



# NON-TRADING JURISTIC ACCOUNTS TERMS AND CONDITIONS

Date last amended 14 October 2022

In this document “you” or “your” refers to the account holder and “we”, “us” or “our” refers to RMB Private Bank. This important document sets out your and our rights and duties to each other. Read this document carefully together with the FirstID Agreement and Generic Customer Annexure (or the General Terms and Conditions or FirstRand Relationship Agreement, where applicable). Keep this document for your records. You must contact us if you do not understand any part of this document or if you are not sure which parts of this document apply to you.

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## NON-TRADING JURISTIC ACCOUNT RULES

<b>Who qualifies for this account?</b>	<p>The Non-Trading Juristic Account (“Account”) is aimed at legal entities where the focus is on wealth creation, preservation and asset protection. It is important that you understand the features, benefits, these terms and conditions, fees and tax implications of this product. You need to be satisfied that the product you have chosen meets your needs and objectives.</p> <p>This Account is meant for non-trading entities and should you be a trading entity or you no longer qualify for the Account, for whatever reason, we reserve the right migrate you to a more suitable product.</p>
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## PRIVATE BANKING

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**Authorised Users**

Only your Authorised Users may act on your behalf, whether as administrators, transactors, or viewers, or in any other capacity. You must inform us from time to time using the forms or process we require about which person(s) are authorised to represent you and what authority they will have. You alone are responsible for deciding on and checking the powers given to its Authorised Users.

You must give us correct and up to date information about your Authorised Users. We can require the Authorised Users to verify information provided by you. Until we receive all the necessary documents or instructions regarding Authorised Users we will act according to the last recorded instructions you gave us. If we receive conflicting instructions from any Authorised User we can at our option a) refuse to carry out any instructions or transactions; or b) act on the instruction of any person who was recorded as valid administrator or representative of you at the time the instruction was given.

You are responsible for ensuring that your Authorised Users do not give us conflicting instructions. We may act on all instructions from your Authorised Users and debit their transactions to the relevant account. You are liable for all authorised and unauthorised transactions of its Authorised Users and for all their actions and/or omissions. We will not be liable for any action, loss or fraud committed by any Authorised User nor will we be liable if any Authorised User acts outside of its mandate from you. You will ratify any such acts committed by your Authorised Users and agrees to indemnify us for any such actions, losses, legal and other costs and expenses.

You will be liable for the value of transactions made by you or your Authorised Users on any account, products or service, plus fees and charges on such transactions. You understand the risks associated with giving someone the ability to act and transact on your behalf, particularly where the approval of another person is not required first. You understand the risks associated with allowing persons to access account information or transact on your accounts using that person's own personal banking profile. You alone are responsible for putting the available safeguards, including controls and separation of roles, in place to prevent fraudulent transactions on its accounts, including placing limits on accounts, requiring approvals of transactions and/or requiring notifications to go to senior persons other than those who transact. We will, however, not be liable for any delays in payment or transfer of funds because of restrictions that apply to your Authorised Users' powers, whether these were imposed by you, a court or the law or by us for security or risk management purposes. If an account is closed the Authorised Users' access rights will automatically end for that account. You must ensure that the Authorised User can no longer transact via any access mechanism. This will not affect an Authorised Users' rights on remaining accounts and/or banking channels. We may restrict any person's authority without notice if we have the need to do this but will not extend (increase) any person's authority without your prior consent.

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<p><b>Required monthly income deposit</b></p>	<p>Different pricing options are applicable to each product offering available to the Account(s).</p> <p>In order to qualify for a particular pricing option or rebate on your fees, it may be required of you to ensure a minimum balance is kept in your account. Please see our pricing guide on the RMBPB website for information on the minimum balances and/or earning thresholds that are required in order to qualify for the different product offerings and pricing applicable to the Account.</p> <p>You must deposit your regular monthly income into this Account. You must do this within 6 (six) months of opening the Account. In the event that you fail to deposit your monthly income into your Account and fail to remedy such breach after reasonable notice is provided to you to do so, we may cancel this agreement and close your Account.</p>
<p><b>Fees you must pay</b></p>	<p>Fees apply on this Account. Refer to our latest pricing guide for more information. These are available at any service suite or on the RMBPB website.</p>
<p><b>Payment devices/instruments</b></p>	<p>You can apply for Debit Cards on request which include RMB Private Bank Visa Debit Card or RMB Private Bank Petrol Card. Please refer to Debit Card Terms and Conditions which apply.</p> <p>This paragraph applies to any promissory note, bill of exchange or other negotiable instrument (“instruments”). By crediting your account we do not warrant that the instrument will be paid. We will reverse the credit and debit your account if the instrument is not cleared for any reason. This means that if you use the proceeds of an instrument before it clears, you do so at your own risk. If you require certainty about an instrument before it is cleared you must request us to process it as a special clearance or for special presentation. In such case we will, for a fee, only credit the value of the instrument to the account after payment is confirmed. We are not responsible for your errors or omissions or that of any depositor or for ensuring you have lawful title to the instrument. We can use any clearing system used by clearing banks. While we take reasonable steps to prevent loss of, or damage to, instruments, if any instrument is lost or damaged when it is being cleared, the instrument will be treated as lost and we will debit your account accordingly.</p>
<p><b>Overdraft Facility</b></p>	<p>An overdraft facility may be applied for and linked to your Current Account. You must apply for this separately. Terms &amp; Conditions of the overdraft facility will apply to you once we grant you the facility even if you don't use the overdraft facility.</p>

