

FIRSTRAND BANK LIMITED CARD SCHEME

Agreement between the Bank, the Business and the Cardholder

FirstRand Bank Limited is a registered Bank, registration number 1929/001225/06. This agreement sets out the terms and conditions of the Bank's credit card scheme and the rights and obligations of the business, the cardholder and the Bank.

When the cardholder uses the card, this will be taken as the acceptance by the business and the cardholder of the terms and conditions set out in this agreement.

Sections in this Agreement

Section A: Card Conditions of Use

Section B: Account Finance Charges and Fees

Section C: The eBucks rewards programme

Section D: Value-add services

Section A: Card Conditions of Use

1. Issue of the card

- 1.1 The issue of the card is subject to the terms and conditions of our card scheme as published by us from time to time.
- 1.2 The card remains our property always and the business must return it to us immediately on our request.
- 1.3 The credit cards are Visa-branded cards, issued by us under licence of Visa.

2. Use of the Card

2.1 General obligations when using the card.

- 2.1.1 Only the cardholder may use the card. The business and the cardholder must ensure that no one else uses the card.
- 2.1.2 When the cardholder receives the card, he/she must sign the back of the card in ink immediately.
- 2.1.3 When the card is issued to the cardholder, the cardholder may be given a PIN, which the cardholder may change at his/her discretion at any FNB ATM.
- 2.1.4 When a card has been reissued to the cardholder, the PIN (if issued) the cardholder used for his/her previous card will still be valid. The cardholder may change this PIN at any FNB ATM.
- 2.1.5 The cardholder must keep the card safe and the PIN (if issued) secret and separate from the card.
- 2.1.6 The PIN will enable the cardholder to draw cash, transfer funds, make local deposits, make purchases (if required by the merchant) and otherwise operate the card at ATMs.
- 2.1.7 The cardholder must only use the card during the period stated on the front of the card, unless it is cancelled before the expiry date in terms of Clause 11. After this period the card will be invalid.
- 2.1.8 The business and the cardholder must not use the card for any illegal transactions. It is the responsibility of the business and the cardholder to determine that a transaction is lawful before the cardholder uses the card.
- 2.1.9 When the card is used to buy goods or services from a merchant, the cardholder must sign a transaction voucher and/or apply his/her PIN, as required by the merchant.

2.1.10 The cardholder must sign a cash withdrawal voucher when using the credit card to draw cash other than from an ATM.

2.1.11 If the transaction takes place by mail order, telephone order or other access channel the cardholder will be asked for certain card related information before he/she may use these channels to transact.

2.2 Credit Card

2.2.1 The cardholder may purchase goods and services with the credit card at merchants that accept Visa or Visa Electron branded credit cards (as applicable depending on the card type).

2.2.2 The cardholder may not use the credit card for fuel and fuel-related purchases in South Africa.

2.2.3 The Visa Electron credit card is for electronic use only, which means that it can be used at an electronic point of sale device and at an ATM.

2.2.4 If the cardholder uses the credit card outside the Common Monetary Area, the business and the cardholder must comply with applicable Exchange Control Regulations.

2.2.5 We must report transactions that occur outside the Common Monetary Area to the South African Reserve Bank.

2.2.6 Any transaction or payment in a currency other than South African Rand ("Rand") will be converted to Rand at Visa's prevailing rate of exchange on the date of posting the transaction to the cardholder account. The transaction will appear on the business control account statement in Rand.

2.2.7 Use of the card to access and transact over our other delivery channels like electronic banking is subject to the terms and conditions of such other channels.

2.3 Petro Card

2.3.1 The Petro Card Account will be linked to a control account in the name of the business.

2.3.2 The cardholder may use the Petro Card, at selected merchants, to purchase fuel and fuel-related products (including petrol, diesel, oil, additives and lubricants) and motor vehicle spares, parts and accessories.

2.3.3 The cardholder may also use the Petro Card to pay for motor vehicle repairs, vehicle maintenance services and toll fees.

2.3.4 The cardholder may only use the Petro Card in the Common Monetary Area.

2.4 Lodge Card

- 2.4.1 The Lodge Card is issued for use by the business at its nominated agent only and must remain lodged with the agent.
- 2.4.2 The Lodge Card may only be used for the specified purpose as stated in the application for this card.
- 2.4.3 It is the responsibility of the business to ensure that the Lodge Card remains lodged with the agent and that the card is used for the intended purpose, as agreed between the business and the agent.
- 2.4.4 **Lost Card Protection is not available on the Lodge Card and the business will be held responsible for any unauthorised transactions, which take place on the Lodge Card.**
- 2.4.5 The business acknowledges that the nominated agent is not our agent.
- 2.4.6 The business must provide the agent with a written mandate, in the form prescribed by us (the "Lodge Card Agreement" is available from our Card Division), which will entitle the agent or any of its employees to transact on the card on behalf of the business.

