



PayShap Terms and Conditions

(Date: 1 October 2023)

1. APPLICATION

These terms and conditions apply to you if you make use of any PayShap products and/or services with the Bank and the use thereof will be deemed as your acceptance of these terms and conditions. This document sets out the rights, obligations and duties between the Bank and yourself in your personal and representative capacity in relation to all PayShap products and/or services.

2. SCOPE OF THIS AGREEMENT

- 2.1. These Terms and Conditions must be read together with all other relevant general, product and channel terms & conditions found on the FNB/RMB website.
- 2.2. If there is a conflict between this agreement and any other product or channel terms and conditions, the provisions of these terms & conditions will take precedence for PayShap products and services only.
- 2.3. Please read these terms and conditions carefully. Should you not understand any part of these terms and conditions, you must contact the Bank for assistance before proceeding with use of the PayShap products and services.
- 2.4. The Bank processes your personal information in accordance with the terms as set out in the FirstRand Privacy Notice accessible on the FNB/RMB website.

3. INTERPRETATION

In this agreement, the following words will have the following meanings:

- 3.1. The words, '**you**' or '**your**' means the account holder who is an individual or juristic person, including any person the account holder allows to operate on the account or has authorised to act on its behalf, who has a relationship with the Bank.
- 3.2. The words '**us**,' '**we**' or '**our**' only means the Bank.
- 3.3. '**Days**' will mean calendar days unless qualified by the word '**business**'. A '**business day**' means any day other than a Saturday, Sunday or official public holiday as gazetted or declared by the government of the Republic of South Africa.

4. DEFINITIONS

- 4.1. '**Bank**' means FNB or RMB.
- 4.2. '**FNB**' means only First National Bank, a division of FirstRand Bank Limited with registration number 1929/001225/06.
- 4.3. '**Known As Name**' means your individual name which you create and will be shared with a Payer when you want to receive a PayShap Payment. The Payer will also use your Known As Name to confirm that you are the intended Recipient.
- 4.4. '**Payer**' means the individual or juristic person who makes a PayShap Payment to another person or juristic person.
- 4.5. '**PayShap**' is a payment service which allows a Payer and/or a Recipient to make and/or receive real time payments either using a bank account number, a ShapID or a Shap Name.
- 4.6. '**PayShap Payment**' means a real time payment of money from a bank account to another bank account which can clear in a time period of between 10 (ten) seconds and 60 (sixty) minutes, if successful.
- 4.7. '**Recipient**' means the individual or juristic person that receives a PayShap Payment from another individual or juristic person.
- 4.8. '**RMB**' means only RMB Private Bank, a division of FirstRand Bank Limited with registration number 1929/001225/06.
- 4.9. '**ShapID**' means an alternative and unique means of identification that can be used instead of your account number to receive a PayShap Payment. A ShapID consists of either your cellphone number only, or your cellphone number joined with the Bank's name (i.e. cellphone number @FNB or cellphone number @RMB) which is directly linked to your nominated bank account. A ShapID is limited to account holders who are individuals only.
- 4.10. '**Shap Name**' means a unique business name joined with the Bank's name (i.e. business name @FNB or business name @RMB) which is directly linked to your nominated business account. A Shap Name is limited to account holders who are juristic persons only.

5. CONDITIONS TO PAYSHAP PAYMENTS

- 5.1. PayShap Payments made from an FNB/RMB account to another FNB/RMB account or to other banks who also offer PayShap, may take between 10 (ten) seconds and 60 (sixty) minutes to clear, if successful.
- 5.2. The bank cannot guarantee a successful PayShap Payment to all account types at any bank.
- 5.3. A PayShap Payment cannot exceed an amount of R3,000.00 (three thousand rand) per transaction.
- 5.4. Only certain of the Bank's transactional bank products are available for this service.

PRIVATE BANKING

5 Merchant Place
9 Fredman Drive
Sandton 2196
South Africa

PO Box 7856111
Sandton 2146
South Africa

Switchboard +27 87 335 5300
Website rmbprivatebank.com

RMB PRIVATE BANK a division of FirstRand Bank Limited FSP 624 and NCRCP20. Reg. No. 1929/001225/06.



- 5.5. The Bank will not be liable for any loss or damage of any nature because of any errors or omissions made by you when making a PayShap Payment, or as a result of the time taken to clear the funds under normal circumstances. The Bank is not liable for any loss or damage of any nature because of system, technical or manual failures outside of the Bank's control.

6. CONDITIONS SPECIFIC TO PAYSHAP PAY BY ACCOUNT

- 6.1. It is your responsibility to ensure that you provide correct and complete information for the payment instruction, including but not limited to the Recipient's name, bank account number and bank.
- 6.2. The Bank does not verify the Recipient's bank account details nor check if the identity of the Recipient is correct prior to processing the payment instruction. The payment instruction is carried out on the information you provide.
- 6.3. The Bank will not be responsible to you or the Recipient you are paying for any loss or damage which may occur as a result of incorrect information you have provided.

