



FNB Business Credit Card Account and Business Credit Card Facility

Terms and Conditions

COMBINED (Usury Act & National Credit Act where applicable)

Effective date: 1 July 2024

These terms and conditions apply to all FNB Business and Corporate Clients and the term (FNB Credit Card Account Holder) will be used below to refer to such customers. These terms and conditions form part of the agreement which govern the use of the Credit Card Account and Credit Card Facility and further regulate the relationship between FNB, the Client and the cardholder. The use of the Credit Card Account and/or Credit Card Facility will be deemed as acceptance of all the terms and conditions governing the agreement.

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Section A

Credit Card Account and Credit Facility Terms and Conditions of use

1. Issue of the Credit Card Account and grant of the Credit Facility

- 1.1. The issue of the Credit Card Account and grant of the Credit Card Facility are subject to these Credit Card Account and Credit Card Facility Terms and Conditions as published and amended by us from time to time.
- 1.2. The Credit Cards are Visa-branded cards, issued by us under license of Visa.
- 1.3. The Credit Card Account is a Financial Services Product (a deposit-taking and transacting product) as defined in the Financial Advisory and Intermediary Services Act 37 of 2002.
- 1.4. The Credit Facility is a facility with a credit limit as defined in Section 8(3) of the National Credit Act 34 of 2005.
- 1.5. If you are granted a Credit Facility, the Credit Facility is attached to and maintained in association with the Credit Card Account therefore the Credit Facility will not be granted in the absence of the Credit Card Account.

2. Acceptance of these Terms and Conditions

- 2.1. The use of the Credit Card Account and/or Credit Card Facility by the FNB Credit Card Account Holder or the cardholder will be deemed as the FNB Credit Card Account Holder's acceptance of all the terms and conditions governing the agreement.
- 2.2. These terms and conditions are applicable to all FNB Credit Card Account Holders and cardholders save where the headings indicate otherwise.
- 2.3. By using the Credit Card Facility, the FNB Credit Card Account Holder and cardholder consent to FNB accessing any information recorded with any credit bureau. Any information relating to the non-compliance with the terms and conditions of any of the FNB Credit Card Account Holder's facility/ies, the application, opening and termination of your Credit Card Facility will be disclosed to and used by any other division of FNB and credit bureau. All credit bureaus provide a credit profile on persons as well as possibly a credit score on the credit worthiness of persons.



3. General obligations when using the Credit Card Account, Credit Card Facility, Credit Card and/or Petro Card

3.1. Only the cardholder may use the Credit Card and/or Petro Card

- 3.1.1. The FNB Credit Card and/or Petro Card Account Holder and the cardholder must ensure that no one else uses the Credit Card and/or Petro Card.
- 3.1.2. The cardholder may purchase goods and services with the Credit Card at merchants that accept Visa or Visa Electron branded Credit Cards (as applicable depending on the card type), and we will subsequently debit your Credit Card Account and/or Credit Card Facility. The FNB Credit Card Account Holder must repay us for all debits, fees and interest made to your Credit Card Facility.
- 3.1.3. The Credit Card Account and/or Credit Facility must not be used for any illegal transactions or to participate in online gambling activities and for the purchase of online foreign lottery tickets.
- 3.1.4. The FNB Credit Card Account Holder and cardholder warrants to FNB that the granting of and the use of the Credit Card Account and/or Credit Card facilities will not in anyway be a contravention of the Exchange Control Regulations or any similar regulations promulgated from time to time and that the FNB Credit Card Account Holder and the cardholder will comply with all relevant Exchange Control requirements. In addition, you are reminded that Exchange Control Regulations currently stipulate that "Cardholders" in whose name one or more bank credit and/or debit cards have been issued, may be permitted to make permissible foreign exchange payments for small transactions, e.g., imports over the Internet, by means of such credit and/or debit cards. The FNB Credit Card Account Holder and the cardholders must not exceed the allowed prescribed foreign exchange limits set by the South African Reserve Bank prescribed from time to time. It should be brought to the attention of cardholders that this dispensation does not absolve them from ad valorem excise and custom duties or from complying with the requirements imposed by Customs. The permissible Regulatory foreign exchange limits as prescribed in the Currency and Exchanges Manual for Authorised Dealers (AD Manual), may not be exceeded. Please refer to the AD Manual stored on the South African Reserve Bank's (SARBs) website, in order to comply with the applicable foreign spending limits on your credit card.
- 3.1.5. We are obliged to report transactions that occur outside the Common Monetary Area to the South African Reserve Bank, the South African Reserve Bank and/or the Financial Intelligence Centre.
- 3.1.6. Any transaction or payment in a currency other than South African Rand ("Rand") will be converted to Rand at Visa's prevailing rate of exchange on the date of posting the transaction to the cardholder's account. The transaction will appear on the FNB Credit Card Account Holder control account statement in Rand. The merchant may not process the transaction at the date of sale. We will convert all currency to Rand on the date it is processed.
- 3.1.7. Use of the Credit Card to access and transact over our other delivery channels like electronic banking or cellphone banking is subject to the terms and conditions of such other channels.
- 3.1.8. Should a merchant manually override the processing of a transaction, the FNB Credit Card Account Holder will be liable for the transaction.
- 3.1.9. The FNB Credit Card Account Holder's account will be debited when the transaction is processed. Be aware that merchants may not process the transaction at the date of sale. This can result in exchange rate differences which you will be liable for.
- 3.1.10. The Credit Card and/or Petro Card remains our property and must be returned to us immediately on our request. The Credit Card and/or Petro Card must not be tampered and the cardholder and/or FNB Credit Card Account Holder must not allow any other person to tamper with the Credit Card and/or Petro Card.
- 3.1.11. The Credit Card and/or device(s) (where applicable) must be kept in the cardholder's possession at all times.
- 3.1.12. The cardholder and FNB Credit Card Account Holder is responsible for the security of and access to their device(s), including the safeguarding of your device credentials. It is therefore the cardholder and FNB Credit Card Account Holder's responsibility to secure their device(s) and its contents by way of security features made available.
- 3.1.13. The Credit Card and/or Petro Card must be kept safe and the PIN details and/or any device credentials must be kept a secret and separate from the Credit Card and/or Petro Card or Device,
- 3.1.14. The cardholder must only use the Credit Card and/or Petro Card during the period stated on the front of the card. After this period the Credit Card and/or Petro Card will be invalid.
- 3.1.15. When a Credit Card is used to buy goods or services from a merchant, the cardholder may be required to sign a transaction voucher and/or apply your PIN, as required by the merchant.
- 3.1.16. Should the cardholder be issued with a contactless chip & PIN Credit Card, the cardholder may be required to merely tap the credit card within the wireless range of the point-of-sale device depending on the value of the transaction.
- 3.1.17. Should the cardholder make use of certain devices to effect payment from the credit card, the cardholder may be required to



hold their device within the wireless range of the point-of-sale device.

