

Terms and Conditions for Smartphones, Tablets or Laptops supplied by FNB

This agreement will apply to you, if you purchase a Smartphone, Tablet or Laptop ("the device") from First National Bank ("FNB"). This agreement applies to you along with your FNB Cheque Account Terms & Conditions, the FNB General Terms & Conditions and the Remote Banking Agreement.

Who can purchase a device and ownership of the device?

To purchase a device from FNB you must meet all of the following conditions:

- You must have an FNB Cheque Account with the Mobile Device pricing option.
- You must pay your salary into this FNB Cheque Account and meet the minimum income requirements for the account each month.
- Your credit report/record must be in good standing.
- You must switch your Debit Orders to this FNB Cheque Account.
- You must register for FNB Online Banking.

Only the specified devices will be available. FNB only allows one device per customer.
You will become the owner of the device once you have met all the terms and conditions.

Your voice logged or FNB Online contract

In addition to the terms and conditions set out above which will apply to you, your voice logged contract or your FNB Online contract (as may be applicable) with FNB will also apply. This contract sets out the agreement in terms of which you purchase the device, the price payable as well as under which circumstances you will become liable to pay FNB the full retail value of the device.

Additional telecommunication services required to use the device are for your own account

To be able to use the device you will need certain telecommunication services. This includes a SIM Card from a Mobile Network Operator (MNO). FNB does not provide telecommunication services and they are not included with the device. You must arrange for the necessary telecommunication services yourself and pay for them separately.

Faults must be reported to the manufacturer by calling the specified national call centres

If your device is faulty while it is still under the manufacturer's warranty, you must call the national support centre of the relevant manufacturer to arrange for the manufacturer to repair your device. The manufacturer's warranty is only valid for a period of one year from date of activation of your device. You may be charged for the repair of the device if the damage was caused by your negligence (the device being dropped, water damaged) or misused.

How and when you must pay for the device

You must pay FNB for the device every month, over 24 months from the date you purchased the device. Every month FNB will automatically deduct the agreed monthly fee from your FNB Cheque Account. This will happen for 24 months. The amount FNB deducts for the device will appear on your monthly FNB Cheque Account statement or on a separate statement. You can contact FNB on 0860 102 970 if you require information about the outstanding balance you owe for your device.

You will become legally responsible to pay FNB the full retail value of the device in one payment if any of the following happens:

- If you pay for the device before the end of the 24 month payment period (early settlement).
- If your FNB Cheque Account is closed for any reason before the 24 month payment period has ended.
- If FNB cannot deduct your monthly payment for any reason.
- If your credit report/record is not in good standing.
- If you do not switch your Debit Orders to this FNB Cheque Account.
- If you do not register for FNB Online Banking.
- If you do not pay your salary into this FNB Cheque Account and meet the minimum income requirements for the account each month.
- If you change your account type to an account that does not qualify for the device (you must have an FNB Cheque Account with the Mobile Device pricing option).
- If you breach any of your other agreements with FNB.

If any of the above happens, FNB will block the device and cancel your agreement in writing. You will have to pay the full retail value of the device which will be calculated as follows: The normal retail selling price of the device at the time you purchased the device from FNB less the total amount paid by you for the device until the date of breach. If you do not pay FNB the full retail value of the device when required, legal action will be taken to recover what you owe to FNB. FNB will then have to charge you default administration charges and collection costs.

Default administration charges and collection costs

FNB will charge you default administration charges. Default administration charges will be equal to the amount payable for a registered letter of demand in undefended actions under the Magistrates Court Act 1944. FNB will also charge you any reasonable and necessary expenses FNB incurs to deliver the letter to you. Default administration charges are payable for each letter FNB sends you under part C of Chapter 6 of the National Credit Act ("NCA").

FNB will charge you collection costs. Collection costs may not exceed the amount it costs FNB to collect the debt to the extent limited by Part C of Chapter 6 of the NCA or under the following laws:

- The Magistrates' Courts Act 1944.
- The Attorneys' Act 1979.
- The Debt Collectors' Act 1998.

Early Settlement

If you decide to or have to pay for the device before the end of the 24 month period (early settlement) you will become responsible to pay FNB the full retail selling price of the device.

Lost/stolen and damaged devices

If your device is lost or stolen you must immediately report this to your Mobile Network Operator (MNO) so that your MNO can list the device on its blacklist according to the policy of the MNO at the time. You must also report the matter to the police. You will remain responsible to pay FNB for the device even if it is lost, stolen or if it is damaged. For this reason we recommend that you insure the device against loss or damage. The risk of loss or damage to the device will be yours once the device is delivered or handed to you by FNB. Your device may be pre-loaded with the FNB Banking App. You must read the Remote Banking Agreement, which is available on www.fnb.co.za, carefully and follow the safety tips and precautions recommended by FNB from time to time to prevent unauthorised persons from accessing your electronic banking profile using the device. If your device is lost or stolen, or if you think that your access codes may have been stolen or become known to anybody else, you must also immediately notify us so that we can block your electronic banking access until your access codes have been changed.