



Terms and Conditions FNB Global Accounts

Last amended: 3 August 2020

In this document “you” or “your” refers to the account holder (including RMB Private Bank customers and account holders who have opened an FNB Global Account) and “we”, “us” or “our” refers to First National Bank (FNB), a division of FirstRand Bank Limited.

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 General Terms and Conditions, Transactional Account Terms and Conditions for FNB, or RMB Private Bank if you are an RMB Private Bank customer and any other terms and conditions applicable to your relationship with us. Keep this document for your records. You must contact us if you do not understand any part of this document.

1. To open an FNB Global Account (where FNB Global Account is used 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.
2. Your Global Account may only be funded from your FNB or RMB Private Bank transactional account. When funding 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 R10million 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:
 - 2.2.1. No additional documents required
3. 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.
4. 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 (“transaction(s)”). You can transact on your FNB Global Account using your FNB Global Account Debit Card or our self-service banking channels (which include Online Banking and the FNB 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 will send you notifications about activities on your FNB Global Account via inContact SMS, 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 (five) 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 (12) months. If you have funded your FNB Global Account but not performed any transactions for a period of eighteen (18) months, your FNB Global Account will become inactive. To re-activate an inactive FNB Global Account, you must perform a transaction. Should no transaction be

performed your FNB Global Account will become dormant after a period of eighteen (18) months. 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 within a thirty-six (36) month period, will become escheatable. If you do not contact your Banker or the Service Centre within one (1) month of your FNB Global Account becoming escheatable, it will be closed. From the time your account becomes escheatable, 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 (60) 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 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. Please refer to our website for details on which FNB Global Account currencies earn interest.
13. Pay as you use pricing applies to the FNB Global Account and use of the FNB Global Account debit card. Please visit www.fnb.co.za or www.rmbprivatebank.com to view our latest pricing guide. We will deduct fees directly from your Global Account.
14. 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 (2) 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.
15. 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.
16. 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.
17. 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).
18. 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.
19. 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.
20. 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.



21. 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.
22. 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.
23. 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)
25. Due to the restrictions and rules imposed by the SARB, we cannot allow another person to transact on your FNB Global Account.
26. We may be required to give the South African Revenue Service (SARS) and/or the SARB information about your FNB Global Account.

You must inform us if any of your information has change.

TERMS AND CONDITIONS FOR FNB GLOBAL DEBIT CARDS

These terms and conditions apply to the use of your FNB Global Debit Card ("card(s)") linked to your USD, GBP or EUR FNB Global Account, 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

- The card can only be linked to one FNB Global Account.
- You may only request one card per FNB Global Account. 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-of-sale ("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.
- 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.
- 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

- The card may only be used outside the Common Monetary Area ("CMA").
- 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.
- Please note that any card 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. A currency conversion fee will be charged for this service and will be added to the transaction amount. Be aware that merchants may not process the transaction on the date of the transaction itself. This can result in exchange rate differences, which the account holder will be responsible for.
- 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 as valid date. 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. 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.
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- 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 transaction 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 pricing 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; or
- request a charge-back of payment already made to a merchant or supplier, for goods purchased or services obtained with the card; or
- 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; or
- 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 (thirty) 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. 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, or which is available from any FNB branch. We reserve the right to charge a yearly card fee.

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 the 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 PIN-based 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.
- 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 reasonable 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; or
 - 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 & PIN CARD

You must read the Mobile Payments terms and conditions (available on www.fnb.co.za) together with these terms and conditions. A "Contactless Chip & PIN" card is a bank card with an embedded chip and antenna. When you are issued with a contactless Chip & 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.

12. GENERAL

- We will give you a statement every month by making it available on our platform and it may be accessed for free by 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 (thirty) 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.
- We may from time to time amend these terms and conditions, by notifying you of the changes on 20 (twenty) 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 (twenty) 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.
- Under the Financial Intelligence Centre Act (FICA) of 2001, we may not establish a relationship with you unless you have provided us with acceptable documents to prove your identity and residential address. An account is considered to not comply with FICA if any of the required Know Your Customer ("KYC") documentation (Identity document and proof of address) are not on record or invalid. Under FICA and industry practice, all FICA non-compliant accounts will be frozen (you will not be able to transact). Before freezing an account, we will try to contact you to obtain the correct KYC documentation. If we cannot obtain the documents, your account(s) will be frozen.

13. PRIVACY TERM

- Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group.
- To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on our website or contact us to request a copy.
- In this privacy term references to "we", "us" or "our" are references to the entities in the FirstRand Group, 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.
- By utilising any products or services ("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 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 privacy term, 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 this Agreement, the responsible party is the party with whom you are contracting a Solution, as well as other entities in the FirstRand Group, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.