- 3.1.18. The Credit Card together with the PIN can be used to withdraw cash up to a maximum value (if cash is available) from selected point of sale devices at selected merchants from the Credit Card Account and/ or Credit Facility when buying goods or services.
- 3.1.19. We will not be liable if a merchant refuses to accept or honour the Credit Card.
- 3.1.20. It is our decision to authorise a transaction. We will not be liable if we do not authorise a transaction.
- 3.1.21. Conditions prior to use: You may only use the Credit Card Account,
- 3.1.22. Credit Card Facility and Credit Card once you provide FNB with the following (which must be acceptable to FNB in substance and form): all documents FNB may require to satisfy the requirements of the Financial Intelligence Centre Act, anti-terrorist laws and provisions and local and international sanctions and FNB's policies in respect thereof as well as whatever constitutional documents, authorisations, resolutions and mandates FNB may require. Should any utilisation take place prior to the fulfillment of these conditions, FNB may require you to secure full compliance with the unfulfilled conditions on demand and may treat noncompliance as a breach.

3.2. Petro Card

- 3.2.1. The Petro Card Account will be linked to a control account in the name of the FNB Credit Card Account Holder.
- 3.2.2. The cardholder may only use the Petro Card, at selected merchants, to purchase fuel and fuel-related products (including Petro, diesel, oil, additives and lubricants) and motor vehicle spares, parts and accessories.
- 3.2.3. The cardholder may also use the Petro Card to pay for motor vehicle repairs, vehicle maintenance services and toll fees.
- 3.2.4. The cardholder may only use the Petro Card in the Common Monetary Area.

3.3. Lodge Card

- 3.3.1. The Lodge Card is issued for use by the FNB Credit Card Account Holder at its nominated agent only and must remain lodged with the agent.
- 3.3.2. The Lodge Card may only be used for the specified purpose as stated in the application for this card.
- 3.3.3. It is the responsibility of the FNB Credit Card Account Holder to ensure that the Lodge Card remains lodged with the agent and that the card is used for the intended purpose, as agreed between the FNB Credit Card Account Holder and the agent.
- 3.3.4. Lost Card Protection is not available on the Lodge Card and the FNB Credit Card Account Holder will be held responsible for any unauthorised transactions, which take place on the Lodge Card.
- 3.3.5. The FNB Credit Card Account Holder acknowledges that the nominated agent is not our agent and will at all times indemnify and hold harmless FNB against any and all claims or legal actions, demands, losses and liabilities including all attorneys' fees and expenses of whatsoever nature incurred by FNB arising out of the agent's use of the card.
- 3.3.6. The FNB Credit Card Account Holder accepts all liability for all transactions made through the use of the Lodge Card and all fees/charges related to the use of the Lodge Card.

3.4. Aviation Card

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



4. Unauthorised use of the Credit Card, Credit Card Account and Credit Facility

- 4.1. The FNB Credit Card Account Holder and the cardholder must take all reasonable steps to prevent any unauthorised use of the Credit Card Account, Credit Card Facility, Credit Card and PIN (if a PIN has been issued), device and device credentials.
- 4.2. Any unauthorised transactions made and/or authorised using the PIN functionality and/or device credentials will not be covered by us and will be for your sole responsibility.
- 4.3. In the event of the device and/or Credit Card being stolen, lost or retained by the ATM (where applicable) and/or where the Credit Card details and/or PIN details and/or device credentials have been compromised, you must immediately notify us by calling the relevant lost or stolen card, fraud or card cancellations contact numbers contained in the contact details section of these terms and conditions, or contact your Banker or visit your nearest Branch. You can also report fraud on the FNB Banking App or channels.
- 4.4. Provided the FNB Credit Card Account Holder or the cardholder were not negligent in safeguarding the Credit Card or in reporting the Credit Card lost or stolen, FNB Credit Card Account Holder will not be liable for unauthorized and fraudulent transactions that occur on the Credit Card after the card was cancelled as a result of the loss or theft, except for PIN-based transactions or transactions approved by way of the FNB Banking App or channels and/or your device(s), where applicable.
- 4.5. Any delay in reporting the Credit Card or device lost or stolen, will be regarded as negligence and the FNB Credit Card Account Holder or the cardholder will have to prove to us that they were not negligent.
- 4.6. The FNB Credit Card Account Holder and the cardholder indemnify FNB and accept full liability for all specific and related losses as a result of any fraudulent activity in the event that the FNB Credit Card Account Holder and cardholder refuse or decline a request by FNB to have a card cancelled and reissued for whatever reason at FNB's sole discretion.
- 4.7. The FNB Credit Card Account Holder and cardholder shall always ensure that the Credit Card Account, Credit Card Facility and the Credit Card are not used in contravention of any anti-money laundering laws, local and international sanctions and local and international anti-terrorist laws and regulations.

5. System Malfunctions

- 5.1. We are not liable for any loss suffered by the FNB Credit Card Account Holder and/or the cardholder arising from any malfunction, failure or delay in any ATM, electronic point of sale device, access channel, service channel or shared networks.

6. Authority to debit the cardholder account

- 6.1. Each time the cardholder uses the Credit Card or the card details to transact on your Credit Card Account and/or Credit Card Facility, we will debit the cardholder's Credit Card Account with the amount of the purchase or cash withdrawal and/or transfers, whether or not a transaction slip or cash withdrawal voucher has been signed.
- 6.2. Transactions reflected on the cardholder account will be transferred to the FNB Credit Card Account Holder control account, monthly, on the billing date applicable to the FNB Credit Card Account Holder control account.
- 6.3. All payments we have made to a merchant for any transaction are final and irreversible, unless a reversal is allowed by the Visa rules and regulations, as published on by Visa from time to time.
- 6.4. A dispute between the FNB Credit Card Account Holder and/or cardholder and any merchant will not affect our right to debit the cardholder account with any transaction, transfer the transaction amount to the FNB Credit Card Account Holder control account and receive payment of the transaction amount.
- 6.5. We may, at our discretion, prescribe certain threshold relating to valid dispute chargebacks per cardholder. Any chargeback processed in excess to the threshold, may attract a per-transaction fee according to the pricing guide that can be found on the FNB website.

7. The credit limit on the FNB Credit Card Account Holder control account (applicable to the Credit facility)

- 7.1. We decide the credit limit on the Credit Facility of your FNB Credit Card Account Holder control account.
- 7.2. The FNB Credit Card Account Holder and the cardholder must ensure that they do not exceed the limit allocated to the Credit Card.
- 7.3. The FNB Credit Card Account Holder must ensure that it does not exceed the limit allocated to the FNB Credit Card Account Holder control account.
- 7.4. The FNB Credit Card Account Holder may apply for an increase in the credit limit on the cardholder's account.
- 7.5. The FNB Credit Card Account Holder must instruct us on how to allocate the FNB Credit Card Account Holder control account credit



limit to the cardholder(s).

- 7.6. The FNB Credit Card Account Holder and the cardholder are responsible for managing the Credit Card's credit limit.
- 7.7. We may decline a transaction if the cardholder has exceeded the credit limit on the Credit Card Facility or Credit Card.
- 7.8. If a transaction results in the cardholder exceeding his/her credit limit, it does not mean that we have extended or increased the credit limit on the Credit Card or Credit Card Facility.
- 7.9. We may, at our discretion and at any time, reduce the credit limit on your Credit facility. You will be notified of the reduction in writing. The reduction will take place upon the delivery of the written notice to you.
- 7.10. The FNB Credit Card Account Holder will be liable for any spend (utilisation) on the Credit Card Facility, regardless of the type of spend.
- 7.11. If the FNB Credit Card Account Holder or the cardholder(s) exceeds the credit limit, we may charge an excess limit fee (not applicable to NCA agreements).
- 7.12. If you exceed your credit limit you will be in breach of this agreement.

