

## FNB FLEXI FIXED DEPOSIT ACCOUNT RULES

Amount you must deposit into the account when you open it	ZMK 100 (one hundred Kwacha)
Your account may not fall below this balance	ZMK 100 (one hundred Kwacha)
What interest will you earn, how and when is it calculated and paid?	Interest is linked to the prime lending rate of FNB Zambia. Changes in interest rates are effective immediately. Interest is calculated daily and paid monthly. You must tell us where we must pay you the interest you have earned at the end of each month or it will automatically be paid into this account.
Can you deposit money into the account at any time?	You are allowed to make deposits into the account at any time.
Fees you must pay us	Penalty fees will apply if you make an early withdrawal. Refer to the "Withdrawals" section of these rules.
The minimum amount of time the money must stay in your account	For a FIXED period, as per the agreed term invested for. Refer to confirmation letter which sets out the term.
When can you withdraw money from the account?	You are allowed to make two withdrawals over the term of the investment. Each withdrawal may not exceed 15% of the available balance of the account. Withdrawals from your account can be made after giving the bank at least one day notice. Any further withdrawals are not allowed. In extreme circumstances we may at our discretion allow additional withdrawals. However, these withdrawals will attract penalty fees as determined by us from time to time and may reduce your capital amount
What happens at the end of the investment period?	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 time period as the matured investment. In the case of automatic re-investments, you have a 14 day grace period from the renewal date to change the investment instructions.

## INCONTACT TERMS AND CONDITIONS

- The inContact Service is a messaging system which provides you with notifications of certain account activity via SMS and/or email to your selected mobile number and/or e-mail address.
- These terms and conditions apply to *inContact* and *inContact PRO* (an enhanced form of inContact). They form a binding agreement between you and FNB. You must read these terms and conditions carefully. Contact us if you don't understand any part of these terms and conditions. These terms and conditions must be read with the FNB General Terms and conditions located at [www.fnb.co.za](http://www.fnb.co.za). By using *inContact* and/or *inContact PRO* you agree to be bound to these terms and conditions.
- The types and values of transactions that we provide notifications for do change from time to time. Because of this you must still take the necessary precautions to safeguard your accounts, cards and banking channel access mechanisms, such as passwords and PINs. You are responsible for ensuring that the Bank has your correct mobile numbers and/or email addresses. We will not be held responsible if your SMS and/or email is sent to the wrong number or address. Your *inContact* information can be updated electronically using the Online Banking channel, by contacting the customer contact centres or by visiting a Branch.
- We cannot guarantee receipt or delivery of an SMS and/or e-mail as the Bank uses external third parties for relaying of SMS and/or e-mail. Although we do send you inContact notifications your statement will be the main and final record of all transaction on your account. You must therefore check all entries on your statement immediately upon receipt of your statement. You must report any unauthorised transaction or errors within 30(thirty) days from the date of the statement. Should you fail to do so all entries will be assumed to be correct and authorised. FNB will not be held responsible for any losses suffered as a result of your failure to notify us timeously of suspicious or unauthorised transactions.
- inContact is designed to assist you to track activity on your account and minimise potential unauthorised transactions. It is important that you read you inContact notifications as soon as you receive them. You must notify FNB about any suspicious or unauthorised transactions on your account within 24 (twenty four) hours. If you fail to do this, you agree that FNB can treat the transaction as correct and hold you legally responsible for the transaction as if you had done or approved it. In the event of a dispute regarding when a message was sent our system records will serve as proof of the date and time of the sending of the message unless you can prove otherwise.
- inContact subscribers can access Cellphone Banking Lite by dialling \*120\*321#. This allows you to monitor your accounts as it enables you to view transactions and balances on all accounts linked to your profile. Further you can perform limited value transactions. Should you wish to not avail of this service the functionality **can be disabled** by dialling \*120\*321# and following the menu options.

## REMOTE BANKING AGREEMENT

This agreement applies to you if you use any of the following banking service channels: FNB Online Banking and FNB Cellphone Banking.