2.5 Aviation Card

- 2.5.1 The Aviation Card is a Visa credit card. We recommend that the card only be used to purchase aviation fuel, oils and lubricants and other goods and services related to the operation and maintenance of an aircraft.
- 2.5.2 The Aviation Card may be used for a specific aircraft, in which case the aircraft's registration details will be embossed on the card. Alternatively, the card may be used for any aircraft as advised by the business in the application for the card.
- 2.5.3 The Aviation Card may only be used by:
- The pilot whose signature appears on the reverse thereof, or
 - Any person nominated by the business from time to time, provided the card is embossed with the words "*Any Pilot*".

2.6 General information

2.6.1 We will not be liable:

- If a merchant refuses to accept or honour the card, or
- If we do not authorise a transaction as it is our decision to authorise a transaction.

3. Unauthorised use of the card

3.1 The business and the cardholder must take all reasonable steps to prevent any unauthorised use of the card and PIN (if a PIN has been issued).

3.2 The business or the cardholder must notify our Card Division immediately by contacting the Lost Card number shown on the business' monthly control account statement, if either the business or the cardholder discover that the card has been lost or stolen or an ATM has not returned the card or the card details or PIN have been compromised.

3.3 Lost Card Protection (LCP) is included in the annual card fee and will protect the business and the cardholder against unauthorised and fraudulent use of the card, except for PIN-based transactions, if the card is lost or stolen.

3.4 Provided the business or the cardholder is not negligent in safeguarding the card or in reporting the card lost or stolen, they will not be liable for unauthorised and fraudulent transactions that occur on the card as a result of the loss or theft, except for PIN based transactions.

3.5 If either the business or the cardholder is negligent in reporting the card lost or stolen or in safeguarding the card, they will not be covered under LCP and will be responsible for all unauthorised and fraudulent use of the card.

3.6 Any delay in reporting the card lost or stolen, will be regarded as negligence and the business or the cardholder will have to prove to us that they were not negligent.

3.7 Any unauthorised transaction made using the card and PIN will not be covered by us and will be the sole responsibility of the business and the cardholder.

4. System Malfunctions

4.1 We are not liable for any loss suffered by the business and/or the cardholder arising from any malfunction, failure or delay in any ATM, electronic point of sale device, access channel or shared networks.

5. Authority to debit the cardholder account

5.1 Each time the cardholder uses the card or the card details to make a purchase or cash withdrawal, we will debit the cardholder account with the amount of the purchase or cash withdrawal, whether or not a transaction slip or cash withdrawal voucher has been signed.

5.2 Transactions reflected on the cardholder account will be transferred to the business control account, monthly, on the billing date applicable to the business control account.

5.3 All payments we have made to a merchant for any transaction are final and irreversible, unless a reversal is allowed by the Visa rules and regulations, as published by Visa from time to time.

5.4 A dispute between the business and/or cardholder and any merchant will not affect our right to debit the cardholder account with any transaction, transfer the transaction amount to the business control account and receive payment of the transaction amount.

6. The credit limit on the business control account

6.1 We decide the credit limit on the business control account.

6.2 The business and the cardholder must ensure that they do not exceed the limit allocated on the card.

6.3. The business must ensure that it does not exceed the limit allocated on the business control account.

6.4 We may, within our sole discretion and at any time, reduce or increase the credit limit on the business control account.

6.5 The business may apply for an increase in the credit limit on the business control account.

6.6 The business must instruct us on how to allocate the business control account credit limit to the cardholder/s.

6.7 The business and the cardholder are responsible for managing the card's credit limit.

6.8 We may refuse to authorise purchases and cash withdrawals if the cardholder has exceeded the credit limit on the card.

6.9 If we accept a transaction that results in the cardholder exceeding his/her credit limit, it does not mean that we have extended or increased the credit limit on the card.

7. Interest

7.1 **When we will charge interest on accounts, which have an interest-free period. (All business card accounts have an interest-free period, unless specifically excluded in this document or in product marketing material).**

7.1.1 The business will not be charged interest on purchase transactions during the interest-free period, being the period from the date of the purchase transaction until the due date for payment, as reflected on the business control account statement.

7.1.2 Certain transactions, as set out in clause 7.4, will always attract interest from the date of the transaction.

7.1.3 The business control account statement will show amongst others:

- The full outstanding amount which the business owes us and
- The due date by which this amount must be paid.

7.1.4 The business must pay the full outstanding amount reflected on the business control account statement.

7.1.5 If the business pays the full outstanding amount on or before the due date shown on the business control account statement, no interest will be charged on the business control account, except for those transactions set out in clause 7.4, where interest will be charged from date of transaction.

7.1.6 If the business does not pay the full outstanding amount on or before the due date shown on the business control account statement, the business will be charged interest on the statement balance, as reflected on the business control account statement, from the date of each transaction made with the card, and on any new purchase transactions made on the card.

7.1.7 This means that if the business does not pay the full outstanding amount by the due date shown on the business control account statement, the interest-free period will be suspended and interest will continue to be charged from the date of each transaction made with the card, until the business has settled the full outstanding amount owed to us.

7.1.8 When the business has settled its full indebtedness to us, we will restore the balance of the interest-free period, that is the period from date of full settlement until the due date for payment as reflected on the business control account statement.