8. Interest (these principles would apply where the Credit facility is utilized)

- 8.1. Any change to the interest rate of your Credit Card Facility does not constitute a novation of the original credit agreement, unless expressly stated otherwise.
- 8.2. The interest rate is a variable rate which is linked to the Repo Rate and the interest rate can change when the Repo Rate changes.
- 8.3. **Interest-free period (These principles would apply where the Credit facility is utilized):**
 - 8.3.1. The FNB Credit Card Account Holder will not be charged interest on purchase transactions during the interest-free period, being the period from the date of the purchase transaction until the due date for payment, as reflected on the FNB Credit Card Account Holder control account statement.
 - 8.3.2. If the FNB Credit Card Account Holder pays the full outstanding amount on or before the due date shown on the FNB Credit Card Account Holder control account statement, no interest will be charged on the FNB Credit Card Account Holder control account, except for those transactions set out in clause 8.8, where interest will be charged from date of transaction.
 - 8.3.3. If the full outstanding amount is not paid by the due date shown on the FNB Credit Card Account Holder control account statement, the interest-free period will be suspended and interest will continue to be charged from the date of each transaction or fee on the Credit Card, until the full outstanding amount has been settled.
 - 8.3.4. When the FNB Credit Card Account Holder has settled its full indebtedness to us, we will restore the balance of the interest-free period, that is the period from date of full settlement until the due date for payment as reflected on the FNB Control account statement.
 - 8.3.5. Interest is calculated on all fees and charges from date of debit. If you do not pay your fees and charges within the interest free period, it will attract interest immediately.
- 8.4. **Interest on accounts that do not have an interest-free period:**
 - 8.4.1. If an interest-free period is not available on the FNB Control account, interest will be charged immediately from the date of each transaction, unless there is a credit balance on the account sufficient to settle the full transaction amount.
- 8.5. **Debit interest calculation**
 - 8.5.1. Debit interest will be calculated daily, and capitalised and charged to the FNB Control account and cardholder account monthly.
- 8.6. **Debit interest applicable to NCA Customers**
 - 8.6.1. Debit interest will be calculated, capitalised and charged to your account monthly at the rate as set out in the Quotation and will not exceed the maximum permissible interest rate allowed under the NCA.
- 8.7. **Debit interest applicable to Usury Act Clients**
 - 8.7.1. Debit interest will be calculated daily at the rate decided by us from time to time as shown on the FNB Control account monthly statement but will not exceed the maximum permissible annual finance charge rate allowed under the Usury Act.
 - 8.7.2. Debit interest will be calculated daily and capitalised and charged monthly at the maximum permissible annual finance charge



rate allowed under the Usury Act when this agreement ends and/or the Credit Card Facility ends.

8.8. Transactions that will always attract interest immediately

- 8.8.1. Interest will be charged immediately, from the transaction date, for the following transactions, unless if there is a sufficient credit balance in the cardholder account to settle the transaction amount:
 - 8.8.1.1. Cash withdrawals
 - 8.8.1.2. Travelers' cheque and certain forex transactions purchased with the Credit Card
 - 8.8.1.3. Electronic funds transfers which result in a debit balance on the cardholder account or the FNB Control account (as applicable)
 - 8.8.1.4. Fuel or fuel-related transactions with the Petro Card
 - 8.8.1.5. Any transaction whereby the Credit Card is not swiped at a point-of-sale device and considered to be a cash transaction.
 - 8.8.1.6. e-Wallet transactions (if applicable)
 - 8.8.1.7. All budget facility transactions and balance transfers.
- 8.9. Credit interest on the FNB Credit Cardholder account and the FNB Control account (applicable to the credit card account).
 - 8.9.1. FNB Credit Card Account Holders will not earn credit interest on any credit balance on the FNB Control account or the cardholder account. This may be reviewed at our discretion.

9. Budget Facility (if applicable)

- 9.1. On your request and at our discretion, we may make the budget facility available to you.
- 9.2. This budget facility entitles you to pay for transactions over an extended period as stipulated by you according to our guidelines.
- 9.3. Your first budget instalment on a purchase transaction using your budget facility will only be deducted from your straight facility on the first billing date after the date of your purchase. You can make additional payments into your budget facility at any stage during the budget period.
- 9.4. Fluctuations in interest rates may cause the period of payment to be extended or reduced.
- 9.5. If you choose to make use of the budget facility, the total amount outstanding, the monthly repayment, the current interest rate and other charges will be shown on your monthly account statement.
- 9.6. If you fail to pay any one instalment by the due date, the whole amount may become immediately due and payable.
- 9.7. Your monthly budget instalment is debited from your straight facility and not your budget facility.
- 9.8. You must expressly instruct us on our relevant contact numbers if payments made into your straight facility are intended to be allocated to the budget facility.

10. Product Base Rate

- 10.1. Your interest rate is a variable interest rate which is derived from the Repo rate. The interest rate can be changed at any time.

11. Liability

11.1. FNB Credit Card Account Holder liability

- 11.1.1. The FNB Credit Card Account Holder is liable to pay us any and all amounts debited to the FNB Control account and/or the cardholder account, irrespective of the account structure. The FNB Credit Card Account Holder will also be liable for interest levied on the transaction/s performed by the card holder and applicable fees/charges.

11.2. Cardholder liability

- 11.2.1. The transaction/s performed by the cardholder will reflect on the cardholder account and will be transferred to the FNB Control account on account billing date. The FNB Credit Card Account Holder will also be liable for interest levied on the said transaction amount/s and applicable fees/charges.



11.3. Suretyship

- 11.3.1. We may, within our discretion and at any time, request the directors or members (as applicable) of the FNB Credit Card Account Holder to sign a deed of suretyship, undertaking personal liability for amounts debited to the FNB Control account and the cardholder account.

12. Statements, Payments and Deposits

12.1. Monthly statement

- 12.1.1. We will make a monthly FNB Credit Card Account Holder control account statement available to the FNB Credit Card Account Holder that will show amongst others:
- 12.1.1.1. Each cardholder's transactions for the month
 - 12.1.1.2. Any interest, fees and charges
 - 12.1.1.3. The full amount owed to us; and
 - 12.1.1.4. The due date by which this amount must be paid.
- 12.1.2. Unless the FNB Credit Card Account Holder lets us know, in writing, within thirty (30) calendar days of the statement date that there is an error on the monthly statement issued to the FNB Credit Card Account Holder, the statement sent to the FNB Credit Card Account Holder will be considered to have been correct and final and binding.
- 12.1.3. Should the FNB Credit Card Account Holder not receive its monthly FNB Credit Card Account Holder control account statement, the FNB Credit Card Account Holder must bring this to the attention of our FNB Credit Card Division, otherwise it is deemed to have been received.
- 12.1.4. If any transaction is disputed, interest will accrue in the normal course on the transaction amount, in so far as the dispute is correctly disputed.