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<b>Private Banker</b>	<p>A Private Banker may at our discretion be assigned to qualifying customers. If a Private Banker is assigned to you, you will be required to sign a Private Banker Mandate and Indemnity. The Service Suite will be authorised to execute any of the following instructions:</p> <ul style="list-style-type: none"> <li>• Request for payments to be made;</li> <li>• Request for funds to be transferred between accounts;</li> <li>• Request foreign exchange transactions to be effected; and</li> <li>• Provide any other service that we may offer from time to time.</li> </ul> <p>The Private Banker / Service Suite will rely upon and act in accordance with any instruction, notice, demand or other communication which may be given by you or any Authorised User to conduct transactions on your banking product(s) with us, whether by telephone, facsimile, e-mail or any other means, without the need for us to enquire about the authority or identity of the person giving such instruction and notwithstanding any error or misunderstanding or lack of clarity in the terms of any such instruction.</p> <p>We may request written confirmation of instructions given by means of telephone, facsimile, e-mail or other electronic means, but may at its discretion accept such instructions without written confirmation. If we receive unclear or conflicting instructions, we will not be required to act on those instructions until the ambiguity or conflict is resolved to its satisfaction. If we act on those instructions, then you indemnify us against any losses or liabilities that may result. We will effect instructions only during banking hours on a business day, being any day other than a Saturday, Sunday, official South African public holiday. We will have the right to determine the method used to execute your instructions.</p> <p>You indemnify us against all losses, actions, claims, proceedings and liabilities sustained or incurred directly or indirectly by us acting in good faith as your bankers and particularly (but without limitation) against liability arising out of us acting on any instruction given by telephone, facsimile, e-mail or any other electronic means and agree that we will not be liable for any loss incurred by you as a result of so acting.</p>
<b>Estates</b>	<p>Should you become the subject of or initiate liquidation, sequestration or business rescue proceedings, be placed under administration, judicial management, curatorship or becomes deceased; we will not allow any funds to be transferred from any account held by you and all access mechanisms will be cancelled. We will only allow a duly authorized representative appointed by a court of law to provide us with instructions on the account. We will only act upon such instructions once all relevant information and documentation required by us has been provided.</p>

