

# FNB TRANSACTIONAL BANK ACCOUNTS (PLATNUM AND GOLD ACCOUNTS) TERMS & CONDITIONS



Last Updated September 2023

This important document sets out you and our rights and duties to each other.

Read this document carefully and keep it for your records.

You must contact us if you do not understand any part of this document or if you are not sure which parts apply to you

## 1. PREAMBLE

This document contains the terms and conditions (“**Agreement**”) for the Transactional Account you applied for with us. This Agreement must be read together with FNB General Terms and Conditions, Promotional Terms and Conditions, our pricing guide and our forms, Key Facts Statements and documents you accepted or signed when making an application for the Transactional Account, and any additional terms and conditions that apply to any of our accounts associated with this Transactional Account, FNB savings and investments accounts, debit cards, banking channels and services that you and your representatives use or has applied for which are available at any of our branches in Eswatini as well as on [www.fnbswaziland.co.sz](http://www.fnbswaziland.co.sz). This Agreement also applies to any person you authorize to operate the Transaction Account on your behalf.

If there is a conflict between the provisions of this Agreement and any of the other documents (paper or electronic) that records any other agreement we have with you, and the conflicting terms cannot be interpreted together, then the other documents (relevant account, banking channel or card terms & conditions or documents) will apply instead of this Agreement to the extent of the inconsistency.

We can change this Agreement or any of the rules at any time after notifying you of the changes. We will give you the opportunity to end the Agreement a month before the date the change comes into effect through direct messaging; and if you do not end the Agreement, we can assume that you have agreed to the change.

## 2. INTERPRETATION

- 2.1. Headings in this Agreement are for reference purposes only and shall not affect the interpretation hereof.
- 2.2. References to natural persons shall include a reference to bodies corporate and other legal person and vice versa.
- 2.3. References to the masculine shall include a reference to the feminine and other genders.
- 2.4. Words importing the singular shall include a reference to the plural and vice versa.
- 2.5. Annexures to this Agreement shall be deemed to have been incorporated herein and shall form an integral part hereof.
- 2.6. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 2.7. When any number of days is prescribed in this Agreement, such period shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case, the last day shall be the next day which is not a Saturday, Sunday or Public Holiday.
- 2.8. A reference to a document includes an amendment or supplement to, or replacement or novation of that document.
- 2.9. The invalidity of one or more of the clauses will not affect the remainder of the Agreement, which shall remain in full force and effect.



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### **3. DEFINITION**

- 3.1. **"ADT"** means an Automated Deposit Terminal.
- 3.2. **"ATM"** means Automated Teller Machines.
- 3.3. **"Bank Your Change"** means rounded up saving as you swipe to the nearest lilangeni.
- 3.4. **"Business Day"** means all days except Saturdays, Sundays, or official public holidays.
- 3.5. **"Cardholder"** means the Transactional Account owner (you) and any additional person whom the Transactional Account owner requested us to issue a debit card to.
- 3.6. **"Common Monetary Area"** (CMA) means a monetary union which includes South Africa, Namibia, Lesotho and Eswatini.
- 3.7. **"CSC"** means Customer Support Centre
- 3.8. **"FNB"** means First National Bank of Eswatini Limited.
- 3.9. In this document "you" or "your" refers to the customer (Transaction Account holder). If required "you" and "your" also includes or refers to each of the customer's representatives and "we", "us" or "our" refers to FNB Eswatini any affiliate companies, its associates, cessionaries, delegates or successors in title and/or third parties (like its authorized agents and contractors).
- 3.10. **"Linked Account(s)"** means all accounts belonging to other profiles and which you have linked to your profile and you have permission to view and transact.
- 3.11. **"POS"** means Point of Sale.
- 3.12. **"Rate of Exchange"** – means the rate at which FNB buys or sells Foreign currency. This rate is determined by the global currency market;
- 3.13. **"Transactional Accounts"** means the following accounts:
  - 3.13.1. Platinum Accounts;
  - 3.13.2. Gold Accounts.
  - 3.13.3. Any other account designated as such from time to time.

### **4. PERSONAL INFORMATION: HOW WE COLLECT, TREAT AND USE YOUR PERSONAL INFORMATION**

- 4.1. For the purposes of this clause "we", "us", "our" and "FSR" refers to First National Bank of Eswatini Limited(FNB), FirstRand Bank Limited, the FirstRand Group Limited, any affiliate companies, its associates, cessionaries, delegates or successors in title and / or third parties (like its authorized agents and contractors). In this clause "you" means the customer and refers to the customer's Personal Information. If required "you" and "your" also includes or refers to each of the customer's representatives and office bearers insofar as we need to collect, use or process their Personal Information for the purposes of our business relationship with the customer.
- 4.2. For us to have a relationship with you and to provide you with products/solutions, we will have to collect and process your Personal Information.
- 4.3. Personal information includes amongst others; information regarding marital status, national origin, age, language, birth, education, financial, national identification number, e-mail address, physical address, telephone number, online identifier, social media profile, biometric information (like fingerprints, signature or your voice) and your name.
- 4.4. **How we collect your Personal Information**
  - 4.4.1. We collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.
  - 4.4.2. Your collected information will be kept confidential at all times unless shared and processed as per the below sections.



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#### **4.5. Processing of Personal Information**

- 4.5.1. FSR may process your Personal Information if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third party's lawful interest is being protected or pursued.
- 4.5.2. The processing of Personal information includes the collection, storage, updating, use, making available or destruction thereof.
- 4.5.3. FSR can process your information outside of the borders of Eswatini, according to the safeguards and requirements of the law.
- 4.5.4. FSR may process your information using automated means (without human intervention in the decision-making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
- 4.5.5. FSR may process your information for the following reasons (amongst others):
  - 4.5.5.1. To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
  - 4.5.5.2. To detect, prevent and report theft, fraud, money laundering and other crimes.
  - 4.5.5.3. To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.
  - 4.5.5.4. To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
  - 4.5.5.5. To develop, test and improve products and services for you.
  - 4.5.5.6. For historical, statistical and research purposes.
  - 4.5.5.7. To process payment instruments and payment instructions (like a debit order).
  - 4.5.5.8. To create, manufacture and print payment instruments and payment devices (like a debit card).
  - 4.5.5.9. To do affordability assessments, credit assessments and credit scoring.
  - 4.5.5.10. To manage and maintain your accounts or relationship with FSR.
  - 4.5.5.11. To disclose and obtain information from credit bureaux regarding your credit history.
  - 4.5.5.12. To enable you to participate in the debt review process under the Consumer Credit Act, where applicable.
  - 4.5.5.13. To enable FSR to deliver goods or documents or notices to you.
  - 4.5.5.14. For security, identity verification and to check the accuracy of your information.
  - 4.5.5.15. To communicate with you and carry out your instructions and requests.
  - 4.5.5.16. For customer satisfaction surveys, promotional and other competitions.



