



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 Flexi Fixed Deposit Account ("**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 Flexi Fixed Deposit Account, and any additional terms and conditions that apply to any of our accounts associated with this 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. This Agreement also applies to any person you authorize to operate the 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.



3. DEFINITION

- 3.1. **"Account"** means the Flexi Fixed deposit Account.
- 3.2. **"ATM"** means an Automated Teller Machine.
- 3.3. **"Banking Channel(s)"** means either the FNB App, Cellphone Banking (USSD), and Online Banking (OB).
- 3.4. **"Business Day"** means all days except Saturdays, Sundays, or official public holidays in Eswatini.
- 3.5. **"CSC"** means Customer Support Centre.
- 3.6. **"FNB"** means First National Bank of Eswatini Limited.
- 3.7. In this document "you" or "your" refers to the customer (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).
- 3.8. **"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.
- 3.9. **"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.
- 3.10. **"Prime Rate"** means the interest rate published by FNB from time to time, being its Prime Rate, as declared by the Central Bank of Eswatini.

4. FNB FLEXI FIXED DEPOSIT ACCOUNT RULES

- 4.1. The rules below are general rules applicable to the use of our Flexi Fixed Deposit Bank Account ("Account").

4.1.1. WHO QUALIFIES FOR THIS ACCOUNT?

- 4.1.1.1. 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 for more information to ensure that you meet the requirements and/or qualifying criteria (where applicable) of a particular product offering.
- 4.1.1.2. If you no longer qualify for the product offering or 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:
 - 4.1.1.2.1. 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,
 - 4.1.1.2.2. suspend or close your Account. Before we do this, we will give you reasonable notice of 3 months.

4.1.2. KNOW YOUR CUSTOMER (KYC)

- 4.1.2.1. 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 Flexi Fixed Deposit



Account with us.

- 4.1.2.2. Your 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.
- 4.1.2.3. Under the Act and industry practice, all MLFTA non-compliant accounts will be frozen (you will not be able to transact). Before freezing your 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.

4.1.3. REQUIRED ACCOUNT OPENING DEPOSIT

- 4.1.3.1. You must deposit into the Account when you open it a minimum of E100.00 (One Thousand Emalangeni).
- 4.1.3.2. The Account must always have a minimum balance of E100.00 (One Hundred Emalangeni). If you fail to keep this minimum balance and fail to remedy such breach after notice is provided to you to do so and for a prolonged period of 60 months, we reserve the right to cancel this Agreement and close your Account.
- 4.1.3.3. You can transfer or deposit money into the Account at any time.

4.1.4. INVESTMENT TERM

- 4.1.4.1. The investment term is For FIXED period, as per the agreed term invested for. Refer to account confirmation letter which sets out the term and interest rate.

4.1.5. INTEREST YOU WILL EARN

- 4.1.5.1. Interest will not be earned on your account if the investment balance is less than E1000.00 (One Hundred Emalangeni).
- 4.1.5.2. Interest is influenced by the Prime Rate. Changes in interest rates are effective immediately. Interest is calculated daily and capitalized monthly into this Account. You must tell us where we must pay the interest you have earned at the end of each month or it will automatically be reinvested into this Account.
- 4.1.5.3. You can get information about the interest rates that apply to your Account by visiting our website, via your Banker, by contacting us via our CSC or visiting an FNB Branch. Interest rates are shown on the statements we provide to you.
- 4.1.5.4. Your account confirmation letter will confirm your interest rate.
- 4.1.5.5. Rates quoted by us are nominal interest rates per annum.

4.1.6. MAKING WITHDRAWALS FROM YOUR ACCOUNT

- 4.1.6.1. If you make a withdrawal from your investment prior to the maturity date, this will be marked as an early withdrawal.
- 4.1.6.2. You are allowed two free early withdrawals over the term of the investment by placing a minimum of one day's notice to withdraw.
- 4.1.6.3. Each free withdrawal may not exceed 15% of the available balance of the account, at the time of withdrawal.
- 4.1.6.4. If you withdraw funds after making the two free withdrawals, an early withdrawal fee will be charged.
- 4.1.6.5. An early redemption fee of up to 5% (min. E50) of the withdrawal amount applies for



withdrawals beyond the two free allowances or exceeding 15% of the fund value.

- 4.1.6.6. The bank will provide notification of applicable fees calculated upon request. You will have to approve the early withdrawal fee before the early withdrawal will be processed. An early withdrawal fee may reduce your capital amount.