7. CONDITIONS SPECIFIC TO PAYSHAP PAY BY SHAPID OR PAYSHAP PAY BY SHAP NAME

- 7.1. Should you wish to receive a PayShap Payment using a ShapID or a Shap Name you must register for this service with the Bank. This entails you registering a ShapID and a Known As Name which is directly linked to your nominated bank account or registering a Shap Name which is directly linked to your nominated business account.
- 7.2. The Bank will authenticate the cellphone number you register as per your ShapID on registration of the PayShap service. It is your responsibility to ensure that you update your ShapID should your cellphone number change.
- 7.3. You as the Payer will be responsible for confirming the Recipient's ShapID and Known As Name, or Shap Name, whichever is applicable, with the Recipient directly. The Bank will not be responsible to you or the Recipient you are paying, for any loss or damage of any nature, which may occur as a result of your failure to confirm the Recipient's information.
- 7.4. The Bank, from time to time, may confirm your registered cellphone number with you, and should the Bank be unable to do so, the Bank may be required to deregister you, without prior notice, from the PayShap Payment service.

8. CONDITIONS SPECIFIC TO YOUR KNOWN AS NAME AND/OR SHAP NAME

- 8.1. The Known As Name and/or Shap Name can be used by others to identify you as the intended Recipient of a PayShap Payment.
- 8.2. You may not choose a Known As Name and/or Shap Name that is misleading or that misidentifies you as another person (including juristic persons).
- 8.3. Your Known As Name and/or Shap Name may not be indecent, offensive or constitute inappropriate, insulting or abusive language or any other offence.
- 8.4. Should your Known As Name and/or Shap Name not comply with the conditions set out above, the Bank will deregister you from the PayShap service, without prior notice, and you will be required to register again for the PayShap service with a new Known As Name and/or Shap Name that is acceptable to the Bank.

9. CONDITIONS SPECIFIC TO ERRONEOUS PAYMENTS

- 9.1. A PayShap Payment cannot be reversed.
- 9.2. Where you have made an erroneous PayShap Payment, the Bank may in good faith assist you on a best efforts basis to share the Recipient's contact information with you, provided that the Bank has obtained the Recipient's consent prior.
- 9.3. You will need to complete the FNB/RMB Payments Reversal Request Form, available at a Branch or on the FNB website, and submit to fnbdigitalrecalls@fnb.co.za.
- 9.4. You will be charged a fee for this service.
- 9.5. You fully indemnify and hold the Bank harmless against any loss, damage or claim, including legal fees, on an attorney and own client scale which may be sustained as a result of the Bank's action in obtaining and sharing the Recipient's contact information with you, which waiver and indemnity the Bank accepts acting upon the instruction referred to above and which purports to have been issued or authorised by you. The Bank cannot be held liable for any act or omission by a Recipient's bank or by a Recipient where the Bank has acted in effecting your instruction.

10. COSTS OF PAYSHAP SERVICES

- 10.1. We provide all PayShap services (including assistance with erroneous payments) to you on your instruction at a cost.
- 10.2. The standard PayShap pricing will apply when PayShap payment/s are made. The latest Pricing Guide can be viewed on the FNB/RMB website.
- 10.3. The Bank reserves the right to amend the Pricing Guide, Payments Reversal Request form and fees/costs on its products and services which can be located on the FNB/RMB website. We may change our fees from time to time. We will advise you of this by giving you notice of the changes within a reasonable time before the change takes effect.

11. SHARING OF YOUR PERSONAL INFORMATION

- 11.1. The Bank processes your personal information in accordance with the terms as set out in the FirstRand Privacy Policy accessible on the FNB/RMB website.
- 11.2. When making and/or receiving a PayShap Payment using your ShapID, your Known As Name and your masked full Name and Surname, will be shared with the person or juristic person who is making and/or receiving a PayShap Payment to and/or from you respectively.



- 11.3. When making and/or receiving a PayShap Payment using your Shap Name, your Shap Name and the business name or trading as name will be shared with the individual or juristic person who is making and/or receiving a PayShap Payment to and/or from you respectively.
- 11.4. Where you have registered a ShapID with the Bank's name or a Shap Name, by default, the name of your Bank will also be shared with others who are making use of your ShapID or Shap Name.
- 11.5. Should a Recipient of a PayShap Payment need to determine the identity of the Payer in order to accurately reconcile and/or allocate the PayShap Payment, the Bank may, upon request, to pursue or to protect the Recipient, the Payer and/or the Bank's legitimate interest, share the Payer's contact information with the Recipient.

12. CONDITIONS SPECIFIC TO DEREGISTRATION OR SUSPENSION

In the case of fraud, suspected fraud, or where the law forces us, we can deregister or suspend you from the PayShap service, or we can refuse to carry out any instruction or transaction without notice to you.

13. WE CAN CHANGE THESE TERMS AND CONDITIONS AT ANY TIME

We have the right to change these terms and conditions or add new terms and conditions for the use of these products and services at any time. Whenever we change these terms and conditions, we will electronically update this document. We will notify you about any significant (important) changes to this agreement or the rules.

14. GOVERNING LAW

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