



## Bill Payment (Payment Request) Terms and Conditions

(Date: 20 November 2023)

### 1. APPLICATION

These terms and conditions apply to you if you use Bill Payments (Payment Request), and the use thereof will be deemed as your acceptance of these terms and conditions. This document sets out the rights, obligations and duties between the Bank and yourself in your personal and representative capacity in relation to the Bill Payment service.

### 2. SCOPE OF THIS AGREEMENT

These Terms and Conditions must be read together with the Electronic Payment terms and conditions as well as all other relevant general, product and channel terms & conditions found on our Website. If there is a conflict between this agreement and any other product or channel terms and conditions, the provisions of these terms & conditions will take precedence for Bill Payment (Payment Request) services only. Please read these terms and conditions carefully. Should you not understand any part of these terms and conditions, you must contact the Bank for assistance before proceeding with use of this service.

### 3. INTERPRETATION

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

- 3.1 The words, "you" or "your" means the account holder and/or their authorised user/s.
- 3.2 The words "us," "we" or "our" only means the Bank.
- 3.3 "Days" will mean calendar days unless qualified by the word "business". A "business day" means any day other than a Saturday, Sunday or official public holiday as gazetted or declared by the government of the Republic of South Africa.

### 4. DEFINITIONS

- 4.1. **'Bank'** means RMB Private Banking, a division of FirstRand Bank Limited with registration number 1929/001225/06.
- 4.2. **'Bank Channel'** means any access method that a Customer can use to interact with the Bank such as our Banking App or via our Website, or any future access method created.
- 4.3. **'Bill'** means a request and/or statement issued by a Biller and/or the Bank for an amount payable that is due by you.
- 4.4. **'Bill Payment'** means an amount paid by you to a Biller and/or a Bill Payment Provider using a unique Bill Reference Number, provided that your Biller and/or Bill Payment Provider is registered with the Bank to accept your payment using this service.
- 4.5. **'Biller'** means a person and/or entity that is your service provider and to whom you choose to pay.
- 4.6. **'Bill Payment Provider'** means an entity that facilitates Bill Payments on behalf of a Biller or a Service Provider. e.g., Easy Pay and Pay@.
- 4.7. **'Bill Reference Number'** means the reference that is allocated to your Bill.
- 4.8. **'Card'** means a debit or credit card issued by the Bank.
- 4.9. **'Customer'** means a person or person representing an entity, that is an account holder in that the person holds a bank account with the Bank.
- 4.10. **'EFT'** means Electronic Funds Transfer.
- 4.11. **'Payment Request'** is a payment service that assists Customers to pay and/or request a payment using Bank Channels.
- 4.12. **'Customer'** means a person or person representing an entity, that is an account holder in that the person holds a bank account with the Bank.
- 4.13. **'Website'** means the RMB Private Banking website found on [www.rmbprivatebank.com](http://www.rmbprivatebank.com).

### 5. YOUR OBLIGATIONS AS A CUSTOMER USING BILL PAYMENTS

- 5.1. You do not have to register for Bill Payments.
- 5.2. The Bank displays the details of the Bill Payment as received directly from the Biller and/or the Bill Payment Provider.
- 5.3. Your obligation to pay your Biller and/or the Bill Payment Provider is not dependent on this service. You are encouraged to use alternative methods of payment in the event your Biller and/or Bill Payment Provider is unable to use Bill Payment for whatever reason.
- 5.4. The Bank will not be responsible to you or to the Biller and/or Bill Payment Provider you are paying, for any loss or damage (direct, indirect and consequential) which may occur as a result of incorrect information displayed by the Bank in relation to the Bill Payment.

### 6. CONDITIONS SPECIFIC TO BILL PAYMENTS

- 6.1. Bill Payments assists you to easily pay a Bill using a Bill Reference Number as provided to you by your Biller and/or a Bill Payment Provider acting on behalf of your Biller, and/or the Bank.
- 6.2. You must ensure that you insert and/or confirm the correct and complete Bill Reference Number, the Biller's name and the amount to be paid. The Bank will only verify if the Bill Reference Number you have provided is related to the Biller and/or the



Bill Payment Provider, but the Bank will not confirm if the Bill Reference Number is your Bill Reference Number with the Biller and/or Bill Payment Provider.

- 6.3. The Bank cannot guarantee that the Bill Reference Number as provided by your Biller and/or Bill Payment Provider can be successfully presented to you for payment. It is your responsibility to confirm with your Biller and/or Bill Payment Provider that your Bill Reference Number is enabled on the Bank Channels.
- 6.4. The payment options available to you (EFT and/or Card) are determined by the Biller or Bill Payment Provider. You can choose to make payment via EFT or Card if both payment options are available to you.
- 6.5. If you choose to pay your Bill by EFT, these terms and conditions must be read with the Electronic Payment terms and conditions which are accessible on our Website.
- 6.6. If you choose to pay your Bill by Card, these terms and conditions must be read in conjunction with the relevant Card specific terms and conditions. The RMB Private Banking Transactional Bank Account Terms and Conditions will apply for use of debit cards and the RMB Private Banking Credit Card Account and Credit Facility Terms and Conditions will apply for use of credit card. These terms and conditions are accessible on our Website.
- 6.7. Should you have any query or dispute related to a Bill you must resolve this query or dispute directly with the Biller and/or Bill Payment Provider. The Bank will not be held liable for any loss, damage or claim (direct, indirect and consequential) as a result of any dispute howsoever arising between yourself and the Biller and/or the Bill Payment Provider.

## **7. COSTS**

- 7.1. A Bill Payment is executed upon your instruction at a cost and standard pricing will apply. You will be liable for any fees or costs charged to your account in regard to you using this service.
- 7.2. The Bank reserves the right to amend the pricing guide and fees/costs on its products and services which can be located on our Website. We may change our fees from time to time. We will advise you of this by giving you notice of the changes within a reasonable time before the change takes effect.
- 7.3. A Bill Payment can be processed using EFT or Card. The standard pricing for both EFT and/or Card will apply.
- 7.4. The latest pricing guides can be viewed on our Website.

## **8. WE CAN CHANGE THESE TERMS AND CONDITIONS AT ANY TIME**

We have the right to change these terms and conditions or add new terms and conditions for the use of these products and services at any time. Whenever we change these terms and conditions, we will electronically update this document. We will notify you about any significant (important) changes to this agreement or the rules.

## **9. GOVERNING LAW**

These Terms and Conditions will be governed by and interpreted in accordance with the laws of the Republic of South Africa.