12.2. Payments and deposits

- 12.2.1. Payment may not reach us on the same day as it is made, due to possible delays and the time it takes to be processed. We consider the payment to have gone through only once we receive the funds and the funds are reflecting as a credit on your Credit Card Facility, as evidenced by our systems. Delays may occur for internal and external transfers or deposits.
- 12.2.2. All payments we receive on the Credit Facility will be credited as applicable, first to interest, then to charges and fees, and lastly to the outstanding credit limit.
- 12.2.3. Should your Credit Facility be in arrears, your credit facility will be suspended, and you will not be allowed to transact on your Credit Facility.
- 12.2.4. In the event you wish to pay an additional amount in order to increase the available limit on a cardholder's account, this must be paid into the cardholder/ additional user account. These account numbers are reflected on the subsequent pages of your statement.
- 12.2.5. A credit voucher will not be considered as a payment towards your outstanding amount on the Credit Card Account and/or Credit Facility. A credit voucher is a transaction record evidencing a refund or price adjustment by a merchant to be credited to your Credit Card Account and/or Credit Facility.
- 12.2.6. If your FNB Credit Card Account Holder control account is in arrears and there is an active credit balance available in the Cardholder Account, that credit balance may be transferred by the Bank from your Cardholder Account to cover any arrears on your FNB Credit Card Account Holder control account.

12.3. Auto Payment

- 12.3.1. In terms of the AutoPayment authorisation, you have to settle the full outstanding amount on the payment due date.
- 12.3.2. If you are a revolve FNB Credit Card Account Holder, you will be paying your account as indicated on your monthly account statement between the statement date and your payment due date as per the following:
- 12.3.2.1. Percentage of the Full amount due (10% of the outstanding balance or FNB may use its sole discretion and request for a higher amount).
- 12.3.3. Your Auto Payment authorisation can be obtained in writing duly signed by authorised signatories.
- 12.3.4. The payment instruction to your Bank may be delivered after being authenticated by you where such authentication is required.
- 12.3.5. In terms of the AutoPayment, we will deduct, monthly, on the payment due date, the required outstanding amount, in respect of the amounts due on your Credit Card account. Should your AutoPayment be returned unpaid, we will make further attempts to debit your account thereafter to ensure a successful payment, which costs you will be liable for.
- 12.3.6. Where you have an existing AutoPayment wherein you specified the date on which the AutoPayment is to be deducted from your account provided, we will continue to deduct monthly on the specified date. Should your AutoPayment be



returned unpaid, we will make further attempts thereafter to debit your account to ensure a successful payment, which costs you will be liable for.

- 12.3.7. You confirm that the banking details that appear on your AutoPayment authorisation are correct.
- 12.3.8. You authorise FNB to verify the banking details as provided by you for the purposes of effecting the AutoPayment.
- 12.3.9. The account provided for this purpose is compliant with the Financial Intelligence Centre Act ("FICA").
- 12.3.10. Should a payment be received (direct deposit or electronic transfer) before the AutoPayment is scheduled to run, the AutoPayment will not be processed for that month.
- 12.3.11. If the FNB account from which your AutoPayment is processed is closed by you at any time and your AutoPayment is returned unpaid, then FNB will be entitled to cancel your Credit Card Facility unless alternate AutoPayment arrangements have been made for the payment of your Credit Card Facility. Refer to clause 14 for ending this agreement.

13. Amendments to these Terms and Conditions

- 13.1. The FNB Credit Card Account Holder and the cardholder may not amend any of these terms and conditions unilaterally.
- 13.2. We will inform the FNB Credit Card Account Holder of any amendments by sending a 20 business days' notice.
- 13.3. It is the responsibility of the FNB Credit Card Account Holder to inform the cardholder(s) of the amendments.
- 13.4. We may inform the FNB Credit Card Account Holder of the amendment(s) electronically in which case we will give the FNB Credit Card Account Holder details of how to access the amended terms.
- 13.5. The amendments will be binding on all non-NCA FNB Credit Card Account Holders and each cardholder and will form part of these terms and conditions twenty-one (21) days after we have sent the FNB Credit Card Account Holder the amendments.
- 13.6. If the non-NCA FNB Credit Card Account Holder is dissatisfied with the amendments, it has the right to end this agreement before the end of the twenty-one (21) day period, in which case, the provisions of clause 14.4 shall apply.
- 13.7. The use of your Credit Card Account and/or Credit Card Facility by the non-NCA FNB Credit Card Account Holder after the effective date of the amendment would be regarded as your acceptance of the amended terms and conditions.
- 13.8. **Amendments applicable to NCA Clients only:**
 - 13.8.1. The FNB Credit Card Account Holder will be notified of amendments to these terms and conditions with the exception of pre-agreed automatic credit limit increases as indicated in clause 13.2.
 - 13.8.2. We may, to the extent allowed by the NCA, unilaterally amend these terms and conditions and notify you of the changes at least five (5) Business Days before the effective dates of these amendments in circumstances where such amendments reduce your liability in terms of this agreement.

14. Ending this Agreement

- 14.1. We may, within our discretion and for any reason, end our agreement and/or the cardholder's right to use the Credit Card Account and/or the Credit Card Facility.
- 14.2. Our right to act under clause 14.1 will typically be exercised if the FNB Credit Card Account Holder fails to pay us any amount due on time or at all, if the FNB Credit Card Account Holder breaches any term of this agreement, if there is fraud or we suspect there may be fraud on the FNB Credit Card Account Holder control or the cardholder account, if the FNB Credit Card Account Holder or your guarantor, or surety, or security provider is provisionally or finally liquidated or placed under judicial management or if we are compelled to do so by law or business rescue or administration or to be deregistered; or, being a partnership, dissolved.
- 14.3. Should an NCA FNB Credit Card Account Holder default on his/her account:
 - 14.3.1. We may terminate this agreement and the Credit Card Facility;
 - 14.3.2. Place any of your funds (credits) on hold pending a discussion with you about any amount you owe FNB; and/or
 - 14.3.3. Suspend the Credit Card facility; and/or
 - 14.3.4. Close the Credit Card Facility.
- 14.4. The FNB Credit Card Account Holder may, at any time, end this agreement by paying the full outstanding amount. The outstanding amount is the total of the following amounts: the total unpaid balance, the unpaid interest and all other fees and charges payable by the FNB Credit Card Account Holder to FNB up to the settlement date.



14.5. When this agreement and/or the Credit Card Facility and/or the cardholder's right to use the Credit Card ends:

- 14.5.1. The full indebtedness and/or the Credit Card Account Holder and the cardholder will immediately become due and payable.
 - 14.5.2. The FNB Credit Card Account Holder and the cardholder must pay us (in terms of the liability clause in this agreement) any amount outstanding under this agreement.
 - 14.5.3. The FNB Credit Card Account Holder will be solely responsible for destroying all the Credit Cards issued in the name of the FNB Credit Card Account Holder or specific Credit Cards, as requested by us.
- 14.6. Apart from other valid reasons to end your agreement, where there is fraud, or we suspect there may be fraud or other suspected illegal activity on your account or if we are compelled to do so by law, we will suspend your account without notice.
- 14.7. Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.
- 14.8. Applicable to Companies in terms of the Companies Act 71 of 2008 Should any steps to commence business rescue in respect of the FNB Credit Card Account Holder be taken, it shall be a breach of his agreement and we reserve the right to terminate this agreement and/or adjust or freeze any limit on the Credit Card Facility.

