



FNB ISLAMIC CURRENT ACCOUNTS TERMS & CONDITIONS

This important legal document sets out the terms & conditions that apply to all customers that have FNB Islamic current accounts with FNB. This is an agreement between the account holder ("the customer") and any account user, and FNB Islamic Banking ("FNB"), which is a business unit of FNB. In these terms and conditions "you" or "your" refers to the customer and/or the account user, as the context requires.

These terms and conditions explain yours and FNB's legal rights and duties to each other. You must read these terms & conditions carefully. You must contact FNB or get advice if you don't understand any part of these terms and conditions. If you use the account, FNB can assume you have accepted this agreement.

These terms & conditions are governed by Shari'ah on the Qardh principle. "Qardh" refers to a loan where repayment is equal to the initial amount advanced with no profit or increase. "Shari'ah" means the set of rules derived from the Qur'an and authentic Traditions (Sunnah) of the Prophet Muhammad (PBUH) and scholarly opinions based on the Qur'an and Sunnah.

1. PROFIT SHARE

You will not earn profits on this account. You will be repaid the amount deposited into the account less any fees that apply to your account.

2. REPRESENTATIVES (PERSONS ACTING ON YOUR BEHALF)

Only your authorised representatives may act on your behalf. You must inform FNB from time to time using the forms or process FNB requires about which person(s) are authorised to represent you and what authority they will have. You alone are responsible for deciding and checking the powers given to your authorised representatives. You must give FNB correct and up to date information about your authorised representatives. FNB can require the authorised representatives to verify information provided by you. Until FNB receives all the necessary documents or instructions regarding authorised representatives FNB will act according to the last recorded instructions you gave FNB. If FNB receives conflicting instructions from any person appointed as an administrator or in any representative capacity it can at its 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 at the time the instruction was given. You must ensure that your administrators and representatives do not give FNB conflicting instructions. FNB may act on all instructions from your authorised representatives and debit their transactions to your account. You are legally responsible for all authorised and unauthorised transactions of your representatives and for all their actions and/or omissions. FNB will not be liable for any action, loss or fraud committed by any representative. FNB will also not be liable if any representative acts outside of its mandate from you. You will ratify any such acts committed by your representatives and agree to indemnify FNB 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 representatives 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 or knowledge of another person is not required. You understand the risks associated with allowing persons to access account information or transact on your accounts using their 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 your accounts, including placing limits on accounts, requiring approvals of transactions and/or requiring notifications to go to senior persons other than those who transact. FNB will, however, not be liable for any delays in payment or transfer of funds because of restrictions that apply to your authorised representatives' powers, whether these were imposed by you or any other person or body, a court or the law, or by FNB for security or risk management purposes. If an account is closed the representatives' access rights will automatically end for that account. This will not affect a representative's rights on remaining accounts and/or banking channels. FNB may restrict any person's authority without notice if FNB has the need to do this but will not extend (increase) any person's authority without your prior consent.

4. MINIMUM BALANCE AND OVERDRAFT FACILITY

You may withdraw funds from your account at any time, so long as the minimum balance, as advised from time to time, is kept in the account to keep the account active. There are no overdraft facilities on the account.

5. AVAILABILITY OF FUNDS

You may only instruct FNB to carry out payment instructions (such as debit orders; scheduled payments; or debit card purchases) if you have sufficient funds in your transactional account. 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 transactional account when the merchant successfully banks transaction with its bank. Until this happens it is your responsibility to monitor your transactional account, and not to use those reserved funds. Take note that the available balance in your transactional account does not include the funds available in linked accounts like the FNB Islamic 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 transactional account. We will not carry out payment instructions if there is no available balance or insufficient funds in the transactional account. However, if we for whatever reason carry out your payment instructions if there is no available balance or insufficient funds in the transactional account, 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 overdrawn amount on your transactional



account is immediately due and payable and, without any further notice. We may also take immediate steps to recover the overdrawn amount including but not limited to exercising our right of set off.

