

Date last amended: 1November 2024

This important document sets out your and our rights and duties to each other. Read this document carefully together with the Forex Terms and Conditions, FNB or RMB Private Bank General Terms and Conditions, Transactional AccountTerms and Conditions for FNB, or RMB Private Bank if you are an RMB Private Bank customer, inContact Terms and Conditions and any other terms and conditions applicable to your relationship with us and services provided to you, which are available on our website or the RMB Private Bank website. Keep this document for your records. You must contact us if you do not understand any of the terms and conditions applicable to you.

- To open an FNB Global Account (where FNB Global Account issued in these terms and conditions, it includes the plural if you have more than one FNB Global Account) you must have a linked qualifying FNB or RMB Private Bank transactional account (ZAR/rand Account), you must be a South African resident, 18 years and older and your taxes must be up to date.
- Your FNB Global Account may only be funded from your FNB or RMB Private Bank transactional account. When you fund your FNB Global Account from your personal FNB or RMB Private Bank transactional Account (ZAR/rand Account) the following documents are required:
  - 2.1. If using the R10 million Foreign Investment Allowance:
  - 2.1.1. Original Tax Clearance Certificate in respect of Foreign Investment Allowance for Individuals
  - 2.2. If using the R1million Single Discretionary Allowance ('SDA') for Investment Purposes:
  - 2.1.2. No additional documents required.
- If using the SDA to fund your FNB Global Account, you may only do so for investment purposes. The SDA also covers reasons such as travel, gifts, donations, alimony, maintenance, study allowance, wedding expenses and other special occasions.
- You may not exceed the limits set by the South African Reserve Bank (SARB). This
  includes the Foreign Investment Allowance and the SDA specified by the SARB
  from time to time.
- 5. Use of your FNB Global Account Debit Card, FNB Global account number and/or FNB Global Account will be deemed a transaction(s) performed by you. You can transact on your FNB Global Account using your Global Account Debit Card, Global Virtual card or our self-service banking channels (which include Online Banking and the Banking App). The use of our digital channels are subject to the Remote Banking terms and conditions which can be viewed at www.fnb.co.za or www.rmbprivatebank.com.
- 6. Your FNB Global Account may never be overdrawn. Any overdrawn amount is immediately due and payable. If you do not make payment of this amount immediately when demanded, you agree that we can charge you interest (default (mora) interest) in accordance with the Prescribed Rate of Interest Act, 1975. We may also take steps to recover the overspent amount from you.
- 7. We may send you notifications about activities on your FNB Global Account via inContact messages, the FNB Banking App and/or email. (The rules that apply to FNB or RMB Private Bank notification services will apply to you. Copies of these rules are available on www.fnb.co.za or www.rmbprivatebank.com.
- 8. The processing of a transaction on the same day does not guarantee that the payment will be received by the recipient on the same day. Payments can take up to 5 business days to reflect in the recipient's account.
  (Business days mean all days except for Saturdays, Sundays and public holidays in South Africa).