15. Where and how we may contact the FNB Credit Card Account Holder

- 15.1. You agree that We may send you any communication by hand, ordinary mail, registered mail (including registered email or registered SMS), e-mail, printable webpage or any other electronic communication method.
- 15.2. Any section 129(1)(a) default notice or section 86(10) termination of debt review notice will be delivered to you by any registered mail service (including registered email or registered SMS) or by hand, which will be served at your last known physical address or your physical address and/or electronic communication method as recorded in the quotation or on our systems.
- 15.3. Except for clause 15.2 documents, forms, notices or processes that We must by law serve on you will be served at your last known physical address or your physical address as recorded in the quotation or on our systems. (This is your domicilium citandi et executandi address, your chosen address to receive legal documents.)
- 15.4. Any legal notice, form, document or process you want to send to Us must be delivered to the following address: 3rd Floor; 1 First Place; Bank City; Corner Simmonds and Pritchard Streets; Johannesburg; 2001.
- 15.5. Either you or We may change the above addresses to another address by giving each other written notice (by hand; prepaid registered mail or e-mail at the following e-mail address: FNBCardCorp@fnb.co.za) of the new address. Notice must be given of the change at least 10 (ten) business days before the change will apply.
- 15.6. A document; form; notice or process will be treated as having been received by the party to whom it was sent:
 - 15.6.1. If delivered by hand during business hours (between 8h00 and 17h00) – on the date it was delivered.
 - 15.6.2. If posted by registered mail – at 10h00 on the fourth day after the post office issued the registration receipt.
 - 15.6.3. If posted by ordinary mail – at 10h00 on the fourth day after the document is posted. If sent by e-mail – on the date on which the notice was e-mailed.
 - 15.6.4. If sent by SMS or MMS – on the date on which the document was sent.

16. Usury Act of 1968, as amended

- 16.1. The Transitional Provisions of the NCA applicable to Usury Act Clients indicated in Schedule 3 of the National Credit Act can be obtained from our call centre on 011 369 2832 or viewed on our website.

17. Other important terms

- 17.1. The FNB Credit Card Account Holder must keep us informed of any changes to its financial situation.
- 17.2. The FNB Credit Card Account Holder may not refuse to pay any amount owing to us in respect of the FNB Credit Card Account Holder control account and/or the cardholder account on the basis that the FNB Credit Card Account Holder may have another claim against us.
- 17.3. The cardholder may not refuse to pay any amount owing to us in respect of the cardholder account on the basis that the cardholder may have another claim against us.



- 17.4. If we need to take legal action against the FNB Credit Card Account Holder and/or the cardholder to recover any amount they owe us, one of our managers or officers will produce a Certificate of Balance to the Court, recording the amount owed to us and that this amount is due and payable. If the FNB Credit Card Account Holder or the cardholder disagrees with this certificate they will need to prove to the Court that the certificate is incorrect. We do not need to prove the appointment of our manager or officer.
- 17.5. We are obliged by law to regularly update the FNB Credit Card Account Holder's and the cardholder's personal particulars. We may contact the FNB Credit Card Account Holder and the cardholder from time to time in this regard and the FNB Credit Card Account Holder and the cardholder will be obliged to provide us with the information requested.
- 17.6. Any indulgence that we may give the FNB Credit Card Account Holder and/or the cardholder, will not affect our rights against the FNB Credit Card Account Holder and/or the cardholder in terms of this agreement.
- 17.7. South African law will govern this agreement.
- 17.8. These terms and conditions, as amended from time to time, together with any application form by the FNB Credit Card Account Holder and the cardholder or the application information supplied to us telephonically or by e-mail, together with the eBucks rewards programme (if applicable) and value-add services' terms and conditions, form the whole agreement between us. The headings in this agreement will not affect the interpretation of it.
- 17.9. The FNB Credit Card Account Holder and/or the cardholder shall not be entitled to defer payment or refuse to make payment of any amounts payable by the FNB Credit Card Account Holder and/or the cardholder in respect of the FNB Credit Card Account Holder control account and/or the cardholder account, on the basis that the FNB Credit Card Account Holder and/or the cardholder has a claim or query regarding any of the services provided for in Sections C and D of this agreement.
- 17.10. FNB Credit Card reserves the right to impound your Credit Cards, which costs you will be liable for.
- 17.11. You may not cede (transfer) any rights or delegate (transfer) any obligations under this agreement without FNB's prior written consent. FNB may cede, assign or delegate its rights, obligations and/or security under this agreement.

18. Submitting a Credit Card related complaint

- 18.1. If you wish to lodge a complaint or compliment, you may contact us in writing on the following:
 - 18.1.1. E-mail to care@fnb.co.za
 - 18.1.2. Via www.fnb.co.za
 - 18.1.3. FRB: 087 575 9408
 - 18.1.4. FNB App "Have your say" under the information icon.
- 18.2. If you do not get a response within five (5) Business Days from submitting a complaint, please contact the FNB Complaints department on 087 575 9408 to check whether your complaint has been received.
- 18.3. FNB Service Recovery team will investigate any complaints received. The complaints resolution process is available from your branch, call centre or www.fnb.co.za
- 18.4. The names and contact details of Ombuds with Jurisdictions can be found on FNB App and FNB website and/or on the National Financial Ombud (NFO) Scheme South Africa NPC website.
- 18.5. **Alternate dispute resolution**
 - 18.5.1. You have the right to:
 - 18.5.1.1. refer any matter or dispute including those relating to allegations of reckless lending about the Credit Provider to an ombudsman with jurisdiction.
 - 18.5.1.2. file a complaint about any alleged contravention of the NCA or alleged reckless lending with the National Credit Regulator.
 - 18.5.2. make an application to the National Consumer Tribunal if allowed by the NCA.
 - 18.5.3. You have the right to resolve a complaint directly with us or using Alternate Dispute Resolution. To do this you must file your complaint with the relevant ombuds and regulators with jurisdiction. The contact details of our complaints area and the relevant ombuds and regulators are available on the FNB websites or on the National Financial Ombud (NFO) Scheme South Africa NPC website.



19. Debt Review

- 19.1. This clause only applies if the Agreement is subject to the NCA. Juristic persons may not apply for debt review under section 86 of the NCA.
- 19.2. If you are not a juristic person: You may apply to a debt counsellor to have yourself declared over-indebted under section 86 of the NCA. To do so you must complete an application form (available from the National Credit Regulator or debt counsellor) and submit it to a debt counsellor. Debt counsellors may require you to pay a fee before they will accept your application. Upon receipt by the debt counsellor of the application, the debt counsellor must provide you with proof of receipt of the application and notify all credit providers and every registered credit bureau about your application. The debt counsellor will conduct an assessment of your financial affairs.