4.1.7. MATURITY OF YOUR INVESTMENT

- 4.1.7.1. You must tell us how to handle your funds on maturity. If we don't receive any instructions from you, we will automatically reinvest your funds at the prevailing interest rate for the same investment period as the matured investment. In the case of automatic re-investments, you have a 14 (Fourteen) day grace period from the renewal date to change the investment instructions, thereafter early withdrawal fees will apply.

4.1.8. BANKING CHANNELS

- 4.1.8.1. You may subscribe to any of our Banking Channels which include Online Banking, our Banking App, Cellphone Banking, or you may visit our branches.
- 4.1.8.2. Rules that are applicable for the banking channels are separate and are found on our website at www.fnbswaziland.co.sz.

4.1.9. TURNAROUND TIMES AND ERRORS ON PAYMENTS

- 4.1.9.1. 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.

4.1.10. CANCELLING OR REVERSING TRANSACTIONS

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

4.1.11. DORMANT (INACTIVE) ACCOUNTS

- 4.1.11.1. This Account does not become inactive or dormant. However, where you fail to keep the required minimum account balance of E100.00 for a continuous period of 5 years, we will close the Account and treat any balance therein in accordance with the Unclaimed Funds Procedure.
- 4.1.11.2. We will notify you on the contact details provided by you before your Account is deemed dormant.
- 4.1.11.3. Should you fail to respond to our notice(s) and upon the expiration of the dormant



period, we will close your Account.

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

4.1.12. WHEN CAN WE RESTRICT ACCESS TO YOUR FLEXI FIXED ACCOUNT AND THE PREVENTION OF CRIMINAL ACTIVITIES

- 4.1.12.1. 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”).

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

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

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

4.1.12.2.3. performing under any agreement, instruction or transaction places us in breach of any local or international law, regulation or Requirement; or

4.1.12.2.4. 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:

4.1.12.2.5. verify (check and confirm) their identity;

4.1.12.2.6. monitor any account, business relationship, deal, facility, instruction or transaction;

4.1.12.2.7. request Know Your Customer information and evidence and further information or evidence which might exceed the scope of what is required under specific legislation;

4.1.12.2.8. verify any transaction or instruction or recipient before processing it;

4.1.12.2.9. refuse any account, business relationship, deal, facility, instruction or



- transaction;
- 4.1.12.2.10. 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;
- 4.1.12.2.11. refuse to do business with any impacted person that it considers undesirable or that is involved in undesirable conduct;
- 4.1.12.2.12. 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;
- 4.1.12.2.13. 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;
- 4.1.12.2.14. 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.
- 4.1.12.3. 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:
 - 4.1.12.3.1. you breach any provision of any agreement you have concluded with us, or
 - 4.1.12.3.2. if any amount is overdrawn or an unauthorised excess arises, or
 - 4.1.12.3.3. you fail to pay the outstanding amount or make appropriate arrangements with us, or
 - 4.1.12.3.4. you are placed in sequestration (provisional or final) or other legal disability or
- 4.1.12.4. 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).
- 4.1.12.5. We will not be liable for any loss whatsoever, should any foreign bank
 - 4.1.12.5.1. refuse to execute any instruction,
 - 4.1.12.5.2. delay payment or withhold funds due to any Requirement.

5. FEES YOU MUST PAY

- 5.1. There is no monthly account fee applicable to this account, however, early withdrawal fees will apply if you make an early withdrawal. The withdrawal fee calculation is completed upon request should the need arise.

6. TAX

- 6.1. In accordance with the Income Tax Order of 1975 (as Amended), we are required to withhold Tax



from any person ordinarily resident in Eswatini who derives interest from a savings account of a financial institution.

- 6.2. We are required to report information in respect of your FNB Savings and Cash Investments account(s) held with us in accordance with the Income Tax Order of 1975 (Amended) and any international agreements.
- 6.3. You are fully responsible for any tax implications arising from or associated with a FNB Savings and Cash Investments account(s) opened on behalf of a minor in terms of the Income Tax Order of 1975 (as Amended). You agree that you, or the minor(s) for whom the FNB Savings and Cash Investments account(s) is/are opened, will not, at any stage, hold us liable and you hereby fully indemnify the Bank, and hold the Bank completely harmless, against all damages, claims and fines made against you, the minor(s) or the Bank, including all legal costs on an attorney-and-own-client scale, to the extent to which such damages, claims and fines arise out of or are connected to any taxation relating to your or the minor(s)' FNB Savings and Cash Investments account(s) with the Bank.

7. STATEMENTS

- 7.1. All transactions, fees and charges will be reflected on the Account statement or transaction record on our Banking 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.
- 7.2. 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.
- 7.3. 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 (charges for additional statement available on our website www.fnbswaziland.co.sz).
- 7.4. 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.