6. PAYMENTS (Turnaround times and errors)

Unless you request a special service to speed up a payment you must allow for at least 2 (two) business days for an EFT (electronic funds transfer) payment to reach the account of the person you are paying ("beneficiary"). Please note that some beneficiaries may have special processing requirements that may delay the payment process further.

FNB will not be legally responsible to you for any loss or damage because of any errors or omissions on your part when creating payment instructions. FNB does not check the bank account details or identity of beneficiaries. FNB are not responsible for any loss or damage because of system, technical or manual failures outside of FNBs control. FNB will not reverse any payment instruction after it has been processed. FNB may (if possible) attempt to reverse an instruction, provided the recipient account is held with FNB and the recipient gives FNB its explicit consent to do so. Certain instructions cannot be reversed or cancelled, including pre-paid purchases. If a recipient account is held with another institution, FNBs role is simply to pass on your instruction.

FNB will not be legally responsible for any act or omission on the part of such institution. FNB will not accept an instruction to stop the payment of a validly drawn instrument after it is presented for payment.

This paragraph applies to any promissory note, bill of exchange or other negotiable instruments ("instruments"). If an instrument is deposited into your account or given to FNB to settle an obligation to you, FNB will credit your account before the instrument is cleared. By crediting your account FNB does not warrant that the instrument will be paid. FNB 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 FNB to process it as a special clearance or for special presentation. In such case FNB will, for a fee, only credit the value of the instrument to the account after payment is confirmed. FNB is not responsible for your errors or omissions or that of any depositor or for ensuring you have lawful title to the instrument. FNB can use any clearing system used by clearing banks. While FNB takes 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 FNB will debit your account accordingly.

7. BREACH

You will be legally responsible for the value of transactions made by you or account users, plus fees and charges on such transactions. All transactions, fees and charges will be shown on the statement, ATM mini statement of the account or on a transaction record on FNBs banking channels. FNB has the right to demand immediate payment from you of any amount overdrawn. "Overdrawn" means you have exceeded the available balance of your account. You will be in breach if you do not pay this outstanding amount or make appropriate arrangements with FNB and FNB will have the right to take legal action against you, without further notice, to recover what you owe FNB.

8. TERMINATION

FNB may close the account and cancel this agreement if the balance falls below any required minimum balance or otherwise at any time after a reasonable notice period has passed. You may terminate the agreement by notifying FNB in writing. All transactions/instructions submitted before termination will be carried out by FNB. FNB is entitled to keep sufficient funds in the accounts to provide for amounts that may become due after termination. Once all pending transactions have been processed you may withdraw the remaining capital from the account. Any amount you owe FNB will remain due and payable on account closure. Your account will be regarded as dormant if there is no activity on the account for a specific period of time. Consult a branch for dormancy periods applicable to your account. FNB may close dormant accounts. If this happens you may claim any funds in that account within sixty years from the date of the last transaction on the account. If the account balance is in debit and FNB has not recovered the amount owing after a period of time considered by FNB to render the account overdue, the bank may at its discretion write-off the amount involved and/or record the debt against your name of with any credit bureau or similar agency after the necessary notice has been given to you. Any cards must be returned to FNB if the account is closed.

9. NOTIFICATION SERVICES

Notification Terms & Conditions apply. Visit any FNB branch or FNB Botswana website for more information. Please note that you must query any unauthorised transactions on your account within 24 hours from the time the inContact message was sent to you. If you don't do this, you may be responsible for that transaction.

10. YOU ALONE CARRY THE RISK OF SENDING INSTRUCTIONS TO FNB USING EMAIL, TELEPHONE:

You may request that FNB accept instructions from you by email and/or telephone. You hereby confirm and understand that FNB will do so on the following basis. FNB will not verify (check) that instructions were actually sent by you or your representatives using any of these indirect communication methods. FNB 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 FNB's other secure non-face to face banking channels like online, app, 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 FNB. You agree to accept these risks. FNB 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 FNB for any loss or damage you suffer



because of this. You indemnify and hold FNB harmless, against any claim against FNB for any loss or damage that it or any other person suffers because you chose to use these indirect communication methods. You understand that FNB will not be liable to it or its representatives for any loss or damage that it or they suffer because you chose to use these indirect communication methods. You will be legally liable to FNB or any party for any loss or damage FNB may suffer because of your decision to use these indirect communication methods. Your representatives are solely responsible for making sure that FNB received an instruction. FNB will only be deemed to have received an instruction once it has actually confirmed receipt in writing. You will be liable if an instruction is sent more than once. FNB is also not liable for any errors, omissions or delays in transmission of any communication.

11. ISLAMIC SAVINGS ACCOUNT RULES

- For purposes of these rules the words, “FNB” or “the bank” only refers to FNB Islamic Banking and “you” or “your” refers to the account holder.
- “Mudarabah funds” refer to the capital amount in your account.
- “Profit share” means the share of the profits you earn when FNB invests the Mudarabah funds in Shari’ah-compliant assets based on these term and conditions.
- “Shari’ah means the set of rules derived from the Holy Qur’an and authentic Traditions (Sunnah) of the Prophet Muhammad (PBUH) and the scholarly opinions based on the Qur’an and Sunnah.
- How your Mudarabah works:
 1. Your account will operate according to the Unrestricted Mudarabah structure which means you will participate in profit share on these conditions:
 - 1.1 You must provide the Mudarabah funds.
 - 1.2 “You allow for your funds to be included in the FNB Islamic Banking pool of funds for the purpose of investment.
 - 1.3 FNB, as the Mudarib manager, will provide the management and expertise and will invest the Mudarabah funds in Shari’ah compliant assets at its discretion. FNB will act in accordance with the approval of the FirstRand Islamic Financial Services (FRIFS) Shari’ah Advisory Committee.
 - 1.4 If FNB makes a profit from its trading activities, You and FNB will share in that profit according to the profit-sharing methodology explained in these terms and conditions.
- FNB can change the required balances, minimum deposits and/or fees that apply to savings and investment accounts from time to time. FNB will notify you regarding any of these changes if it does this by publication of the changes in the media.
- You must get independent tax advice from a suitably qualified tax expert so you can understand and plan for the taxes you will pay on the income you earn from your investment. You can request income tax certificates showing the profit you have earned on the account. FNB will make available this certificate to you on one of its platforms.
- FNB will determine the profit share percentage that will be used to calculate profit on your investment. You will only earn profit if the funds in your account are more than the minimum balance you must deposit and/or keep in your account. The profit share percentage quoted is an indication of what profit you may earn for the term of your investment.
- Any receipt issued on the opening of the account is not transferable or negotiable. You may not pledge or cede (transfer) your rights arising from your savings or investment as security for loans without our prior written consent. FNB will only consider cessions or pledges to registered South African Banks.
- You authorise FNB to honour (pay) all promissory notes, bills of exchange or other negotiable instruments (“instruments”) that appear to have been drawn, made or accepted and signed by you. You must take reasonable care when writing out instruments. This includes taking precautions to prevent instruments from being stolen or changed.
- FNB is entitled to close your account if the balance falls below the required minimum balance and/or if the account remains inactive or dormant for a period of more than two years. Upon account closure the credit balance on your account will be transferred to a suspense account (non-Mudaraba) held with FNB for safekeeping of the funds. You retain the right to these unclaimed funds from the day the account became dormant provided that you complete the necessary forms provided to you by FNB, and you can prove your claim.
- Profit share:
 - If FNB makes a profit through our Shari’ah-compliant trading activities with the Mudarabah funds, FNB will share this profit with you according to the profit share split, 60 (Sixty) percent to FNB Islamic Bank and 40 (Forty) percent the depositor.
 - Your profit share on your Islamic Savings account is calculated and paid out monthly.
 - You are entitled to a share of profit if your account is active and in good standing when FNB makes the distribution.
 - Profit is allocated to individual depositors on the basis of a weighting system, taking into account the value of the deposit and its duration. Profit weightings have been defined as follows:

Account type	Savings/Call Account/up to 6 Days	48 Hour Notice/ Maximiser	Fixed term 7-31 days	Fixed term 32-92 days	Fixed term 93-184 days	Fixed term 185-270 day	Fixed term 271-366 days	Fixed term 367-715 days	Fixed term 716-1080 days	Fixed term 1081-1440 days	Fixed term 1441-1825 days	Fixed term 1850+ days
Weighting	3	4	5	48	55	56	58	63	66	69	72	75



- FNB may, at its discretion, on the basis of *Hibah* (gift) allocate an amount of its own profit to you, which amount will be paid in to your account together with your share of the profit.
 - If FNB has received any income on your account in conflict with Shari'ah, as confirmed by the Shari'ah Advisory Committee, you authorise FNB to dispose of any involuntary non-permissible income credited to your account. You agree that FNB can donate that income to any charitable organisation(s) of its choice without notifying you.
 - FNB can at its discretion subject to the approval of the Shari'ah Advisory Committee, re-structure the profit-sharing methodology, FNB will provide you with prior notice. FNB will use a fair profit-sharing methodology and will apply this method consistently amongst all customers who hold active Shari'ah compliant accounts.
- Sharing in Losses:
 - You will not earn any profit share on your account if no profit was made on the Mudarabah funds during the investment term.
 - If no Shari'ah compliant assets are available to invest in, no profit share will be generated for that period.
 - FNB does not guarantee that you will receive any profit share.
 - You may carry any losses if the Mudarabah fund suffers a loss. Losses will however, always be limited to the amount of the Mudarabah funds that you deposited with FNB.
 - FNB does not guarantee that you will recover the capital that you invested in the Mudarabah fund
 - In the event that your account is closed prior to any residual profit due to you being allocated to your account, and where such profit is less than P100 (Hundred Pula), you agree to commit such amounts to charitable cause/s approved by the Shari'ah Advisory Committee.
- Dormant Accounts and unclaimed funds

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.

 1. 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.
 2. We will charge a monthly fee on your account during the time it is deemed inactive or dormant
 3. 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 profit on a credit balance (if applicable)
 4. You have the right to claim any credit balance in your dormant 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
 - Other conditions relating to closure of your account
 1. You remain liable to FNB for any amounts you owed FNB at the time you closed your account up to the date your account was closed.
 2. If your account has been used to commit any fraud or FNB is compelled to do so by law, FNB may close your account or refuse you access to your account without prior notification to you

What do you need to qualify for an Islamic Savings Account?	<p>The Islamic Savings Account is not a standalone account and is linked to your FNB Islamic Primary Transactional Account. If your Islamic Primary Transactional Account is closed, your Islamic Savings Account will also be closed or changed to a product with similar functionality at a profit rate applicable to that Product. If there is any money in your Islamic Savings Account, this will first be transferred to your linked Islamic Primary Transactional Account before FNB closes the Islamic Primary Transactional Account.</p> <p>You will be able to have multiple Islamic Savings Accounts Linked to your Primary Islamic Transactional Account. The first Islamic Savings Account opening will be your Primary Linked Islamic Savings Account.</p>
Your account may not fall below this balance; if it does you will not earn profit.	P1 (one Pula)
What is the minimum balance for your account to remain active?	You are required to maintain a minimum account balance of P1 (One Pula) for your account to remain active. Should your account fall below this minimum balance and you do not make any deposits (this does not include Bank Your Change) for a period of 3 months and longer, your account status will be changed to inactive.



<p>What Profit Share will you be eligible to earn, how and when is it calculated and paid?</p>	<p>You will be eligible to earn profit in accordance with the profit-sharing methodology agreed between you and the bank. FNB will calculate the profit you are eligible for on the daily balance in your Islamic Savings Account and will pay any profit earned into this account every month.</p>
<p>Can you deposit money into the account at any time?</p>	<p>The types of transactions allowed on an Islamic Savings Account are limited. You will only be allowed to do transfers (ad-hoc or scheduled) from your Islamic Primary Transactional Account into your Islamic Savings Account. Please note that transferring funds between your Islamic Primary Transactional Account and Islamic Savings Account can take up to 2 (two) business days to reflect. You cannot deposit cash directly into your Islamic Savings Account.</p>
<p>When can you withdraw money from the account?</p>	<p>You can withdraw from your Islamic Savings Account at any time by transferring funds to your Islamic Primary Transactional Account from your Islamic Savings Account. You cannot make payments or withdraw cash from your Islamic Savings Account. The Islamic Savings Account may not be overdrawn. You may not transfer more funds to your Islamic Primary Transactional Account than you have available in the Islamic Savings Account.</p>
<p>Fees you must pay us</p>	<p>There are no fees applicable on this account</p>
<p>How does Bank Your Change® work?</p>	<p>If you have signed up for FNB Bank Your Change®, you will automatically be defaulted to a Top Up of P2 (Two Pula). This means that FNB will round up the amount charged on each successful point of sale transaction swipe you perform on your Debit Card to the nearest rand and an additional P2 top up will then be added to the rounded-up amount. The total amount will then be transferred to your Linked Islamic Savings account on a weekly basis.</p> <p>FNB will check the available balance on your linked FNB Transactional Account every week if there are enough funds for the Bank Your Change® swipes coming from your Current Account and Credit Card transfers to be processed, (i.e. the total Bank Your Change® amount must be equal to or less than the available balance in your bank account).</p> <p>If the amount is available, the Bank Your Change® amount for both your Current Account and Credit Card will be transferred to your Linked Islamic Savings Account. If the amount is not available, the transfer will not be processed and will not be carried over to the next week or any other time when the funds are available. The savings amount will only earn profit once it has been transferred into your Linked Islamic Savings Account.</p>
<p>What do you need to qualify for Bank Your Change®?</p>	<p>You are required to hold an FNB Islamic Primary Transactional Account. Bank Your Change® will automatically be closed if your FNB Islamic Primary Transactional Account is not in good standing. Good standing means that your FNB Islamic Primary Transactional Account and Credit Card (where applicable) is not overdrawn, in arrears, in default, or subject to any legal process with FNB. Legal process means any legal proceedings in any court of law involving you and FNB. Legal process includes, but is not limited to collection, liquidation, and sequestration proceedings. Legal process does not include debt reviews allowed under S86 of the National Credit Act 2005. You may reapply for Bank Your Change® when your FNB Islamic Primary Transactional Account returns to good standing.</p>

- If your Islamic Current Account is to be closed, any money in your Islamic Savings Account must be transferred to your Current Account and drawn out of your Current Account before it is finally closed.

12. IMPLICATIONS OF BUSINESS RESCUE

If any steps are taken to commence business rescue proceedings for a commercial or business customer, or anyone providing any security for the debts of a commercial or business customer to FNB, any outstanding balance that that commercial or business customer owes FNB will immediately become due and payable to FNB, and that customer will not be allowed to transact on any of its accounts and all amounts shown as a credit in the customer's accounts will be frozen. Business rescue proceedings mean any re-organisation, liquidation, judicial management or sequestration proceedings.



13. GOVERNING LAW

The law of the Republic of Botswana governs this agreement and all disputes, actions and other matters about this agreement will be determined according to this law, with due consideration of Shari'ah. In the case of conflict, if it is a banking issue, then the South African Governing Law will prevail, but if it relates to any other issue, Shari'ah will prevail.

All agreements for Islamic Banking products have been approved by FirstRand Islamic Financial Services Shari'ah Advisory Committee. FNB relies on the interpretation as made by the Shari'ah Advisory Committee. While FNB will at all times take all reasonable steps to ensure that FNB Islamic Banking products comply with the requirements as determined by the Shari'ah Advisory Committee, you are alone responsible for taking all necessary steps to satisfy yourself that FNB Islamic products meet your Shari'ah requirements.

This agreement must be read in conjunction with the FNB General Terms and Conditions and the FNB Savings and Cash Investments Account General Terms and Conditions, General Rules for FNB Transactional Bank Accounts, the General Rules that apply to all FNB Debit Cards, and the Remote Banking Agreement, should you and/or the Account Holder make use of FNB's electronic channels as well as other relevant product rules. These terms, conditions and rules will also apply to you, except the clauses that make any reference to 'interest' or 'overdraft'.



FNB GENERAL TERMS AND CONDITIONS

1. THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT

Important Definitions:

- The words “you” or “your” means the solution holder and any person the solution holder allows to operate on the solution.
- *The words “us”, “our”, “we” or “the bank” only refers to First National Bank a division of FirstRand Bank Limited (FNB), unless indicated otherwise or clear in the context that another entity is referred to.*
- *The word “solution” refers to any banking, insurance, investment, telecommunications or other products, goods, services, benefits, policies and rewards you select with the FirstRand group of companies.*
- The word “rules” refers to the terms and conditions applicable to each solution.
- *The word “interface” means the ways in which you can access the FirstRand group of companies’ platform like FNB App, ADT, ATM, Online banking, Cell phone banking.*
- *The word “platform” means any access method that a platform user can use to interact with any entity in the FirstRand group of companies. This can be managed through any existing interface, like the banking app or via a website, or any future access method created.*
- These terms and conditions will apply to you if you have any solutions with FNB.
- You can do your banking or get information about your solutions using our platform via different assisted and unassisted interfaces (like the FNB App or a bank branch). We may also provide you with payment mechanisms like a debit, credit or petrol/petro card so you can transact on your solutions. From time to time we may also make other solutions available to you. All the above solutions, the platform and interfaces are governed by their own rules. These rules will also apply to you if you use these solutions. To fully understand the rights and duties that apply to this relationship, you must read these terms and conditions together with those rules. You must contact us if you don’t understand any part of the rules.
- If there is a difference between these terms and conditions and the rules, the rules will apply.
- We can change these terms and conditions or any of the rules at any time as allowed by law. We will notify you about any important changes to these terms and conditions or the rules before we make the change. Unless you dispute the change before the date the change applies, we can assume that you agreed to the change.

2. FEES YOU MUST PAY US

- In return for providing you with solutions you must pay our fees as set out in the rules and in FNB’s latest Pricing Guide. (A copy is available on our website or from any bank branch.)
- Unless we say otherwise all fees are non-refundable.
- We may change our fees from time to time. We will advise you of this by giving you notice of the change within a reasonable time before the change takes effect.

3. WHEN AND HOW WE WILL SEND YOU STATEMENTS

- We will give you a statement by making it available on our platform and it may be accessed for free by using one or more of the following interfaces: Online, FNB App, ADT, ATM, Cell phone banking or at any bank branch. You may ask for extra statements, for which you may be charged.
- Your statement will show all the transactions on your solution for the period written on the statement. Transactions carried out, but not yet paid or deducted from your solution will not appear on your statement.

4. YOU MUST CHECK YOUR STATEMENT CAREFULLY AND REPORT ANY MISTAKES

- You must check each entry on your statement carefully as soon as you get your statement.
- You must report any mistakes or transactions done without your permission to us within 30 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.



▪ **IMPORTANT:** We will not be responsible for any loss or damage you suffer because you didn't report errors or unauthorised transactions on time. If you receive inContact notifications, you must report any unauthorised transactions to us immediately to prevent further unauthorised transactions. If you don't do this, we can hold you responsible for those transactions.

5. HOW WE TREAT YOUR PERSONAL INFORMATION

- Your personal information (which, for the purposes of this clause, includes special personal information) will be held by us. The Bank may transfer your personal information to its affiliates in order to fulfil its obligations in terms of this agreement
- By utilising any 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 to which we are affiliated 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 clause, 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.

6. ADDRESSES FOR SENDING CORRESPONDENCE AND LEGAL NOTICES

- We may communicate with you using any means. We may choose the communication method.
- We will send any communications to the contact details we have on record for you. We may also communicate with you using our platform interfaces like our App or by means of a publication/advertisement in the media.
- Legal documents and notices that we serve or deliver, will be served at your physical address/employment address/mortgaged property address/last street address we have on record for you and / or your last known e-mail address or cell phone number as recorded on our system or the last known details we have obtained. This is your chosen service address for legal documents and notices.
- You must send us any legal notices or summonses to the following address, which we choose as our domicilium: FNB Legal, 4th Floor, First Place, Central Business District, Gaborone.
- You must immediately tell us if any of your contact details change.
- You can do this on our platform by making use of our unassisted and assisted interfaces like visiting any bank branch or by calling our call centre. (If you change your street address, you must give us proof of your new address.) It may take up to 15 days for the change to reflect on our systems.
- We may need to update your records, you agree that we may get your contact details from other companies in the FirstRand group of companies.
- Any correspondence we send to you will be considered to be delivered to you:

If delivered by hand during business hours (between 8h00 and 17h00) – on the date it was delivered.

- If posted by registered mail – at 10h00 on the fourth day after the post office issued the registration receipt.
- If posted by ordinary mail – at 10h00 on the fourth day after the document is posted.
- If sent by e-mail – on the date on which the document was e-mailed.
- If sent by SMS or MMS – on the date on which the document was sent.
- If sent by printable webpage - on the date the page is displayed.
- If instant message push or messaging via platform – on the date of transmission.



▪ Any notices or correspondence we make available on our website, App, our ATM network, our bank branches or in the media will be considered to have been received by you on the date it was published.

7. JURISDICTION AND COSTS

- We can take legal action in a Magistrates' Court that has jurisdiction. When applicable, we may also take legal action in the High Court or any other court with jurisdiction.
- You agree that we may levy these fees, costs and charges to your solution and that it will form part of the outstanding balance.
- We will levy reasonable fees, costs and charges (which include, but are not limited to, legal costs to issue and serve summons, obtain judgment, issue warrants/ writs, effect attachment and arrange a sale in execution, disbursements and sheriff's fees); if we have demanded such cost from you and you agreed to the cost, the cost is taxed or the cost is determined by the court.
- Notwithstanding the aforesaid, these fees, costs and charges remain due, owing and payable by you until settled in full.

8. IF YOU APPOINT OTHER PERSONS TO USE YOUR SOLUTIONS YOU ARE RESPONSIBLE FOR THEIR ACTIONS

- If you complete the necessary form, we will allow another person to use your solution. We refer to these persons as account users.
- You will be responsible for all debts account users incur including our fees and charges, any overdrawn amounts You will be responsible for anything they do or fail to do.
- There is risk involved in giving another person access to your solution. You must consider if restrictions or limits must apply.
- You must provide correct and up to date information about the account users. You alone are responsible for deciding and checking what rights must be given to account users.
- You can cancel an account user's rights at any time by completing the required forms. You will be liable for all transactions they made before you did this, including any future dated payments.
- The rights you gave to any account user come to an end when you advise us to terminate their authority via our platform interfaces or where the law requires it, such as on your death or if you become legally incompetent.

10. GENERAL

▪ **At certain times, FNB may be prevented from providing solutions to you or its customers or fulfilling its obligations to you because of things or events that are outside of its control. This includes, but is not limited to, involuntary interruptions outside of our control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes, epidemics. In such cases we will not be responsible for any failure to perform any of its obligations to you or its customers or any person, and its obligations will be suspended, for as long as such interruptions continue. The bank may at its discretion give you prior notice of interruptions and changes, but it has no duty to do so. Without limiting the clauses before, the bank will not be legally responsible to you, any customer or person for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, whether brought by an individual or any entity, because of any service interruptions that were beyond our reasonable control.**

▪ **TAKE NOTE:** The FirstRand group of companies endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. We are also required to manage our risk exposure, including reputational risk, in a responsible manner. Because of this, the FirstRand group of companies can do any of the following things if it considers it is necessary to do so, or if Botswana and international laws, rules, regulations, restrictions and policies (the law) require it to do so:

- We may check and confirm the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. We will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
- We can refuse to do business with any person or entity that we consider to be undesirable and outside of our risk appetite.
- We will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.



- We can terminate our relationship with you if we are compelled to do so by law or if we have reason to believe that a continued relationship will expose us to reputational or business risk.
- You may also terminate your relationship with us, or your applicable solution (subject to the rules applicable to the solution).
- We can monitor any transactions and instructions.
- We can request further information before acting on any instruction or transaction. We can verify any transaction or instruction or recipient before processing it. This may result in a delay in us carrying out the instruction or transaction.
- We can refuse to carry out any instruction or transaction.
- We can place a hold on any account, facility or solution.

You agree to assist us to comply with the law by providing us with all the information and documents we require. If you fail to do so or provide false information, we can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also terminate our relationship with you. **TAKE NOTE: We will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if we do any of the things mentioned above, or anything else necessary to comply with the law.**

IMPORTANT: You consent and agree that the the Bank may share and obtain your personal information with law enforcement agencies for the purposes of financial crime detection, prevention and prosecution or if we reasonably believe that you have provided any false and / or misleading information and / or documents to us.

- You must tell us immediately if you are placed under an administration order or debt review or are sequestered.
- You must tell us immediately if you are placed under business rescue, administration or are liquidated.
- If your estate is provisionally or finally sequestered or if you pass away, or become legally incompetent, the full amount you owe us will be payable and access to the money in your solutions will be restricted.
- If you are liquidated, the full amount you owe us will be payable and access to the money in your solutions will be restricted.
- If we need to take legal action against you, one of our managers (who do not need to prove her appointment) will produce a certificate, which shows the amount you owe us. If you don't agree with this certificate, you will have to prove that it is wrong.
- In the case of fraud, suspected fraud, or where the law forces us, we can freeze or close your solutions, or we can refuse to carry out any instruction or transaction without notice to you.
- If there is a dispute about any matter or record, our records (certified as correct by any FNB manager whose authority need not be proved) will serve as *prima facie* proof. This means it will be treated as correct unless you can prove it is not.
- Unless we agree to this, you may not cede (transfer) or pledge (promise) any of your rights or delegate (transfer) any of your duties under agreements with us.
- While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that these terms and conditions have been changed or that it no longer applies to you. We can still insist on the strict application of any or all our rights at a later stage.
- Every clause of these terms and conditions and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of these terms and conditions are invalid. The rest of these terms and conditions and rules will still apply.
- The headings in clauses in these terms and conditions and rules are included for your reference only and must be not be used to interpret these terms and conditions or rules.
- Unless it is clear from the context, in the rules and these terms and conditions a reference to the singular includes the plural and vice versa.
- The words "including or include" must be read as "including, but not limited to".
- For purposes of interpreting these terms and conditions or any rules any reference to FNB includes its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.
- We may end these terms and conditions at any time by giving you reasonable notice of this.
- We can change the terms and conditions that apply to you and the way you access solutions we provide. We can also add new rules, solutions or stop existing solutions at any time.
- No changes to these terms and conditions or any rules and no waiver (giving up) of any of our rights will be binding on us unless it is recorded in writing and signed or issued by our authorised representatives.



▪ If the law allows, we have the right, without notice to you, to combine any or all solutions that you may have with us and to set off any amount that you owe us against any amount you have in any of your solutions. However, we reserve the right to combine only some of your solutions and then we will be entitled to claim from you any amount for a solution that has not been combined.

▪ Unless we say otherwise Botswana law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.