20. Breach

- 20.1. You will be in breach of this agreement in the following instances:
- 20.2. You are in breach if you fail to pay any amount on the due date.
- 20.3. Your security lapses, or is, or becomes void or unenforceable.
- 20.4. If you exceed your maximum facility limit.
- 20.5. If the Account Holder defaults in the due payment or due performance of any amount payable or obligation to be performed under any agreement to anyone, which amount or which obligation the Bank considers to be material, the Bank may in its sole discretion request the Client to provide additional security, or to proceed with any other course of action to protect the Bank's interest herein. A default in this Agreement, shall constitute a default in any the other agreements held by you with the Bank and a default in any one or more of such agreements shall constitute a default in this Agreement.
- 20.6. If any judgement is granted against you, or your guarantor, or surety, or security provider and it is not satisfied within fifteen (15) Business Days thereafter and/or any of your, or your guarantor's and/or surety's and/or security provider's asset/s is attached by writ of execution;
- 20.7. If you are a company or close corporation and you take any steps to place yourself under business rescue supervision in terms of the Companies Act no. 71 of 2008;
- 20.8. If you, or your guarantor, or surety, or security provider commit an act of insolvency mentioned in the Insolvency Act 24 of 1936, as amended from time to time or an act that gives or may give rise to your or their being or becoming liable to be wound up by a court of law;
- 20.9. If you sell the whole or a major portion of your business or assets;
- 20.10. If you apply for assistance under the Agricultural Debt Management Act 45 of 2001 as amended;
- 20.11. If you have given us information in the credit agreement that is not correct or if you failed to disclose material information that would have influenced FNB's decision to grant any banking facilities and/or the overdraft facility limit to you;
- 20.12. If you generally do or allow anything to be done that may prejudice FNB's rights or interests.

21. Set-off

- 22.1. In terms of common law and where the agreement is not subject to the NCA, the Bank has the right, if necessary, where you are in default or breach of this Credit agreement, to set-off any outstanding amounts that are due and payable against funds (credits) available in other accounts you have with the Bank.

22. Legal Costs

- 22.1. You will be liable for all legal and collection costs if FNB has to enforce this agreement or protect its rights under this agreement. Such collection costs will include legal costs as on the scale between attorney and client; collection commission; tracing fees and other fees or disbursements incurred by FNB to collect any amounts you owe FNB, including VAT where applicable. This clause shall not apply if the agreement is subject to the NCA, in which case you will be liable for collections costs and default administration charges as set out in the NCA.



23. Jurisdiction

- 23.1. Under Section 45 of the Magistrates Court Act 32 of 1944, as amended, you consent to FNB enforcing any of its rights under this credit agreement, against you in the Magistrates Court for any district that has jurisdiction. FNB can still at its option institute proceedings in any division of the High Court of South Africa that has jurisdiction if this agreement is not subject to the NCA.

24. How we treat your personal information

- 24.1. The purpose of this clause only, the FirstRand Group means, and references to "we", "us" or "our" are references to: the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.
- 24.2. Your personal information (which, for the purposes of this clause, includes special personal information) will be held by entities within the FirstRand Group.
- 24.3. 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 clause. The Privacy Notice can be found on our platform, website or contact us to request a copy.
- 24.4. By utilising any products or services (Solutions) offered by us, you acknowledge that in order to: conclude and fulfil contractual terms or obligations to you; comply with obligations imposed by law; or to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs; your personal information may be processed through centralised functions and systems across entities 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 clause, we will explicitly seek your consent separately.
- 24.5. 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.
- 24.6. For the purposes of this agreement the responsible party is the party with whom you are contracting a Solution (utilising a product or service), 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.
- 24.7. **Take Note:** FNB endeavours to stop or prevent any criminal activities including money laundering and terrorist financing because of this FNB can do any of the following things if it considers it is necessary to do so, or if South African and international laws, rules regulations restrictions and policies ('the laws') require it to do so:
 - 24.7.1. FNB may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. FNB will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
 - 24.7.2. FNB can refuse to do business with any person or entity that it considers undesirable.
 - 24.7.3. FNB will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
 - 24.7.4. FNB can end its relationship with a customer.
 - 24.7.5. FNB can monitor any transactions and instructions.
 - 24.7.6. FNB can request further information before acting on any instruction or transaction. FNB can verify any transaction or instruction or recipient before processing it. This may result in a delay in FNB carrying out the instruction.
 - 24.7.7. FNB can refuse to carry out any instruction or transaction.
 - 24.7.8. FNB can place a hold on any account or facility.
- 24.8. You agree to assist FNB to comply with the laws by providing FNB with all the information and documents it requires. If you fail to do so or provide false information FNB can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you.
- 24.9. **Take Note:** FNB will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if it does any of the things mentioned above, or anything else necessary to comply with the laws.



25. Deposit Insurance

25.1. Qualifying Products held by FirstRand Bank Limited may fall within qualifying deposits covered by the Corporation for Deposit Insurance (CODI) up to the limit of cover and if held by a qualifying depositor, as specified in the Deposit Insurance Regulations made in terms of the Financial Sector Regulation Act 9 of 2017. You may access more information on deposit insurance and CODI on the webpage of the South African Reserve Bank. Further information about qualifying deposits and qualifying depositors can be found on our websites.

SectionB

Account Charges and Fee

26. Charges and Fees

- 26.1. A Credit Card Account Fee will be charged for the administration and maintenance of your Credit Card Account.
- 26.2. A Credit Limit Fee will be charged monthly for the routine administration of maintaining your Credit Facility (Only charged for non-NCA).
- 26.3. Apart from the credit related charges to your Credit Facility, your Credit Card Account will be debited for non-credit related charges for the Credit Card Account.
- 26.4. You may get a copy of our pricing guide from any FNB Branch, or by contacting our Credit Card Division, or on our website.
- 26.5. Fees and charges are reviewed annually or at any time at our discretion in which event you will be given twenty (20) business days' notice before the change is effected.
- 26.6. Once debited to your Credit Card Account and/or Credit Facility, fees and charges are non-refundable and will not be reversed.

SectionC

Reward programme (not applicable to RMB Corporate)

27. eBucks Rewards

- 27.1. Kindly visit www.ebucks.com for Terms and Conditions pertaining to eBucks Rewards. By virtue of accepting these Terms and Conditions, the customer also accepts the Terms and Conditions pertaining to eBucks Rewards.



Section D

Value Added Benefits and Service

28. Automatic Global Travel Insurance

- 28.1. The Schedule of benefits, policy wording and benefits summary for Global Travel Insurance will form part of these Terms and Conditions. To view the schedule of benefits, policy wording and benefits summary for Global Travel Insurance, please visit www.tic.co.za / FNB website.

29. AA Emergency Roadside Assistance (Automatically included on FNB Business Petro Card)

29.1. Benefits summary

- 29.1.1. The AA Emergency Roadside Assistance benefits ("the benefits") are available to valid Petro Cardholders.
- 29.1.2. If the credit card account is in arrears, we will suspend the benefits until the Credit Card Account Holder restores its account to an acceptable status.
- 29.1.3. The benefits apply to motor cars, four-by-four vehicles and light commercial vehicles with a carrying capacity of not more than 2.5 tons with GVM not exceeding 3.5 tons.
- 29.1.4. The benefits are available in the Republic of South Africa only.
- 29.1.5. The benefits are not transferable.
- 29.1.6. The benefits are available if the vehicle breakdown is caused by mechanical or electrical failure only. If the vehicle is involved in an accident, the cardholder may contact our dedicated AA call centre number, but all services rendered by the AA will be for the account of the cardholder.
- 29.1.7. FNB will only cover the roadside benefit provided the breakdown or incident is on public accessible roads. Off road tracks and trials are not covered in this service.
- 29.1.8. Benefits are to be used at time of breakdown. Benefits cannot be saved for another day or sometime in the future.