### 1. ACCEPTANCE AND REGISTRATION

This agreement records the terms and conditions that applies to the bank's non-face to face remote banking service channels, which includes Online Banking (excluding Online Banking Enterprise) and Cellphone Banking("service channels").

It forms an agreement between First National Bank of Zambia Limited, with registration number 72041 ("the bank") and the bank's customer and if applicable, those natural persons the customer has chosen to access and/or transact on its accounts, using the service channels "users"). For convenience, in this agreement "you" or "your" refers to both "the customer and user(s), or the customer or a user, as the context requires" and (where appropriate) also refers to any separate legal entity, such as a company. In this agreement "we, us, or our" only refers to the bank. This agreement governs your and our rights and obligations when you use any of the service channels. You will become bound to the most recent version of this agreement when you register to use any of the service channels; obtain access rights; access mechanisms and/or access codes to use any of the service channels; or when you use any of the service channels, whichever happens first. Before you can use the service channels you must register on the service channel. FNB customers refer to [www.fnbzambia.co.zm](http://www.fnbzambia.co.zm) ("the website") for more information on how to register for the different service channels. To use the service channels you must be at least 18 years old or have your parent/legal guardian's consent or be emancipated. By registering to use the service channel you confirm that you are at least 18 years old or have your parent/legal guardian's consent or have been emancipated, as the case may be. Please also see our Privacy Policy (found on the website), which explains how, and when we collect, use, share and store your personal information. Nothing in this agreement must be interpreted to exclude any rights granted to you by any applicable law.

### 2. OTHER AGREEMENTS ALSO APPLY TO YOU

Certain products and services that you use or access via the service channels are subject to their own terms and conditions, such as the bank accounts or services you access, your ATM card, credit and debit card. This agreement (governing the use of the service channels) must be read together with, and forms part of, each product agreement. In the event of conflict between this agreement and such other terms, the provisions of such other terms will prevail to the extent of the conflict.

- Prepaid products are subject to the terms and conditions of the applicable Network Operator or service provider.

You must also comply with the guidelines published on the service channel from time to time. If there is a conflict between this agreement and such guidelines, this agreement will override the guidelines.

From time to time we may include hyperlinks to terms and conditions ("Terms") on the service channels which are available elsewhere. Where it is not possible to use a hyperlink we may refer to the Terms on the service channel. You must follow our instructions or follow the hyperlink and read the Terms, as they form part of the agreement between you and us. If the service channel you are using does not enable you to access the Terms via a hyperlink or if we merely refer to the Terms you must visit our website, our branches or contact us or follow our instructions, to obtain a copy of the Terms.

### 3. FEES

Refer to our pricing guide for more information on any monthly access fees or transaction fees that apply. A copy can be obtained on the website, or from any bank's branch. Fees (if applicable) will be debited from your nominated bank account. If you don't pay our fees we may refuse you access to the service channel.

### 4. ACCESS CODES

For security, identification and verification purposes, when using the bank's service channels, you will make use of a variety of access codes to identify yourself, such as your access number, Personal Identification Number ("PIN"), Cellphone Banking Personal Identification Number ("Cellphone Banking PIN"), card number, account number, User ID and Password, etc. These are all called your "access codes". You are responsible for keeping your access codes secret. Only you may use your access codes. You must not give/show your access codes to anyone else, including anyone who is from the bank or claims to be from the bank. Do not keep your access codes together with other Banking documents or any devices you use to gain access to the bank's service channels. (E.g. your cellphone). The customer has the right to demand the return of any physical devices we provided to its users. The customer, however, is not entitled at any time to use, have any knowledge about or access to any user's access codes. When the customer repossesses such physical access device it must notify the bank in writing or via the helpline, and the card or device must be destroyed or returned to the bank. You must also follow the tips for creating/safeguarding your access codes, as published in the bank's Security Centre from time to time. You may not register for the service or access the service channel using someone else's access codes, information or device. Because we deal with you remotely (non-face-to-face) you authorise us to act on and accept all instructions/transactions("transactions") that occur after your access codes have been entered or applied. We are entitled to assume that all such transactions have been authorised by you, even if such transactions took place without your knowledge or consent or were not authorised. This will not apply to transactions that occur after you have requested that we disable any access code. You must tell us immediately if you know or suspect that your access code(s) have been lost, stolen or may be misused. If there is a dispute about this, the duty is on you to prove that you notified us accordingly. After we have disabled your access codes we can reject instructions received after such access codes were disabled. We may also (if possible) suspend or reverse instructions received (but not yet processed) before the access codes were disabled. We may refuse to process instructions/communications or can disable your access, if you don't meet the verification criteria required by us from time to time.

### 5. NOTICE TO CELLPHONE BANKING CUSTOMERS

You agree that FNB can obtain your cellphone number from your network operator. For your protection, FNB may (but is not obliged to) use your cellphone number for authentication purposes.

## 6. ACCOUNT INFORMATION

Certain account balance information that is provided on the service channels may be delayed and may therefore not reflect recent transactions. You can confirm your account balance information by contacting us.

## 7. NO OFFER

Unless clearly stated, all material on the service channel merely constitutes an invitation to do business with us. It does not constitute advice or an offer or solicitation to buy or sell, to dispose of, or enter into any investment or transaction.

## 8. INSTRUCTIONS RECEIVED WILL NOT BE PROCESSED IF FUNDS ARE NOT AVAILABLE

Any instructions we receive, including an instruction to pay a third party or transfer funds between your accounts will be subject to the availability of sufficient funds. If you do not have sufficient funds in your account we will not carry out the instruction.

## 9. INSTRUCTIONS WILL NOT BE PROCESSED IF THEY EXCEED THE TRANSACTION LIMITS SET BY YOU OR THE BANK

All instructions we receive, including an instruction to pay a third party or transfer funds between your accounts, are subject to the transaction limits set by you or the bank. If you have exceeded your transaction limits we will not carry out the instruction. Contact our call centre.

## 10. USERS ACT ON YOUR BEHALF

When you register to use any of the service channels you can appoint other person(s) ("user/s") to perform transactions and/or give the bank instructions, or view account information on your behalf, via the service channels. By allowing a user to access the account via the service channel, you give that person the authority to act as your authorised agent. Any act or omission by the user will be attributed to you and will be regarded as your act or omission.

## 11. CHANGES TO A USER'S ACCESS RIGHTS

You must notify us immediately when any user's access rights must be changed or cancelled by completing and signing the required mandates/bank form(s). Any cancellation of, or change to a user's access rights will not affect any instruction submitted by the user before we have confirmed that the change has been made.

## 12. BANK IS NOT RESPONSIBLE FOR INCORRECT INFORMATION OR INCOMPLETE INSTRUCTIONS

You are responsible for giving us correct and complete information and instructions when you transact. We do not check or confirm any information, including the identity or bank account details of the recipients of any funds. It is your responsibility to check that the information you give us is correct. We will not be liable for any loss or damage if you provide the wrong or incomplete information. We will not be liable if you fail to complete an instruction or if you do not follow our instructions.

## 13. WE DO NOT VERIFY OR CONFIRM INSTRUCTIONS

We can, but are not required to, request confirmation or verification of any transactions/instructions that you have submitted.

## 14. TRANSACTIONS CANNOT BE CANCELLED

Certain transactions cannot be reversed or stopped once confirmed by you/finally submitted to us, including, the purchase of pre-paid products.

## 15. TURNAROUND TIMES

Unless otherwise stated by us (on the service channel or otherwise), all transactions will be subject to the same turnaround times that apply to the same transaction, account and customer, when concluded at any bank's branch. Please also refer to the guidelines published on the service channel from time to time.

## 16. WHEN WE WILL BE DEEMED TO HAVE RECEIVED INSTRUCTIONS AND COMMUNICATIONS FROM YOU

You may not assume that we have received an instruction until we have specifically confirmed receipt of that instruction, or given effect to that instruction, whichever happens first. Messages of an "automated nature" or messages that were sent using auto response software or programs must not be regarded as a response or confirmation. If you don't know whether a transaction has been sent/received or processed you must contact us. You must not resubmit an instruction as this can result in the same transaction being processed again. If this happens you will be responsible for such duplicated transactions.

## 17. WE MAY RECORD OUR COMMUNICATIONS WITH YOU, INCLUDING OUR TELEPHONE CONVERSATIONS AND WE MAY MONITOR USE OF THE SERVICE CHANNEL

For purposes of security, to maintain the integrity and security of our systems and the service channel, or to investigate and/or detect any unauthorised use of the service channel and our systems, for customer care or when the law requires us to do so, we may monitor and record communications/traffic on the service channel. You hereby agree that we can monitor and record your communications/transactions with us or your use of the service channel.

## 18. FRAUD

Note: This section only applies where the fraud was committed by persons **other than** persons who have been authorised to act on the account holder's behalf. We will investigate any loss that a customer suffers which is alleged to have occurred as a result of fraud.

You must inform us immediately on becoming aware that a suspicious transaction has taken place and must open a case at the nearest Police Station... You will be required to co-operate with us and the Police in any investigation.

We will reimburse you once it has been established that you suffered financial loss as a direct result of the fraud provided:

- you have complied with the safety tips specified by bank and this agreement;
- And you had registered the account in question for inContact and were actively using the service at the time the fraud occurred.

## 19. NOTIFICATION SERVICES

If you use notification services such as inContact then the terms & conditions that govern inContact will also apply to you.

## 20. HOW WE CAN COMMUNICATE WITH YOU

You agree that we can send you information about the service channels or this agreement by any means, including by publishing a notice on the service channel itself or using electronic means, including SMS or email.

## 21. YOU ARE RESPONSIBLE FOR MAKING SURE YOU HAVE THE NECESSARY HARDWARE, SOFTWARE OR ACCESS TO SERVICES TO USE THE SERVICE CHANNELS

You are alone responsible for making sure that you have the necessary hardware, software and access to third-party communication services to make use of the service channels. You alone are responsible for paying the costs of obtaining the necessary hardware, software or third party communication services. For example if you want to use cellphone banking you need to obtain the recommended cellphone and software, and are responsible for paying the relevant cellphone network service provider charges that you incur when using the service channel.

## 22. NO WARRANTIES

No warranties, whether express or implied, are given in respect of the service channels or the value added services, including in respect of their performance, quality; security; suitability; content; information; availability; accuracy; safety or reliability.

## 23. CUSTOMER AND USERS USE SERVICE CHANNELS AND VALUE ADDED SERVICES AT THEIR OWN RISK. BANK IS NOT LIABLE

You will use the service channel and the value added services ("the services") at your own risk. You hereby indemnify the bank against any claims by third parties or loss the bank suffers which arises from your use of the services or your breach of this agreement. For purposes of this clause "bank" includes its affiliates, shareholders, agents, consultants or employees, in whose favour this constitutes a stipulation for the benefit of another.

Although the bank has taken reasonable care to prevent harm or loss to you, the bank will not be liable for any kind of loss or damage you may suffer, including direct, indirect, special, incidental or consequential damages, because of your use of, or inability to use, the services. This applies regardless of when or how such loss/damage arose (contract, delict or otherwise) and regardless of whether the loss/damage was foreseen or reasonably foreseeable by the bank. This will not apply where the loss/damage arose because of the bank's gross negligence or wilful intent. In addition to the above the bank is not liable for the following:

- Any loss or damage, which you or any other party, may suffer due to unauthorised interception and/or monitoring.
- Unauthorised transactions that were submitted after your access codes were entered.
- any loss or damage if you didn't take reasonable steps to safeguard the account, the access codes and/or follow the steps recommended by the bank from time to time..
- Late or delayed transactions.
- Loss or damage arising from the unauthorised use of the service channel including where a user exceeds their authority.
- Any loss or damage that you, the recipient of the notice or beneficiary of the payment, may suffer because of the notification service. You hereby indemnify the bank against any loss, expense, claim or damage (direct, indirect and consequential) that you or a third party may suffer, including users, recipients or beneficiaries because of the use of the services or because of any delay or failure by the bank to send the notice.
- The bank is not responsible for any errors or delays in communication systems outside of its control.

## 24. YOUR PRIVACY

We respect your privacy. Our privacy policy is incorporated into this agreement and forms part of it. It can be viewed on the website.

## 25. YOUR SECURITY

NOTE: Information that is transmitted over an unsecured link or communication system is susceptible to unlawful monitoring, distortion or access. For your safety you must follow the security tips/recommendations given to you via the service channels from time to time and published at our Online Security Centre on our website. Do we have an Online Security Centre??

You must never disclose your access codes to any person, including any staff member of the bank or any person claiming to work for or representing the bank in any way. You must (where applicable) log off from the service channel (e.g. Online banking) when you have finished transacting. You must use recommended hardware and software. Failure to do so may result in the service

channel not being available or not operating properly. Failure to do so may also expose you to security risk.

#### **26. AVAILABILITY OF SERVICE CHANNELS AND VALUE ADDED SERVICES**

The service channels and value added services may not be available from time to time due to routine maintenance or emergency repairs or because of the unavailability of electricity, any telecommunication system or networks. In this case you must use the bank's other available service channels and take reasonable steps to minimize/prevent your loss or risk. Refer to the guidelines published on the service channels from time to time.

#### **27. THE BANK MAY CHANGE, SUSPEND OR CANCEL THE SERVICE CHANNELS OR VALUE ADDED SERVICES**

We may stop providing the service channels or value added services any time. We will however, notify you of this within a reasonable time of these changes being made. You agree that a notice published on the website or a notice sent to you via an email, an SMS or via post will be sufficient notice to you. You will be regarded as having accepted all transactions and changes to your account settings made via the service channels unless you notify the bank of your objection within 5 (five) hours of receiving a notification from us, by any means, including inContact and inContact-Pro. You must ensure that the bank has the correct contact details, including cellphone numbers, e-mail addresses and postal addresses for purposes of sending you notifications, including those to be sent for purposes of inContact/inContact-Pro.

We cannot guarantee the accuracy or arrival of any communication, as we may depend on external service providers for delivery.

#### **28. THE BANK IS NOT RESPONSIBLE FOR LINKS TO THIRD PARTY CONTENT, PRODUCTS OR SERVICES**

For your convenience only, the service channels may allow you to view third party websites or content or purchase content, products or services provided by third parties. Even though we may make third party websites, content or products or services available to you, we do not endorse or recommend the third party or its products or services. You are alone responsible for deciding whether the third party or its products or services meets your requirements. Terms and conditions and rules may apply to those products and form an agreement between you and the third party. You alone are responsible for obtaining the terms and conditions or rules that apply to you and the products or services.

We have no control over such third parties or their products or services. We will not become a party to any disputes between you and the third party. You alone are responsible for ensuring that the transaction is lawful. We will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of a third party or its products or services or your use of the products or services. You alone take the risk of using or purchasing third party products or services. You hereby indemnify us fully against any loss or damage you may suffer, or cause, in this regard.

#### **29. THE BANK IS NOT RESPONSIBLE FOR THIRD PARTY SOFTWARE**

From time to time we may make third party software/applications ("software") available for download via the service channel. You will be bound to the license terms of the software licensor. You hereby indemnify us if you breach the license conditions.

We make no warranty about the software, whether express or implied. You download and use the software at your own risk.

#### **30. THE BANK OWNS THE INTELLECTUAL PROPERTY IN THE SERVICE CHANNELS AND ITS CONTENT**

The contents of the service channels, including all registered and unregistered trade marks, constitutes our intellectual property rights. You may not copy, reproduce, display or use any intellectual property in any manner whatsoever without our prior written consent. Nothing on the service channels must be seen as granting any licence or right of use of any intellectual property. You may not establish any connection, including via a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise to any part of the service channel or the website without our prior written consent.

