

Section A

Existing Primary Card No.

Credit Card Requirements

Platinum Gold Silver Credit *(please mark applicable with a tick)*
 Preferred Delivery Channel: FNB Branch Post
 Branch Name

Personal Details

First Name
 Surname
 Initials Title Date of Birth
 ID/Passport No. **Gender:** Male Female
 Number of Dependent Children **Citizen:** Yes No
 If NO, please specify your Country of Origin
 Country of Permanent Residence
Marital status *(please indicate below):*
 Single Married Widowed Divorced Separated
Type of marriage *(please indicate below):*
 Community of property Ante-nuptial Contract Other
Capacity at Present
 Please indicate below:
 Home owner Tenant Lodger Live with parents
 Residential Address
(if property is owned by yourself)
 Property Value P Outstanding Bond P

Contact Details

Business Tel. No. - Fax No. -
 Home No. - Cellphone No. -
 E-Mail Address
 Preferred contact method: Email Post Telephone
 How would you like your statement delivered? Email Post
 Postal Address

Employment Details

Employer	<input type="text"/>	
	<i>Name of business if self-employed</i>	
Occupation	<input type="text"/>	
Income (gross per annum)	P <input type="text"/>	No. of years at present employer <input type="text"/>
Work Address	<input type="text"/>	
Employers Tel. No.	<input type="text"/>	
Previous Employer	<input type="text"/>	

Banking Details

Bank Name	<input type="text"/>	Branch Name	<input type="text"/>
Branch Clearing Code	<input type="text"/>	Account No.	<input type="text"/>

Automatic Debit order (applicable to FNB account holders only)

I authorise FNB Card to debit my account, stated above:

Minimum Amount	P <input type="text"/>	Full Amount	P <input type="text"/>
Fixed Amount	P <input type="text"/>		

Declaration and Signature

- I agree to be bound by the conditions of use of an FNB Credit Card, which will be sent to me together with my first monthly statement (copy available on the FNB website and from the FNB Card Customer Enquiries).
- I agree that personal information relating to the conduct of my account may be given to any division and subsidiary within First National Bank which requests such information, and any registered credit bureau.
- I agree that FNB Card may perform a credit search on my credit profile with a registered credit bureau when assessing this application.

Authorised Signatory Name Identity No./Passport No.

Signature _____ Date

Spouse Consent

Spouse Full Name

Identity No./Passport No.

Signature _____ Date

Documentation Required

- A copy of ID to be certified by an FNB outlet (if ID is lost/stolen a copy of your passport).
- Proof of residential address (please supply any document not older than three months) that clearly states your name and residential address, e.g. bank statement, pay slip or utility bill.
- Recent salary slip.
- Work and residence permit for non-citizens.
- Last 6 months' bank statements (for non-FNB bankers).

Next of Kin (not to be the same contact details)

Next of kin 1

First Name

Surname

Postal Address

Business Tel. No. - Home No. -

Cellphone No. -

Next of kin 2

First Name

Surname

Postal Address

Business Tel. No. - Home No. -

Cellphone No. -

Security password

Create own password

For Official Use Only

Branch Name

Contact Person

Branch Code Tel No. -

Employee No.

Lead Generator **L**

Sales Person **S**

Section B: Additional Credit Card

Section A must be completed together with Section B, unless the primary credit card holder has an existing FNB Credit Card product. Parent/legal guardian must complete Section A if primary applicant is under 21.

Credit Card Requirements

Platinum Gold Silver Credit *(please mark applicable with a tick)*

Separate Account Linked Account Limit Required **P**

Preferred Delivery Channel: FNB Branch Post

Personal Details (additional credit card applicant)

First Name
 Surname
 Initials Title Date of Birth
 ID/Passport No.
 If NO, please specify your Country of Origin
 Country of Permanent Residence

Citizen: Yes No

Contact Details

Business Tel. No. -
 Home No. -
 E-Mail Address
 Preferred contact method: Email Post Telephone
 How would you like your statement delivered? Email Post
 Residential Address

 Postal Address

Declaration and Signature

- The primary credit card holder/applicant and the additional credit card holder hereby accept joint and individual liability for payment of the additional card holder's credit card account.
- This means that we may recover the full amount outstanding on the additional card holder/applicant and/or the additional credit card holder.