- 9. If you do not fund your FNB Global Account, it will be closed after twelve months. If you have funded your FNB Global Account but not performed any transactions for a period of seventy-two months, your FNB Global Account will become inactive.
  To re-activate an inactive FNB Global Account, you must perform a transaction. Failure to perform any transaction for a period of (18) eighteen months whilst your FNB Global Account is deemed inactive will result in your FNB Global Account falling dormant. Please contact your Banker or the Service Centre to re-activate a dormant FNB Global Account. Any dormant FNB Global Account which is not re-activated during the eighteen (18)-month period shall be closed. Once your FNB Global Account is closed, you will not earn any interest on a credit balance (if applicable).
- 10. In the event that the FNB Global Account is closed, you have a period of sixty years from the date on which the FNB Global Account was closed to claim funds still in the FNB Global Account at time of closure of such account. To do this you must provide us with proof of identity and entitlement to the funds. To claim funds, please see the 'Unclaimed funds' procedure on our website.
- 11. If you want to close your FNB Global Account, the funds available in the FNB Global Account must first be sent back (repatriated) to your FNB or RMB Private Bank transactional Account (ZAR/rand Account). Your FNB Global Account will only be closed once it has a zero balance. When you close your FNB or RMB Private Bank Transactional Account (ZAR/rand Account) you must at the same time close your FNB Global Account.
- 12. If interest is payable on your FNB Global Account; we will calculate and pay interest monthly in the currency of that specific FNB Global Account. Interest rates are subject to change without prior notice. Please refer to our website for details on which FNB Global Account currencies earn interest and the applicable interest rate from time to time.
- 13. We will convert currencies at the spot exchange rate quoted by us or at a forward exchange rate. A spot exchange rate means the delivery of funds will take place within two business days on the specified value date. A forward exchange rate means that the sale or purchase of foreign currency takes place at a fixed exchange rate, for delivery at a specific date in the future.
- 14. If you instruct us to conclude all incoming transfers at the spot rate, we will conclude all incoming transfers at the spot rate for the day and credit your linked FNB Global Account without giving you a quote or requesting that you accept the quote.
- 15. If you require payment in a currency other than in the currency you deposited into your FNB Global Account, we will convert it at the exchange rate quoted by us at the time you withdraw the funds. You will enjoy the benefit and take the risk of any profits or losses caused by changes in the exchange rate. We do not guarantee the exchange rate and we will not be held liable for any exchange rate fluctuations.
- 16. If we receive funds from an offshore account to the FNB Global Account, we will not be responsible for the currency in which the remitting bank has sent the funds, prior to payment into the FNB Global Account. In such cases, if ZAR (rand) is received, it will be paid into the customer's FNB or RMB Private Bank transactional Account (ZAR/rand Account).



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- 17. The Exchange Control Regulations of the SARB govern all transactions on your FNB Global Account. You may never exceed the limits set by the SARB. This includes the Foreign Investment Allowance and the SDA specified by the SARB from time to time.
- 18. Spot exchange rate transactions or forward exchange contracts may not be credited to an FNB Global Account unless this is to fund an overdrawn account for immediate pay away (same day). Any debit interest charged to an FNB Global Account will be converted to ZAR (rand) on the first (1st) business day of the next month.
- Foreign capital held offshore in terms of Exchange Control Rulings/ Regulations
  or specific authorities may be introduced into South Africa and subsequently retransferred offshore against proof of the original introduction of foreign currency.
- 20. Private individuals may not use funds to enter into a transaction or series of transactions to directly or indirectly acquire shares or any interest in a Common Monetary Area (CMA) company or a CMA asset. These funds may not be re-introduced as a loan to a CMA Resident. CMA countries include: South Africa; Lesotho; Kingdom of eSwatini and Namibia.
- Funds transferred offshore may not be used to facilitate directly or indirectly, through any structure, any investment or schemes of arrangement whereby any asset or facility of any nature is acquired in the CMA.
- 22. You may not enter into any transactions offshore whereby capital or the right to capital will be directly or indirectly exported from South Africa (e.g. you may not enter into a foreign commitment with recourse to South Africa).
- 23. Due to the restrictions and rules imposed by the SARB, we cannot allow another person to transact on your FNB Global Account.
- 24. We may be required to give the South African Revenue Service (SARS) and/or the SARB information about your FNB Global Account.
- 25. You must inform us if any of your information changes.

## Terms and conditions for FNB Global Debit Cards

These terms and conditions apply to the use of your FNB Global Debit Card ('card(s)') issued by FNB. These terms and conditions will apply from the time you apply for or use the card, whichever happens first.

# 1. RULES FOR GLOBAL DEBIT CARDS

- Debit cards are only available for USD, EUR and GBP Global accounts.
   We may amend this list from time to time.
- Please note: we may require a minimum account balance before a
  debit card is ordered. Any minimum account balance requirement,
  including amendments from time to time, will be published in the latest
  pricing guide available on or
- Important: once you have requested a global debit card, your account balance may not be less than the minimum balance required to order a card for a period of 3 days from the date that you ordered your card to allow for the card fee to be processed.
- We reserve the right to decline any transactions which would reduce the balance below the minimum required balance during this period.
- You may only request one card per FNB Global Account. Only one card
  may be linked to one FNB Global Account. If additional cards are issued
  and linked to the same account, we reserve the right to cancel any
  additional card(s) on notice to you.