7.2 When we will charge interest on accounts that do not have an interest-free period

7.2.1 If an interest-free period is not available on the business control account, interest will be charged immediately from the date of each transaction, unless there is a credit balance on the account sufficient to settle the full transaction amount.

7.3 Debit interest calculation

7.3.1 Debit interest will be calculated daily, and capitalised and charged to the business control account monthly.

7.3.2 Debit interest will be calculated at the rate decided by us from time to time as shown on the business control account monthly statement, but will not exceed the maximum permissible annual finance charge rate allowed under the Usury Act.

7.3.3 Debit interest will be calculated and capitalised and charged at the maximum permissible annual finance charge rate allowed under the Usury Act when this agreement and/or the business credit facility ends.

7.4 Transactions that will always attract interest immediately.

7.4.1 Interest will be charged immediately, from the transaction date, for the following transactions, unless there is sufficient credit balance in the cardholder account to settle the transaction amount:

- Cash withdrawals with the credit card;
- Travellers cheque purchases with the credit card;
- Electronic funds transfers which result in a debit balance on the cardholder account or the business control account (as applicable);
- Fuel or fuel-related transactions with the Petro Card.

7.5 Credit interest on the cardholder account and the business control account

- 7.5.1 The business will earn interest on any credit balance on the business control account and the cardholder account.
- 7.5.2 Credit interest will be calculated daily averaged over the full statement period and will be credited to the account that earned the credit interest (either the cardholder account or business control account) monthly.
- 7.5.3 Credit interest rates may be tiered in which case the tiered rates will be shown on the business control account statement.

8. Liability

8.1 Business liability

- 8.1.1 The business is liable to pay us any and all amounts debited to the business control account and/or the cardholder account, irrespective of the account structure.

8.2 Cardholder liability

- 8.2.1 In the event the business does not discharge its indebtedness to us in full, each cardholder will be jointly and individually liable, as co-principal debtor, together with the business, for the amount owing in respect of the cardholder's use of the card/s issued to the cardholder.
- 8.2.2 The transaction/s performed by the cardholder will reflect on the cardholder account and will be transferred to the business control account on account billing date. The cardholder will also be liable for interest levied on the said transaction amount/s and applicable fees/charges.

8.3 Suretyship

- 8.3.1 We may, within our discretion and at any time, request the directors or members (as applicable) of the business to sign a deed of suretyship, undertaking personal liability for amounts debited to the business control account and the cardholder account.

9. Statements, Payments, Deposits

9.1 Monthly statement

- 9.1.1 We will send the business a monthly business control account statement that will show amongst others :
- Each cardholder's transactions for the month;
 - Any interest, fees and charges;
 - The full amount owed to us and
 - The due date by which this amount must be paid.
- 9.1.2 Unless the business lets us know, in writing, within thirty (30) days of the statement date that there is an error on the monthly statement issued to the business, the statement sent to the business will be final and binding.
- 9.1.3 Should the business not receive its monthly business control account statement, the business must bring this to the attention of our Card Division.
- 9.1.4 If any transaction is incorrectly disputed, interest will accrue in the normal course on the transaction amount.

- 9.1.5 When this agreement and/or the business credit facility ends, the business will no longer receive its monthly statement.

9.2 Payments and deposits

- 9.2.1 Payment may not reach us on the same day as it is made, due to possible delays and the time it takes to be processed. We consider the payment to have gone through only once we receive the payment at our Card Division's offices in Johannesburg. The business should allow for time delays when making payment.
- 9.2.2 All payments we receive will be credited as applicable, first to expenses incurred by us in collecting any amount owed, then to charges and fees, then to interest, and lastly to the transaction amount/s.
- 9.2.3 If a payment is sent to us by post, we will only be obliged to credit the business control account when we receive the payment at our Card Division's offices in Johannesburg. The risk of the postal payment being intercepted, lost or stolen whilst in transit to us remains the risk of the business or the cardholder (as applicable depending on the payer) until the payment is received at our Card Division's offices in Johannesburg.
- 9.2.4 If a cheque is deposited into the business control or the cardholder account, the proceeds of the cheque will only be available as cleared funds when the drawer bank has honoured the cheque irrespective of the cheque clearance period. If the cheque proceeds are made available on these accounts prior to the cheque being honoured, we are entitled to debit the account with the amount of the cheque proceeds and any associated interest if the cheque is subsequently dishonoured by the drawer bank for whatever reason.

10. Amendments to these terms and conditions

- 10.1 The business and the cardholder may not amend any of these terms and conditions.
- 10.2 We may, within our sole discretion and at any time, amend these terms and conditions.
- 10.3 We will inform the business of any amendments by sending it a notice of amendment or the amended terms and conditions or by setting out the amendments on the business control account statement.
- 10.4 It is the responsibility of the business to inform the cardholder/s of the amendments.
- 10.5 We may inform the business of the amendment/s electronically in which case we will give the business details of how to access the amended terms.
- 10.6 The amendments will be binding on the business and each cardholder and will form part of these terms and conditions twenty one (21) days after we have sent the business the amendments.
- 10.7 If the business is dissatisfied with the amendments, it has the right to end this agreement before the end of the twenty one (21) day period, in which case, the provisions of clause 11.4 shall apply.

11. Ending this Agreement

- 11.1 We may, within our discretion, end this agreement and/or the cardholder's right to use the card and/or the

- business credit facility. We will inform the business of the reason for ending this agreement and/or the cardholder's right to use the card and/or the business credit facility.
- 11.2 Our right to act under clause 11.1 will typically be exercised if the business fails to pay us any amount due on time or at all, if the business breaches any term of this agreement, if there is fraud or we suspect there may be fraud on the business control or the cardholder account, if the business is provisionally or finally liquidated or placed under judicial management or if we are compelled to do so by law.
- 11.3 The business may, at any time, end this agreement.
- 11.4 When this agreement and/or the business credit facility and/or the cardholder's right to use the card ends:
- The full indebtedness of the business and the cardholder will immediately become due and payable;
 - The business and the cardholder must pay us (in terms of the liability clause in this agreement) any amounts outstanding under this agreement;
 - The business will be solely responsible for destroying all the cards issued in the name of the business or specific cards, as requested by us. Please note that when destroying the card, the business must cut through the magnetic stripe and card number so the card cannot be used again.
- 11.5 Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.
- 12. Where and how we may contact the business**
- 12.1 We may send the business necessary account information by post, fax, e-mail, SMS message or other similar technology.
- 12.2 The business control account statement will be sent to the business' chosen postal address or e-mail address as supplied to us on application or during the currency of this agreement.
- 12.3 The business must supply us with its correct postal and/or e-mail address at all times. We will not be responsible if any statement and other related information is sent to the wrong address.
- 12.4 Formal legal notices and summonses will be served at the trading address of the business as supplied on application or during the currency of this agreement, which address the business and the cardholder choose as their domicilium citandi et executandi.
- 12.5 The business and/or the cardholder should send all formal legal notices and summonses to us at the following address which we choose as our domicilium citandi et executandi:
FNB Card Division, 3 First Place, Bank City, Corner Jeppe and Simmonds Streets, Johannesburg, 2001.
- 12.6 If any of the addresses set out on the card application change, the business must notify us immediately of such change, in writing, on a business letterhead, duly signed by an authorised representative.
- 12.7 Any correspondence sent to the business via post will be considered to have arrived within seven (7) days of posting.
- 12.8 Any correspondence sent to the business by fax or by e-mail will be considered to have arrived on the day that it was sent. Where this day is a Saturday, Sunday or Public Holiday, the correspondence is considered to have arrived on the next business day.
- 13. Information consent**
- 13.1 The business and the cardholder agree that we may:
- Perform a credit search on their credit profile with a registered credit bureau when assessing the granting of credit facilities to the business;
 - Check their payment behaviour, at any time, by researching their profile at one or more registered credit bureaux;
 - Disclose and record the existence of the business control account and how the business has conducted its account with one or more registered credit bureaux. Other credit grantors may access this information when assessing the business' credit application with them.
- 14. Request for Information**
- 14.1 The business may request information in respect of only the business' card control and cardholder account/s from us either in writing or by calling our Card Division on the telephone number as shown on the monthly statement.
- 15. Usury Act of 1968, as amended**
- 15.1 It is recorded for the purposes of Section 3 of the Usury Act, at the time of concluding this agreement, the following information is not known or determinable:
- The amounts that we will lend the business;
 - The amount of the principal debt;
 - The nature or amount of other charges;
 - The amount of the finance charges expressed as an annual finance charge rate or other charges in Rands and Cents;
 - The number of instalments, the amount of each instalment and the date on which each instalment is payable.
- 16. Other important terms**
- 16.1 The business must keep us informed of any changes to its financial situation.
- 16.2 We may in law set off any amount that we owe the business, or that appears as a credit in any account the business has with us (FirstRand Bank Limited), against any amount that the business owes us at any time.
- 16.3 The business may not refuse to pay any amount owing to us in respect of the business control account and/or the cardholder account in terms of clause 8.1 on the basis that the business may have another claim against us.
- 16.4 The cardholder may not refuse to pay any amount owing to us in respect of the cardholder account in

terms of clause 8.2 on the basis that the cardholder may have another claim against us.