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<b>Statements</b>	<p>All transactions, fees and charges will be reflected on the account statement or ATM mini statement or transaction record on our access channels. If there is a difference between our records and your records, our records will be sufficient proof of the information thereon unless you can prove the contrary. You have 30 (thirty) days from the date of statement (or the date of the transaction entry); whichever occurs first, within which to dispute any transaction or fee appearing on its statement or savings book, otherwise we can assume it is correct. Unless we specifically agree otherwise, we will make your statements available on our platform and accessible for free by using one or more of the following channels; Online, App, ADT, ATM, Cellphone banking or at any branch. You may request extra statements for which you may be charged. These statements will constitute the original VAT Invoice. If you want to claim input VAT on bank charges using these statements you must ensure that the correct information is provided to us and displayed on these statements and that the electronic versions are acceptable to your auditors and the South African Revenue Services. You may have to request income tax certificates for certain accounts as certificates are not sent for all accounts. We will not be liable for any loss or damage due to incorrect information being provided by you, the unauthorised use of, or disclosure of, your statements or certificates or if you do not receive your statements or certificates.</p>
<b>Interest</b>	<p>We may pay interest on this Current Account. Interest rates are quoted on an annual basis and are calculated on the account's daily ledger balance. If the date for paying interest falls outside a business day, interest will be paid on the next business day. The rate of interest payable can change daily at our discretion.</p>
<b>You alone carry the risk of sending instructions by email, telephone or fax</b>	<p>You may request that we accept instructions from you by email and/or telephone or fax. You hereby confirm and understand that we will do so on the following basis. We will not verify (check) that instructions were actually sent by your Authorised Users using any of these indirect communication methods. We will act on the instructions as if authorised persons sent them. You understand that these indirect communication methods are not safe and carry greater risks than face-to-face communications or communications using our other secure non-face to face banking channels like online, cell phone or telephone banking. These risks include the risk that the communication may be intercepted or changed without knowledge, or consent, or that unauthorised instructions may be sent to us. You agree to accept these risks. We will only agree to accept and act on instructions sent using these indirect communication methods, on condition that you waive your right to claim against us for any loss or damage it suffers because of this. You indemnify and hold us harmless, against any claim against us for any loss or damage that you or any other person suffers because you chose to use these indirect communication methods. You understand that we will not be liable to you or your Authorised Users for any loss or damage that you or they suffer because you chose to use these indirect communication methods. You will be legally liable to us or any party for any loss or damage we may suffer because of your decision to use these indirect communication methods. Your Authorised Users are solely responsible for making sure that we received an instruction. We will only be deemed to have received an instruction once we have actually confirmed receipt in writing. You will be liable if an instruction is sent more than once. We are also not liable for any errors, omissions or delays in transmission of any communication.</p>

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<b>When we can restrict access to an account</b>	We may restrict access to any account, close any account and may freeze all amounts and/or cancel its agreement(s) with you and/or demand immediate payment from you of all amounts plus costs and interest: (1) if you breach any provision of any agreement you concluded with us, or (2) if any amount is overdrawn or an unauthorised excess arises, or (3) you fail to pay the outstanding amount or make appropriate arrangements with us, or (4) if your account is a demand deposit account (for example any Current Account) whether any breach or default has occurred or not, or (5) you are placed in liquidation, sequestration, business rescue (provisional or final) or other legal disability or (6) you act contrary to local or international sanctions and our policies in relation thereto.
<b>Customer's warranties</b>	You warrant to us that no litigation, arbitration or administrative proceeding is in progress or, to your knowledge pending or threatened against it, or any of its assets, which could materially adversely affect your financial condition. You warrant to us that you are not in liquidation, sequestered, under curatorship or under business rescue (final or provisional) or other legal disability, nor are such process or proceeding in progress or threatened. You must immediately notify us if you are sequestered/liquidated (including provisionally or finally) or placed in business rescue or other legal disability.

## GENERAL RULES FOR NON-TRADING JURISTIC ACCOUNTS

- You must inform us in writing of any changes to your legal entities structure.
- We have the right to refuse to open an account, provide a service or accept a deposit. Before approving an account or service, we may investigate you and may require supporting documentation. You may not use any account (or allow the account to be credited) until we are satisfied with the documentation or information required by us to satisfy its policies and the laws in relation to money laundering, local and international sanctions and related provisions and our policies in relation thereto. An account may not be used to contravene these laws or policies.
- You may not pledge or cede any right arising from a deposit balance without our prior written consent. We will only consider cessions and pledges to registered South African banks.
- While we may allow you extra time to comply with your obligations or decide not to exercise any of our rights or remedies, we may still insist on the strict compliance with its terms & conditions at any stage and the terms & conditions will not be deemed to have been amended or novated.
- Notwithstanding any statement or account information, a certificate signed by any manager of RMB Private Bank (whose appointment, or qualification need not be proved) will be proof of the outstanding balance, reserved funds, the rate of interest and the amount of costs and fees unless you prove the contrary and will be valid as a liquid document in any court to obtain provisional sentence or summary judgment, or judgment for any other purpose against you.
- This product is meant for transacting and must not be used for any other purpose.

### For purposes of interpreting the terms and conditions the following will apply:

- Business days means all days except Saturdays, Sundays, or official public holidays.
- Clause headings are included for convenience only.
- The word including means "including, without limitation".
- Each and every clause is severable from the others and the invalidity of one or more of the clauses will not affect the remainder of the terms & conditions, which shall remain in full force and effect.

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- In addition to the terms & conditions you will continue to be bound by any tacit agreement between you and us relating to any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.
- The laws of the Republic will govern the terms and conditions.

