



Payment Request Terms and Conditions

(Date: 10 November 2024)

1. APPLICATION

These terms and conditions apply to you if you use the Payment Request service, 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 this service.

2. SCOPE OF THIS AGREEMENT

These Terms and Conditions must be read together with the Electronic Payment terms and conditions, terms and conditions, as well as all other relevant general, product and channel terms & conditions found on our FNB/RMB 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 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 FNB or RMB.
- 4.2 'FNB' means only First National Bank, a division of FirstRand Bank Limited with registration number 1929/001225/06.
- 4.3. '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.
- 4.4. '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.
- 4.5. 'EFT' means Electronic Funds Transfer.
- 4.6 'Payer' means the person receiving the Payment Request who may hold a bank account with the Bank or another bank.
- 4.7 'Payment Request' is a payment service that assists Customers to pay and/or request a payment from another Customer using Bank Channels and PayShap Request.
- 4.8 'PayShap' is a payment service which allows a Payer and/or a Recipient to make and/or receive real time payments either using a bank account number, a ShapID or a Shap Name.
- 4.9 "PayShap Request" is a payment service that assists Customers to pay and/or request a PayShap Payment from a Sender and/or a Payer.'
- 4.9 "Sender" means the natural or juristic person that sends a Payment Request who may hold a bank account with the Bank or another bank.
- 4.10 'RMB' means only RMB Private Bank, a division of FirstRand Bank Limited with registration number 1929/001225/06.
- 4.11 "Website" means the FNB and RMB website found on fnb.co.za and rmbprivatebank.com.

5. YOUR OBLIGATIONS AS A CUSTOMER USING PAYMENT REQUEST

- 5.1. You do not have to register for the Payment Request service. Your Bank registered inContact cellphone number, Shap ID, Shap Name or Account Number will be used to initiate and send a Payment Request to you.
- 5.2. The Bank displays the details of the Payment Request as received directly from you and/or the Sender.
- 5.3 Your obligation to pay another Customer is not dependent upon the receipt of a Payment Request. You are encouraged to use alternative methods of payment in the event you and/or a Customer are unable to use Payment Request for whatever reason.
- 5.4. The Bank will not be responsible to you or to the other Customer or the Sender 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 this service.



6. CONDITIONS SPECIFIC TO PAYMENT REQUEST

- 6.1. Payment Request assists you to easily send or receive a Payment Request to and/or from another Customer. The Bank may also send you a Payment Request in relation to a banking product or service you have taken up. You are also able to receive Payment Requests from a customer at another PayShap participating bank who also offer PayShap Request.
- 6.2. Should you wish to send a Payment Request to another Customer you must ensure that you insert the correct and complete Customer's cellphone number registered with the Bank. The Bank will not verify the Customer's bank account, nor will we check if the identity of the Customer is correct.
- 6.3. In the event that your Payment Request is unsuccessful for whatever reason, you are encouraged to use alternative methods to receive payment. The Bank cannot guarantee that the Payment Request will be successfully submitted based on the cellphone number you provided.
- 6.4. Should you receive a Payment Request, you may choose to accept or reject it.
- 6.5. Should you choose to pay a Payment Request, please note that the details displayed are as provided by the other Customer. It is your responsibility to ensure the details are correct prior to paying the Payment Request and after paying, to check your transactional balance to confirm if the payment was made. The Bank will not be held liable for any loss, damage or claim (direct, indirect and consequential) as a result of any incorrect information displayed in relation to the Payment Request.
- 6.7. Some Payment Requests may be time sensitive and require immediate attention. It is your responsibility to respond within the expiry period, failing which the request will expire and the Bank will not be held liable.
- 6.8. Should you have any query or dispute related to a Payment Request you must resolve this query or dispute directly with the Customer. 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 Customer.
- 6.9. Should you choose to send a Payment Request, you agree that your name and contact number is shared with the other Customer in order to verify your Payment Request and identify you.

7 COSTS

- 7.1. A Payment Request 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 Payment Request.
- 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 Payment Request is processed using EFT, Card or PayShap and the standard pricing 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.