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#### **4.6. Whom we share your Personal Information with**

- 4.6.1. We may share your information with the following persons (amongst others) who have an obligation to keep your information secure and confidential:
- 4.6.1.1. Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
  - 4.6.1.2. Debt counsellors and other persons that assist with the debt review under the Consumer Credit Act.
  - 4.6.1.3. Payment processing service providers, merchants, banks and other persons that assist with the processing of your payment instructions.
  - 4.6.1.4. Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
  - 4.6.1.5. Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
  - 4.6.1.6. Regulatory authorities, governmental departments, local and international tax authorities and other persons that we, in terms of the law, have to share your information with.
  - 4.6.1.7. Credit bureaux.
  - 4.6.1.8. Our service providers, agents and sub-contractors like couriers and other persons we use to offer and provide products and services to you.
  - 4.6.1.9. Persons to whom we cede our rights or delegate our obligations under any agreements.

#### **4.7. Your Rights**

**Subject to any legal limitation:**

- 4.7.1. You have the right to access the information we have about you by contacting us at our toll-free number: 8006100.
- 4.7.2. You have the right to request us to correct or delete the information we have about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorized to be kept.
- 4.7.3. You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing of your information. You must inform us of your objection at 8006100 or gethelp@fnb.co.sz.
- 4.7.4. Request us to delete, erase, destroy, block your information if it was unlawfully processed, is incorrect, irrelevant, excessive, outdated, incomplete, misleading, unlawfully obtained, consent has been withdrawn, or the information is no longer necessary or on other lawful or legitimate grounds allowed by law;
- 4.7.5. You have the right to withdraw your consent which allows us to process your information; however we will continue to process your information if permitted by law.
- 4.7.6. have my information stored for the time periods prescribed by law after which it will be destroyed.
- 4.7.7. You have the right to file a complaint with us about an alleged contravention of the protection of your information or file it with the relevant regulatory authority.

### **5. FNB TRANSACTIONAL ACCOUNT RULES**



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- 5.1. We have different product offerings available for each of our Transactional Accounts . Each product offering contains its own features, benefits and qualifying criteria determined by us and amended from time to time.
- 5.2. The rules below are general rules applicable to the use of our Transactional Bank Accounts ("Transactional Account").

**5.2.1. WHO QUALIFIES FOR THIS ACCOUNT?**

- 5.2.1.1. To qualify for a product offering, you will be required to meet the qualifying criteria of such product offering, which may be determined by the following factors, but not limited to; income earned, age and account utilization and/or rewards level. Visit [www.fnb.co.sz](http://www.fnb.co.sz) for more information to ensure that you meet the requirements and/or qualifying criteria (where applicable) of a particular product offering.
- 5.2.1.2. If you no longer qualify for the product offering or Transactional Account you have due to your failure to maintain/meet the qualifying criteria for a product offering, you agree that we can do any of the following:
- 5.2.1.2.1. transfer you to another suitable product offering or transmission account after requesting you to rectify and maintain the product qualifying criteria within a period of 3 months,
- 5.2.1.2.2. suspend or close your Transactional Account. Before we do this, we will give you reasonable notice of 90 days.

**5.2.2. REQUIRED MONTHLY INCOME DEPOSIT**

- 5.2.2.1. You must deposit your regular monthly income into this Transactional Account. You must do this within 6 (six) months of opening the Transactional Account.
- 5.2.2.2. If you fail to deposit your monthly income into the Transactional Account and fail to remedy such breach after 3 months' notice is provided to you to do so, we may cancel this Agreement and close your Transactional Account.

**5.2.3. ACCOUNT MUST BE IN GOOD STANDING**

- 5.2.3.1. Good standing means that none of your accounts with us and credit agreements should be overdrawn, or be in arrears, , or be subject to any legal process with us. Legal process means any legal proceedings in any court of law involving you and us, including but not limited to judicial management, collections, liquidation and sequestration proceedings. Legal process excludes debt review as provided for in s86 of the Consumer Credit Act no.7 of 2016.

**5.2.4. INTEREST YOU WILL EARN**

- 5.2.4.1. No interest is earned on this Transactional Account unless otherwise stated.

**5.2.5. PAYMENT DEVICES/INSTRUMENTS**

- 5.2.5.1. This Transactional Account comes with a Visa Debit Card which comes with a chip and allows you to swipe or tap-n-go for your goods. Detailed terms of use of this card is provided below (see Clause 12 in this regard).

**5.2.6. BANKING CHANNELS**

- 5.2.6.1. You may subscribe to any of our Banking Channels which include Online Banking, our



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Banking App, Cellphone Banking, via a CashPlus Agent or you may visit our branches. Refer to our latest pricing schedule for information on fees and charges.

5.2.6.2. Rules that are applicable for the banking channels are separate and are found on our website at [www.fnbswaziland.co.sz](http://www.fnbswaziland.co.sz).

**5.2.7. YOUR PAYMENT INSTRUCTIONS MUST NOT BE MORE THAN THE AVAILABLE FUNDS IN YOUR TRANSACTIONAL ACCOUNT**

5.2.7.1. You may only instruct us to carry out payment instructions (such as debit orders; scheduled payments; or debit card purchases) if you have sufficient funds in your Transactional Account (available balance). For the purposes of this Agreement, this means your credit balance must be sufficient considering the required amount of uncleared funds deposited into your Transaction Account and the amount of funds in the Transactional 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 the transaction with its own bank. Until this happens, it is your responsibility to monitor your Transactional Account, and not to use those reserved funds. Available balance also include any part of an overdraft facility you have not used where you have an approved overdraft facility in place. Take note that the available balance in your Transactional Account does not include the funds available in Linked Accounts like the FNB Savings Pocket Account.

5.2.7.2. 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. However, you may contact us and arrange for a temporary overdraft before you instruct us to process a payment that will cause you to exceed the available balance in your Transactional Account (see clause 5.2.8 below on overdraft facility in this regard).

5.2.7.3. We will not carry out payment instructions if there is no available balance or insufficient funds in your Transactional Account.

5.2.7.4. If you do instruct us to carry payments instructions, and you have no available or insufficient funds in your account, the payment instruction will be dishonoured. In this instance, you will be charged a dishonouring fee in accordance with our pricing guide.