- 16.5 If we need to take legal action against the business and/or the cardholder to recover any amount they owe us, one of our managers or officers will produce a certificate to the Court, recording the amount owed to us and that this amount is due and payable. If the business or the cardholder disagrees with this certificate they will need to prove to the Court that the certificate is incorrect. We do not need to prove the appointment of our manager or officer.
- 16.6 If the business control account goes into arrears, the business and/or the cardholder will be liable for all legal fees, on the attorney and own client scale, including collection commission and tracing fees.
- 16.7 The business and the cardholder agree that any action brought against either of them to recover the money that they owe us may be brought in the Magistrate's Court, even if the amount that we claim from them exceeds the jurisdiction of the Magistrate's Court.
- 16.8 We are obliged by law to regularly update the business' and the cardholder's personal particulars. We may contact the business and the cardholder from time to time in this regard and the business and the cardholder will be obliged to provide us with the information requested.
- 16.9 A concession that we may give the business and/or the cardholder, will not affect our rights against the business and/or the cardholder in terms of this agreement.
- 16.10 South African law will govern this agreement.
- 16.11 These terms and conditions, as amended by us from time to time, together with any application form signed by the business and the cardholder or the application information supplied to us telephonically or by fax or by e-mail, together with the eBucks rewards programme (if applicable) and value-add services' terms and conditions, form the whole agreement between us.
- 16.12 The headings in this agreement will not affect the interpretation of it.
- 16.13 The business and/or the cardholder shall not be entitled to defer payment or refuse to make payment of any amounts payable by the business and/or the cardholder in respect of the business control account and/or the cardholder account, on the basis that the business and/or the cardholder has a claim or query regarding any of the services provided for in Sections C and D of this agreement.

and fees for the recovery of the debt if the business/cardholder default with payment.

17.4 **Ledger fees are fees associated with the issue and use of the card and may include:**

- An annual card fee, which will be charged for each year or part of a year, whether or not the cardholder uses the card.
- The annual card fee covers the costs of, amongst others, the following services that we may render to the business, as amended from time to time:
- Monthly statements;
 - Credit card production and replacement;
 - Credit card delivery and handling (other than personal delivery);
 - Stationery associated with credit card delivery such as card carriers,;
 - Stationery used to mail the PIN;
 - Lost Card Protection;
 - Comprehensive Global Travel Insurance when the credit card is used to buy travel ticket/s (public conveyance) in South Africa.
 - AA Emergency Roadside Assistance which is automatically included on the Petro Card.
 - *inContact* which is an optional messaging service via SMS and/or e-mail that enables you to track transactions on the credit card account.
 - An over limit fee, which will be charged whenever the cardholder exceeds the credit limit on the card;
 - A late payment fee, which will be charged if the business pays the outstanding amount owing on the business control account after the due date for payment and
 - Other fees associated with the issue and use of the card.

Section B: Account Finance Charges and Fees

17. Finance Charges, Card Ledger Fees and Account Service Fees

- 17.1 We may charge the business and debit the business control or the cardholder account with finance charges, account service fees and card ledger fees.
- 17.2 The finance charges, account service fees and card ledger fees are not negotiable.
- 17.3 Finance charges may include interest, additional finance charges, fees incurred from a money-lending transaction

- 17.5 **Account service fees may include :**
- A cash deposit fee, which will be charged when the business deposits cash into the business control or the cardholder account or pays these accounts in cash;
 - ATM related fees;
 - Electronic banking fees;
 - A currency conversion fee, for transactions which take place outside the Common Monetary Area.
- 17.6 Please note the list of the specific fees mentioned is not exhaustive. The business may obtain a copy of our full current pricing from any FNB Outlet, or by contacting our Card Division, or on our web site, www.fnb.co.za.
- 17.7 Fees and charges are reviewed annually. We will send our full pricing list to the business in our annual pricing notice.
- 17.8 Once debited to the business control or the cardholder account, fees and charges are non-refundable and will not be reversed.

Section C: eBucks rewards programme ('the programme')

18. Participation in the programme

- 18.1 We are an earn-partner of the programme, which allows the business to link the business control account to the programme and earn eBucks on qualifying purchase transactions on the card/s.
- 18.2 These terms and conditions must be read together with the terms and conditions published on the eBucks.com web site, www.ebucks.com. If there is any conflict between the two, the terms and conditions on the eBucks.com web site will prevail.
- 18.3 The programme is owned, run and managed by New Bucks Operations (Pty) Ltd, trading as eBucks.com.
- 18.4 To earn eBucks when the cardholder uses the card, the business must link the business control account to the programme.
- 18.5 We may, within our discretion, include or exclude any card from participation in the programme.
- 18.6 If the business control account is in arrears, the business' participation in the programme will automatically end on the date this account becomes in arrears.

19. Earning eBucks

- 19.1 The business will earn eBucks on qualifying purchase transactions on the card subject to clause 19.3.
- 19.2 The business can also purchase eBucks through the card or earn eBucks through any of our other products, which the business has linked to the programme.
- 19.3 The business will not earn eBucks on certain transactions as notified by us from time to time, including ATM transactions, any Internet and electronic banking transaction, fuel and fuel-related purchases, travellers' cheque purchases and cash withdrawals as these transactions are excluded from the programme.
- 19.4 The business will also not earn eBucks on finance charges and account fees or on any government tax debited against the business control or the cardholder account.
- 19.5 We may change the eBucks earn model (that is, how many eBucks the business will earn for each Rand spent on qualifying transactions). We will give the business reasonable notice of such change.