#### **31. THE BANK CAN AMEND THIS AGREEMENT**

We reserve the right to amend this agreement or add new terms and conditions for the use of the service channels or value added services at any time. If you do not agree to the changes, you have the right to terminate this agreement before the expiry of 7 (seven) days after the changes take effect. If you do not notify us of your intention to terminate the agreement within this period, you will be deemed to have accepted the amended agreement/new terms and conditions.

No changes to this agreement and no waiver of any of the bank's rights are binding unless reduced to writing and issued or signed by the bank's duly authorised representative/s. You may not amend this agreement. A certificate issued by a duly authorised bank's employee, whose authority need not be proved, will serve as proof as to which version of these terms as applied to you.

#### **32. HOW AND WHEN WE OR YOU CAN TERMINATE THIS AGREEMENT**

We can at any time terminate this agreement and/or the user's right to use the service channels, after giving you reasonable notice. This will not affect instructions given to us via the service channels before termination.

We reserve the right to terminate this agreement and your access rights immediately if any or a combination of the following happens:

- Fraud or suspected fraudulent activity.
- We believe that your behaviour was inappropriate or constitutes misconduct.
- You have breached this agreement.
- You no longer have access to the access device or facilities, e.g. Cellphone Network Service Provider terminates the user's registered cellphone number from its network.
- Your account is closed.
- We are compelled to do so by law.
- You have not used the service channel for a period of 6 (six) months. If termination occurs due to dormancy the customer will have to reapply for registration.

You may terminate the agreement by notifying us in writing or by contacting the relevant bank's helplines.

In the event of termination you will remain liable to the bank for all transactions, instructions and fees.

It is your responsibility to cancel scheduled top ups and any recurring services or payments you have set up using the remote banking channel.

#### **33. GENERAL**

Any communication from us to you will be deemed to have been sent at the time shown on the communication or on the bank's transmission logs. In any proceedings or dispute, the bank's records certified as correct by the FNB employee in charge of the service channel, will be sufficient proof of any instructions a user has provided/transaction a user has performed on the service channels, the content or services on any service channel or value added service, unless you can prove the contrary.

Where dates and times need to be calculated the international standard time (GMT) plus 2 (two) hours will be used. The indulgence, extension of time, waiver or relaxation of any of the provisions or terms of this agreement, or failure or delay on the bank's part to exercise any of its rights will not operate as an estoppel against it nor shall it constitute a waiver by use of such right. We will not thereby be prejudiced or stopped from exercising any of our rights against you which may have arisen in the past or which might arise in the future. Any provision in this agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it were not written and severed from this agreement, without invalidating the remaining provisions of this agreement.

This agreement will be governed by the laws of the Republic of South Africa without giving effect to conflict of laws provisions.

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#### **SAVINGS & INVESTMENT ACCOUNT GENERAL TERMS & CONDITIONS**

- For purposes of these rules the words, "us", "our", "we" or "the bank" only refers to First National Bank and "you" or "your" refers to the account holder.
- We can change the required balances, minimum deposits, fees, and/or penalty fees that apply to this account from time to time. We will notify you if we do this.
- A withholding tax on interest received by individuals has been introduced. The mechanics of this withholding tax will be as follows:
  - It is applicable to interest paid by a Zambian bank and a unit trust.
  - It only applies to interest paid by these institutions to persons (including a trust) and foreign companies.
  - The rate of withholding tax is 15%.
  - Medical Levy is 1%
  - This tax is a final tax and the person or foreign company will not be able to add this amount to any other income or set it off against any other losses.
- Unless the account rules say otherwise, we will determine the interest rate that will be used to calculate interest on your savings / investment account and this rate will change from time to time. Unless we say otherwise changes to the interest rate will take effect immediately. You will only earn interest if the funds in your account are more than minimum balance required to keep in your account. You can get information about the interest rates that apply to your account by contacting us, visiting your nearest branch or visiting our website. Interest rates are also shown on the statements we send you. The interest rate quoted will always reflect what you will earn on an annual basis. If the date on which we must pay you interest falls on a Sunday or public holiday, we will pay you the interest on the next business day.
- Any receipt issued on the opening of the account is not transferable or negotiable. You may not pledge or cede (transfer) your rights arising from your savings or investment as security for loans without our consent. We will only consider cessions or pledges to registered Zambian Banks.
- If any negotiable instrument (e.g. a cheque) is deposited in your account, the proceeds will be credited to your account immediately, but will only be available when the negotiable instrument has been honoured. If the negotiable instrument is dishonoured, your account will be debited accordingly and we will return the negotiable instrument to you at your risk. You agree that we can clear cheques by making use of any clearing system. While acting in good faith and exercising reasonable care, we will not accept responsibility for ensuring that you have lawful title to negotiable instruments collected.
- We are entitled to close an account if the balance falls below the required minimum balance and/or if the account remains inactive or dormant for a period of more than two years. The credit balance on the account, which is not claimed by you by the time of closure of the account, will be transferred to a suspense account held with us for safekeeping of the funds. You retain the right to these unclaimed funds for a period of 60 (sixty) years from the day the account became dormant, provided that you complete the necessary forms provided to you by us, and you can prove the claim.
- You alone need to be satisfied that the product you have chosen meets your savings and investment needs and objectives.

- If you live outside the common monetary area additional rules apply to you. Please refer to our non-resident terms & conditions available on [www.fnbzambia.co.zm](http://www.fnbzambia.co.zm) or via our call centre. (Are these available on the website?)
- You should send any correspondence to or lodge any complaint with your FNB branch. Visit [www.fnbzambia.co.zm](http://www.fnbzambia.co.zm) to review our complaints procedure.
- The FNB General Terms & Conditions will also apply to you. A copy of these terms & conditions are available on [www.fnbzambia.co.zm](http://www.fnbzambia.co.zm) or from our call centre (Does the call centre have these and is it on the website?)

## FNB GENERAL TERMS AND CONDITIONS

### 1. THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT

- This agreement will apply to you if you are an individual and you have **any** account with First National Bank.
- agreement sets out the general terms & conditions that apply to your and our relationship.
- You can do your banking or get information about your account using different banking channels. We may also provide you with payment mechanisms like a Cheque book, a debit, Cheque or petrol card so you can transact on your account. From time to time we may **also** make other services available to you. All of the above (banking channels, access mechanisms and services) are governed by their own rules. These rules will also apply to you if you use these products/services. To fully understand your and our rights and duties, you must read this agreement together with those rules. You must contact us if you don't understand any part of the rules
- If there is a conflict (difference) between this agreement and the rules, the rules will apply.
- We can change this agreement or any of the rules at any time. We will tell you about any significant (important) changes to this agreement or the rules before we make the change. Unless you end the agreement before the date the change comes into effect (applies), we can assume that you agreed to the change.
- The words "you" or "your" means the account holder and any person the account holder allows to operate on the account.
- The words "us", "our", "we" or "the bank" only refers to First National Bank.

### 2. FEES YOU MUST PAY US

- In return for providing you with banking products and services you must pay our fees as set out in the rules and in FNB's latest Pricing Guide. (A copy is available on [fnb@fnbzambia.co.zm](mailto:fnb@fnbzambia.co.zm) or from any FNB branch.)
- Unless we say otherwise all fees are non-refundable.
- We may change our fees from time to time. We will advise you of this by giving you notice of the changes within a reasonable time before the change takes effect.

### 3. WHEN AND HOW WE WILL SEND YOU STATEMENTS

- To help you to check the transactions on your account we may make account statements available to you or you can go to any FNB branch and ask for a statement. You must check your statements. Statements are not sent out on certain accounts.
- We may either make your statements available electronically (e.g. on online banking) or we may send you your statements by email or by post.
- We can charge you an additional fee for statements you request over and above those we normally give our customers.
- Your statement will show all the transactions on your account for the period written on the statement. Transactions carried out, but not yet paid or deducted from your account will not appear on your statement

### 4. YOU MUST CHECK YOUR STATEMENT CAREFULLY AND REPORT ANY MISTAKES

- You must check each entry on your statement carefully as soon as you get your statement.
- You must report any mistakes or transactions done without your permission to us within 30 (thirty) days from the date of the statement. If you don't do this we can assume the entries and transactions shown on the statement were correct or done by you or with your permission. We will not be responsible for any loss or damage you suffer because you didn't report errors or unauthorised transactions on time. If you receive inContact notifications you must report any unauthorised transactions to us within 24 hours to prevent further unauthorised transactions. If you don't do this we can hold you responsible for those transactions.