**5.2.8. OVERDRAFT FACILITY**

5.2.8.1. An overdraft facility may be applied for and linked to your Transactional Account. You must apply for this separately. Terms and conditions of the overdraft facility will apply to you once we grant you the facility even if you don't use the overdraft facility.

**5.2.9. TURNAROUND TIMES AND ERRORS ON PAYMENTS**

5.2.9.1. Unless you request a special service to speed up payment you must allow at least 2 (two) business days for an EFT (electronic funds transfer) payment to reach the account of the person you are paying (beneficiary). You must also keep in mind that certain beneficiaries may have special processing requirements that may delay the payment further. We are not responsible for any loss or damage because of any mistakes you make when you create or send us payment instructions. We do not check the bank account details or identity of beneficiaries.

**5.2.10. CANCELLING OR REVERSING TRANSACTIONS**

5.2.10.1. We will not reverse any payment instruction after it has been processed. We may (if





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possible) try to reverse an instruction if the person so paid has an account with us and that person gives us written consent to do so. If the beneficiary has an account with another bank or financial institution (bank), our role is only to pass on your instruction to the other bank or financial institution. We will not be responsible for anything that we do based on your instruction. We will not accept an instruction to stop the payment of a validly drawn instrument after it is paid. Some instructions cannot be reversed or cancelled once you submit them. This includes pre-paid purchases.

**5.2.11. CURRENCY AND PAYMENT RISK**

- 5.2.11.1. Currency exchange risk: All exchange rate, currency fluctuation, volatility risk and losses arising from any cause will be for your account.
- 5.2.11.2. Any foreign or cross border transaction or purchase, or transaction involving or referencing foreign currency (regardless of the channel or method of payment) could result in **VERY SIGNIFICANT UNFORESEEN** additional costs, charges or losses and risks (over which we have no control), which you or we might not be aware of, or which might not be disclosed by a third party or anyone to you before you approve or make a payment. Before making a payment, you should determine whether the proposed transaction involves or references any foreign currency, has a cross-border component, whether the third party that will get paid is a foreigner and what additional costs and charges will be incurred, and what the risks are. You hereby agree that you understand these risks and you agree to pay us on demand all such additional costs, and charges and make good any losses, regardless of whether you had knowledge of such additional costs, charges or losses.
- 5.2.11.3. You understand and confirm that transactions may be delayed, blocked and/or cancelled for reasons that are outside of our control and you indemnify us against and holds us harmless from all demands, claims, actions, losses, costs and damages of whatever nature that may be brought against us as a result thereof. This includes reasons such as the local or international laws or policies that apply to the transactions.
- 5.2.11.4. We shall make every effort to process orders placed via the various Channels available without any delay. However, you understand that delays can sometimes occur due to applicable local or international laws or policies that apply to transactions; technical problems and/or matters out of our control and hereby holds it harmless from all demands, claims, actions, losses, costs and damages of whatever nature that may be brought against us as a result thereof. If a payment channel is no longer available or cannot be used for any reason and a different channel needs to be used, we shall not be liable for any losses, failures or delays caused thereby.
- 5.2.11.5. We use reasonable care and skill in providing the products to facilitate the dealing in Foreign Currency; however, we do not warrant that access to these products shall be continuous and/or error free.

**5.2.12. inCONTACT NOTIFICATION SERVICES**

- 5.2.12.1. We will send you inContact notification of activities on your Transactional Account through an Instant Message (IM) via the FNB App where you have registered for the FNB APP or a Short Message Service (SMS) where you are not registered on the FNB App as well as via email. These messages will be sent shortly after an activity happens on your Transactional Account so that you know if there are unauthorised transactions on your Transactional Account.



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5.2.12.2. The inContact notification service is additional to any statement we send you.

5.2.12.3. Please refer to the separate terms and conditions applicable to the FNB App and inContact notification services available on [www.fnbswaziland.co.sz](http://www.fnbswaziland.co.sz).

**5.2.13. DORMANT (INACTIVE) ACCOUNTS**

5.2.13.1. An inactive Transactional Account is defined as a Transactional Account which contains a positive or nil balance, and which has not been used for a period of 3 months and notified to you from time to time. If you continue to not use your Transactional Account within the inactive status period, and upon expiry of the inactive period, your Transactional Account will be deemed dormant, and we reserve the right to close your Transactional Account.

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

5.2.13.3. We will continue to charge a monthly fee on your Transactional Account during the time it is deemed inactive or dormant.

5.2.13.4. Should you fail to respond to our notice(s) and upon the expiration of the dormant period, we will close your Transactional Account. We will notify you before closing your dormant Transactional Account.

5.2.13.5. You have the right to claim any credit balance in your dormant Transactional Account. If the Transactional Account is closed, you have a period of sixty (60) months from the date on which the Transactional Account was closed to claim funds still in the Transactional Account at time of closure of the Transactional Account (if applicable). To do this you must provide us with proof of identity and entitlement to the funds. To claim funds, please see the "Unclaimed funds" procedure on our website on [www.fnbswaziland.co.sz](http://www.fnbswaziland.co.sz).

**5.2.14. WHEN CAN WE RESTRICT ACCESS TO YOUR TRANSACTIONAL ACCOUNT AND THE PREVENTION OF CRIMINAL ACTIVITIES**

5.2.14.1. We must comply (and in some cases make policies, standards and/or guidelines to foster voluntarily compliance) with laws, requirements, standards, recommendations, guidelines and directives relating to terrorism, corruption, bribery, money laundering, financial crime, Know Your Customer requirements and sanctions obligations, locally and internationally (as it may be applicable), issued by various bodies in a number of jurisdictions and our own policies as aligned to our compliance framework and requirements in this regard (referred to as the "Requirements") in relation to you, any entity, any security provider, any persons related to them or involved with them, or acting on behalf of, or involved with, you, including their mandated persons, directors, executives, signatories, shareholders, holding companies, trustees, beneficiaries, partners, managers, controllers, associates, subsidiaries, beneficial owners, ultimate beneficial owners and related entities (you and all of the aforesaid persons and entities are referred to as "Impacted Persons").