- You may not request a secondary card. Please refer to section 4 should you require a replacement card.
- The card may only be used outside the Common Monetary Area (CMA).
- The card (together with the PIN) may be used outside the CMA to do the following:
- Access available funds deposited into your FNB Global Account.
  - Withdraw cash from an Automated Teller Machine (ATM) and selected payment terminal devices. Please note when withdrawing funds from an international ATM, you may be charged a fee by the relevant bank for using the ATM, which fee is over and above what we may charge for withdrawals.
  - Obtain an account balance at an ATM or selected point-ofsale (POS) devices.
  - Pay for goods and/or services at POS from merchants or suppliers who accept the card.
  - To purchase goods and/or services online from merchants who accept the card.
  - To purchase fuel at merchants that accept the card.

# 2. STEPS YOU MUST TAKE TO SAFEGUARD THE CARD AND PIN

- To prevent unauthorised transactions on your account, you agree to take all reasonable steps to safeguard the card and any personal identification number (PIN) that is associated with the card. You must do the following:
  - Comply with all security requirements and recommendations from us.
  - You must immediately change any PIN we issue to you.
  - You must make use of any verification mechanism (e.g. online banking password, one-time-pin or App Push Notification) provided to you for each transaction and ensure that you check and respond immediately to any communication sent by us to you in relation to a transaction.
  - · You must not share your PIN with anyone.
  - You must keep the PIN secret and separate from the card.
  - $\bullet$  When you receive the card, you must immediately sign the back of the card.
  - You must set appropriate payment and withdrawal limits which will apply to your card.
  - Only you may use the card. You may not transfer the card to any other person or allow any other person to use the 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 your PIN and/or sign a transaction slip as required by the merchant or supplier of any goods or services.



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- When a card has expired, you must destroy the card by cutting through the magnetic strip and/or chip.
- You must notify us immediately if any of the following happens or if you think they might have happened:
- The card or device on which the card details is stored or used to make transactions is lost or stolen.
- Someone has obtained the PIN or has knowledge of your verification mechanisms.
- The card has been used for transactions which you have not authorised

## 3. YOU MUST COMPLY WITH EXCHANGE CONTROL REGULATIONS

- Even though the card will access available funds in your FNB Global Account, you must take care not to exceed the SDA limit as afforded to you by the SARB Exchange Control Regulations.
- Subject to the clause below, any transaction or payment made in a currency other than the currency of the linked.
- FNB Global Account, will be debited to the account at the card scheme's prevailing rate of exchange on the date of settlement. The transaction will be shown on your account statement in the currency of the FNB Global Account. Be aware that merchants may not authorise/process the transaction on the date of the transaction or payment which may result in exchange rate differences for which the account holder will be responsible.
- Subject to the exclusions listed below, for cross-currency transactions or payments of up to \$100,000 USD which are authorised immediately and then cleared and settled within 8 (eight) calendar days from the date of the transaction or payment in a currency other than the currency of the linked FNB Global Account, the rate of exchange applied will be the rate at the date and time of the transaction or payment. Excluded transactions will be subject to the rate of exchange applicable at the date of settlement and will include, but are not limited to, transactions that are not cleared and settled within 8 calendar days; where merchants do not place an authorisation hold on the transaction ('offline transaction authorisation'); transactions made in respect to payment for accommodation; car rental services; ticket purchases for airlines; transaction reversals; transaction disputes; as well as transactions where the initial amount is adjusted (but not cancelled and presented with the new amount).
- A currency conversion fee will apply to cross-currency transactions or payments using your card. You can view the card fees on the FNB Product Pricing Guide.
- We may be required to report any transactions that occur outside and within the CMA to the SARB, SARS and/or the Financial Intelligence Centre (FIC).
- You warrant that the use of the card will not in any way contravene the Exchange Control Regulations or any similar laws that apply from time to time and that you will comply with all relevant exchange control requirements. In addition, you are reminded that Exchange Control Regulations currently allow cardholders in whose names one or more bank credit and/or debit cards have been issued to make certain foreign exchange payments for small transactions, e.g. imports over the internet, by means of such credit and/or debit cards. This dispensation does not free you from the duty to pay any taxes and/or custom duties for the value of goods imported, or from complying with the requirements imposed by Customs.