## GENERAL RULES FOR CURRENT ACCOUNTS

The Current Account rules and the following rules apply to the RMB Private Bank Current Accounts (“account(s)”).

These rules also apply to any person you allow to operate the account.

### 1. YOUR PAYMENT INSTRUCTIONS MUST NOT BE MORE THAN THE AVAILABLE BALANCE IN YOUR ACCOUNT

You may only instruct us to carry out payment instructions (such as debit orders; scheduled payments or debit card purchases) if you have sufficient funds in your account(s). For the purposes of this agreement, this means your credit balance must be sufficient taking into account the required amount of un-cleared funds deposited into that account and the amount of funds in the account that are reserved for other purposes. NOTE: Any funds reserved for point-of-sale transactions will only be deducted from your account(s) when the merchant successfully banks the transaction with its bank. Until this happens it is your responsibility to monitor your account(s), and not to use those reserved funds. Take note that the available balance in your account(s) does not include the funds available in linked accounts like the FNB Savings Account.

You may not request or apply for credit by instructing us to process a payment instruction where there is no available balance or insufficient funds in your account(s).

We will not carry out payment instructions if there is no available balance or insufficient funds in the account(s). However, if we for whatever reason carry out your payment instructions if there is no available balance or insufficient funds in the account(s), you agree that you will be liable to immediately repay the unauthorised overdrawn amount to us. Should we honour your instruction to make the payment in these circumstances, we will do so because we, as a bank, will perform a professional service to you and this will not be an extension of credit or a temporary increase of an agreed credit limit and the unauthorised overdrawn amount is immediately re-payable. We will charge you a service fee for each payment instruction we carry out in these circumstances, called an honouring fee.

The unauthorised overdrawn amount on your account(s) is immediately due and payable and, without any further notice, if you do not make payment of this amount immediately you agree that we may charge you default or mora interest in accordance with the Prescribed Rate of Interest Act, 1975, as amended. We may also take immediate steps to recover the unauthorised overdrawn amount.

The decision whether or not to charge interest at all or to charge mora interest will reflect on the statements made available to you from time to time. We reserve the right to correct any entry made in error on your statement relating to interest on any unauthorised overdrawn amount to reflect whether interest is charged or not and if so, the interest rate charged.

### 2. ENDING THIS AGREEMENT

We reserve our right to terminate our relationship with you in line with the RMB Private Bank General Terms and Conditions.

Should we choose to do so, we will end this agreement and close your account. You can end this agreement by giving us notice in writing.

If this agreement ends, the following rules apply:

- You must still pay us the full amount you owe us for all transactions subject to any arrangements you have with us on your account.
- You must return any debit or petrol cards we gave you.

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- You must not withdraw funds from your account until we have processed all outstanding transactions.
- To cover what you may owe us after the agreement ends, you agree that we can keep sufficient funds in the account.

### 3. DORMANT (INACTIVE) ACCOUNTS

An inactive account is defined as an account which contains a positive or nil balance, and which has not been used for a period of time as determined by us and notified to you from time to time. If you continue to not use your account within the inactive status, and upon expiry of the inactive period, your account will be deemed dormant and we reserve the right to close your account.

We will notify you on the contact details provided by you, before your account is deemed dormant. When your account is deemed dormant any credit facility, cards or service linked to your account which are not in arrears will also be regarded as dormant.

We will charge a monthly fee on your account during the time it is deemed inactive or dormant.

Should you fail to respond to our notice(s) and upon the expiration of the dormant period, we will close your account. We will notify you before we close your dormant account. From the time your account is closed, you will not earn any interest on a credit balance (if applicable).

You have the right to claim any credit balance in your dormant account. In the event that the account is closed, you have a period of sixty (60) years from the date on which the account was closed to claim funds still in the account at time of closure of the account (if applicable). 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.

### 4. RULES THAT APPLY TO NEGOTIABLE INSTRUMENTS

You authorise us to honour (pay) all bills of exchange or other negotiable instruments ("instruments") that appear to have been drawn, made or accepted and signed by you.

### 5. KNOW YOUR CUSTOMER (KYC)

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.

### 6. FAIR USE POLICY

This product is meant for transacting in your personal capacity and must not be used for any other purpose.