5.2.14.2. In order to comply with the Requirements, or if;

5.2.14.2.1. any fraud or criminal activity (actual or perceived) is suspected; or

5.2.14.2.2. the conduct (actual or perceived) of any Impacted Person is in our view undesirable; or





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- 5.2.14.2.3. performing under any agreement, instruction or transaction places us in breach of any local or international law, regulation or Requirement; or
- 5.2.14.2.4. performing any obligations under any agreement or continuing the banking relationship with any Impacted Person would adversely affect or otherwise reduce or remove our ability to: (i) raise local or international funding; and/or (ii) contract with, or maintain its relationships with, international financial institutions; and/or (iii) transact in or process payments or otherwise deal in other currencies,  
We may, at the start of the business relationship and/or at any time thereafter, in relation to any Impacted Persons, do any or all of the following:
- 5.2.14.2.5. verify (check and confirm) their identity;
- 5.2.14.2.6. monitor any account, business relationship, deal, facility, instruction or transaction;
- 5.2.14.2.7. request Know Your Customer information and evidence and further information or evidence which might exceed the scope of what is required under specific legislation;
- 5.2.14.2.8. verify any transaction or instruction or recipient before processing it;
- 5.2.14.2.9. refuse any account, business relationship, deal, facility, instruction or transaction;
- 5.2.14.2.10. place a hold on, or freeze, any account, business relationship, deal, facility, instruction or transaction, including instances where an Impacted Person does not provide documents or evidenced as required by us in terms of the Requirements;
- 5.2.14.2.11. refuse to do business with any impacted person that it considers undesirable or that is involved in undesirable conduct;
- 5.2.14.2.12. on 30 days' notice (or less if warranted) terminate any account, business relationship, deal, facility, instruction or transaction with any Impacted Person or refuse to honour any instrument or carry out any transaction;
- 5.2.14.2.13. refuse to do business with any person or Impacted Person that falls outside our risk appetite or 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;
- 5.2.14.2.14. terminate our relationship with any Impacted Person 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.
- 5.2.14.3. Additionally, we may restrict access to any or all of your accounts, close any of your accounts and may freeze all amounts and/or cancel its agreement(s) with you and/or demand immediate payment from you of all amounts plus costs and interest that may be due, if:
  - 5.2.14.3.1. you breach any provision of any agreement you have concluded with us, or
  - 5.2.14.3.2. if any amount is overdrawn or an unauthorised excess arises, or
  - 5.2.14.3.3. you fail to pay the outstanding amount or make appropriate arrangements with us, or
  - 5.2.14.3.4. you are placed in sequestration (provisional or final) or other legal disability or



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- 5.2.14.4. We will not be liable for any direct, indirect or consequential loss, damage, costs or expenses whatsoever that may be suffered or incurred by anyone as a result of, arising from, or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this clause, provided that the Impacted Persons will remain liable to us for all amounts owing to us (actual or contingent).
- 5.2.14.5. We will not be liable for any loss whatsoever, should any foreign bank
  - 5.2.14.5.1. refuse to execute any instruction,
  - 5.2.14.5.2. delay payment or withhold funds due to any Requirement.

## **6. RULES THAT APPLY TO NEGOTIABLE INSTRUMENTS**

You authorize us 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.

## **7. KNOW YOUR CUSTOMER (KYC)**

Under the Money Laundering and Financing of Terrorism (Prevention) Act 2011 (as amended) (MLFTA), we may not establish a relationship with you unless you have provided us with acceptable documents required to open the Transactional Account with us. Your Transactional Account will be considered to not comply with the MLFTA if any of the required Know Your Customer ("KYC") documentation (identity document and proof of address) are not on record or invalid. Under the Act and industry practice, all MLFTA non-compliant accounts will be frozen (you will not be able to transact). Before freezing your Transactional Account, we will try to contact you to obtain the correct KYC documentation. If we cannot obtain the documents your account(s) will be frozen.

## **8. FEES YOU MUST PAY**

- 8.1. Different pricing options are applicable to each product offering available to the Transactional Account.
- 8.2. We will charge you for our services related to the Transactional Account. Fees will be deducted from your Transactional Account(s) according to the pricing agreed between you and us by signing the Key Facts Statements (KFS) or according to our published fees. Our general fees are set out in its pricing brochure, available from any of our branch or on [www.fnbswaziland.co.sz](http://www.fnbswaziland.co.sz).
- 8.3. We may change the fees once a year and publishes them twice a year on the 1<sup>st</sup> of January and 1<sup>st</sup> of July every year.

## **9. STATEMENTS**

- 9.1. All transactions, fees and charges will be reflected on the Transactional Account statement or ATM mini statement or transaction record on our access channels. If there is a difference between our records and your records, our records will be sufficient proof of the information thereon unless you can prove the contrary.
- 9.2. You have thirty (30) days from the date of statement (or the date of the transaction entry); whichever occurs first, within which to dispute any transaction or fee appearing on your statement, otherwise we can assume it is correct.
- 9.3. Unless we specifically agree otherwise, we may make your statements available every month for free by email or for download via FNB APP and our online banking platform. You may ask for extra statements for which you may be charged.



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9.4. We will not be liable for any loss or damage due to the unauthorised use of, or disclosure of, your statements or certificates or if you do not receive your statements or certificates.

**10. IF YOU APPOINT OTHER PERSONS TO USE YOUR TRANSACTIONAL ACCOUNTS YOU ARE RESPONSIBLE FOR THEIR ACTIONS**

- 10.1. If you complete the necessary application, you may allow another person to use your Transactional Account.
- 10.2. You will be liable for all debts incurred by such authorised users including fees and charges, any overdrawn amounts plus interest on those amounts. You will be liable for any actions and omissions on the part of the authorised user.
- 10.3. You understand the risks involved in giving another person access to the Transactional Account and have considered the restrictions that should apply.
- 10.4. You must provide correct and up to date information about the authorised users on your Transactional Account/s and you alone are responsible for deciding and checking what rights must be given to authorised users.
- 10.5. You can cancel your authority at any time by completing the required bank forms. You will be liable for all transactions made before the authority was cancelled including future dated payments.
- 10.6. The authority given to any authorised users comes to an end when you terminate the authority or where the law provides, such as on your death or if you become legally incompetent.

**11. FAIR USE POLICY**

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

**12. GENERAL RULES FOR DEBIT CARDS**

- 12.1. These terms and conditions (“rules”) apply to your use of the debit cards issued by us. These rules will apply to you from the time you apply for, or use, the card, whichever happens first.
- 12.2. These rules form an agreement between you, the Cardholder, any additional Cardholders and us. In these rules “you” or “your” refers to the Transactional Account holder and all Cardholders and “FNB”, “we”, “us”, or “our”, only refers to First National Bank of Eswatini Limited.
- 12.3. This card can be linked to your Transactional Account.

