



Date last amended: 19 February 2021

RMB PRIVATE BANK GENERAL TERMS AND CONDITIONS

THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT

1. IMPORTANT DEFINITIONS:

- The words “you” or “your” means the solution holder and any person the solution holder allows to operate on the solution.
- The words “us”, “our”, “we” or “the bank” only refers to RMB Private Bank, a division of FirstRand Bank Limited, unless indicated otherwise or clear in the context that another entity is referred to.
- The word “solution” refers to any banking, insurance, investment, telecommunications or other products, goods, services, benefits, policies and rewards you select with the FirstRand group of companies.
- The word “rules” refers to the terms and conditions applicable to each solution.
- The word “interface” means the ways in which you can access the FirstRand group of companies’ platform like the RMB Private Bank App, ADT, ATM, Online banking, Cell phone banking.
- The word “platform” means any access method that a platform user can use to interact with any entity in the FirstRand group of companies. This can be managed through any existing interface, like the banking app or via a website, or any future access method created.
- These terms and conditions will apply to you if you have any solutions with RMB Private Bank.
- You can do your banking or get information about your solutions using our platform via different assisted and unassisted interfaces (like the RMB Private Bank App or a bank branch). We may also provide you with payment mechanisms like a debit, credit or petrol/petro card so you can transact on your solutions. From time to time we may also make other solutions available to you. All the above solutions, the platform and interfaces are governed by their own rules. These rules will also apply to you if you use these solutions. To fully understand the rights and duties that apply to this relationship, you must read these terms and conditions together with those rules. You must contact us if you don’t understand any part of the rules.
- If there is a difference between these terms and conditions and the rules, the rules will apply.
- We can change these terms and conditions or any of the rules at any time as allowed by law. We will notify you about any important changes to these terms and conditions or the rules before we make the change. Unless you dispute the change before the date the change applies, we can assume that you agreed to the change.

2. FEES YOU MUST PAY US

- In return for providing you with solutions you must pay our fees as set out in the rules and in RMB Private Bank’s latest Pricing Guide. (A copy is available on our website or from any bank branch.)
- Unless we say otherwise all fees are non-refundable.
- We may change our fees from time to time. We will advise you of this by giving you notice of the change within a reasonable time before the change takes effect.

3. WHEN AND HOW WE WILL SEND YOU STATEMENTS

- We will give you a statement by making it available on our platform and it may be accessed for free by using one or more of the following interfaces: Online, RMB Private Bank App, ADT, ATM, Cell phone banking or at any bank branch. You may ask for extra statements, for which you may be charged.
- Your statement will show all the transactions on your solution for the period written on the statement. Transactions carried out, but not yet paid or deducted from your solution will not appear on your statement.

4. YOU MUST CHECK YOUR STATEMENT CAREFULLY AND REPORT ANY MISTAKES

- You must check each entry on your statement carefully as soon as you get your statement.
- You must report any mistakes or transactions done without your permission to us 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.

PRIVATE BANKING

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Cnr Fredman Dr & Rivonia Rd
Sandton 2196

PO Box 786273
Sandton 2146
South Africa

Service Suite
Website

087 575 9411
rmbprivatebank.com



- **IMPORTANT:** We will not be responsible for any loss or damage you suffer because you didn't report errors or unauthorised transactions on time. If you receive inContact notifications, you must report any unauthorised transactions to us immediately to prevent further unauthorised transactions. If you don't do this, we can hold you responsible for those transactions.

5. HOW WE TREAT YOUR PERSONAL INFORMATION

- For the purposes of this clause, the FirstRand group of companies means, and references to "we", "us" or "our" are references to: the FirstRand group of companies, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.
- Your personal information (which, for the purposes of this clause, includes special personal information) will be held by entities within the FirstRand group of companies.
- To better understand the entities that form part of the FirstRand group of companies and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this clause. The Privacy Notice can be found on our platform, website or you can contact us to request a copy.
- By utilising any solutions offered by us, you acknowledge that in order to:
 - conclude and fulfil contractual terms or obligations to you;
 - comply with obligations imposed by law; or
 - to protect or pursue your, our, or a third party's legitimate interests, including offering solutions that best meet your needs;
- your personal information may be processed through centralised functions and systems across entities in the FirstRand group of companies and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.
- Where it is necessary to obtain consent for processing outside of this clause, we will explicitly seek your consent separately.
- We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.
- For the purposes of these terms and conditions the responsible party is the party with whom you are contracting a solution (utilising a product or service), as well as other entities in the FirstRand group of companies, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.

6. ADDRESSES FOR SENDING CORRESPONDENCE AND LEGAL NOTICES

- We may communicate with you using any means. We may choose the communication method.
- We will send any communications to the contact details we have on record for you. We may also communicate with you using our platform interfaces like our App or by means of a publication/advertisement in the media.
- Legal documents and notices that we serve or deliver, will be served at your physical address/employment address/mortgaged property address/ last street address we have on record for you and / or your last known e-mail address or cell phone number as recorded on our system or the last known details we have obtained. This is your chosen service address for legal documents and notices.
- You must send us any legal notices or summonses to the following address, which we choose as our domicile: RMB Private Bank Legal, 1st Floor, 5 Merchant Place, 9 Fredman Drive, Sandton 2196.
- You must immediately tell us if any of your contact details change.
- You can do this on our platform by making use of our unassisted and assisted interfaces like visiting any bank branch or by calling our call centre. (If you change your street address, you must give us proof of your new address.) It may take up to 15 days for the change to reflect on our systems.
- We may need to update your records, you agree that we may get your contact details from other companies in the FirstRand group of companies.
- Any correspondence we send to you will be considered to be delivered to you:
 - If delivered by hand during business hours (between 8h00 and 17h00) – on the date it was delivered.
 - If posted by registered mail – at 10h00 on the fourth day after the post office issued the registration receipt.
 - If posted by ordinary mail – at 10h00 on the fourth day after the document is posted.
 - If sent by e-mail – on the date on which the document was e-mailed.
 - If sent by SMS or MMS – on the date on which the document was sent.
 - If sent by printable webpage - on the date the page is displayed.
 - If instant message push or messaging via platform – on the date of transmission.
- Any notices or correspondence we make available on our website, App, our ATM network, our bank branches 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 take legal action in a Magistrates' Court that has jurisdiction. When applicable, we may also take legal action in the High Court or any other court with jurisdiction.
- You agree that we may levy these fees, costs and charges to your solution and that it will form part of the outstanding balance.
- We will levy reasonable fees, costs and charges (which include, but are not limited to, legal costs to issue and serve summons, obtain judgment, issue warrants/ writs, effect attachment and arrange a sale in execution, disbursements and sheriff's fees); if we have demanded such cost from you and you agreed to the cost, the cost is taxed or the cost is determined by the court.
- Notwithstanding the aforesaid, these fees, costs and charges remain due, owing and payable by you until settled in full.

8. IF YOU APPOINT OTHER PERSONS TO USE YOUR SOLUTIONS YOU ARE RESPONSIBLE FOR THEIR ACTIONS

- If you complete the necessary form, we will allow another person to use your solution. 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 (where applicable). You will be responsible for anything they do or fail to do.
- There is risk involved in giving another person access to your solution. You must consider if restrictions or limits must apply.
- You must provide correct and up to date information about the account users. You alone are responsible for deciding and checking what rights must be given to account users.
- You can cancel an account user's rights at any time by completing the required forms. You will be liable for all transactions they made before you did this, including any future dated payments.
- The rights you gave to any account user come to an end when you advise us to terminate their authority via our platform interfaces or where the law requires it, such as on your death or if you become legally incompetent.

9. FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 "FAIS" – REGULATORY DISCLOSURES

About the Financial Service Provider "FSP"

Full name, registration number and FSP Number. Physical and Postal Address	RMB Private Bank a division of FirstRand Bank Limited. Registration No. 1929/001225/06. FSP No. 3071, FSP No. 624, FSP No. 3075, FSP No. 20081. 6th Floor, 1 First Place, Simmonds Street, Bankcity, 2001 P O Box 1153, Johannesburg, 2000
Contact details for general enquiries	Tel – 0860 11 22 44/ +27 11 369 1088 (International) Please visit the RMB PB website: www.rmbprivatebank.com
Compliance officer	RetailFAIS@fnb.co.za
RetailFAIS@fnb.co.za	Tel – 087 575 9408 Email – care@fnb.co.za App – "Have your say" under the Information icon

- RMB Private Bank products are offered under FSP 624 which is the FNB Premium license. Reference is therefore made to FNB as the FSP license holder.
- FNB's FSPs are approved as a FAIS Category I, and/or II and/or III licensees. FNB is authorized by the Financial Sector Conduct Authority (FSCA) to provide FAIS financial services under the abovementioned licence categories. For a full list of product sub-categories and conditions and restrictions applicable to the above FSPs, please go to https://www.fsca.co.za/Fais/Search_FSP.htm.

FNB confirms the following:

- FNB holds the prescribed professional indemnity insurance.
- There is an agreement between FNB and the insurer to sell and service this product and FNB receives a fee for doing this.
- FNB holds relationships with the FirstRand group of companies and external product suppliers, more details will be provided at product take up.
- FNB takes responsibility for the actions of its authorized representatives insofar as they are providing financial services (some of whom may be providing FAIS financial services under supervision).
- The contact details of the FAIS Ombud are published on our website at www.fnb.co.za and in our product terms and conditions. You can also contact us on 087 575 9408 to get this information. You can request assistance from the Ombud if you believe that your complaint has not been resolved satisfactorily by us within 6 weeks of lodging your complaint. You need to refer the dispute to the Ombud within 6 months of the issue remaining unresolved with FNB.



- FNB is a Financial Services Provider in terms s3A(2)(a) of the FAIS General Code of Conduct and is required to have a Conflict of Interest Policy. A copy of the FirstRand FAIS Conflict of Interest Policy, that also covers these FSPs, can be found on the Firstrand website at <https://www.firstrand.co.za/investors/governance-and-compliance>

10. GENERAL

- **At certain times, RMB Private Bank may be prevented from providing solutions to you or its customers or fulfilling its obligations to you because of things or events 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, epidemics. In such cases we will not be responsible for any failure to perform any of its obligations to you or its customers or any person, and its obligations will be suspended, for as long as such interruptions continue. The bank may at its discretion give you prior notice of interruptions and changes, but it has no duty to do so. Without limiting the clauses before, the bank will not be legally responsible to you, any customer or person 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.**
- **TAKE NOTE:** The FirstRand group of companies endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. We are also required to manage our risk exposure, including reputational risk, in a responsible manner. Because of this, the FirstRand group of companies can do any of the following things if it considers it is necessary to do so, or if South African and international laws, rules, regulations, restrictions and policies (the law) require it to do so:
- We may 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 we consider to be undesirable and outside of our risk appetite.
 - 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 terminate our relationship with you if we are compelled to do so by law or if we have reason to believe that a continued relationship will expose us to reputational or business risk.
 - You may also terminate your relationship with us, or your applicable solution (subject to the rules applicable to the solution).
 - 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 or transaction.
 - We can refuse to carry out any instruction or transaction.
 - We can place a hold on any account, facility or solution.

You agree to assist us to comply with the law 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 terminate our relationship with you. **TAKE NOTE:** 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 law.

- **IMPORTANT:** You consent and agree that the FirstRand group of companies may share and obtain your personal information with and from fraud bureaux, like the South African Fraud Prevention Services, for the purposes of financial crime detection, prevention and prosecution or if we reasonably believe that you have provided any false and / or misleading information and / or documents to us.
- You must tell us immediately if you are placed under an administration order or debt review or are sequestered.
- You must tell us immediately if you are placed under business rescue, administration or are liquidated.
- If your estate is provisionally or finally sequestered or if you pass away, or become legally incompetent, the full amount you owe us will be payable and access to the money in your solutions will be restricted.
- If you are liquidated, the full amount you owe us will be payable and access to the money in your solutions will be restricted.
- If we need to take legal action against you, one of our managers (who do not need to prove her appointment) will produce a certificate, which shows the amount you owe us. If you don't agree with this certificate, you will have to prove that it is wrong.
- In the case of fraud, suspected fraud, or where the law forces us, we can freeze or close your solutions, or we can refuse to carry out any instruction or transaction 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 agreements with us.



- 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 these terms and conditions have been changed or that it no longer applies to you. We can still insist on the strict application of any or all our rights at a later stage.
- Every clause of these terms and conditions and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of these terms and conditions are invalid. The rest of these terms and conditions and rules will still apply.
- The headings in clauses in these terms and conditions and rules are included for your reference only and must not be used to interpret these terms and conditions or rules.
- Unless it is clear from the context, in the rules and these terms and conditions a reference to the singular includes the plural and vice versa.
- If you live outside the common monetary area (South Africa, Namibia, eSwatini, and Lesotho) additional rules apply to you.
- The words “including or include” must be read as “including, but not limited to”.
- For purposes of interpreting these terms and conditions 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 these terms and conditions at any time by giving you reasonable notice of this.
- We can change the terms and conditions that apply to you and the way you access solutions we provide. We can also add new rules, solutions or stop existing solutions at any time.
- No changes to these terms and conditions 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 solutions 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 solutions. However, we reserve the right to combine only some of your solutions and then we will be entitled to claim from you any amount for a solution that has not been combined.
- 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.