- 19.6 We may also, within our discretion, set a "spend threshold" on the business control account. This means that the business will have to perform qualifying transactions above the threshold to start earning eBucks.
- 19.7 We will display the total eBucks the business has earned through the cards under its account profile on the eBucks.com web site. This will be the sole record of eBucks earned. The business' eBucks profile may also be accessed through the eBucks HotLine.
- 19.8 The business must ensure that the eBucks displayed under its account profile on the eBucks.com web site or accessed through the eBucks HotLine are correct.
- 19.9 The business must bring any errors to our attention in writing within thirty (30) days after we have displayed the eBucks earned under its account profile.
- 19.10 We have the right to reverse eBucks accumulated by the business through use of the card, if the eBucks were awarded in error, or accumulated as a result of ineligible transactions.
- 19.11 We may also reverse any eBucks earned while the business control account is in arrears.

20. Spending eBucks

- 20.1 The business may spend eBucks at an eBucks.com spend-partner or at the eBucks shop on the eBucks.com web site.
- 20.2 When the business spends eBucks, the business will contract directly with the spend-partner concerned and we will not be liable for any damages the business may suffer due to non-performance by the spend-partner concerned.
- 20.3 The business may transfer its eBucks to another eBucks member, but eBucks may not be converted into cash.

21. Amendments to the programme's terms and conditions

- 21.1 We may amend the programme's terms and conditions and will give the business reasonable notice of the changes.
- 21.2 We will inform the business of any changes either by way of a statement message or on the eBucks.com web site or by sending the business the amended terms and conditions.
- 21.3 eBucks.com may also amend the programme terms and conditions. eBucks.com will publish its changes on the eBucks.com web site.

22. End or suspension of the programme

- 22.1 We may end or suspend our participation as a partner in the programme on reasonable notice to the business.
- 22.2 The business will not lose the eBucks earned up to the date we end or suspend our participation in the programme.

23. Fee for linking the business to the programme

- 23.1 We will charge the business and debit the business control account with an annual linkage fee to link the business to the programme.
- 23.2 We will charge this fee on each card linked to the programme.

Section D: Value-add services

24. Comprehensive Global Travel Insurance (Automatically included on the credit card)

24.1 Benefits Summary

- 24.1.1 This is a summary of the terms, conditions and exclusions of the Travel Policy.
- 24.1.2 The business must get a copy of the Travel Policy before the cardholder embarks on his/her journey.
- 24.1.3 The Travel Policy is available on our web site, www.fnb.co.za, or the business may contact the Global Travel Helpdesk to obtain a copy of the Policy.
- 24.1.4 The benefits under the Travel Policy are automatically available when the business purchases a travel ticket (public conveyance ticket) in South Africa using the credit card.
- 24.1.5 As certain credit card products may be excluded from the benefits under the Travel Policy, the business must contact the Global Travel Helpdesk prior to the purchase of the travel ticket with the card, to find out which products are excluded.
- 24.1.6 The benefits under the Travel Policy are available to cardholders up to and including the age of seventy five (75) years.
- 24.1.7 The benefits under the Travel Policy will be available for the first ninety (90) days of the cardholder's journey or until the cardholder reaches the final destination set out on his/her travel ticket, whichever occurs first.
- 24.1.8 International SOS (Pty) Ltd ("International SOS") provides emergency assistance while the cardholder is travelling overseas. International SOS may be contacted "reverse-charge" from anywhere in the world on the telephone number supplied by us.
- 24.1.9 International SOS must approve medical expenses when they are incurred.
- 24.1.10 The benefits for children under sixteen (16) years old are limited under the Personal Accident Section of the Travel Policy.
- 24.1.11 The maximum known accumulation in respect of any benefits payable in respect of any one accident or series of accidents shall be limited to R10 000 000 (10 million Rand) per travel ticket debited to a valid credit card issued by FirstRand Bank Limited (which has been specifically nominated by the bank).
- 24.1.12 The maximum known accumulation in respect of any benefits payable in respect of any one accident or series of accidents under the Personal Accident section shall be limited to R5 000 000 (5 million Rand) per valid credit card issued by FirstRand Bank (which has been specifically nominated by the bank).
- 24.1.13 The benefits are summarised in the table of benefits below these benefits are subject to change on reasonable notice to the business.

24.2 Medical Conditions excluded under the Travel Policy

- 24.2.1 Pre-existing illness if the cardholder received medical advice or treatment six months prior to starting his/her journey.
- 24.2.2 Chronic, recurring or continuing illness.
- 24.2.3 Acute or chronic psychiatric, psychological or emotional conditions, suicide, self-inflicted injury, alcohol, drugs and narcotics abuse.
- 24.2.4 Cardiac, cardiovascular, vascular and cerebro vascular illness for persons sixty five (65) years or older.
- 24.2.5 Physiotherapy and chiropractic charges over R1000.00 (one thousand Rand), except while the cardholder is in hospital.
- 24.2.6 Sexually-transmitted diseases.
- 24.2.7 Human Immunodeficiency Virus ("HIV") and HIV-related illnesses including Acquired Immune Deficiency Syndrome (AIDS) and any derivative or variation of it, however caused.
- 24.2.8 Pregnancy, childbirth, abortion, miscarriage, obstetrical procedures.