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## GENERAL RULES FOR DEBIT CARDS

### 1. RULES FOR DEBIT CARDS

- These terms & conditions (“rules”) apply to your use of the debit card(s) issued by RMB Private Bank.. These rules will apply to you from the time you apply for or use the card, whichever happens first. These rules form an agreement between us, and the account holder, the cardholder (user of the card(s)), any additional cardholders.
- This card can be linked to more than one current account.
- This card (together with the PIN) may be used to do the following:
  - Use any FNB ATM for available banking services.
  - Withdraw cash from an ATM and selected payment terminals.
  - Deposit cash at an ATM.
  - Get an account balance at an ATM or a selected payment terminal.
  - To pay for goods and services from Suppliers who accept the relevant card.
  - To pay for goods or services purchased on website or the phone or by mail order, in which instance you will be asked for certain card related information before you may use these channels to transact.
  - To pay for subscriptions and membership fees using repeat payments. (it is your responsibility to inform the merchant/ service provider if the card number or expiry date changes)
  - To purchase fuel at retailers that accept card(s).
  - To register for any digital channels such as online banking.

### 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.
- To increase security, it is advisable to change any PIN we issue to you immediately after receiving your card. 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 with a ballpoint pen.
- Only the person named as the authorised cardholder 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 the PIN and/or sign a transaction slip as required by the 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 is lost or stolen.
  - Someone has obtained the PIN.
  - Unauthorised transactions on the account.

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Only the accountholder/cardholder may set and change limits that apply to the card.

### 3. YOU MUST COMPLY WITH EXCHANGE CONTROL REGULATIONS

- You must comply with the applicable exchange control regulations when performing any transaction or payment made outside of the Common Monetary Area (“CMA”). The CMA consists of the Republic of South Africa, Lesotho, Namibia and eSwatini. Any transaction or payment made in a currency other than South African Rand (“Rand”) will be converted to South African Rands at the card scheme’s prevailing rate of exchange that applies on the date of processing the transaction to your account. The transaction will be shown on the accountholder’s monthly account statement in South African Rands. Be aware that merchants may not authorize/process the transaction on the date of the transaction or payment. Subject to the below clause, this may result in exchange rate differences for which you 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, will be settled at the rate of exchange as at the date and time of the transaction or payment and not the date of settlement. Excluded transactions will be subject to the rate of exchange applicable at the date of settlement and include, but are not limited to, transactions that are not cleared and settled within 8 (eight) calendar days, where merchants do not place an authorization hold on the transaction (“offline transaction authorisations”), 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, which will be charged and added to the transaction amount. We may be required to report any transactions that occur outside the CMA to the South African Reserve Bank, the South African Revenue Service and/or the Financial Intelligence Centre.
- You warrant to us 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. Payments are limited to R50,000.00 for each transaction. 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. The cardholder may only use the card during this period. The accountholder or the cardholder may request us to issue a replacement card if the accountholder’s agreement with us still applies and card is lost, stolen, damaged.
- The accountholder or the cardholder may request us to issue a renewal card if the accountholder’s agreement with us still applies and the card expires. In certain cases, we will issue the renewal card automatically. The same limits and functionality will apply to the renewal card. Should you upgrade or downgrade your account, new card limits will apply to your newly issues card. It is your responsibility to confirm or change your card limits by visiting a service suite or digital channels such as Online Banking. We may deliver the card to you or you may collect the card at a service suite once we have verified your identity.

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

The cardholder will be held legally responsible for all transactions done with their card which include, but are not limited to:

- Transactions at Automated Teller Machines (ATM's).
- Transactions at payment terminals.
- Recurring Payments where the cardholder has authorised the Merchant to collect payments from the account.
- Transactions done via electronic methods which include but are not limited to websites or telephone.

All transactions for purchases, services or cash withdrawals will be debited (charged) to the selected linked 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 the account, we can decline a request to authorise a transaction. Your card must not be used to participate in online gambling activities and for the purchase of foreign lottery tickets. We are required to decline any card transactions in South Africa that relates to foreign lotteries or any online gambling activities.

## 6. DISPUTES WITH SUPPLIERS

A dispute between you and any supplier of goods/services will not affect our right to debit (charge) the account and/or receive payment of the transaction amount from you. You do not have the right to:

- instruct us to refuse to pay the supplier; or
- request a charge-back of payment already made to the supplier, for goods purchased or services obtained with the card, or
- have any claim, or institute any counter claim against us, or to apply set-off against us.

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

- allowed by the VISA or MasterCard (as applicable) rules and regulations, as published by VISA or MasterCard (as applicable) from time to time, or
- there was duplication in payment due to human and/or technical error by the supplier.
- you can provide proof that you attempted to resolve the dispute with the supplier according to the agreement between you and the supplier.