Signature _____ Date
(primary credit card holder/applicant)

Signature _____ Date
(additional credit card applicant)

Signature _____ Date
(parent/legal guardian)
(if additional credit card applicant is under 21)

FirstCard Official Use Only

Approved Limit on Straight P
 Declined Reason
 Official's Signature _____ Date

VISA CARDHOLDER TERMS AND CONDITIONS OF USE

The Cardholder's use of the card will be governed by the terms and conditions of this Agreement as amended and published by the Bank from time to time. The Cardholder agrees with the Bank as follows:

1. **Use of Cards**
Until the expiry date on a card, only the Cardholder in whose name the card is issued and whose name is embossed thereon may use the card to obtain advances of money from the Bank, through the purchase of goods, services and/or other facilities or cash advances and for any other purpose which the Bank may permit from time to time. No authority given in terms of a Power of Attorney will entitle anyone other than the Cardholder to use the card. The Cardholder must immediately on receipt of the card sign such with a ballpoint pen in the space provided.
2. **Credit Limit**
The Cardholder will not permit indebtedness to exceed the credit limit established by the Bank from time to time. The credit limit appears on the Bank's monthly statement ("statement").
3. **Liability for Indebtedness**
The primary Cardholder together with the Cardholder is liable to the Bank for all indebtedness, including indebtedness incurred by any person authorised by such Cardholder and Indebtedness which exceeds the credit limit. The Primary Cardholder's liability to the Bank with each Cardholder shall be joint and several for all indebtedness.
4. **Payment Options**
The indebtedness shall be paid by the payment due date appearing on the statement issued in the name of the Cardholder as follows:
 - 4.1. in full;
 - 4.2. by a part payment equal to the greater of P50.00 or 10% of unpaid balance shown on the statement; or
 - 4.3. such other payment notified to primary Cardholder from time to time.

In addition, any indebtedness exceeding the credit limit will be due and payable by the Cardholder and/or the Primary Cardholder immediately.
5. **Extended Credit**
 - 5.1. **The exception to clause 4 is that the Cardholder may incur indebtedness in excess of the Cardholder's established credit limit as agreed from time to time only if:**
 - 5.1.1. the Bank's prior authorisation is obtained;
 - 5.1.2. the value of the transaction exceeds a minimum value as specified by the Bank from time to time.
 - 5.2. The Bank will stipulate the manner in which payment of such Indebtedness is to be made and should no payment be made by the payment due date appearing on the statement, the full Indebtedness will be due and payable by the Cardholder and/or the Primary Cardholder. In no way is this exception to be construed as a novation of this Agreement or preventing the Cardholder from paying the extent of the indebtedness in full or by way of a partial payment greater than that specified on the statement any time.
6. **Interest**
The Cardholder shall pay interest to the Bank on the Indebtedness, at the annual percentage rate notified to the Primary Cardholder from time to time as follows:
 - 6.1. Cash Advances: interest is charged on cash advances from and including the day it is obtained.
 - 6.2. Other indebtedness: interest is charged on all Indebtedness, i) other than cash advances from and including the day it is charged to the account, except that interest is not charged on Indebtedness, other than cash advances which appear on the statement for the first time if all Indebtedness shown on the statement is paid in full by the statement's payment due date, and no Indebtedness on the statement also appears on the previous statement; ii) the Cardholder pays less than the full amount to the Bank, the Cardholder is requesting the Bank to extend credit for which interest will be charged from the day the Indebtedness is charged to the account until all amounts outstanding are paid in full.
 - 6.3. Interest rate; interest is charged at the annual rate specified on the document which accompanies a card and as displayed on bill-boards in all branches of the Bank. The Bank may vary the rate of interest from time to time. The Cardholder will be advised of any such change by written notice or on the statement. Interest accrues daily and is calculated by multiplying the outstanding interest bearing indebtedness on any day by the effective annual rate of interest and dividing by the number of days in the year.
7. **Application of Payments**
All payments to the Bank must be made at an address as advised by the Bank from time to time. Payments to reduce indebtedness shall be applied by the Bank in the following order: interest charges; transaction fees and other charges; billed cash advanced tailed purchases; unbilled cash advances and unbilled purchases.
8. **Fees and Other Charges**
The Cardholder will pay the Bank:
 - 8.1. **A service fee in respect of the account for the card which will be both:**
 - 8.1.1. transaction fee for each cash advance charged to the account, and
 - 8.1.2. an annual account fee.
 - 8.2. An administration fee which can vary from time to time for each cheque received by the Bank in payment of the indebtedness which is subsequently dishonored.
 - 8.3. A service fee which may vary from time to time, for obtaining a cash advance at an automated teller machine. An annual Lost Card Protection fee to be charged to the account, which shall be advised to the Cardholder.
 - 8.4. A monthly premium will be charged to the account for the outstanding Balance Assurance Plan.