**12.4. USE RESTRICTIONS:**

- 12.4.1. The Card is issued by FNB and remains FNB’s property. It must be returned to FNB immediately on FNB’s request.
- 12.4.2. This card (together with the PIN) may be used to do the following:
  - 12.4.2.1. withdraw cash from an ATM and selected POS devices,
  - 12.4.2.2. Deposit cash at an ADT,
  - 12.4.2.3. Use at any FNB ATM,
  - 12.4.2.4. Get your Transactional Account balance at an ATM,
  - 12.4.2.5. To pay for goods and services from suppliers who accept the relevant card with a chip, by swiping the card or tapping the card,
  - 12.4.2.6. To pay for goods and services purchased on the internet or phone or by mail order,
  - 12.4.2.7. To pay for subscriptions and membership fees using repeat payments (It is your responsibility to inform the merchant/service provider if the card number or expiry date



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changes) purchase fuel at retailers that accept cards,  
12.4.2.8. Register for online banking.

**12.5. STEPS YOU MUST TAKE TO SAFEGUARD THE CARD AND PIN**

- 12.5.1. To prevent unauthorised transactions on your Transactional Account, you agree to take all reasonable steps to safeguard the card and any personal identification number (PIN) that is associated with the card. You must do the following:
  - 12.5.1.1. Comply with all security requirements and recommendations from us from time to time.
  - 12.5.1.2. To increase security, it is advisable to change any PIN we issue to you immediately after receiving your card.
  - 12.5.1.3. You must not share your PIN with anyone.
  - 12.5.1.4. You must keep the PIN secret and separate from the card.
  - 12.5.1.5. Only the person named as the authorized Cardholder may use the card. You may not transfer the card to any other person or allow any other person to use the card.
  - 12.5.1.6. The card may not be used for any illegal transactions. You alone are responsible for ensuring that a transaction is lawful.
  - 12.5.1.7. You must use the PIN and/or sign a transaction slip as required by the supplier of any goods or services.
  - 12.5.1.8. When a card has expired, you must destroy the card by cutting through the magnetic strip and chip.
  - 12.5.1.9. You must notify us immediately or block card on the FNB APP if any of the following happens or if you think they might have happened:
    - 12.5.1.9.1.1. The card is lost or stolen.
    - 12.5.1.9.1.2. Someone has obtained the PIN.
    - 12.5.1.9.1.3. Unauthorised transactions on the Transactional Account.
  - 12.5.1.10. Only the Transactional Account holder/Cardholder may set and change limits that apply to the card.

**12.6. YOU MUST COMPLY WITH EXCHANGE CONTROL REGULATIONS**

- 12.6.1. You must comply with the applicable exchange control regulations when performing any transaction or payment made outside of the Common Monetary Area ("CMA").
- 12.6.2. Any transaction or payment made in a currency other than Lilangeni ("E") will be converted to Eswatini Lilangeni at the card scheme's prevailing Rate of Exchange that applies on the date of processing the transaction to your Transactional Account. The transaction will be shown on your monthly Transactional Account statement in Eswatini Lilangeni (SZL). Be aware that merchants may not authorize/process the transaction on the date of the transaction or payment. Subject to the below clause, this may result in exchange rate differences for which you will be responsible.
- 12.6.3. Subject to the exclusions listed below, for cross-currency transactions or payments of up to \$100,000 USD which are authorized immediately and then cleared and settled within 8 (eight) calendar days from the date of the transaction or payment, will be settled at the rate of exchange as at the date and time of the transaction or payment and not the date of settlement. Excluded transactions will be subject to the Rate of Exchange applicable at the date of settlement and include, but are not limited to:
  - 12.6.3.1. transactions that are not cleared and settled within 8 (eight) calendar days, where merchants do not place an authorization hold on the transaction;
  - 12.6.3.2. transactions made in respect to payment for accommodation, car rental services, ticket



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- purchases for airlines, transaction reversals, transaction disputes, as well as;
- 12.6.3.3. transactions where the initial amount is adjusted (but not cancelled and presented with the new amount).
- 12.6.4. A currency conversion fee will apply to cross-currency transactions or payments, which will be charged and added to the transaction amount. The currency conversion can be found online or you may call 8006100. We are required to report any transactions that occur outside the Common Monetary Area to the Central Bank of Eswatini and/or the Financial Intelligence Unit.
- 12.6.5. You warrant to us that the use of the debit card will not in any way contravene the Exchange Control Regulations or any similar laws that apply from time to time and that you will comply with all relevant Exchange Control requirements. In addition, you are reminded that Exchange Control Regulations currently allow Cardholders in whose names one or more bank credit and/or debit cards have been issued to make certain foreign exchange payments for small transactions, e.g. imports over the internet, by means of such credit and/or debit cards. Payments are limited to E50,000.00 for each transaction. This dispensation does not free you from the duty to pay any taxes and/or custom duties for the value of goods imported, or from complying with the requirements imposed by customs laws.
- 12.6.6. For more details on foreign exchange, kindly read our Foreign Exchange Terms and Conditions available at [www.fnbswaziland.co.sz](http://www.fnbswaziland.co.sz).

#### **12.7. REPLACEMENT AND EXPIRY OF THE CARD**

- 12.7.1. The card is valid until the last day of the month of the expiry date shown on the card as valid date. The Cardholder may only use the card during this period. The Transactional Account holder or the Cardholder may request us to issue a replacement card if the Transactional Account holder's agreement with us still applies, if any of the following happens:
- 12.7.1.1. the card is lost;
  - 12.7.1.2. the card is stolen;
  - 12.7.1.3. the card is damaged;
  - 12.7.1.4. the card has expired.
- 12.7.2. Renewal cards will be automatically issued at no cost to you. However, for lost, stolen or damaged cards, FNB reserves the right to charge you for the cost of replacement of the Card. The same limits and functionality will apply to any replaced cards. We may deliver the card to you or you may collect a renewal card at any of our branches once we have verified your identity.

#### **12.8. OUR RIGHT TO DEBIT THE TRANSACTIONAL ACCOUNT OR DECLINE TRANSACTIONS**

- 12.8.1. The Cardholder will be held legally responsible for all transactions done with their Debit Card which include, but are not limited to:
- 12.8.2. Transactions at Automated Teller Machines (ATM's).
  - 12.8.3. Transactions at Point of Sale devices (POS).
  - 12.8.4. Recurring Payments where the Cardholder has authorized the merchant to collect payments from the Transactional Account.
  - 12.8.5. Transactions done via electronic methods which include, but are not limited to, the internet.
  - 12.8.6. All transactions for purchases, services or cash withdrawals will be debited (charged) to the selected linked Transactional Account.
  - 12.8.7. Each time the card or the card number (and PIN, where applicable) is used in a transaction; we can debit (charge) the Transactional Account with the transaction amount even if no transaction slip or cash withdrawal voucher was signed. If there are insufficient funds in the





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Transactional Account, we will decline a request to authorize a transaction.

