

Date last amended: 23 June 2021

# RMB PRIVATE BANK PAYPAL SERVICE TERMS AND CONDITIONS

#### TOPPING-UP AND WITHDRAWING MONEY FROM A PAYPAL ACCOUNT/WALLET

#### 1. THE FNB-PAYPAL SERVICE

Through our Service we enable South African residents ('users'/' you') to conduct:

- 1.1. Cross-border top up from the user's qualifying FNB account to the user's PayPal account/wallet (this function is hereinafter referred to as 'Top-up'); and
- 1.2. Cross-border withdraw from the user's PayPal account/wallet to the user's qualifying South African bank account (this function is hereinafter referred to as 'Withdraw').

Both the aforementioned functions are jointly referred to as the 'Service'.

#### 2. ACCEPTANCE

- 2.1. The Service is made available to you by us conditional upon your acceptance, without modification, of all the terms specified in this agreement, which must be read in conjunction with, and herewith incorporates by reference our:
  - 2.1.1. Conditions of Access;
  - 2.1.2. Privacy Policy;
  - 2.1.3. Disclaimer;
  - 2.1.4. The Remote Banking Agreement, with specific reference to the FNB Online Banking service channel;
  - 2.1.5. The Electronic Services Agreement, with specific reference to the FNB Online Banking Enterprise<sup>™</sup> electronic banking platform; and
  - 2.1.6. All our other terms and conditions which are necessarily incorporated herein.

This agreement and all the aforementioned terms and conditions are jointly referred to as our 'Terms and Conditions'. You can access these Terms and Condition on the FNB website, by contacting FNB Online Banking or by contacting the FNB PayPal Service call centre on 0875 PAYPAL (729725).

- 2.2. In the event of conflict between this agreement and the aforementioned terms, then the provisions of this agreement will prevail to the extent of the inconsistency.
- 2.3. Your access to and use of the Service constitutes your agreement to and acceptance of this agreement.
- 2.4. If you do not agree with any provision contained in this agreement, please do not use this Service.

#### 3. PAYPAL USER AGREEMENT

- 3.1. In addition to this agreement, users also agree to abide by the relevant Legal Agreements for PayPal Services, especially as it applies to South African PayPal users.
- 3.2. You may visit PayPal's website to view the legal agreements for PayPal Services.

### 4. PAYPAL IS A THIRD PARTY

- 4.1. PayPal is considered a third party and accordingly our Terms and Conditions relating to links to third party websites, third party content as well as third party products and services specifically apply to PayPal's products and services.
- 4.2. A PayPal account/wallet is not an FNB bank account; accordingly, we cannot provide you with a PayPal account/wallet transaction history.
  - 4.2.1. Only Top Up and Withdraw transaction history between a qualifying South African bank account and the users' PayPal accounts/wallets will be accessible to users when logging on to their FNB Online Banking profiles.



- 4.2.2. Each Top-up and Withdraw transaction history will remain accessible through the users' FNB Online profiles in accordance with our Online Banking's terms and conditions.
- 4.3. The FNB PayPal Service call centre 0875 PAYPAL (729725) can only assist with Top-up and Withdraw queries as they relate to the Service; accordingly, we cannot assist users with any other PayPal related queries, and all such PayPal account related queries must directly be referred to PayPal.
- 4.4. Complaints concerning Top-up and Withdraw must be directed to the FNB PayPal Service call centre 0875 PAYPAL (729725) or be sent to paypalenquiries@fnb.co.za. If your complaint is not adequately addressed, please follow the complaints procedures listed on the FNB website.

#### 5. USING THE SERVICE

Users will require the following in order to make use of the Service:

- 5.1. A qualifying FNB account for Top-up and a qualifying South African bank account or FNB Business Global Account (USD) for Withdraw.
  - 5.1.1. Qualifying FNB accounts for the purposes of Top-up includes the majority of FNB:
    - 5.1.1.1. savings accounts;
    - 5.1.1.2. cheque accounts;
    - 5.1.1.3. transmission accounts;
    - 5.1.1.4. commercial accounts; and
    - 5.1.1.5. corporate accounts.
  - 5.1.2. Qualifying South African bank accounts for the purposes of Withdraw includes the majority of transactional bank accounts of most of South African banks, including those of FNB listed in 5.1.1. above. It also includes the FNB Business Global Account (USD) and most FNB credit cards. Investment accounts, home loan accounts, and credit cards other than FNB Credit cards are not qualifying South African bank accounts for the purposes of Withdraw.
  - 5.1.3. When electing to conduct a Top-up or Withdraw, a list of all your qualifying bank accounts that can be used for the Service will be displayed.
  - 5.1.4. Bank accounts that are not displayed when electing to conduct a Top-up or Withdraw transaction cannot be used for Top-up or Withdraw transactions.
- 5.2. A qualifying FNB Online Banking or FNB Online Banking Enterprise<sup>™</sup> profile.
  - 5.2.1. Use of the Service is not available through any other banking channels including but not limited to: branches, ATM's, cellphone banking, telephone banking, FNB App.
  - 5.2.2. To obtain a qualifying FNB Online Banking or FNB Online Banking Enterprise<sup>™</sup> profile we are legally obliged to identify and verify our customers. We are also obliged to report any suspicious transactions relating to the Service to the South African Financial Intelligence Centre. If we are unable to identify and verify you, in accordance with prevailing legislation, you will not be able to make use of this Service. To be able to identify and verify you, you will be required to supply us with certain documentation from time to time which we will verify before allowing you to make use of the Service.
  - 5.2.3. If you are using the FNB Online Banking Enterprise™ electronic banking platform:
  - 5.2.3.1. The nominated administrator(s) will be responsible for:
  - 5.2.3.1.1. Performing all PayPal account linking and maintenance functions;
  - 5.2.3.1.2. Assigning employees the rights to access the PayPal Top-up and PayPal Withdraw functionality;
  - 5.2.3.1.3. Setting user account permissions. A user requires specific permission to both capture and authorise Top-up and Withdraw transactions in order to submit the respective transactions; and
  - 5.2.3.1.4. Setting the financial limits that restrict the maximum amount that the authorised user can perform Top-up and Withdraw transactions for.
  - 5.2.3.2. A single user authorisation applies to Top-up and Withdraw transactions regardless of the number of authorisers required for other types of transactions.



- 5.3. A verified South African PayPal account:
  - 5.3.1. Only verified South African PayPal accounts/wallets can be used for this Service.
  - 5.3.2. To open a PayPal account/wallet, users must go to the PayPal website.
  - 5.3.3. In order to verify a PayPal account/wallet, users will be required to link a debit, credit card or cheque card.
  - 5.3.4. The PayPal verification process is a PayPal process and FNB cannot intervene in this process.
  - 5.3.5. We endeavour to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this we can do any of the following things if we consider it necessary to do so, or if South African and international laws, rules, regulations, restrictions and policies ('the laws') require us to do so:
  - 5.3.5.1. 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 we or the law considers necessary thereafter.
  - 5.3.5.2. We can refuse to do business with any person or entity that we consider undesirable.
  - 5.3.5.3. We will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by us in the management of our 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.
  - 5.3.5.4. We can end our relationship with a customer.
  - 5.3.5.5. We can monitor any transactions and instructions.
  - 5.3.5.6. 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 by us in carrying out the instruction.
  - 5.3.5.7. We can refuse to carry out any instruction or transaction and we can place a hold on any account or facility.
  - 5.3.5.8. 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 our relationship with you.
  - 5.3.5.9. **Take note:** We will not be legally responsible to you, or any person, or customer for any loss or damage, you or they will suffer if we do any of the things mentioned above, or anything else necessary to comply with the laws.
- 5.4. Linking a PayPal account/wallet to an FNB Online Banking or FNB Online Banking Enterprise™ profile
  - 5.4.1. During the linking process a user will be required to:
  - 5.4.1.1. Enter his primary PayPal account/wallet's email address;
  - 5.4.1.2. Successfully login to his PayPal account/wallet in order to complete the linking process; and
  - 5.4.1.3. Verify certain contact information for South African Reserve Bank Balance of Payment reporting purposes and may be required to supply additional information in order to complete the linking process.
  - 5.4.2. A user will not have the functionality to Top-up or Withdraw until all of the linking requirements have been successfully completed.

## 6. TRANSACTIONS CANNOT BE CANCELLED OR REVERSED

- 6.1. With reference to our Terms and Conditions and more particularly our Online Banking Remote Banking and Electronic Services Agreements, we confirm that any transaction conducted in terms of the Service is a transaction which cannot be reversed or stopped once confirmed by you and submitted to us.
- 6.2. If for whatever reason a Top-up payment transaction from a user's FNB account to their linked PayPal account cannot be completed and the funds need to be repatriated to the user's FNB account, then the user will be liable for all related costs, including but not limited to, the SWIFT fee, foreign exchange fluctuations, commissions and any FNB administrative fees.
- 6.3. If for whatever reason a Withdraw payment transaction from a user's linked PayPal account to their South African bank account cannot be completed and the funds need to be returned to the user's linked PayPal account, then the user will be liable for all related costs, including but not limited to, the SWIFT fee, foreign exchange fluctuations, commissions and any FNB administrative fees.



6.4. It remains the user's responsibility to ensure that that they comply with all PayPal requirements to remove a PayPal account limitation and to keep their linked PayPal account in good standing. If a user's linked PayPal account has been limited by PayPal, for whatever reason, and such a limitation prevents FNB from successfully completing a Top-up or Withdraw transaction or requires the user to cancel a Top-up or Withdraw transaction, then the user will be liable for all and any costs referred to in 6.2 and 6.3.

#### 7. RIGHT TO SUSPEND AND OR REVERSE A TRANSACTION

- 7.1. We will monitor all transactions concluded in terms of this Service and we reserve the right to suspend and/or reverse, at any stage, a Top-up or Withdraw transaction in accordance with any legislation and/or upon the directions of a regulatory authority.
- 7.2. We reserve the right to suspend your access to this Service or to terminate your participation in this Service:
  - 7.2.1. if you breach any of these terms and conditions;
  - 7.2.2. if you have failed to provide us with any information or documentation required in respect of this Service;
  - 7.2.3. if we suspect any fraudulent, illegal or suspicious activity relating to your participation in this Service or your FNB PayPal account;
  - 7.2.4. to enable us to comply with any legal or regulatory requirement impacting on this Service; or
  - 7.2.5. to comply with a valid court order.
- 7.3. We will notify you of the suspension or termination immediately to your primary PayPal email address. We will not be liable for any damages of any nature resulting from your suspension or termination for any of the aforementioned reasons.

#### 8. FEES AND CHARGES

- 8.1. We will charge you a fee when performing Top-up or Withdraw transactions.
  - 8.1.1. The fee will cover the following, including but not limited to:
  - 8.1.1.1. our banking fees/commission;
  - 8.1.1.2. taxes; and
  - 8.1.1.3. exchange control related fees and costs
  - 8.1.2. The fees may vary for each Top-up and Withdraw transaction as the fees are dependent on various factors and accordingly, we will first quote you the fees for the relevant transaction before requiring you to confirm the transaction.
- 8.2. Each Top-up and Withdraw transaction is subject to currency conversions and accordingly you will be required to accept the quoted exchange rate.
  - 8.2.1. Exchange rates for Top-up and Withdraw transactions will vary
  - 8.2.2. users will be quoted a United States Dollar (USD) exchange rate for both Top-up and Withdraw transactions.
  - 8.2.3. For Top-up transactions a user's elected FNB qualifying account will be debited with two amounts constituting the quoted Rand amount based on the quoted exchange rate and a second amount for all fees.
  - 8.2.4. For Withdraw transactions a user's elected FNB qualifying account will be:
  - 8.2.4.1. credited with the quoted Rand amount based on the quoted exchange rate if a Rand account;
  - 8.2.4.2. credited with the USD amount if an FNB Business Global Account (USD); and
  - 8.2.4.3. debited with all fees.
  - 8.2.5. For Withdraw transactions involving a qualifying South African bank account other than an FNB qualifying account, the user's elected qualifying South African bank account will be credited with the nett amount after all fees have been deducted from the quoted Rand amount based on the quoted exchange rate.
- 8.3. Please note, the fees, charges and exchange rates charged for the Service may differ from those rates which you have negotiated with FNB for any of our other products and services.

## 9. IMPORTANT: REFERENCE NUMBER

9.1. Whenever you conclude a Top-up or Withdraw transaction, we will electronically supply you with our reference number for that transaction.



- 9.2. It is very important that you record the aforementioned number and keep it safe for as long as necessary, since we will under no circumstances whatsoever entertain any query, dispute or any other communication relating to a Top-up or Withdraw transaction without you first providing us with the corresponding reference number.
- 9.3. You shall not hold us liable and fully indemnify us against all claims, losses, fines, penalties or any other damages of whatsoever nature, including all legal costs on an attorney and own client scale, relating directly or indirectly to any Top-up and/or Withdraw transaction where you fail to provide us with the corresponding reference number.

#### 10. TIMING OF TRANSACTIONS

- 10.1. Top-up transactions may take up to one (1) business day to reflect in the nominated PayPal account.
- 10.2. Withdraw transactions may take up to five (5) business days to reflect in the nominated qualifying bank account.
- 10.3. Business days exclude all South African, United States of America, Singapore and the Republic of Ireland's weekends and public holidays.

### 11. WE MAY AMEND THIS AGREEMENT FROM TIME TO TIME

- 11.1. We reserve the right, in our sole discretion, to amend (including without limitation, by the addition of new terms and conditions) this agreement at any time and from time to time.
- 11.2. Any such amendments shall come into effect immediately and automatically.
- 11.3. We will inform you of any amendments.
- 11.4. You agree to review this agreement whenever you visit the website for any such amendments.
- 11.5. The use of the Service will be taken as an acceptance of the agreement.
- 11.6. If you do not agree with the changes you have the right to terminate this agreement.

### 12. IMPORTANT: EXCHANGE CONTROL REGULATIONS OF THE SOUTH AFRICAN RESERVE BANK (SARB)

In light of the fact that the Service entails cross-border transactions, all Top-up and Withdraw transactions are subject to the South African Currency and Exchanges Act 9 of 1933, the Regulations to the Act, the Orders and Rules issued in terms of the Regulations and the terms and conditions of a specific exchange control authority, issued by the South African Reserve Bank. You are therefore required to acknowledge compliance with the terms and conditions referred to below before concluding any transaction relating to the Service.

- 12.1. In terms of the aforementioned exchange control requirements, specifically the legal requirements of Exchange Control Regulation 6, all users availing of the Service are inter alia, obligated to ensure that funds held in a PayPal wallet/account are repatriated to South Africa through the Withdraw function within 30 days from date of Top-up or from the date that the funds were received from another PayPal user, whichever is applicable.
  - 12.1.1. In other words, funds may not be retained in a PayPal wallet/account for longer than 30 days.
  - 12.1.2. For information purposes only, an extract from Exchange Control Regulation 6 is paraphrased below:

## ACQUISITION BY THE TREASURY OF FOREIGN CURRENCY

- 6. (1) Every person resident in the Republic who becomes entitled to sell or to procure the sale of any foreign currency, shall within thirty days after becoming so entitled, make or cause to be made, a declaration in writing of such foreign currency to the Treasury or to an authorised dealer.
  - (2) Every person resident in the Republic who becomes entitled to assign or to procure the assignment of any right to receive outside the Republic, in respect of any credit or of any balance at a bank, payment of any amount in a foreign currency shall, within thirty days after becoming so entitled, make or cause to be made, a declaration in writing of such right to the Treasury or to an authorised dealer.
  - (3) Any person who has, in terms of sub-regulation (1) or (2), made a declaration in writing to the Treasury or to an authorised dealer, shall be deemed to have offered such foreign currency or such right, as the case may be, for sale to the Treasury or to such authorised dealer and the Treasury or such authorised dealer may purchase such foreign currency or such right



- at a price which, in the case of foreign currency, shall not be less than the market value of that currency on the day of purchase and, in the case of a right, shall be such as the Treasury may fix. 8 -
- (4) Any person from whom the Treasury or an authorised dealer purchases foreign currency or a right in terms of this regulation shall do all things necessary for the purpose of transferring that foreign currency or assigning that right to the Treasury or to such authorised dealer.
- (5) No person who is entitled (whether actually or contingently) to receive a payment in a foreign currency shall, except with permission granted by or on behalf of the Treasury and in accordance with such conditions as may be imposed by the Treasury or on its behalf do, or refrain from doing, any act with intent to secure that -
- (a) the receipt by him of the whole or any part of the payment in such currency is delayed;
- (b) the payment ceases, in whole or in part, to be receivable by him or receivable in that currency;
- (c) the contingency on which the right to receive payment as aforesaid is dependent (including the declaration of a dividend or profit by a company in which such person has an interest), does not eventuate.
- (6) Any foreign currency or any right in respect of which a declaration has been made in terms of sub-regulation (1) or (2) but which has not been purchased by the Treasury or by a person authorised by the Treasury to act under this regulation shall not be sold, transferred or otherwise disposed of without the permission of the Treasury and in accordance with such conditions as the Treasury may impose.
- (7) The provisions of sub-regulations (3), (4) and (6) shall not impose upon any person an obligation in respect of any foreign currency or any right if he is, in respect of that currency or that right, as the case may be, exempted from this regulation by the Treasury.
- (8) The Treasury may withdraw any exemption granted in terms of sub-regulation (7).
- 12.2. Only transactions outlined in paragraph 13.7 may be undertaken and users will be expected to:
  - 12.2.1. Select the correct balance of payment (BoP) category code to correspond with the proposed transaction type, as well as
  - 12.2.2. formally declare that the information furnished is correct.
- 12.3. It is acknowledged that utilisation of the Service is electronically based, but nonetheless, copies of documentary evidence, (albeit electronically created) supporting the underlying transaction must be retained by the user for a period of five years, as the Exchange Control Authorities reserve the right to call upon users to make such documentation available, as necessary, in order to evidence or support transactions passed over a PayPal wallet/account.
- 12.4. Should any South African resident PayPal user, for any reason be holding funds in a PayPal wallet/account, as from 25 March 2010 these funds must immediately be repatriated to South Africa, in terms of exchange control requirements, in particular Exchange Control Regulation 6, an extract of which is included above.

#### 13. IMPORTANT: Balance of payment (BoP) reporting for exchange control purposes

- 13.1. At the time of linking your PayPal wallet/account to your qualifying FNB Online Banking or FNB Online Banking Enterprise<sup>TM</sup> profile, you will be required to view and amend certain contact information that will be used for South African Reserve Bank (SARB) BoP reporting purposes.
  - 13.1.1. You are required to acknowledge, either by confirming or amending the displayed information during the linking process, that any contact information submitted is true and correct and you may be required to produce documentation to prove this at any stage either by us or the SARB.
  - 13.1.2. Our duty to identify and verify our customers in terms of the Financial Intelligence Centre Act is entirely independent from the SARB BoP reporting requirements. The information and documentation that you supply for SARB BoP reporting purposes will therefore not be used for client identification and verification purposes.
  - 13.1.3. The contact information required for commercial or personal customers may vary and we may require users to submit additional information prior to completing the linking process as described above. users may be required to submit additional information/documentation either at an FNB branch and/or to a designated FNB call centre.
- 13.2. Each Top-up or Withdraw transaction must be undertaken individually and independently of each other, resulting in the need to select a specific BoP category code, for each inward or outward transaction.



- 13.2.1. Accordingly, should a Top-up or Withdraw transaction be for more than one BoP category code then a separate transaction is required where the applicable BoP code must be selected.
- 13.2.2. No 'bulking' or 'setting off' of transactions is permitted.
- 13.3. A list of BoP category codes will be displayed, and you must select the relevant code.
- 13.4. If there is no BoP code listed for the nature of your transaction, then this Service may not be used for that purpose.
- 13.5. You are advised to contact the FNB PayPal Services Call Centre on 0875 PAYPAL (729725) or FNB Foreign Exchange on 08601 FOREX (36739) should you require further information concerning BoP codes and the requirements pertaining thereto.
- 13.6. All transactions will be reported to the SARB including:
  - 13.6.1. The user's (business or individual) contact details.
  - 13.6.2. The currency of the transaction.
  - 13.6.3. The value of the transaction.
  - 13.6.4. The receiving party. For all Top-up transactions the receiving party will be PayPal Private Limited, a Singapore registered entity and for all Withdraw transactions the receiving party will be the user.
  - 13.6.5. The sending party. For all Withdraw transactions the sending party will be PayPal Private Limited, a Singapore registered entity and for all Top-ups the sending party will be the user.
  - 13.6.6. BoP category code.
- 13.7. When performing a Top-up or Withdraw transaction you will be required to select a BoP category code. A short description is provided in the drop-down list.
- 13.8. Specific BoP category codes may require you to enter additional document reference numbers or have specific documentary evidence.
  - 13.8.1. You are required to retain all such documentation for five years and may be required by either us or the SARB to supply proof of these documents.
  - 13.8.2. Certain BoP categories will require additional information such as:

## 13.8.2.1. Invoice number

- 13.8.2.1.1. When the invoice number held at the time of payment is from a pro-forma invoice (this would be for advance payments for imports BoP category 101 and capital goods), you must use this pro-forma invoice number throughout the payment life of the transaction.
- 13.8.2.1.2. This applies even after subsequent invoices are issued (including commercial invoices)
- 13.8.2.1.3. The invoice number must have a prefix of INV... [after this insert alpha numeric characters, length 1 to 32 (excluding INV)].