#### 4. REPLACEMENT AND EXPIRY OF THE CARD

- The card is valid until the last day of the month of the expiry date shown on the card. You may only use the card during this period. You must destroy the card once it has expired. You may not be in possession of or use more than one card linked to your FNB Global Account at any one time.
- You may request a replacement card if your card is either lost, stolen or damaged. We will issue a replacement card only if your FNB Global Account remains active and you have met the minimum account balance requirement as reflected in the pricing guide. Please refer to the pricing guide for fees applicable to the issuing of a replacement card. If you request a replacement card, you must set the payment and withdrawal limits as these are not applied to your replacement card.
- If your card has expired, we will issue a renewal card automatically provided your FNB Global Account is still active.
- The limits applicable to your expired card will be applied to your renewal card. Should you want different limits to apply, you are responsible for changing these limits we may deliver the card to you or you may collect the card at a branch once we have verified your identity.

# 5. OUR RIGHT TO DEBIT THE FNB GLOBAL ACCOUNT OR DECLINE TRANSACTIONS

- You will be held legally responsible for all transactions performed using your card which include, but are not limited to:
- · Transactions at ATMs with the use of your PIN.
- Card present transactions at POS, including the use of contactless transactions.
- Transactions done via electronic methods which include, but are not limited to the internet or telephone.

All transactions for purchases, services or cash withdrawals will be debited (charged) to the selected linked FNB Global account. Each time the card or the card number (and PIN, where applicable) is used in a transaction, we can debit (charge) the account with the transac- tion amount even if no transaction slip or cash withdrawal voucher was signed.

If there are insufficient funds in your FNB Global Account, we can decline a request to authorise a transaction. Please refer to the pric- ing guide for applicable fees should a transaction be declined due to insufficient funds. Please note that an additional fee may also be levied by the Merchant's Bank or the ATM's Bank for these declined transactions.

Your card must not be used to participate in online gambling activities and for the purchase of foreign lottery tickets.

We will decline all transactions made using the card within the CMA

#### 6. DISPUTES WITH MERCHANTS OR SUPPLIERS

A dispute between you and any merchant or supplier of goods and/ or services will not affect our right to debit (charge) your FNB Global Account and/or receive payment of the transaction amount from you.



You do not have the right to:

- · Instruct us to refuse to pay a merchant or supplier.
- Request a charge-back of payment already made to a merchant or supplier, for goods purchased or services obtained with the card.
- Deduct any amount which we may owe you from any amount owing or which may become owing by you to us.

Any payment made by you to a merchant or supplier is final and irreversible, unless:

- Allowed by the card issuer's rules and regulations, as published by the card issuer from time to time.
- There was a duplication in payment due to human and/or technical/ system error by the merchant or supplier.

You must raise any card-related disputes within 30 days after the statement date. Disputes can be made by calling 087 575 9404 (Standard network rates apply) or by going to any FNB branch.

#### 7. CHARGES, FEES AND OTHER COSTS

Pay as you use pricing applies to the FNB Global Account and use of the FNB Global Account debit card in addition to the transactional fees, an annual card fee applies to the Global Debit card. This card fee is charged on first issue of the FNB Global Debit card and subsequently on an annual basis.

Full details of all applicable fees are set out in the pricing guide which can be viewed at www.fnb.co.za or www.rmbprivatebank.com, which is available from any FNB branch.

FNB may at any time amend or introduce new fees and charges for the use of the card. FNB will give you reasonable notice of this. Information about disputes and voucher fees are available from any FNB branch.

#### 8. YOUR LIABILITY

You will be legally responsible (liable) for:

- Any unauthorised card-based transactions until we have been notified by you of the loss or theft of the card.
- Any unauthorised transaction that has been debited (charged) to your FNB Global Account by any person other than you, by using the PIN or any verification mechanism used by you, unless you can prove that such person did not obtain the PIN or verification mechanism because of your negligence.
- Any unauthorised transaction(s) that has been debited (charged) to your FNB Global Account by any person other than you by way of using the card number for transactions made on the internet, by mail order, telephone or electronically, unless you can prove that such person did not obtain th card or card number because of your negligence.
- We are not responsible for any loss that you may suffer because of a failure, temporary breakdown or malfunction of any ATM, POS or any other form of card payment device, or any interruption to online or digital banking channels 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 PINbased transactions, from the time you become aware of the loss or
theft of the card until you have notified us of the loss or theft.