24.3 Other Travel Policy exclusions

- 24.3.1 If the cardholder travels in a public conveyance as a non-fare paying passenger.
- 24.3.2 If the cardholder's journey is for emigration purposes.
- 24.3.3 If the cardholder's loss, damage, death, injury, illness, disablement or expense is caused by:
- Participation in professional sports or as a national representative in competitive sporting activities;
 - Participation in dangerous activities, hobbies, interests or sports as set out in the Travel Policy;
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, uprising, military or usurped power, civil commotion or riot.
 - Any Luggage claim that has not been reported to police or transport carrier immediately and for which a written police or irregularity report has not been obtained.
 - Luggage/Personal Effect – Any single item in excess of R1 000 (one thousand Rand).
- 24.3.4 Claims for treatment by homeopaths, naturopaths, reflexologists, or any other alternative medicine.
- 24.3.5 If the cardholder incurs expenses for travelling abroad to seek medical treatment.
- 24.3.6 If the cardholder incurs medical expenses after completion of his/her journey.
- 24.3.7 No consequential loss cover is available under the Travel Policy.

25. AA Emergency Roadside Assistance (Automatically included on the Petro Card)

25.1 Benefits summary

- 25.1.1 The AA Emergency Roadside Assistance benefits ("the benefits") are available to valid Petro Card holders.
- 25.1.2 If the business control account is in arrears, we will suspend the benefits until the business restores its account to an acceptable status.

- 25.1.3 The benefits apply to motor cars, four-by-four vehicles and light commercial vehicles with a carrying capacity of not more than 1.5 tons.
- 25.1.4 The benefits are available in the Republic of South Africa only.
- 25.1.5 The benefits are not transferable.
- 25.1.6 The benefits are available if the vehicle breakdown is caused by mechanical or electrical failure only. If the vehicle is involved in an accident, the cardholder may contact our dedicated AA call centre number but all services rendered by the AA will be for the account of the business or the cardholder.

25.2 How the benefits work

- 25.2.1 The benefits must be arranged through our dedicated AA call centre telephone number only.
- 25.2.2 The AA will tow the vehicle concerned to the nearest repair centre. Towing benefits are limited to a maximum of five hundred Rand (R500).
- 25.2.3 When the breakdown happens more than one hundred (100) kilometres away from the cardholder's home or the business' trading address, the AA will pay for one of the following costs up to a maximum of five hundred Rand (R500):
- Vehicle hire charges to the approved hirer for costs the cardholder incurs in reaching his/her destination or home
 - or
 - Alternate accommodation
 - or
 - Repatriation costs for the cardholder to collect his/her vehicle.
- 25.2.4 When the hired car is kept longer than the initial period authorised by the AA, the business or the cardholder must enter into a new contract with the car hire company for the extended period and must pay the extra charges incurred.
- 25.2.5 The choice of car and car hire company is subject to availability. Car hire is subject to all the requirements of the car hire company, including deposits for collision damage waiver, insurance and fuel.
- 25.2.6 Accommodation or repatriation benefits are available only when the breakdown happens more than one hundred (100) kilometres from the cardholder's home or the business' trading address.
- 25.2.7 The choice of hotel accommodation is subject to availability. The AA will only be responsible for accommodation costs. The business or the cardholder must pay for any extra costs incurred, such as laundry, mini-bar, videos and meals directly to the hotel before leaving.
- 25.2.8 The AA will pay for locksmith services up to two hundred and fifty Rand (R250) if the cardholder's keys

are locked in his/her car. The AA will not pay for locksmith services to repair and replace locks, ignition switches or for cutting keys.

- 25.2.9 The AA will not pay for storage fees, replacement parts or their transport, vehicle repairs, charges for help arranged directly by the business or the cardholder and charges for help given by a private person.

25.3 Other important information

- 25.3.1 The AA accepts no liability for loss or damage to the vehicle or any of its parts or accessories while it is unattended, or while it is in the care or under the control of any contractor or garage or its employees or any other person. We similarly do not accept this liability.
- 25.3.2 The AA will help in any way possible to resolve disputes with AA appointed contractors where loss or damage occurred while the vehicle was in the care or control of these contractors.
- 25.3.3 Where the vehicle is towed, the AA accepts no responsibility for the safekeeping or transport of the load, which will have to be removed from the vehicle before towing.
- 25.3.4 The AA reserves the right to refuse any service or benefit where the AA service is being abused, used fraudulently or is no longer valid.

26. *inContact* (Optional service available on the credit card and Petro Card)

- 26.1 *inContact* is a messaging service, which enables the business to track financial transactions made through the use of the card.
- 26.2 The business will receive real-time confirmation by SMS and/or e-mail of deposits into the business control or cardholder account, electronic transfers, withdrawals and purchases, which will be sent to the business' nominated cellphone number and/or e-mail address.
- 26.3 The business is responsible for ensuring that we have its correct cellphone number and/or e-mail address at all times.
- 26.4 We will not be held responsible if an SMS and/or e-mail is sent to the incorrect number or address, if the business has not updated its records with us.
- 26.5 We cannot guarantee the accuracy or arrival time of an SMS and/or e-mail, as we are dependant on external service providers who are responsible for the delivery of the information.
- 26.6 Whilst we will use our best endeavours to ensure the integrity and content of any SMS and/or e-mail sent to the business, the business' monthly account statement will remain the sole record of its account transactions.

Comprehensive Global Travel Insurance Table of Benefits

Limit per travel ticket purchased using a credit card per Journey	Benefit (R)	Excess (R)
Emergency Medical & Related Expenses		
Emergency Medical Expenses - Local	175 000	1 000
Emergency Medical Expenses - International	10 000 000	2 000
Related Expenses		

Medical Transportation, Evacuation & Repatriation	Included in Emergency Medical Expenses	
Visit by a family member	Included in Emergency Medical Expenses	
Return of Children	Included in Emergency Medical Expenses	
Return of Travel Companion	Included in Emergency Medical Expenses	
Burial, Cremation and Return of Mortal remains	Included in Emergency Medical Expenses	
Hospital Inconvenience	200 / day – Total of 3 000	
Emergency Assistance Services		
Medical Referral	Service Only	
Medical Monitoring	Service Only	
Emergency Medicine	Service Only	
Medical Evacuation	Included in Emergency Medical Expenses	
Repatriation	Included in Emergency Medical Expenses	
Return of Mortal Remains	Included in Burial, Cremation and Return of Mortal Remains	
Transmission of Urgent Messages	Service Only	
Embassy Referral	Service Only	
Emergency Travel and Accommodation Arrangements	Service Only	
Legal Assistance	Included in Legal Expenses	
Bail	Service Only	
Return in case of death or imminent death of a close Relative	Service Only	
Loss of Travel Documents	Included in Loss of Cash and/or Travel Documents	
Cash advances	Service Only	
Personal Accident		
Personal Accident whilst on a Public Conveyance	750 000	
Personal Accident whilst not on a Public Conveyance	250 000	
Cancellation and Curtailment		
Cancellation of journey due to sudden death, illness or injury	10 000	500
Curtailment of journey due to sudden death, illness or injury	10 000	500
Travel Delay		
Travel Delay (Minimum Delay Period – 12 hours)	2 000	
Personal Liability	2 500 000	
Hijack, Hostage or Wrongful Detention Inconvenience		
Benefit per day	750	
Maximum Benefit	10 000	
Legal Expenses	5 000	
Replacement Personnel	10 000	
Luggage		
Luggage – lost, stolen or damaged	3 000	500
Maximum Insured Value per Item	1 000	
Luggage Delay (Minimum Delay Period – 12 hours)	2 000	
Loss of Cash and/or Travel Documents	1 500	500

The above Table of Benefits is a summary of the main features of the Travel Policy.

Definitions used in this Agreement

"AA"	means the Automobile Association of South Africa.	"card scheme"	means the credit card scheme operated by FirstRand Bank Limited.
"access channel"	means any form of access technology including the Internet or mobile phone technologies or Interactive Voice Response (IVR) system.	"Common Monetary Area"	means South Africa, Namibia, Lesotho and Swaziland.
"ATM"	means an Automated Teller Machine.	"credit card"	means a Visa credit card or Visa Electron credit card issued by us in the name of the business and the cardholder.
"Attorney and own client scale"	means fees which a client agrees to pay his attorney for services rendered in respect of a legal matter.	"FNB"	means First National Bank, a division of FirstRand Bank Limited.
"Aviation Card"	means an Aviation Card issued by us in the name of the business and the cardholder.	"Lodge Card"	means a Lodge Card issued by us in the name of the business and the cardholder.
"business"	means the business which has applied for credit card facilities with us and to which we have issued cards in terms of this agreement.	"Petro Card"	means a Petro Card issued by us in the name of the business and the cardholder.
"business control account"	means the business credit card control account opened by our Card Division in the name of the business.	"PIN"	means the personal identification number linked to the card.
"card"	means a Visa credit card, Visa Electron credit card, Petro Card, Lodge Card, or Aviation Card issued by us in the name of the business and the cardholder. The list of cards mentioned is not exhaustive.	"purchase transaction"	means the transaction processed by the supplier of goods or services purchased using the card.
"cardholder"	means the person nominated by the business to be issued the card.	"Travel Policy"	means the Travel Insurance Master Policy, which provides for travel insurance when the business purchases a travel ticket using the credit card.
"cardholder account"	means the business credit card account opened by our Card Division in the name of the business and the cardholder, which account is linked to the business control account.	"Usury Act"	means the Usury Act No. 73 of 1968, as amended.
		"Visa"	means Visa International Services Association.
		"we, us, our"	means FirstRand Bank Limited, a registered bank, registration number 1929/001225/06.

Date of publication: 15 September 2005

These terms and conditions are applicable to all business card accounts.

FirstRand Bank Limited adheres to the Code of Banking Practice