## 13.8.2.2. Customs Client Number

- 13.8.2.2.1. Over and above the ICN (imports) / UCR (exports), a Customs Client number (CCN) must also be provided for some cross-border import/export payments.
- 13.8.2.2.2. The CCN is an 8-digit number which can be obtained by registering as an importer / exporter with the South African Revenue Service.
- 13.8.2.2.3. This number must be entered in the 'Customs Client Number (CCN)' field.
- 13.8.2.2.4. If the CCN is less than 8 digits, zeros must be inserted in front of the number. For example, if your CCN is 7654, you should enter 00007654.
- 13.8.2.2.5. For more information contact your freight forwarder or visit the SARS website.
- 13.8.2.2.6. For BoP category codes 101 the default CCN 70707070 will be accepted.

### 13.8.2.3. The Unique Consignment Reference ('UCR')

- 13.8.2.3.1. The South African Reserve Bank (SARB) requires a Unique Consignment Reference (UCR) to be reported on all export proceeds.
- 13.8.2.3.2. This requirement forms part of the initiatives undertaken by the SARB and the Customs unit of the South African Revenue Service (SARS), to implement an automated process for administration and control of cross-border transactions.



- 13.8.2.3.3. It is important that the UCR provided to the Bank matches the UCR provided to SARS when the goods are cleared for export. The SARB will electronically match these references.
- 13.8.2.3.4. The Customs Release Notification (CRN) document and the SAD 500 (Custom Declaration Form) must have the same UCR.
- 13.8.2.3.5. Format of the Unique Consignment Reference ('UCR'): the UCR must consist of at least 12 characters but no more than 35. For example: nZA12345678a...35 a:

*n* is the last digit of the year of the export i.e. '8' for 2018.

ZA is a fixed character.

12345678 is the Customs Client Number.

is the unique alpha numeric consignment number. This could be related to the document that the exporter will use to link export proceeds with a specific export consignment. This document could be an invoice, quotation, order, shipment no., etc.

### 13.8.2.4. BoP category code 101-01,101-02, 101-11, 103-01 and 103-11

- 13.8.2.4.1. Corporates must provide us with a valid VAT number and income tax number.
- 13.8.2.4.2. For Top-up both individuals and corporates must submit their Bill of Entry documentation for the imported goods, accompanied by the related Top-up transaction number, to us by email to paypalivs@fnb.co.za.
- 13.8.2.4.3. These requirements are effective from 15 August 2011.

#### 14. PAYPAL PERMISSIONS

- 14.1. You have the option to grant FNB permission to access your PayPal account balance. When setting up the permission through FNB Online Banking or FNB Online Banking Enterprise™ you will be required to log on to your PayPal account to complete the permissions process.
- 14.2. By granting us this permission you authorise PayPal to disclose your PayPal account balance to FNB and you authorise FNB to access your PayPal account balance from PayPal.
- 14.3. As a South African PayPal account holder, you may have PayPal balances in multiple currencies, however FNB will only display your USD PayPal account balance to you on FNB Online banking or FNB Online Banking Enterprise™.
- 14.4. You further authorise FNB to display your PayPal account balance to required FNB staff for the purpose of providing the Service.
- 14.5. By granting us this permission you indemnify Paypal and FNB from any liability you may incur associated with or arising from Paypal or us acting in accordance with your permission and authorisation granted.
- 14.6. You may cancel the permission at any time by changing your PayPal settings on FNB Online Banking or FNB Online Banking Enterprise™.

### 15. PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION

- 15.1. You can refer to the FirstRand Group Customer Privacy Notice available on the Bank's website for more information on our privacy practices.
- 15.2. FRB refers to FirstRand Bank Limited, and its subsidiaries (including business units, divisions, branches, representative offices or companies connected to the FirstRand Group and any associates, cessionaries, delegates or successors in title or appointed third parties such as its authorised agents, advisors, partners and contractors.
- 15.3. The Bank will process (collect, use, store or otherwise deal with) your personal information (as defined in the Protection of Personal Information Act, 2013) for the purposes of providing the Service. The Personal Information will be processed in accordance with the Bank's privacy policy which may be accessed on the Bank's website and the requirements of applicable law.
- 15.4. To provide the Service to you we may be required to disclose your personal or your business information to third parties including but not limited to PayPal. For this Service and the ongoing supply thereof. Your information is being processed based on previous consents provided to obtain and use information from credit bureaus, third-party qualification data providers, the South African Fraud Prevention Services and for us to process your information outside of the borders of South Africa.



You indemnify us from any liability including but not limited to any losses, damages or costs you may incur, or claims made against the Bank associated with or arising from us acting in accordance with such consents.

15.5. You confirm that the information provided by you to FRB is true, correct and current (including information about your residency and citizenship for local and international tax purposes) and that you will inform FRB if it changes.