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- Lost Card Protection will not reimburse any claim for loss or damages incurred in the event that you are negligent in safeguarding the card or fail to immediately report the theft or loss of the card upon becoming aware of the theft or loss, unless you can show that you were not negligent.
- Any delay in reporting the loss or theft of the card to us, will be regarded as negligence and you must prove that you were not negligent.
- Report lost/stolen cards to the following number: 0800 110 132

#### 10. TERMINATION

- We have the right to end this agreement and close your FNB Global Account at any time after we give you reason able notice of this or if we have other grounds to do so.
   Unless required by law, we do not have to provide you with a reason for our decision to exercise our right to end this agreement and close your account.
- We reserve the right to end this agreement and/or suspend your right to use the card and/or your FNB Global Account with immediate effect and without notice to you in any of the following circumstances:
  - In the case of fraud, or suspected fraud
  - If you are using the card negligently or illegally
  - If we are forced to do so by law
    - If it is necessary to protect our interests
- If this agreement is terminated, all outstanding amounts owing by you remains due and payable to us, subject to any arrangements in place on the FNB Global Account.
- If you request us to close your FNB Global Account you must destroy your card immediately. The FNB Global Account will not be closed until all outstanding authorisations have been settled with the merchant or supplier and any outstanding amounts owed to us are paid.

## 11. CONTACTLESS CHIP AND PIN CARD

- You must read the FNB Mobile Payments terms and conditions (available on www.fnb.co.za or www.rmbprivatebank.com) together with these terms and conditions. A contactless chip and PIN card is a bank card with an embedded chip and antenna. When you are issued with a contactless chip and PIN debit card you may be required to merely scan your card within the wireless range of the point of sale device depending on the value of the transaction. Some merchants or suppliers may require you to sign a transaction slip. Certain transactions may require you to dip or swipe your card at the point of sale device and may require you to enter your PIN.
- The contactless functionality will only be available at selected merchants/suppliers. If you have more than one contactless card, please ensure you present one card for payment, to avoid collision transactions, which is when both cards are debited for the same transaction. Certain functionality may differ for international contactless payments on the FNB Global Debit Card.



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#### 12. STATEMENTS

- Statements will only be generated if there are transactions on your FNB Global Account during the statement period. If no transactions have been performed during the statement period, no statement will be generated.
- When a statement is generated, it will be made available on our platform and can be accessed for free using one or more of the following channels: online, app, ADT, ATM, cellphone banking or at any branch. You may ask for extra statements for which you may be charged.
- You must check the entries on your statements. You must report any
  mistakes or transactions done without your permission to the Bank
  within 30 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 or with your permission.

#### 13. GENERAL

- We may from time to time amend these terms and conditions, by notifying you of the changes on 20 business days' notice. If you are not happy with the changes, you have the right to end the agreement prior to the expiry of the 20 business days after notification of the changes has been sent to you. The changes will be binding on you should you continue to use your FNB Global Account after the new terms and conditions begin to apply and will form part of your agreement with us.
- The above limitation includes additional, renewal, replacement, cancelled, removed, and deleted card(s) for both physical card(s) and Virtual Card(s).
- You may have a physical card and Virtual Card(s) at the same time.
   You may use one Virtual Card for multiple eCommerce transactions, in-app purchases, streaming services, subscription payments, QR payments via Scan to Pay on the FNB App and contactless Tap to Pay to obtain the correct KYC documentation. If we cannot obtain the documents, your account(s) will be frozen.
- 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.

## 14. VIRTUAL CARD

These terms and conditions must be read in conjunction with the relevant product specific terms and conditions, as well as the Remote Banking agreement, where applicable, which can be found on our website.

- You may use the Virtual Card(s) for:
- Digital Payments via any of the supported digital wallets (such Apple Pay, Google Pay, Samsung Pay etc.)
- Subscriptions and other recurring payments
- eCommerce transactions:
- In-app purchases
- Scan to Pay transactions and any other type of transaction as determined by the Bank from time to time.
- Your virtual card(s) is automatically activated when it's created on your FNB App.
- There is a limitation of up to ninety-nine Cards a combination of Physical Card(s) and Virtual Card(s), that you may have/create on your account during the life span of your account.

- The above limitation includes additional, renewal, replacement, cancelled, removed, and deleted card(s) for both physical card(s) and Virtual Card(s).
- You may have a physical card and Virtual Card(s) at the same time.
- You may use one Virtual Card for multiple eCommerce transactions, In-App purchases, streaming services, subscription payments, QR payments via Scan to Pay on the FNB App and contactless Tap to Pay transactions on supported Digital Wallets, without the need to create separate Virtual Card(s).
- Your Virtual Card(s) has a dynamic CVV which changes frequently.
- Should you cancel your physical card linked to your transactional account and/or credit facility on your FNB App, you may replace it with a Virtual Card(s).
- You will have the ability to block and unblock your Virtual Card(s) on the FNB App and your Virtual Card(s) can be kept in a blocked state and only unblocked when required for use.
- Your Virtual Card(s) can be permanently deleted on your FNB App. It is your responsibility to ensure that you either block or delete your Virtual Card(s) should you no longer want to make use of it.
- Your virtual card(s) is valid for 5 years from the month of its creation.
- The spend threshold on your Virtual Card(s) is dependent on available funds in your corresponding transactional account and/ or credit facility.
- Virtual Card(s) maximum spend limits are pre-determined and cannot be customised. These maximum limits may be defined by the Bank from time to time. You can customize your Virtual Card(s) limits for different transactions below the maximum spend limit via the FNB App. The maximum spend limit for the card and your customised limits per type of transaction on your Virtual Card(s) will not affect the limits set on your Physical Card, and vice versa.
- Your use of your Virtual Card(s) must not in any way be a contravention of the Exchange Control Regulations or any similar regulations promulgated from time to time, and you must comply with all relevant Exchange Control requirements.
- To create a Virtual Card(s), you must have an FNB Easy Zero Account, FNB Easy Account, FNB Current Account, FNB Fusion Account, FNB Global Account, FNB Credit Card Account, FNB Business Current Account, as well as the latest version of the FNB App loaded on your device(s).
- You may be required to use a Personal Identification Number ('PIN') when performing a contactless transaction via a near-field communication/connectivity (NFC) enabled Device on FNB Pay.
- The Virtual Card(s) can only be accessed by way of your FNB App. You must take the necessary precautions to safeguard your device(s) and access credentials, accounts, cards, and banking channel access mechanisms, such as passwords, Card PINs and one-time PINS (OTPs).



#### YOUR OBLIGATIONS

- All Virtual Cards you create on the FNB App linked to your accounts are for your personal use and their details should not be shared with anyone else.
- Any Third-Party digital wallet(s) and any other payment service(s) that you use and access on your Device(s) with your Bank card are not part of the Bank's services and are not controlled by the Bank.
- For security reasons, you must ensure that your Device is always kept in your possession, as the same caution needs to be taken with your Device as with your physical Bank card. You are personally responsible for the security of and access to your Device, including the safeguarding of your personal security code(s). It is therefore your responsibility to secure your Device and its contents through the security features made available to you by the Third Party. You will be liable for any Third-Party digital wallet(s) and any other payment service(s) transactions made with your Device even when you are not in possession of your Device, whether such transactions were made with or without your authorisation, by any person known to you or any Third-Party having possession of your Device.
- If your Device is lost or stolen, you must notify the Bank immediately. Should you
  fail to do so the Bank will not be held liable for any losses you may incur be- fore
  you notify us. You will be liable for any transactions made with your Device using
  Third- Party digital wallet(s) and any other payment service(s) when your Device
  is lost or stolen, and you have not notified the Bank.
- Take Note 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 Device Credentials and /or Sensitive Card Credentials to any person, including our employees or anyone claiming to work for or represent us in any way. You must never respond to requests to enter or "confirm" your Device Credentials and / or Sensitive Card Credentials 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. We will never ask you to give us your sensitive secret information, including Device Credentials and/or Sensitive Card Credentials by email, SMS, instant message or even over the telephone. You must not respond to these phishing messages, as the Bank will not be held responsible for any loss you may suffer. Fraudsters will also attempt to call you to get your Device Credentials and/or Sensitive Card Credentials ('vishing'). You can also receive an SMS, email or instant message with a link which will take you to a fraudulent website requesting the capture of your Sensitive Card Credentials ('smishing'), and you should never interact with anyone who attempts to obtain information via vishing or smishing.
- You will not be liable for unauthorised and fraudulent transactions that occur
  on the corresponding Bank account, because of the loss or theft of your Device
  provided that you inform the Bank of the Device being stolen immediately or as
  soon as is reasonably possible.
- You will be liable for PIN-based transactions or transactions approved by way of the Bank Application and/or the use of your Device(s), in any manner, including Devices/services you have authorised to make use of your Bank card for payment where applicable.
- Third-Party digital wallet(s) and any other payment service(s) (such as certain financial apps that help you track your spending across different financial institutions but not limited to) may ask you to enter your Device Credentials and/ or Sensitive Card Credentials to use their service, and if you do so, you may put yourself at risk as the Third-Party may be able to access information about your accounts, instructions, transactions and other confidential information. If you are defrauded because you used a Third-Party digital wallet(s) and any other payment service(s), we will treat this as a voluntary compromise of your Device Credentials and/or Sensitive Card Credentials and confidential information and will not be legally responsible to you or any other person for any loss or damage you or they suffer.