- 12.8.8. Your Debit Card must not be used to participate in illegal online gambling activities and for the purchase of foreign lottery tickets. We are required to decline any debit card transactions in Eswatini that relates to illegal foreign lotteries or any illegal online gambling activities.

**12.9. DISPUTES WITH SUPPLIERS**

- 12.9.1. A dispute between you and any supplier of goods/services will not affect our right to debit (charge) the Transactional Account and/or receive payment of the transaction amount from you. You do not have the right to:
- 12.9.1.1. instruct us to refuse to pay the supplier; or
  - 12.9.1.2. request a charge-back of payment already made to the supplier, for goods purchased or services obtained with the card, or have any claim, or institute any counter claim against us, or to apply set-off against us.
  - 12.9.1.3. Any payment that we have made to a supplier for any transaction is final and irreversible, unless:
    - 12.9.1.3.1. Allowed by the VISA Rules and Regulations, as published by VISA (as applicable) from time to time, or there was duplication in payment due to human and/or technical error by the supplier.
  - 12.9.1.4. You must raise any card-related disputes within 30 (thirty) days after the transaction date. Disputes must be made at any branch by completing the relevant dispute forms.

**12.10. CHARGES, FEES AND OTHER COSTS**

- 12.10.1. We may charge you a card replacement fee if the card is lost, stolen or damaged. We may charge the following fees:
- 12.10.1.1. a fee for each transaction (where applicable) made using the card, as advised by us from time to time,
  - 12.10.1.2. government levies (charges and taxes) where applicable,
  - 12.10.1.3. a dispute fee, if you raise a dispute against a supplier for any purchase/transaction, and the purchase/transaction is proved to be correct, and
  - 12.10.1.4. a voucher fee for any request made to us to obtain a duplicate voucher from a supplier (if available).
- 12.10.2. Our fees are set out in our pricing guide which is available at any of our branches or on [www.fnb.co.sz](http://www.fnb.co.sz). Information about dispute and voucher fees are available from any of our branches.

**12.11. TRANSACTIONAL ACCOUNT HOLDER AND CARDHOLDER ARE JOINTLY AND SEVERALLY LIABLE FOR ALL TRANSACTIONS**

- 12.11.1. The Transactional Account holder may ask us to issue additional cards and PIN's, if required, to additional Cardholders. You agree that once the additional Cardholder has been issued with an additional card and PIN, that person will have unlimited access to the funds in the Transactional Account and accounts linked to the additional card. You accept liability (legal responsibility) for all transactions performed by the Cardholder using the card. If the Transactional Account holder does not pay us in full for the transactions, the Cardholder will be jointly and severally liable to us as co-principal debtor for all amounts and any other obligations arising out of these rules. All amounts include interest which





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may be levied (charged) on the transaction amount/s and applicable fees/charges, owing to us on the Transactional Account using the card.

**12.12. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

12.12.1. You will be legally responsible (liable) for:

12.12.1.1. all card-based transactions until we have been notified of the loss or theft of the card;

12.12.1.2. any unauthorised transaction that has been debited (charged) to the Transactional Account by any person other than the Cardholder using the PIN, unless the Cardholder can prove that such person did not obtain the PIN because of the Cardholder's negligence;

12.12.1.3. any unauthorised transaction that has been debited (charged) to the Transactional Account by any person other than the Cardholder using the card for purchases/transactions made on the internet, by mail order, telephone / or electronically, unless the Cardholder can prove that such person did not obtain the card or card number because of the Cardholder's negligence.

12.12.2. You must notify FNB immediately if your card has been lost or stolen or you suspect that your PIN has been disclosed or you suspect that your Card has been copied or that the Card has been subject to misuse. You may do this by:

12.12.2.1. Visiting any FNB branch either in Eswatini or elsewhere in Africa where FNB operates.

12.12.2.2. Calling FNB's Customer Service Centre between 7am to 8pm Monday to Friday or on Saturday between 7am to 3pm on 251 84637.

12.12.2.3. Calling FNB's Johannesburg Call Centre 24 hours a day on 0027 11 369 1189 or 00 27 87 575 9444.

12.12.3. You are responsible for giving FNB all information relating to the loss, theft or misuse of the Card or the disclosure of the PIN and other information, which FNB may request. FNB may require you to report the loss of the card to the Police. FNB may provide the Police with any information FNB deems relevant to the loss, theft, or misuse of the Card.

12.12.4. We are not responsible for any loss the Transactional Account holder and/ or Cardholder may suffer because of a failure, temporary breakdown or malfunction of any ATM or POS or other card payment device where applicable, resulting from circumstances beyond our reasonable control, and where the Transactional Account holder and/or Cardholder have been notified of such ATM or POS malfunctioning.

**12.13. TERMINATION OF CARD USE**

12.13.1. We may, at our sole discretion and without reason, end this Agreement with you, and/or the Cardholder's right to use the card, we reserve the right to end this Agreement and your and the Cardholder's right to use the card with immediate effect in any of the following circumstances:

12.13.1.1.1. in the case of fraud, or suspected fraud by anyone of them;

12.13.1.1.2. if we are forced to do so by law;

12.13.1.1.3. if it is necessary to protect our interests.

12.13.2. You have the right to claim possession of the card from the additional Cardholder on demand, but you are not entitled at any time to any knowledge or access to the Cardholder's PIN, if issued or to use the card. You must notify us of possession of the card in writing and must return the card to us.

12.13.3. If this Agreement is terminated, you and the Cardholder's full indebtedness to us for all



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card transactions remains due and payable, subject to the arrangements in place on the Transactional Account.

- 12.13.4. If you request us to close the Transactional Account, the card must be returned to us immediately. A 30 (thirty) days period will apply before the Transactional Account is closed to allow for settlement of any outstanding transactions made by the Cardholder but not yet processed by a supplier.

### **13. GENERAL**

#### **13.1. FNB SAVINGS POCKET ACCOUNT RULES**

##### **13.1.1. What do you need to qualify for a Savings Pocket Account?**

The Savings Pocket Account is not a standalone account and is linked to your Transactional Account. If your Transactional Account is closed, your Savings Pocket Account will also be closed. If there is any money in your Savings Pocket Account, this will first be transferred to your linked Transactional Account before we close the primary Transactional Account.

