may at our discretion give you prior notice of interruptions and changes, but we have no duty to do so.

We will not be legally responsible to you for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, whether brought by an individual or any entity, because of any service interruptions that were beyond our reasonable control.

11. General

- You must tell us immediately if you are placed under an administration order, or are sequestrated.
- If your estate is provisionally or finally sequestrated 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, which shows 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 forces 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. This means it will be treated as correct unless you can prove it is not.
- Unless we agree to this, you may not cede (transfer) or pledge (promise) any of your rights or delegate (transfer) any of your duties under your and our agreement.
- While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage.
- Each and every clause of the agreement and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of the agreement/rules are invalid. The rest of the agreement and rules will still apply.



- The headings in clauses in our agreement and rules are included for your reference only and must not be used to interpret the agreement or rules.
- Unless it is clear from the context, in the rules and this agreement a reference to the singular includes the plural and vice versa.
- If you live outside the common monetary area (South Africa, Namibia, Swaziland, and Lesotho) additional rules apply to you. Please refer to our non-resident terms and conditions.
- The words “including or include” must be read as “including, but not limited to”.
- For purposes of interpreting the agreement or any rules any reference to RMB Private Bank includes its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.
- We may end this agreement at any time by giving you reasonable notice of this.
- We can change the terms and conditions that apply to you, the way you access your accounts, any services we provide. We can also add new rules, products or stop existing products at any time. We will only notify you of material changes and unless you cancel this agreement before the date on which the changes take effect, you will be bound to them.
- No changes to this agreement or any rules and no waiver (giving up) of any of our rights will be binding on us unless it is recorded in writing and signed or issued by our authorised representatives.
- If the law allows, we have the right, without notice to you, to combine any or all accounts

that you may have with us and to set off any amount that you owe us against any amount you have in any of your accounts. However, we reserve the right to combine only some of your accounts and then we will be entitled to claim from you any amount for an account that has not been combined.

- In addition to this agreement, you will continue to be bound by any tacit (unspoken or implied) agreement between you and us about any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.
- Unless we say otherwise South African law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.

RMB PRIVATE BANK NOTIFICATION SERVICES TERMS AND CONDITIONS

- The inContact Service is a messaging system which provides you with notifications of certain account activity via SMS and/or email to your selected mobile number and/or email address.
- These terms & conditions apply to inContact, inContact – PRO (an enhanced form of inContact). They form a binding agreement between you and RMB Private Bank. You must read these terms and conditions with the RMB Private Bank General Terms and Conditions. By using inContact and/or inContact PRO you agree to be bound by these terms and conditions.
- The types and values of transactions that we provide notifications for do change from time to



time. Because of this you must still take the necessary precautions to safeguard your accounts, cards and banking channel access mechanisms, such as passwords and PINs.

- You are responsible for ensuring RMB Private Bank (“we”) has your correct mobile numbers and/or email addresses. We will not be held responsible if your SMS and/or email is sent to the wrong number or address. Your inContact information can be updated electronically using the Online Banking channel, by contacting the customer contact centres or by visiting a Branch.
- We cannot guarantee receipt or delivery of an SMS and/or e-mail as the Bank uses external third parties for relaying of SMS and/or email. Although we do send you inContact notifications your statement will be the main and final record of all transaction on your account. You must therefore check all entries on your statement immediately upon receipt of your statement. You must report any unauthorised transaction or errors within 30 (thirty) days from the date of the statement. Should you fail to do so all entries will be assumed to be correct and authorised. FNB will not be held responsible for any losses suffered as a result of your failure to notify us timeously of suspicious or unauthorised transactional.
- inContact is designed to assist you to track activity in your account and minimise potential unauthorised transactions. It is important that you read your incontact notifications as soon as you receive them. You must notify FNB about any suspicious or unauthorised transactions on your account within 24 (twenty four) hours from

the time an inContact message was sent to you. If you fail to do this, you agree that FNB can treat the transaction as correct and hold you legally responsible for the transaction as if you had done or approved it. In the event of a dispute regarding when a message was sent our system records will serve as proof of the date and time of the sending of the message unless you can prove otherwise.

- inContact subscribers can access Cellphone Banking Lite by dialling *120*321#. This allows you to monitor your accounts as it enables you to view transactions and balances on all accounts linked to your profile. Further you can perform limited value transactions. Should you wish to not avail of this service the functionality can be disabled by dialling *120*321# and following the menu options.

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, 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 authorized 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

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 account holder 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.