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

- 8.1. If you complete the necessary application, you may allow another person to use your Account.
- 8.2. You understand the risks involved in giving another person access to your Account and have considered the restrictions that should apply.
- 8.3. You must provide correct and up to date information about the authorised users on your Account and you alone are responsible for deciding and checking what rights must be given to authorised users.
- 8.4. 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.
- 8.5. 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.

**9. PRIVACY NOTICE**

- 9.1. 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), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise. 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.
- 9.2. For us to have a relationship with you and to provide you with products, services or solutions, we will have to collect and process your Personal Information.
- 9.3. Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group. To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand’s Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on our Platform (for example our banking app or website) or contact us to request a copy.
- 9.4. By accepting these Terms and Conditions or by utilizing any products or services offered by us, you acknowledge that in order to conclude and fulfil contractual terms or obligations to you; to comply with obligations imposed by law; or to protect or pursue your, our, or a third party’s legitimate interests, including offering Solutions that best meet your needs, your personal information may be processed through centralized functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice. Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately. We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting, or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.
- 9.5. For the purposes of these Terms and Conditions the responsible party is the party with whom you are contracting a Solution, as well as other entities in the FirstRand Group, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice

10. DEATH OF ACCOUNT HOLDER

- 10.1. Upon your death, and where your death has been reported to us, your Account will be marked as an estate late account and no debits will be allowed except debits to cover fees associated with your Account where applicable.
- 10.2. Any transaction on your Account will be permitted in accordance with the Administration of Estates Act 28 of 1902.

11. FAIR USE POLICY

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

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

- 12.1. 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.

13. RISKS AND LIABILITY

- 13.1. 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.
- 13.2. 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.

14. INDEMNITY

- 14.1. In consideration of us complying with your instructions or requests in relation to your 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.
- 14.2. The indemnity clause shall also cover the following:
- 14.2.1. 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.
 - 14.2.2. 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.
 - 14.2.3. Any unauthorized access to your 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.
 - 14.2.4. 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.



14.2.5. 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.

15. HOW TO REPORT DISPUTES WITH US

- 15.1. If you have any disputes or complaints, you may contact CSC on 8006100 or 25186000 or email gethelp@fnb.co.sz to raise them.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. For further details on the complaints' procedure, please refer to our Complaints procedure obtainable at our website at www.fnbswaziland.co.sz or by dialing 8006100.

16. ADDRESS FOR THE SERVICE OF NOTICES AND LEGAL PROCESSES:

- 16.1. 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).
- 16.2. 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.
- 16.3. We may send notices or correspondence to you by –
 - 16.3.1. hand, in which case it will be deemed to have been received on the date of delivery;
 - 16.3.2. post, in which case it will be deemed to have been received within 7 days of posting;
 - 16.3.3. 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.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. You agree that we may obtain your addresses and contact numbers from other companies in the



FirstRand Limited Group to keep its record updated.

17. 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.

18. JURISDICTION AND COSTS

- 18.1. 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.
- 18.2. 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.

19. ENDING THIS AGREEMENT

- 19.1. We have the right to end this Agreement and close your Account at any time after we give you reasonable notice of this or if we have other grounds to do so.
- 19.2. You can give us notice in the following ways: Instruct your FNB branch, contact CSC or if you are registered for telephone banking or internet banking you can notify us through any of these service channels.
- 19.3. If you no longer want to use your account, please request that the Account be closed by going to an FNB branch or contact your Banker or our CSC.
- 19.4. If this Agreement ends the following rules apply:
- 19.4.1. You must still pay us the full amount you owe us for all transactions subject to any arrangements you have with us on your Account.
- 19.4.2. You must not withdraw funds from your Account until we have processed all outstanding transactions.
- 19.4.3. To cover what you may owe us after the Agreement ends you agree that we can keep sufficient funds in the Account.

20. DECLARATIONS

- 20.1. 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.
- 20.2. 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).
- 20.3. 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.

- 20.4. 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.
- 20.5. 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.
- 20.6. 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.
- 20.7. 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.

21. ELECTRONIC MONITORING OR RECORDING AND CONTRACTING

- 21.1. 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.
- 21.2. 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 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.

22. 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.

23. ELECTRONIC CONTRACTING

- 23.1. 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.
- 23.2. 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.



- 23.3. 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.
- 23.4. The use and/or production of an electronic version of this Agreement shall fully satisfy any requirement that this Agreement be in writing.
- 23.5. A copy of this agreement will be provided to you either physically or via email.
- 24.** 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.