The above fees will be in the amount(s) described or as may be notified to the primary Cardholder or Cardholder by notice or statement from time to time as the case may be.
9. **Automated Teller Machine**
The Cardholder may use the card together with such Cardholder's personal identification number ("PIN") to execute a transaction at any of the Bank's automated teller machines, any other banking machines or terminals designated by the Bank from time to time, provided such i) Cardholder has selected such PIN subject to the security procedures regarding the issuing of such. ii) Cardholder has selected such PIN and has agreed to the procedures relative to such PIN, those procedures in addition to the terms hereof, apply to each transaction executed by such Cardholder's card together with such Cardholder's

PIN. The Cardholder must exercise all necessary precautions against loss or theft of the card or disclosure of the PIN ensuring that any record of the PIN is kept separate from the card.

10. Statement

The number of days covered by each statement will vary between twenty (20) days and thirty (30) days.

11. Purchases and Cash Advances Made Without a Card

The Cardholder or anyone authorised to use the card provides a mandate, whether such comprises a signed coupon, subscription voucher or telephone instruction or requests a cash advance, or gives the account number, to make a purchase or obtain a cash advance without presenting the card (such as mail order or telephone order purchase) the legal effect shall be the same as if the card was used by the Cardholder and a sales voucher or other document or cash advance voucher was signed by the Cardholder. The Bank shall debit the account with the amount of all card transactions and the Cardholder will be liable to pay to the Bank all the amounts so debited whether or not such a voucher or other document is signed by the Cardholder and irrespective of any rights or obligations as between the merchant and the Cardholder.

12. Ownership or Cancellation of Card

The card is not transferable and remains the Bank's property at all times. Any card may be cancelled and its privileges revoked at any time by the Bank or its agent without prior notice to the Cardholder. The Cardholder shall not use a card which has been cancelled and the card shall be surrendered upon demand to the Bank or its agent. The Cardholder shall be liable for any expense incurred by the Bank in reclaiming a cancelled card.

13. Entire Balance Due

Notwithstanding any other provision, all indebtedness shall, at the Bank's option, and without notice or demand being given, be immediately due and payable, and this Agreement may be cancelled without notice by the Bank, in the event of:

- 13.1. The death or insolvency of any Cardholder or failure by a Cardholder to pay any Indebtedness hereunder or any other obligation of the Cardholder to the Bank;
- 13.2. The institution of garnishee, attachment or execution proceedings involving any Cardholder, or Cardholder's property; or
- 13.3. A breach or default of any provision to this Agreement.

Cardholder shall be liable for all legal fees and expenses on an attorney and own client scale, including collection commission and/or auctioneers fees incurred by or on behalf of the Bank resulting from actions to recover the Indebtedness. The Bank reserves the right to set off any indebtedness against any deposit to the account of the Cardholder.