29.2. How the benefits work

- 29.2.1. The benefits must be arranged through our dedicated AA call centre telephone number only.
- 29.2.2. Out of fuel - Provision of fuel to a maximum of ten (10) liters (cost of fuel is for cardholder's account).
- 29.2.3. Depending on the nature of the assistance the AA may dispatch patrol services which may comprise of flat tyre change, battery sales (cost for battery is for cardholder's account), jump start, key lockout services and/or minor roadside repairs. These services are limited to forty (40) kilometers round trip. Thereafter the additional kilometers are for the cardholder to pay.
- 29.2.4. When the breakdown happens more than one hundred (100) kilometers away from the cardholder's home or the trading address, the AA will pay for one of the following costs up to an agreed maximum amount, the details of which are available on the FNB Website:
- 29.2.4.1. Vehicle hire services for a group B car or equivalent, for an hour. Only a day's rental will be covered; or
- 29.2.4.2. Alternate accommodation
- 29.2.5. The cardholder has access to only one benefit per incident and cannot use all the benefits at the same time.
- 29.2.6. The rental agreement for the vehicle is between the cardholder and the rental company. All terms and conditions are those of the rental company. All costs over and above the 24hr rental rate is for the cardholder's account.
- 29.2.7. Accommodation or repatriation benefits are available only when the breakdown happens more than one hundred (100) kilometers from the cardholder's home or the place of work.
- 29.2.8. The cardholder is to make their own accommodation arrangements for the night and then claim back post the event. The AA will require an official invoice from the establishment. The cardholder must pay for any extra costs incurred, such as laundry, mini-bar, videos and meals directly to the hotel before leaving. This benefit cannot be used in conjunction with the car hire or repatriation benefit.
- 29.2.9. The AA will pay for locksmith services up to an agreed maximum amount, the details of which are available on the FNB Website, if your keys are locked in your car. The AA will not pay for locksmith services to repair and replace locks, ignition switches or for cutting keys. If the incident is outside metropolitan areas, the cardholder will be billed for the additional costs over and above the agreed maximum amount. The costs will be subject to locksmith specialist rates.



- 29.2.10. The AA will not pay for storage fees, replacements parts or their transport, vehicle repairs, charges for help arranged directly by the cardholder and charges for help arranged directly by you or charges for help given to you by a private person.
- 29.2.11. The "Stand by You" service is a service where a security guard is posted to you when your car breaks down. Kindly note:
- 29.2.11.1. The sole purpose of the Service is to minimise the risk of injury to and/ or attack of the cardholder and other occupants of such cardholder's vehicle.
 - 29.2.11.2. The Service is only available in certain metropolitan areas.
 - 29.2.11.3. The Service is subject to availability and certain areas are excluded from the Service. Therefore, should the Service be requested in an area not covered by the Service, the AA will at the request of the cardholder, contact the South African Police Service (SAPS) to dispatch an officer to stand guard with the cardholder while they wait for the AA patrolman to arrive. Note that the AA cannot guarantee the turnaround time or arrival of the SAPS officer.
 - 29.2.11.4. The Service can only be requested if the breakdown of the vehicle occurred at the roadside and not at any other location.
 - 29.2.11.5. In order to obtain the Service, the cardholder must request the Service from the AA Emergency Call Centre at the same time of requesting roadside assistance if they are feeling unsafe. The AA will not automatically dispatch the Service to the cardholder.
 - 29.2.11.6. Cardholders can only activate the Service by contacting the dedicated FNB AA Emergency Call Centre. The cardholder must provide sufficient information to enable the AA to locate where he/ she is stranded.
 - 29.2.11.7. The Service can only be used in conjunction with roadside assistance rendered by the AA. A cardholder will not be entitled to use the Service in isolation.
 - 29.2.11.8. Possible delays to respond to a cardholders' call-out, which are beyond the AA and ADT Security's control, may be experienced in certain areas due to traffic patterns, weather conditions, peak service demands experienced by ADT Security, limited available ADT Security fleet capacity and other relevant factors.
 - 29.2.11.9. On arrival at the incident scene, the ADT Security response officer will wait with the cardholder as long as the ADT Security response officer deems necessary and provided that no immediately threatening emergency alarm situation arises in the vicinity of the attending ADT Security response officer which may require the withdrawal of the ADT Security response officer from the incident scene prior to the arrival of the AA. The AA will endeavor to arrive at the incident scene prior to the departure of the ADT Security response officer from the incident scene.
 - 29.2.11.10. Under no circumstances will ADT Security or the AA assist the cardholder in providing an escort service, transportation or home security service. Furthermore, the attending ADT Security response officer will not be permitted to provide the cardholder any form of roadside assistance.
 - 29.2.11.11. ADT Security as an independent contractor will render the Service provided in terms of This Agreement to the cardholder on behalf of the AA.
- 29.2.12. It is recorded and agreed that the services of ADT Security and the AA cannot guarantee safety or prevention of loss, liability, injury and damage of whatsoever.

29.3. Other important information

- 29.3.1. The AA accepts no liability for loss or damage to the vehicle or any of its parts or accessories while it is unattended, or while it is in the care or under the control of any contractor or garage or its employees or any other person. FNB similarly do not accept this liability.
- 29.3.2. The AA will help in any way possible to resolve disputes with AA appointed contractors where loss or damage occurred while the vehicle was in the care or control of these contractors.
- 29.3.3. Where the vehicle is towed, the AA accepts no responsibility for the safekeeping or transport of the cardholder's personal belongings, which will have to be removed from the vehicle before towing.
- 29.3.4. FNB and the AA reserve the right to refuse any service or benefit where the AA service is being abused, used fraudulently or is no longer valid.

30. SLOW Domestic, SLOW XS and SLOW International Airport Lounges ("SLOW Lounge/s")

- 30.1. General access to the SLOW Lounges is determined independently from qualifying criteria being met. You may access the Lounge on presentation of your qualifying card; however, access depends on the space available in the Lounge at the time of entry. Every entry into the Lounges is charged for and will reflect as a fee on your Credit, Fusion or Debit card statement. The fee will only be reversed if you meet the qualifying criteria which are available on our websites and may be updated from time to time. It is your responsibility to familiarise yourself with the qualifying criteria. To view the full SLOW Lounge terms, conditions and rules, please visit the eBucks website.



31. Dormant Account

- 31.1. We will notify you on the contact details provided by you, before your account is deemed dormant.
- 31.2. When your account is deemed dormant any cards or service linked to your account which are not in arrears will also be regarded as dormant.
- 31.3. Should you fail to respond to our notice, we will close your dormant account. We will notify you before we close your dormant account.
- 31.4. You have the right to claim any credit balance in your dormant account. In the event that the account is closed, you have a period of sixty (60) years from closure to claim any credit balance. To claim funds, please refer to clause 31 below.
- 31.5. To lift the dormant status on the account, contact us via SecureChat, or your Banker or Branch to re-activate the account.