You must raise any card-related disputes within thirty (30) days after the transaction date. Disputes must be made at the branch where your account is held by completing the relevant dispute forms.

## 7. CHARGES, FEES AND OTHER COSTS

Our fees are set out in the pricing guide which is available at any service suite or on [www.rmbprivatebank.com](http://www.rmbprivatebank.com). Information about dispute and voucher fees are available from any service suite. Additional cash withdrawal fee(s) may be charged for international ATM withdrawal(s) by the bank(s) operating the relevant ATM(s).

## 8. CARDHOLDER AND CUSTOMER ARE JOINTLY AND SEVERALLY LIABLE FOR ALL TRANSACTIONS

The accountholder may ask us to issue additional cards and PIN's, if required, to additional cardholders.

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You agree that once the additional cardholder has been issued with an additional card and PIN, that person will have unlimited access to the funds in the account(s) linked to the additional card. **You accept liability (legal responsibility) for all**

**transactions performed by the cardholder using the card. If the accountholder does not pay us in full for the transactions, the cardholder will be jointly and severally liable to us as co-principal debtor for all amounts and any other obligations arising out of these rules.** All amounts include interest which may be levied (charged) on the transaction amount(s) and applicable fees/charges, owing to us on the account through the use of the card.

## 9. YOUR LIABILITY

**You will be legally responsible (liable) for:**

- all card-based transactions until we have been notified of the loss or theft of the card;
- any transaction that has been debited (charged) to the account by any person other than the cardholder using the PIN, unless the cardholder can prove that such person did not obtain the PIN because of the cardholder's negligence;
- any transaction that has been debited (charged) to the account by any person other than the cardholder using the card for purchases/transactions made on websites, by mail order, telephone / or electronically, unless the cardholder can prove that such person did not obtain the card or card number because of the cardholder's negligence.

**We are not responsible for any loss the accountholder and/or cardholder may suffer because of a failure, temporary breakdown or malfunction of any ATM or payment terminal or other card payment device, where applicable, resulting from circumstances beyond our reasonable control.**

## 10. TERMINATION

- We reserve our right to terminate our relationship with you in line with the RMB Private Bank General Terms and Conditions. Should we choose to do so, we will end this agreement and close your account
- We reserve the right to end this agreement and cardholder's right to use the card with immediate effect in any of the following circumstances:
  - if the cardholder has not used the card for a reasonable period of time; and
  - if it is necessary to protect our interests.
- The accountholder and/or the cardholder may end the agreement if all outstanding amounts, including interest and fees due to us are paid in full.
- The accountholder has the right to claim possession of the card from the additional cardholder on demand, but the accountholder is not entitled at any time to any knowledge or access to the cardholder's PIN, if issued or to use the card. The cardholder must notify us of possession of the card in writing and must return the card to us at any service suite.
- If this agreement is terminated, the accountholder's and the cardholder's full indebtedness to us for all card transactions remains due and payable, subject to the arrangements in place on the account.

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Sandton 2196	South Africa		



- If the accountholder requests us to close the account, the card must be returned to us immediately. A seven (7) day period will apply before the account is closed to allow for settlement of any outstanding transactions made by the cardholder but not yet processed by a supplier.

## 11. CONTACTLESS CHIP & PIN CARD

You must read the Mobile Payments terms and conditions (available on [www.rmbprivatebank.com](http://www.rmbprivatebank.com)) 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 card you may be required to merely scan your card within the wireless range of the payment terminal depending on the value of the transaction. Some merchants may require you to sign a slip. Certain transactions may require you to dip or swipe your card at the payment terminal and may require you to enter your PIN. The contactless functionality will only be available at selected merchants on transactions up to a limit based on your individual profile, which we may change at our discretion. 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.

## 12. GENERAL

- The card remains our property and must be returned to us immediately at our request.
- If you are a minor (under the age of 18) then these terms & conditions will also apply to your parent or legal guardian (with the appropriate amendments).
- The card is VISA or MasterCard branded, issued by us under license of VISA or MasterCard as the case may be.
- We may from time to time amend these rules, by notifying you of the changes on 20 (twenty) days' notice.
- If you are not happy with the changes, you have the right to end the agreement prior to the expiry of 20 (twenty) days after notification of the changes has been sent to you.
- The changes will be binding on you and will form part of the agreement upon expiry of the 20 (twenty) day period.
- You consent to us sharing your personal information with our Couriers for the purposes of delivery of your Card.

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