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- The same Device Credentials and/or Sensitive Card Credentials can be used to access different Third-Party digital wallet(s) and any other payment service(s). This means that if your Device Credentials and/ or Sensitive Card Credentials are disclosed to a Third-Party you can be defrauded across many of the Third-Party digital wallet(s) and any other payment service(s). You must immediately contact us if you know or even suspect that your Device Credentials and/or Sensitive Card Credentials have been compromised to ensure that your profile is secured.
- By allowing an Authorised User to access your profile with your Device Credentials and/or Sensitive Card Credentials, you give that person the authority to act as your agent. This means that anything the Authorised User does or does not do, will bind you or be attributed to you. In other words, we will treat anything they did or did not do, as if you personally did it or did not do it.
- You must ensure that your Device which you use for instructions or transactions is always in your possession and protected with an additional access code, password or pattern lock.
- You must not keep your Device Credentials together with your Sensitive Card Credentials and other documents. Do not store your Device Credentials and/or Sensitive Card Credentials on the equipment you use to access our interfaces or channels. For example, never store your Sensitive Card Credentials and/or Device Credentials with or near your mobile, computer, and Devices. For security purposes, we recommend that you memorise your sensitive Card Credentials and/or Device Credentials.
- If you do not notify us of an unauthorised transaction, you agree that we can treat the transaction as correct and hold you legally responsible for the transaction as if you had done or approved it.
- You must report the suspicious or unauthorised transactions to us immediately when you become aware that a suspicious transaction has taken place and you must open a case at the nearest police service or law enforcement agency. We will investigate the suspicious or unauthorised transaction(s) that you report to us, and it may be necessary as part of our investigation, for you to supply us with certain information, including a police services or law enforcement agency case number. You must co-operate with us and the authorities in any investigation and provide us with accurate information. Based on the outcome of our investigation, we may refund you subject to these Terms and Conditions.
- Note: this section does not apply if the fraud or suspected fraud was committed by Authorised Users.

## The bank's obligations

- We reserve the right to block your access to our interfaces or channels at any time to maintain or restore security if we reasonably believe that your Device Credentials and/or Sensitive Card Credentials were or may be obtained or are being used or may be used by an unauthorised person.
- The Bank reserves the right to cease supporting any Third-Party digital wallet(s) and any other payment service(s) without notice to you.
- The Bank's General and Product Specific Terms and Conditions and Virtual Card Terms and Conditions apply (available on the Bank's website).