32. Escheatable Claims Procedure

32.1. Notifications and submission:

- 32.1.1. The claimant (you, a family member, or appointed executor) must notify FNB Bank, of your intention to claim, with the necessary legal documentation directly as soon as possible before (while the account is Inactive) or after (classified as an Escheatable account).
- 32.1.2. We will notify you on the contact details provided by you, advising of the unclaimed balance on your credit card account before the account is classified as Escheatable and before the account is closed by us.
- 32.1.3. If we are not able to contact you, we will close your account and place the funds into a secured account until you come forward to claim the funds.
- 32.1.4. You need to update your contact details with us on a regular basis. Validation of claims can be done telephonically or by e-mail on 087 575 1111; E-mail: Dormant.Claims@fnb.co.za.

32.2. Documentation:

- 32.2.1. You can request claim forms, documentation or information from us by using the contact details provided above. The claimant must provide FNB with all documents, reports and information necessary to assess the claim. We reserve the right to request any additional information, in order to verify or process the claim.

32.3. Conditions:

- 32.3.1. If you submitted an Escheatable claim, we reserve the right to request updated and certified documentation relating to proof of the claimant with the required completed forms before a claim can be paid out.
- 32.3.2. The claimant can claim unclaimed funds for a period of sixty years from the day the account became dormant, if they can prove the claim and complete the claim forms. Once the Escheatable account is closed, no interest shall accrue to the account once transferred to an account to safekeep the funds.

33. General – Value Added Benefits and Services

- 33.1. To qualify for any value-added solutions, your FirstRand group of companies' relationship must be in good standing. Good standing means that none of your solutions should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with the FirstRand group of companies.
- 33.2. Legal process means any legal proceedings in any court of law involving you and the FirstRand group of companies including but not limited to business rescue, judicial management, curatorship, receivership, collections, liquidation, administration, wounding-up and sequestration proceedings.
- 33.3. For the purposes of this clause, legal process will exclude debt review, but this will still have an effect on the qualifying criteria of all value-added solutions.
- 33.4. Amendments to the Value-Added Benefits and Services' Terms and Condition.
- 33.5. We may, at our discretion and at any time, amend the value-added benefits and services applicable to the Credit Card Account on 20 business days' notice.



Definitions used in this Agreement

"AA" means the Automobile Association of South Africa.

"access channel" means any form of access technology including the Internet or mobile phone technologies or Interactive Voice Response (IVR) system.

"ATM" means an Automated Teller Machine.

"Attorney and own client scale" means fees which a client agrees to pay his attorney for services rendered in respect of a legal matter.

"Authentication" means the process of authorising a debit order mandate by the consumer using an authentication method that has been endorsed by the consumer's Bank.

"AviationCard" means an Aviation Card issued by us in the name of the FNB Credit Card Account Holder and the cardholder.

"Business Day" means any day other than a Saturday, Sunday or official public holiday in South Africa.

"FNBCreditCardAccountHolder" means the FNB Credit Card Account Holder which has applied for credit card facilities with us and to which we have issued cards in terms of this agreement.

"FNBCreditCardAccountHoldercontrolaccount" means the FNB Credit Card Account Holder credit card control account opened by our Card Division in the name of the FNB Credit Card Account Holder.

"card" means a Visa credit card, Visa Electron credit card, Petro Card, Lodge Card, or Aviation Card issued by us in the name of the FNB Credit Card Account Holder and the cardholder. The list of cards mentioned is not exhaustive.

"cardholder" means the person nominated by the FNB Credit Card Account Holder to be issued the card.

"cardholderaccount" means the FNB Credit Card Account Holder credit card account opened by FNB's Credit Card Division in the name of the FNB Credit Card Account Holder and the cardholder, which account is linked to the FNB Credit Card Account Holder control account.

"cardscheme" means the credit card scheme operated by FirstRand Bank Limited.

"channels" FNB Banking App, Cellphone banking, online banking, branch banking, ATM banking, SecureChat, Service Suites, Private Bankers.

"chip" means the integrated circuit that is embedded in a plastic card and which is designed to perform processing and/or memory functions

"Common Monetary Area" means South Africa, Namibia, Lesotho and Eswatini.

"contactlesschip&PIN" means a plastic card, commonly called a chip card, with an embedded chip and antenna.

"consumer" means the party to whom credit is granted under a credit facility.

"credit card" means a contactless chip & PIN credit card or Visa Electron contactless chip & PIN issued by us in the name of the FNB Credit Card Account Holder and the cardholder.

"credit provider, the bank, we, us, our, FRB" means FirstRand Bank Limited, a registered bank, registration number 1929/001225/06.

"device(s)" includes but is not limited to, a piece of mechanical or electronic equipment, associated firmware, applications, software, websites, APIs, wearables, mobile devices, products, and services.

"devicecredentials" includes but is not limited to password, passcodes, login details used as a method of accessing or authorising a transaction through a device.

"dormantaccount" is any account that is considered inactive or unclaimed, where there is no customer-initiated activity or contact for 12 consecutive months.

"escheatable" is the process of identifying customer's accounts that are dormant with a credit balance

"FNB" means First National Bank, a division of FirstRand Bank Limited.

"GVM" means Gross Vehicle Weight.

"inactive account" is any account on which no customer-initiated activity has occurred for a period pre-determined by the bank in accordance with the rules relating to the specific type of account and which contain monies that have not been claimed or a zero balance. If the account is not in use for the predetermined period, or if the account balance is less than the amount as advised by FNB from time to time, FNB may close the account.

"LodgeCard" means a Lodge Card issued by us in the name of the FNB Credit Card Account Holder and the cardholder.

"NationalCreditAct" means the National Credit Act 34 of 2005.

"PetroCard" means a Petro Card issued by us in the name of the FNB Credit Card Account Holder and the cardholder.

"PIN" means the personal identification number linked to the card and/or a One Time PIN ("OTP").

"RepoRate" means the rate at which the Central Bank lends cash to the banking system, which is an indicator for short term interest rates.

"UsuryAct" means the Usury Act No. 73 of 1968, as amended.

"Visa" means Visa International Services Association.

Contact Details and Complaints Process

FNB's registered address

Physical Address

Group Company Secretary's Office, 1st Floor 4 Merchant Place
Cnr Fredman Drive and Rivonia Road Sandton
2196

FNB's registered address

Physical Address

3 First Place BankCity
Cnr Jeppe & Simmonds Streets Johannesburg
2001

Postal Address

PO Box 1420
Johannesburg 2000
Tel: 011 371 1212
Fax: 011 352 9904
E-mail address: fnbcard@fnb.co.za Website address: www.fnb.co.za

FNB credit card compliance officer

Physical Address

The Compliance Officer 3rd Floor 1 First Place BankCity
Cnr Simmonds and Pritchard Streets Johannesburg
2001

Postal Address

First National Bank PO Box 1153
Johannesburg 2000
Tel: 011 371 7953
Fax: 011 371 2192

FNB credit card complaints department

Tel: 087 575 9408
E-mail address: ceocomplaints@fnb.co.za or care@fnb.co.za
Website address: www.fnb.co.za

Legal notices may be served at

Physical Address

Compliance Support at Interbank Risk & Compliance
3rd Floor
1 First Place BankCity
Cnr Pritchard and Simmonds Streets Johannesburg
2001

The national credit regulator

(Regulates Creditors / Debt Counsellors / credit bureau) / The National Consumer

Tribunal (Complaints))

Tel: 0860 627 627
Website address: