



RMB

General Card Solution Agreement (TERMS AND CONDITIONS)

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This Solution Agreement ("General Card Terms and Conditions") applies when you use a Card issued by us. By using the Card, you are deemed to accept these General Card Terms and Conditions. They explain your and our rights and responsibilities when you use the Card, whether you use it for yourself or on behalf of someone else (representative capacity).

1. How These General Card Terms and Conditions fit with other Agreements

You must read these General Card Terms and Conditions with the following documents which you can find on our website:

- Virtual Card Solution Agreement (Terms and Conditions);
- Any bank Account Solution Agreement where a Card is issued;
- Any other general, product and channel terms and conditions;
- The Standard Terms and Conditions; and
- Platform Rules.

If there is a conflict, the General Card Solution Agreement (Terms and Conditions) will apply but only for matters related to a Card.

2. Interpretation

In these Terms and Conditions, the following words will have the following meanings:

- 2.1 The words, "you" or "your" means the Accountholder, the Cardholder and/or their authorised person(s).
- 2.2 The words "us," "we" or "our" only means the Bank.
- 2.3 "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.

3. Definitions

- 3.1 "Account" means the Bank account linked to your Card.
- 3.2 "Accountholder" means the person (or representative of an entity) who holds the Account and to whom the Bank has issued one or more Cards.
- 3.3 "Bank" refers to "us," "we," "our," "RMB Private Bank" (RMB Private Bank, a division of FirstRand Bank Limited).

- 3.4 "Cardholder" means the person who has been issued a Card, either directly or as nominated/authorised by the Accountholder.
- 3.5 "Card" means a Physical or Virtual Card (debit or credit) or a Device that securely stores Card information and is linked to your Account.
- 3.6 "CVV" means Card Verification Value and is a 3-digit security code printed on the back of your Card.
- 3.7 "Device" means any electronic or mechanical equipment (e.g., phones, wearables, apps, websites, or software) used to access or use your Card.
- 3.8 "Digital Wallet" means a mobile application approved by the Bank that lets you make payments using your enrolled Card(s) at participating Merchants.
- 3.9 "Expiry Date" means the last month and year (MM/YY) your Card can be used, as it appears on the Card.
- 3.10 "Merchant" means a business or individual that sells goods or services (including an owner of an Automated Teller Machine 'ATM').
- 3.11 "Physical Card" means a tangible version of your Card, made of plastic or metal, issued by the Bank.
- 3.12 "PIN" means your confidential Personal Identification Number linked to the Card including One Time Pins (OTPs).
- 3.13 "POS Device" means a point-of-sale terminal or portable device used to process Transactions.
- 3.14 "Transaction" means a purchase, payment or transfer of funds that results in money being debited or credited to your Account, whether by Card or other means.
- 3.15 "Virtual Card" means a digital version of your Card used for online or contactless payments, including eCommerce, In-App purchases, subscriptions, Quick Response (QR) codes, and more.
- 3.16 "Visa" means the Visa International Service Association.
- 3.17 "Website" means the Bank's official website:
www.rmbprivatebank.com

4. General Information about the Card

- 4.1 The Card remains the property of the Bank at all times. If we ask you to return or destroy the Card, you must do so immediately. You may not tamper with the Card or allow anyone else to do so.
- 4.2 The Card is issued by the Bank under license from Visa and carries the Visa brand.

5. Your responsibilities when using a Card

- 5.1 You must keep your Card and its details (Expiry Date, PIN and/or the CVV) safe, secret and separate. Never share them with anyone. You are responsible for any resulting Transactions if you let another person use your Card.
- 5.2 The Bank will never ask for your full Card number, PIN, Expiry Date or CVV by phone, email, SMS or any other method.
- 5.3 Check your Account statements regularly and report any unauthorised or duplicate Transactions immediately.

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- 5.3.1 You must ensure that all Transactions are lawful and that you use your Card only for the allowed purposes under the Bank's terms and conditions.
- 5.4 If you return goods after closing your Account, you must contact the Bank to claim any refunds from the Merchant processed to your old Account. The Bank may process the refund to an alternative account, if available.
- 5.5 **Subscriptions or recurring payments**
- 5.5.1 If you close your Account, it is your responsibility to cancel or update any subscriptions or recurring payments linked to your Card with the Merchant.
- 5.5.2 Should your Card details be tokenized at the Merchant and your Card expires, the token will be automatically updated with your new Card details. This means your subscription or recurring payment will not be interrupted by the expiry of your Card.
- 5.5.3 You are responsible for managing your contractual obligations with the Merchant.
- 5.5.4 You will be responsible for all Transactions processed.
- 5.6 You must return all issued Cards to the Bank if your relationship with the Bank ends.
- 5.7 Some Transactions may require you to insert (dip) or swipe your Card and enter your PIN.
- 5.8 You can use your Card and PIN to withdraw cash from participating Merchants up to the allowed limit.
- 5.9 Do not use your Card for online gambling or to purchase foreign lottery tickets. The Bank will decline such Transactions in South Africa.
- 5.10 Do not attempt to use the Card after its Expiry Date.
- 5.11 Ensure your international Transactions stay within the limits set by the South African Reserve Bank to avoid disruptions to your Account.

6. Our Responsibilities and Rights

- 6.1 The Bank may cancel your right to use the Card at any time or decide not to renew and/or replace your Card, especially if you have not used the Card for a reasonable period of time, or if needed to protect the Bank's interests.
- 6.2 If you close your Account, we will allow 7 (seven) days to still process any pending Card Transactions. If necessary, we may temporarily reopen your Account to complete these Transactions. This includes when Transactions are delayed for reasons outside of the Bank's control.
- 6.3 We may block any Transaction or your Card at any time, without notice, if:
 - 6.3.1 you breach these or related terms and conditions.
 - 6.3.2 we suspect fraud, illegal, unauthorised or improper activity.
 - 6.3.3 your use of the Card poses a risk to you or the Bank.
 - 6.3.4 we must do so by law, a regulator, Visa, or a court of law.
- 6.4 You cannot use a blocked Card until the Bank has unblocked it.
- 6.5 You will not be able to use a cancelled Card again.

7. Conditions specific to Physical Cards (instant or personalised)

- 7.1 Physical Cards may be issued instantly or personalised. A personalised Card has the Cardholder's details embossed on it.
- 7.2 New Physical Cards will be delivered to your nominated address or made available for collection at a branch, after verifying your identity.
- 7.3 You must ensure that your Card is linked to the correct Account, Cardholder and Card type when ordering. The Bank will not be held responsible if you have selected the incorrect information when ordering your Card.
- 7.4 Only eligible Accountholders qualify for a metal Card, which is issued at an additional cost.
- 7.5 All applicable fees are set out in the Bank's pricing guide which is available at any branch or on the Bank's Website.

8. Conditions specific to Virtual Cards

- 8.1 Your Virtual Card works like a Physical Card and is a separate Card with its own unique PIN.
- 8.2 Upon issuance of your Virtual Card, you must ensure that you link your Virtual Card to the correct Account on the Banking App.
- 8.3 Refer to the Bank's Virtual Card Terms and Conditions on the Bank's website.

9. Conditions specific to the PIN

- 9.1 Keep your Card PIN confidential and never share your PIN. To prevent unauthorised Transactions, you must:
 - 9.1.1 Follow the Bank's security guidelines.
 - 9.1.2 You can change the default PIN immediately after activating your Card.
 - 9.1.3 Keep the PIN secret and separate from the Card.
 - 9.1.4 Sign the back of your Physical Card with a ballpoint pen upon receipt.
 - 9.1.5 Only the authorised Cardholder must use the Card. You may not transfer the Card nor allow any other person to use the Card.
- 9.2 A Merchant may request you to sign a receipt or to enter your PIN on the POS Device, especially foreign Merchants.
- 9.3 You must destroy expired Cards by cutting through the magnetic strip and chip. The chip is a small electronic part embedded on the Card.
- 9.4 You must notify the Bank immediately if:
 - 9.4.1 your Card is lost or stolen.
 - 9.4.2 someone has obtained your PIN, CVV or Expiry Date.
 - 9.4.3 there are unauthorised Transactions on your Account.

10. Contactless

- 10.1 Contactless Transactions allow you to pay by tapping your Card or a contactless-enabled Device on a POS Device, without physical contact.

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- 10.2 Depending on the Transaction amount or your Device, the Merchant may request that you enter your PIN.
- 10.3 Should you want to enter your PIN for all contactless Transactions, you can request this from the Bank. It may take up to 2 (two) Business Days to activate and may not be available for all Card types.
- 10.4 Contactless Transactions are only available at certain Merchants and may be limited based on your Bank profile and/or the region in which you are transacting. The Bank may change these limitations.
- 10.5 If you have more than one contactless Card, make sure you only present 1 (one) Card for payment to avoid duplicate Transactions.
- 10.6 Some Merchants, especially foreign Merchants, may still require a signature.
- 10.7 Contactless functionality is a standard feature of Physical Cards and cannot be disabled. However, you can choose whether to tap, dip, or swipe your Card.
- 11. Conditions specific to Digital Wallets and Devices**
- 11.1 You can link your Physical or Virtual Card to our approved Digital Wallets. The enrollment process requires sensitive information (Card Number, PIN, CVV, Expiry Date, OTPs) that only you should know. You will also have to authenticate via the Banking app or by calling the Bank. You must keep this sensitive information private to avoid fraud and financial loss.
- 11.2 For contactless Transactions, you may need to position some Devices against the POS Device for a stable connection.
- 11.3 You may need to enter your Virtual Card PIN when making payment from a Digital Wallet.
- 11.4 You are responsible for the security of your Device and its credentials. It is therefore your responsibility to secure your Device by using available security features and never share your Device credentials.
- 11.5 Refer to the Bank's Virtual Card Terms and Conditions on the Bank's website.
- 12. Expiry and Replacement of the Card**
- 12.1 The Card is valid until the Expiry Date shown on the Card and may only be used until then.
- 12.2 The Bank will automatically renew your Card with the same limits and functions.
- 12.3 The Bank will contact you to obtain the information needed to delivery your new Physical Card.
- 12.4 You can request a replacement Card if your agreement with the Bank is still valid and your Card is lost, stolen, damaged or expired.
- 13. An additional Cardholder**
- 13.1 The Accountholder may ask the Bank to issue an additional Card and PIN to another Cardholder.
- 13.2 An additional Cardholder will have unlimited access to the funds in the linked Account(s).
- 13.3 The Accountholder is responsible for all Transactions made by the additional Cardholder.
- 13.4 The additional Cardholder is also responsible for any amounts and obligations, including interest and fees, arising from the use of the Card.
- 13.5 The Accountholder can demand the return of the Card from the additional Cardholder but cannot know or use the Cardholder's PIN or CVV. The Cardholder must return the Card on request.
- 14. Disputes with Merchants**
- 14.1 When you make a Transaction, the amount will be debited from your Account.
- 14.2 Transactions are final and cannot be reversed unless allowed by Visa rules.
- 14.3 Each Transaction is a contract between you and the Merchant, not involving the Bank.
- 14.4 Disputes with Merchants do not affect the Bank's right to debit your account.
- 14.5 A dispute can only be in relation to a purchase and a successful dispute is not guaranteed as the Merchant is entitled to prove your agreement, authorisation and participation.
- 14.6 You must raise a dispute within 30 (thirty) days of the Transaction via the Banking App or by completing or submitting the relevant dispute form to the Bank.
- 14.7 The Bank will acknowledge your dispute within 30 (thirty) days of receiving the request, but resolution may take up to 120 (one hundred and twenty) days.
- 14.8 You may need to provide additional documents or communications for your dispute.
- 14.9 You will be charged a fee for your dispute request regardless of the outcome. Refer to clause 20 for fees.
- 14.10 You cannot:
- 14.10.1 instruct the Bank to refuse payment to a Merchant; or
- 14.10.2 request a chargeback of payment already made unless:
- 14.10.2.1 due to a payment error by the Merchant; or
- 14.10.2.2 you can provide proof that you attempted to resolve the dispute with the Merchant as per the agreement between you and the Merchant.
- 14.11 All disputes with Merchants as per this clause 14 will be subject to the VISA rules.
- 14.12 You are not allowed to be credited twice as a result of a dispute and a credit processed by the Merchant.
- 14.13 The Bank may at its discretion set limits on valid disputes per Cardholder. Disputes processed in excess of this limit will be subject to fees.
- 14.14 You agree to indemnify and hold the Bank harmless for any loss or damage you may suffer, or cause, as a result of a dispute, successful or unsuccessful.
- 15. Card Limits and Transaction Processing**
- 15.1 Cards have default limits, but the Accountholder can change these limits. You are responsible for managing these limits through the available Bank channels such as

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- the RMB Private Bank Banking App, Online Banking and your nearest Branch.
- 15.2 If a Transaction is declined because it exceeds the available payment limit, you will still be charged for the attempt.
- 15.3 There are maximum limits on Transactions that cannot be changed. Some limits are set by regulatory authorities, especially international Transactions, and cannot be changed by the Bank. Local Transaction limits may also change based on industry standards.
- 15.4 Do not split Transactions, to the same recipient with the same reference, to avoid the maximum limit, as this is not allowed.
- 15.5 Transactions may sometimes be debited from your Account long after you have made them. If there is a delay, the Bank may notify you but will still process the Transaction.
- 15.6 You are responsible for honouring the Transaction.
- 15.7 You agree to indemnify and hold the Bank harmless for any loss or damage you may suffer, or cause, in this regard.
- 16. Fraud**
- 16.1 Security of Card and Access credentials and Phishing**
- 16.1.1 Never share your Card details or access credentials with anyone, even if they claim to be from the Bank. The Bank will never ask for sensitive information via email, SMS, instant message, or telephone. These are usually phishing attempts. If you respond to such messages and suffer a loss, the Bank is not liable. You must notify the Bank immediately if you think your credentials may have been compromised.
- 16.2 Fraud Reporting and Time Limits**
- 16.2.1 You must report suspected fraud immediately via the Banking App or by calling 087 575 9444 (standard network rates will apply).
- 16.3 Fraud Investigation and Chargebacks**
- 16.3.1 The Bank can block Transactions, Cards, Accounts, or process chargebacks without notice if fraud is suspected.
- 16.3.2 You have 30 (thirty) days from the date of Transaction to report fraud to the Bank to qualify for a potential chargeback.
- 16.3.3 All reported fraud will be investigated in accordance with applicable legal and regulatory requirements.
- 16.3.4 You may need to provide documents or communication with the Merchant for a chargeback request.
- 16.3.5 If a refund is issued but the Merchant later proves the Transaction was valid, the Bank may reverse the refund and debit your Account.
- 17. Liability**
- 17.1 The Bank is not liable if a Merchant refuses to accept your Card or to honour a Transaction.
- 17.2 The Bank decides whether to approve a Transaction and is not liable if it withholds approval.

- 17.3 You are responsible for:
- 17.3.1 all unauthorised Transactions until you notify the Bank of a lost or stolen Card.
- 17.3.2 unauthorised Transactions by any person using your PIN, unless you can prove that such person did not obtain the PIN due to your negligence.
- 17.3.3 unauthorised Transactions by any person using your Card online, by mail, telephone or electronically, unless you can prove that such person did not obtain your Card or Card number due to your negligence.
- 17.4 The Bank is not responsible for losses due to failures, delays, temporary breakdowns, or malfunctions of any ATM or POS Device, access or service channel, shared network, or other payment Device, beyond its control.
- 17.5 The Bank may perform maintenance to its systems, channels and/or networks, or experience interruption of service. The Bank may take steps to reduce customer inconvenience without prior notice. You are still responsible for all Transactions during such times.
- 18. Lost Card Protection**
- 18.1 Lost Card Protection is available for certain Cards. It covers unauthorised use from the time the Card is lost or stolen until you notify the Bank. If you are negligent in protecting or reporting the lost or stolen Card, you will not have this protection.
- 18.2 PIN-based and contactless Transactions reported as lost or stolen will not be covered.
- 18.3 Delays in reporting a lost or stolen Card will be considered as negligence. You must prove that you were not negligent. Report lost/stolen Cards to: Local: 087 575 9406 (standard network rates will apply)/ International: +27 11 369 1189 (standard network rates will apply).
- 19. Cross Border / Exchange Control**
- 19.1 **Use of Cards Outside the Common Monetary Area (CMA) :** You can use your Card outside the Common Monetary Area (CMA), meaning South Africa, Namibia, Lesotho, and eSwatini. You must follow the exchange control regulations and foreign exchange limits as prescribed by the South African Reserve Bank. These regulations include the Currency and Exchanges Manual for Authorised Dealers (AD Manual) which is available on the South African Reserve Bank website.
- 19.2 **Foreign Exchange Limits and Reporting:** Do not exceed the foreign exchange limits. The Bank may be required to report Transactions outside the CMA to the relevant authorities. You must ensure your Card use complies with the exchange control regulations.
- 19.3 **Permitted Foreign Transactions:** You may make certain small foreign exchange payments (e.g., online imports) up to R50,000.00 (fifty thousand Rand) per Transaction. This does not exempt you from taxes or customs duties or custom duties.

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19.4 Currency Conversion and Exchange Rates:

Transactions in other currencies will be converted to South African Rand (“Rand”) at Visa’s prevailing exchange rate on the processing date and will appear on your monthly Account statement in Rand. A currency conversion fee will apply. Merchants may not process Transactions on the same day, causing exchange rate differences for which you are liable.

19.5 Exchange Rate Timing and Exceptions:

For cross-currency Transactions up to USD 100,000 (one hundred thousand US Dollars) settled within 8 (eight) days, the exchange rate at the date and time of Transaction applies. For those Transactions settled later or involving offline authorisations, accommodation, car rentals, airline tickets, reversals, disputes or adjusted amounts (but not cancelled and presented with the new amount), the exchange rate at the date of settlement will apply.

19.6 Transaction Authorisation:

If a Merchant manually overrides the processing of a Transaction, you are still liable for the Transaction.

20. Costs

20.1 The Bank may charge fees for issuing new Cards, delivering Cards, replacing lost, stolen or damaged Cards.

20.2 The Bank may also charge for:

20.2.1 each Transaction made with the Card.

20.2.2 government levies (charges and taxes), if applicable.

20.2.3 a dispute that you have raised against a Merchant and the purchase/Transaction is found to be correct.

20.2.4 a voucher fee for any request made to obtain a duplicate voucher from a Merchant, if available.

20.3 Fees are listed in the Bank’s pricing guide, available at a branch or on the Bank’s Website, and may be advised by the Bank from time to time. Information about dispute and voucher fees is available at any branch.

21. Your Personal Information

You agree that the Bank may process and share your personal information with certain third parties to create, manufacture, print, and deliver your Card; and/or to enroll your Card for services as guided by you.

22. Changes to these Terms and Conditions

The Bank can change these Terms and Conditions at any time. We will update this document electronically and notify you of any significant changes.

23. Governing Law

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

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