Date last amended: 1November 2024

- Payments may be effected via the use of Near-Field Communication (NFC) or ecommerce/in-app payment functionality on a Third-Party digital wallet(s) and any other payment service(s). Payments using NFC or ecommerce/in app payment functionality on a Third-Party digital wallet(s) and any other payment service(s) may only be available at selected contactless merchants.
- Your use of a Third-Party digital wallet(s) and any other payment service(s) this means that you accept any Third- Party terms and conditions depending on the choice of Third-Party digital wallet(s) and any other payment service(s). You alone are responsible for obtaining the terms and conditions or rules that apply to you and the Third-Party digital wallet(s) and any other payment service(s). Make sure you read and understand these terms and conditions and ensure that you are comfortable before engaging in any transactions. You take sole responsibility and assume all risk arising from your interaction with or use of any Third-Party digital wallet(s) and any other payment service(s). You are responsible for obtaining, reading and understanding the privacy policy that applies to your use of any Third-Party digital wallet(s) and any other payment service(s).
- The Bank has no control over such Third-Party digital wallet(s) and any other
  payment service(s). We will not be a party to any disputes that may arise or occur
  between you and the Third-Party.
- The Bank is not responsible for the accuracy, reliability, availability, effectiveness, or correct use of information you receive through the Third-Party digital wallet(s) and any other payment service(s). This may include you compromising your Device Credentials and/or Sensitive Card Credentials.
- We provide this functionality only as a convenience. The Bank is not responsible
  for the products, services, or other content available on the Third-Party digital
  wallet(s) and any other payment service(s). The Bank will not be responsible for
  any loss or damage you may suffer, whether directly or indirectly, because of a
  Third-Party digital wallet(s) and any other payment service(s). You hereby agree
  to indemnify and hold the Bank harmless for any loss or damage you may suffer,
  or cause, in this regard.
- Budget facility transactions are not currently supported on your Virtual Card(s).
- You can earn eBucks on all qualifying transactions using your Virtual Card(s). For more information about eBucks rewards visit www.eBucks.com
- Not all merchants may have the discretion to accept a Virtual Card transaction.
   The Bank will not be held liable should a Virtual Card transaction not be accepted by a Merchant.
- Subscription transactions will use the Virtual Card(s) CVV for the first transaction
  or registration activity to authenticate the card and account. Recurring subscription transactions will be validated using only the Virtual Card number and expiry
  date.
- We are not liable for any direct or indirect loss suffered by you arising from any malfunctions, failure, delay or service channel and shared Network that may occur in relation to the use of the Virtual Card(s).
- Your Virtual Card(s) transaction history will be available on your Banking App as well as your Account Statement. There may be a delay in your Virtual Card(s) transaction reflecting on your transaction history.

Any payment that we have made to a supplier for any transaction is final and irreversible, unless:

- Allowed by the VISA rules and regulations, as published by VISA from time to time on the VISA website or there was duplication in payment due to human and/or technical error by the supplier.
- You can provide proof (e.g., written, call recording etc.) that you attempted to resolve the dispute with the supplier according to the agreement between you and the supplier.

You must report or log a dispute or fraud claim on your FNB App or call the Fraud Help Desk at:

Inside South Africa: 087 575 9444; or Outside South Africa +27 11 369 2924

#### INTERPRETATION

- In this Terms and Conditions, the following words will have the following meanings:
- The words, 'you' or 'your' means the Bank account holder and/or their Authorised User/s.
- The words 'us', 'we' or 'our' only means the Bank.
- '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.

#### Definitions

- 'Authorised User' means any person/s the account holder appoints to use the Third-Party digital wallet(s) and any other payment service(s) on their behalf (e.g., to do transactions).
- 'Bank' means 'us,' 'we', 'our' 'FNB' (First National Bank, a division of FirstRand Bank Limited) or 'RMB Private Bank' (Rand Merchant Bank, a division of FirstRand Bank Limited).
- 'Credit provider, the bank, we, us, our' means FirstRand Bank Limited, a registered bank, registration number 1929/001225/06.
- 'Cardholder, you, your, I' means the Primary cardholder to whom we have issued the Virtual Card(s).
- 'CVV' means the card verification value code which appears at the back of your Virtual Card(s).
- 'Device(s)' includes but is not limited to, a piece of mechanical or electronic equipment, associated firmware, applications, software, websites, APIs, wearables, products, and services.
- 'Device credentials' includes but is not limited to password, passcodes login details used as a method of accessing or authorizing a transaction through a device.
- 'FNB' means First National Bank, a division of FirstRand Bank Limited.
- **'PIN'** means the personal identification number linked to the card and/or a One Time PIN ('OTP').
- 'Sensitive Card Credentials' means the card number, expire number, CVV, PIN and OTP's.
- Virtual Card(s)' means a digital card that can be used for eCommerce transactions, In-App purchases, streaming services, subscription payments, QR payments via Scan to Pay on the FNB App and contactless Tap to Pay transactions on supported Digital Wallet. The use of the Virtual Card Terms and Conditions which must be read in conjunction with the product terms and conditions, as well as the Remote Banking agreements, where applicable, and may be viewed on the FNB website.

# 16. DEPOSIT INSURANCE

This product falls within qualifying deposits covered by the Corporation for Deposit Insurance (CODI) up to the limit of cover if held by a qualifying depositor, as specified in the Deposit Insurance Regulations (the Regulations) made in terms of the Financial Sector Regulation Act 9 of 2017. You may access more information on deposit insurance and CODI on the webpage of the South African Reserve Bank.