14. Cancellation or Amendment of Agreement

- 14.1. The Bank may cancel this Agreement and require immediate payment of the indebtedness, and may vary, amend or substitute this Agreement by mailing a notice or sending it in any other way to the Cardholder by electronic means or to either the postal or physical address (which address for the purposes of service of judicial process shall be the Cardholders domicilium citandi et executandi) appearing in the Bank's records, but the Cardholder shall remain liable for all Indebtedness.
- 14.2. An amendment may apply both to existing Indebtedness and to Indebtedness arising after the amendment is made. Continued use of the card by any Cardholder or maintenance of any indebtedness following the effective date mentioned in the Bank's notice shall be deemed acceptance by the Cardholder of such new provisions as of such effective date and no amendment of this Agreement or the renewal or replacement of a card will constitute a novation of this Agreement.
- 14.3. All notices to the Bank must be posted by prepaid registered post to the Bank's Card Division at PO Box 1552, Gaborone, Botswana. For the purposes of delivery or service of judicial process the Bank advises its address as being: 2nd Floor, First Place, Plot 54362, Central Business District Gaborone, Botswana, and if delivered, a receipt stating the date and time of delivery must be obtained. Should the Cardholder cancel this Agreement, notice of cancellation must be accompanied by the card, failing which cancellation will not be effective.

15. Responsibility for Service

The Bank incurs no liability to the Cardholder if any merchant denies or fails to honour the card or if there is a dispute as to the nature, quality or quantity of any goods or services acquired from the merchant if being acknowledged that no merchant is an agent of the Bank. All claims, including any right of set off by a Cardholder, and any dispute regarding any sales voucher or credit voucher, or any transaction involving a card or other use of the account, shall be settled directly between the merchant and Cardholder and shall have no effect on the Indebtedness. Any refund made by means of a credit voucher or other document issued by a merchant will be credited to the account upon its receipt by the Bank from the merchant. Until the credit voucher or other document or the value thereof is received by the Bank, the indebtedness is payable to the Bank in accordance with the provisions of this Agreement.

16. Foreign Currency

All indebtedness incurred in a foreign currency is payable in Botswana currency converted at the exchange rate charged to the Bank on conversion plus a percentage of the converted amount of the value of the foreign transaction and which percentage can vary from time to time. This rate may not be the rate in effect on the date of the transaction. The Cardholder shall comply with all exchange control regulations as stipulated from time to time, by the Bank of Botswana.

17. Errors in Statements: Copies of Documents

If the Cardholder does not notify the Bank in writing within thirty (30) days after the date of the statement of any error or omission the statement will be conclusively settled to be complete and correct except for any amount improperly credited to the account. A microfilm or other copy whether signed or not of the sales voucher, cash advance voucher, or other document, in electronic or other form, relating to a transaction involving a card or other form, relating to a transaction involving a card or other use of the account will be sufficient to establish liability.

18. Other User

Notwithstanding any other provisions contained in this Agreement, the Cardholder shall be liable for all Indebtedness resulting from the use of the card by any other person using the card with the express or implied consent of the Cardholder.

19. Card Loss or Theft

The Cardholder agrees to immediately notify the Bank if any card is lost or stolen or is used without the Cardholder's authority. Such notification may be made verbally but must be confirmed in writing within seven days. Delay in notification or written confirmation will be construed as negligence. Until notification of the loss, theft or unauthorised use of such card has been received by the Bank, the Cardholder shall be liable for:

- 19.1. All Indebtedness resulting from the loss, theft or unauthorised use of such card which has been incurred pursuant to any one or more transactions in which only such Cardholder's card is being used to execute such transaction(s) concluded before the Bank is reasonably able to act unless Cardholder has availed of Lost Card Protection and in when case the Cardholder will only be liable (or indebtedness, up until receipt of the aforesaid written notice by the Bank); and
- 19.2. Indebtedness resulting from the loss, theft or unauthorised use of such card which is incurred pursuant to any one or more transactions in which such Cardholders card and PIN mentioned in general have been used together to execute such transaction(s).

20. Credit Information

- 20.1. The Cardholder hereby authorises and consents to the Bank receiving and exchanging with other persons any financial information about the Cardholder from time to time, including the sharing and exchange of credit information concerning the Cardholder, with any credit bureau with whom the Cardholder has or may have financial dealings.
- 20.2. The Cardholder consequently indemnifies the Bank for any loss or damages arising as a result of incorrect information being processed by the Bank or any credit bureau or any other person or company with whom Cardholder has or may have financial dealings or as a result of any information provided by the Bank in respect of Cardholder's account. The Bank will, however, endeavour to ensure that all information and data are correct.

21. Certificate of Balance

A certificate signed by any manager of the Bank whose appointment need not be proved, as to the Cardholder's Indebtedness to the Bank or vice versa in respect of capital and/or interest and/or any other amount and as to any details relating to that Indebtedness or as to any other matter regarding the account of the Cardholder, the account of the Cardholder will be prima facie proof of the correctness of the contents thereof.

22. Electronic Communication

- 22.1. Any communication to be made between the Bank and Cardholder under or in connection with the facility may be made by the medium of telephone, facsimile (fax), email or other electronic means, and, unless and until the Bank is notified to the contrary, is to be deemed as an accepted form of communication by the parties.
- 22.2. Any electronic communication made between the parties will be effective only when actually received in readable form. Any electronic communication which becomes effective after 16:30 in the place of receipt will be deemed only to become effective on the following day.
- 22.3. It is hereby understood by the parties that electronic communication creates legally binding contractual obligations. The Cardholder further understands and knows of his right to opt out of the use of electronic communication. The Cardholder confirms that he will exercise his "opt out" right, in writing to the Bank by delivery of a written letter to their branch to the effect that they are desirous of not communicating electronically with the Bank electronically.
- 22.4. The Cardholder hereby waives any claim which the Cardholder may have or acquire against the Bank and indemnifies and holds the Bank harmless for any loss, damage or claim which may be sustained as a result of the Bank, receiving and/or acting upon electronic instructions which have been sent as aforesaid to the Bank and which purport to have been issued or authorised by the Cardholder. It is understood that all liability for errors, omissions or delays in transmission, or for misinterpretations on receipt, or for any loss or damage from whatsoever cause arising, or any other loss whatsoever connected with such electronic instructions shall be borne by the Cardholder and the Cardholder shall hold the Bank harmless.

23. Change in Circumstances

The Cardholder shall within seven (7) days of a demand by the Bank, pay for any increased costs incurred by the Bank as a result of i) any changes in market conditions that result in a reduction in the rate of return from the facility the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation; or compliance with any law or regulation made after the date of this Agreement. If the Bank intends to make a claim under this clause it shall notify the Borrower of the event which will cause that claim and shall provide a certificate confirming the amount of its Increased Costs.

24. Jurisdiction

- 24.1. The laws of the Republic of Botswana shall apply to this Agreement or any matter arising from it.
- 24.2. The parties hereby agree to submit any dispute which may arise herefrom to a court of competent jurisdiction.
- 24.3. The Cardholder shall be liable for any and all legal costs incurred by the Bank.
- 24.4. The Cardholder agrees that the Agreement concluded in the response to the application for the account is deemed to have been concluded at Gaborone and any breach of the Agreement is deemed to have taken place in Gaborone.

Definitions used in these terms and conditions of use

"Agreement" means this agreement as amended and published by the Bank from time to time.

"Card" means any appropriate VISA Card and any renewals or replacements issued by the Bank and embossed in the name of Cardholder.

"Cardholder" means the primary Cardholder and each person, as the case may be, nominated by the primary Cardholder as an authorised user ("authorised user").

"Indebtedness" means the purchase price of goods, services and/or other facilities, the total value of cash advances, service or transaction fees and on other amounts in respect of which the card is used together with interest.

"Primarily Cardholder" means the person in whose name First National Bank of Botswana Limited ("Bank") has opened an appropriate VISA account ("account").