##### **13.1.2. Minimum balance for your Savings Pocket Account to remain active**

- 13.1.2.1. You are required to maintain a minimum Savings Pocket Account balance of E100 (One Hundred Emalangen) for your Savings Pocket Account to remain active. Should your Savings Pocket Account fall below this minimum balance and you do not make any transfers from your Transactional Account to your Savings Pocket Account (this does not include Bank Your Change) for a period of 3 months and longer, your Savings Pocket Account status will be changed to inactive.

- 13.1.2.2. Your Savings Pocket Account may not fall below this balance; if it does you will not earn interest.

##### **13.1.3. What interest will you earn, how and when is it calculated and paid?**

We calculate interest on the daily balance in your Savings Pocket Account and we will pay your interest into the Savings Pocket Account every month. We reserve the right to change the interest rate at any time in accordance with the change in interest rate. Updated interest rates will be made available on [www.fnbswaziland.co.sz](http://www.fnbswaziland.co.sz).

##### **13.1.4. Can you deposit money into the Savings Pocket Account at any time?**

The types of transactions allowed on a Savings Pocket Account are limited. You will only be allowed to do transfers (ad-hoc or scheduled) from your Transactional Account into your Savings Pocket Account. Please note that transferring funds between your Transactional Account and Savings Account can take up to 2 (two) business days to reflect. You cannot deposit cash directly into your Savings Pocket Account.

##### **13.1.5. Additional means of depositing to your Savings Pocket Account?**

- 13.1.5.1. If you have selected FNB Bank Your Change, you will automatically be defaulted to a top up of E2 (Two Emalangen). This means that we will round up the amount charged on each successful point-of-sale transaction swipe you perform on your debit card to the nearest Lilangeni and an additional E2 top-up will then be added to the rounded-up amount. The total amount will then be transferred to your Savings Pocket Account on a weekly basis.

- 13.1.5.2. We will check the available balance on your linked Transactional Account every week if there are sufficient funds for the Bank Your Change transfer to be processed, (i.e.



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the total Bank Your Change amount must be equal to or less than the available balance in your Transactional Account). If the amount is available, the Bank Your Change amount will be transferred to your Savings Pocket 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 interest once it has been transferred into your Savings Pocket Account.

**13.1.6. Closure of Bank Your Change**

- 13.1.6.1. Bank Your Change will automatically be closed if your Transactional Account is not in good standing. Good standing means that your Transactional Account is not overdrawn, or in arrears, or subject to any legal process with us.
- 13.1.6.2. Legal process means any legal proceedings in any court of law involving you and us. 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 Consumer Credit Act.
- 13.1.6.3. You may reapply for “Bank Your Change” when your Transactional Account returns to good standing.
- 13.1.6.4. Note: The FNB Savings & Cash Investment Account General Terms & Conditions also apply to you. A copy of these terms and conditions is available on [www.fnbswaziland.co.sz](http://www.fnbswaziland.co.sz) or from our Customer Service Centre on 8006100 or at your nearest FNB branch.

**13.1.7. When can you withdraw money from the Savings Pocket Account?**

- 13.1.7.1. You can withdraw money from your Savings Pocket Account at any time by transferring funds to your Transactional Account. You cannot use your Savings Pocket Account to make payments or withdraw cash from your Savings Pocket Account. The Savings Pocket Account may not be overdrawn. This means you may not transfer more money to your Transactional Account than the available balance in your Savings Pocket Account.

**13.1.8. Fees you must pay for the Savings Pocket Account**

- 13.1.8.1. There are no fees applicable on this account.

**14. RISKS AND LIABILITY**

- 14.1. At certain times, we may be prevented from providing banking or other services, products, or goods to you or fulfilling its obligations to you because of things or events that are outside our control. This includes, but is not limited to, involuntary interruptions outside our control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes. In such cases we will not be responsible for any failure to perform any of our obligations to you or any person, and our obligations will be suspended, for as long as such interruptions continue.
- 14.2. We may at our discretion give you prior notice of interruptions and changes, but we have no duty to do so. Without limiting the clauses before, we will not be legally responsible to you or any person for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, because of any service interruptions that were beyond our reasonable control.

**15. INDEMNITY**



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- 15.1. In consideration of us complying with your instructions or requests in relation to your Transactional Account, you undertake to indemnify us and hold us harmless against any loss, charge, damage, expense, fee or claim which we suffer or incur or sustain thereby and you absolve us from all liability for loss or damage which you may sustain from acting on your instructions or requests or in accordance with this Agreement.
- 15.2. The indemnity clause shall also cover the following:
- 15.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against us or which we may suffer or incur arising from our acting or not acting on any request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond our control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by us.
  - 15.2.2. Any loss or damage that may arise from your use, misuse, abuse or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.
  - 15.2.3. Any unauthorized access to your Transactional Account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your equipment.
  - 15.2.4. Any loss or damage occasioned by the failure by you to adhere to this Agreement and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by us as a consequence of any breach of the Agreement.
  - 15.2.5. Any damages and costs payable to us in respect of any claims against us for recompense for loss where the particular circumstance is within your control.

## **16. HOW TO REPORT DISPUTES WITH US**

- 16.1. If you have any disputes or complaints, you may contact our Customer Service Centre on 8006100 or 25186000 or email [gethelp@fnb.co.sz](mailto:gethelp@fnb.co.sz) to raise them.
- 16.2. Any complaint that you may make will be investigated and determined within a period of thirty (30) days and once a decision has been made thereon it will be communicated to you forthwith. We will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with our complaints handling procedures.
- 16.3. Where a notification regarding your complaint or any other matter is expected from us but not received, a complaint must be made within a reasonable time after non-receipt of such notification.
- 16.4. If you are not satisfied with any response in relation to your complaint, you may refer the matter to the Banking Ombudsman situate at the Central Bank of Eswatini.
- 16.5. For further details on the complaints' procedure, please refer to our Complaints procedure obtainable at our website at [www.fnbswaziland.co.sz](http://www.fnbswaziland.co.sz) or by dialing 8006100.

## **17. ADDRESS FOR THE SERVICE OF NOTICES AND LEGAL PROCESSES:**

- 17.1. We may send you notices or correspondence (including statements) to your registered address or the last address known to us (including by email, SMS or other communication technology).



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- 17.2. We may also communicate with you using our website, our banking channels (online, cellphone, FNB App, ATM, and our branches), or by means of a publication/advertisement in the media.
- 17.3. We may send notices or correspondence to you by –
- 17.3.1. hand, in which case it will be deemed to have been received on the date of delivery;
  - 17.3.2. post, in which case it will be deemed to have been received within 7 days of posting;
  - 17.3.3. email or SMS, in which case it will be deemed to have been received at the time of transmission, in a case of a Saturday, Sunday or public holiday, on the next business day.
- 17.4. Any notices or correspondence posted on our website, ATM network, FNB App, branches or in the media will be considered to have been received by you on the date it was published.
- 17.5. Legal notices and summonses can be served at your registered address or any of your address on record. You choose this address as your domicile address for serving legal notices and summonses.
- 17.6. Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by you shall be adequate written notice or communication to you.
- 17.7. You must notify us of any changes (including proof of changes) to any of your contact and address details, including postal or street address, e-mail, or phone numbers via our Customer Support Centre, or any of our branches. Any such change of address details will only be effective 14 days after date of receipt by us of the change.
- 17.8. Legal notices or summonses may be sent to us at the following address:  
First National Bank of Eswatini Limited  
The Offices Complex,  
Corner, MR103 Road & Swaki Street  
Ezulwini, Eswatini.
- 17.9. You agree that we may obtain your addresses and contact numbers from other companies in the FirstRand Limited Group to keep its record updated.

## **18. GOVERNING LAW**

This Agreement shall in all respects be governed by and construed in accordance with the laws of the Kingdom of Eswatini as constituted on the day this Agreement is entered, and all disputes, actions and other matters in connection therewith shall be determined in accordance with such laws.

## **19. JURISDICTION AND COSTS**

- 19.1. We shall be entitled, at our option to institute any legal proceedings which might arise out of or in connection with this Agreement, in any Court in the Kingdom of Eswatini, notwithstanding that the claim value of the matter in dispute might otherwise exceed the jurisdiction of such court in respect of the causes of action.
- 19.2. You hereby consent and submit to the jurisdiction of whichever court we institute proceeding at. You will pay our costs, fees and expenses in recovering any amounts owing to us or enforcing, preserving or protecting its rights in terms hereof, including legal costs on the attorney-own-client scale, collection charges, tracing fees, and VAT, on demand. Attorney and own client scale means the rates actually charged by our attorneys. These rates may be higher than the rates the courts allow.

## **20. ENDING THIS AGREEMENT**

- 20.1. We have the right to end this Agreement and close your Transactional Account at any time after





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we give you reasonable notice of this or if we have other grounds to do so.

20.2. You can end this Agreement by giving us notice in writing.

20.3. If this Agreement ends the following rules apply:

20.3.1. You must still pay us the full amount you owe us for all transactions subject to any arrangements you have with us on your Transactional Account.

20.3.2. You must return any debit or credit card we gave you.

20.3.3. You must not withdraw funds from your Transactional Account until we have processed all outstanding transactions.

20.3.4. To cover what you may owe us after the Agreement ends you agree that we can keep sufficient funds in the Transactional Account.

## **21. DECLARATIONS**

21.1. You hereby confirm that you have received, read, understood, and agree to be bound by this Agreement and those which govern its products and services, the service channels and access mechanisms used by you and your authorized users.

21.2. You hereby consent to receive default notice or termination notice by prepaid registered mail and or by my email at the address chosen as my *domicilium citandi et executandi* (your address chosen to receive legal documents).

21.3. You hereby consent that we, the FirstRand Group, any affiliate companies and / or third parties (like its authorized agents and contractors) may process (collect, use, store or otherwise deal with) your Personal Information according to applicable laws or our policies on Customer Privacy. You hereby confirm that you have read and understood our Data Privacy Policy.

21.4. You also confirm that the Personal Information provided by you to us is up to date, correct and complete, including information about your residency and citizenship for tax purposes, and that you will immediately inform us if this information changes.

21.5. You agree that we can process your Personal Information outside of the borders of Eswatini and South Africa, according to the safeguards and requirements of the law, using third parties if this is required. You hereby consent that we may process your Personal Information using automated means (without human intervention in the decision-making process) to make a decision about you or your application for any product or service.

21.6. You agree that we and other companies in the FirstRand Group and its approved partners can contact you for purposes of marketing goods and services by <sms>, <email>, <phone> and <FNB App>. You waive your right to be excluded from any telemarketing campaign or any mass distribution of email or SMS messages conducted by us. You waive your right to be excluded from any marketing or customer list that may be sold or distributed by us other than as required by any applicable law.

21.7. You consent to us disclosing information about how you pay your credit agreement/s, the application for entering into and the termination thereof to the credit bureau and other companies in the FirstRand Bank Limited Group.

## **22. ELECTRONIC MONITORING OR RECORDING AND CONTRACTING**

22.1. You consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that you or we may produce telephonic recordings or computer records as evidence in any proceedings brought in connection with these conditions.

22.2. If this Agreement, any T&C's or rules requires that anything be written or in writing or signed or that any amendment of the Agreement must be in writing and signed, then the requirement that





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it must be in writing and/or signed will be met if it takes place using electronic means and methods determined for this purpose by us, for e.g., contracting on our platform.

### **23. CESSION/ASSIGNMENT**

We may without notice to you, cede, assign, delegate or transfer all or any of our rights and/or obligations and/or security under the agreement and security (if any) to any other person and on any such cession, assignment, delegation or transfer taking place. You will, if so required by any cessionary/assignee, make all payments directly to such cessionary/assignee. You hereby expressly consent to such a cession, assignment, delegation or transfer by us even though it may result in a splitting of claims.

### **24. ELECTRONIC CONTRACTING**

- 24.1. You accept and agree that this Agreement may be accepted electronically on any of our platforms or by any electronic means acceptable to us. You accept these contractual provisions as a binding agreement between you and us and as valid and original evidence of these contractual provisions, which shall constitute valid contractual terms and constitute effective signature of this Agreement and shall have the same legal validity and enforceability as a manually executed signature in wet ink.
  - 24.2. The intentional act of electronically accepting these contractual provisions shall be evidence of consent to be legally bound by the contractual provisions of this Agreement.
  - 24.3. Each Party agrees to not contest the admissibility or enforceability of any electronically signed or accepted copy of these contractual provisions in any proceeding arising out of this Agreement, merely on the ground that it is an electronic document or electronically signed.
  - 24.4. The use and/or production of an electronic version of this Agreement shall fully satisfy any requirement that this Agreement be in writing.
25. In addition to the terms & conditions you will continue to be bound by any tacit agreement between you and us relating to any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.