### 5. HOW WE TREAT YOUR PERSONAL INFORMATION

- We will treat your personal information as confidential and take all reasonable steps to protect your personal information. We will only disclose your personal information if:
  - the law requires us to do so;
  - it is in the public interest to do so;
  - our interests require disclosure; or
  - you have given us your consent.
 To consider your application for any FNB products or services or maintain a relationship with you, you agree that we may – as part of our checking and account maintenance processes – do the following:
  - Get certain of your personal information from any other party (e.g. a credit bureau or a government agency).
  - Disclose some of your personal information to these parties in order to get the information we need. If we do this we will never disclose more information than we need to.
 How we use your information:
  - You can refer to our Privacy Policy for more information on our privacy practices.
  - FSR collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.
  - Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third parties lawful interest is being protected or pursued.
  - FSR may process your information. information includes amongst others information regarding marital status, national origin, age, language, birth, education, financial, identifying number, e-mail address, physical address, telephone number, online identifier, biometric information and your name.
  - The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
 FSR may process your information for the following reasons (amongst others):
  - To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
  - To detect, prevent and report theft, fraud, money laundering and other crimes.
  - To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.
  - To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
  - To develop, test and improve products and services for you.
  - For historical, statistical and research purposes.
  - To process payment instruments (like a cheque) and payment instructions (like a debit order).
  - To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
  - To do affordability assessments, credit assessments and credit scoring.
  - To manage and maintain your accounts or relationship with FSR.
  - To disclose and obtain information from credit bureaux regarding your credit history.
  - To enable FNB Zambia and FSR to deliver goods or documents or notices to you.
  - For security, identity verification and to check the accuracy of your information.
  - To communicate with you and carry out your instructions and requests.
  - For customer satisfaction surveys, promotional and other competitions.
 FNB Zambia and FSR may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:
  - Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
  - Payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions.
  - Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
  - Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
  - Regulatory authorities, industry ombudsman, governmental department, local and international tax authorities and other persons that FSR under the law have to share your information with.
  - Credit bureaux.
  - FNB Zambia and FSR's service providers, agents and sub-contractors like couriers and other persons FSR uses to offer and provide products and services to you.
  - Persons to whom FSR cedes their rights or delegates their obligations to under agreements.
 FNB Zambia and FSR can process your information outside of the borders of Zambia, according to the safeguards and requirements of the law.
  - FSR may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
  - You have the right to access the information FSR has about you by contacting us.
  - You have the right to request us to correct or delete the information FNB Zambia and FSR has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained

- unlawfully or no longer authorised to be kept.
  - You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing. You must inform us of your objection.
  - You have the right to withdraw your consent which allows us to process your information; however we will continue to process your information if permitted by law.
- 6. COMPLIANCE WITH THE US FOREIGN ACCOUNT TAX COMPLIANCE ACT**
- FNB Zambia ("we/the Company") and FirstRand Bank Limited ("FirstRand Bank") are members of the FirstRand Limited ("FirstRand") group of companies. FirstRand and FirstRand Bank are incorporated in the Republic of South Africa ("RSA"). RSA has entered into a Model I inter-governmental agreement with the United States of America (the "US") under the foreign account tax compliance provisions ("FATCA") of the US Internal Revenue Code. The US Treasury Department has issued regulations under FATCA, which are amended from time to time (the "FATCA Regulations"). The inter-governmental agreement between the RSA and the US, FATCA and the FACTA Regulations are hereinafter collectively referred to as the "FATCA Rules".
  - Zambia has not entered into an inter-governmental agreement with the USA under FATCA. In terms of the FATCA Rules, FirstRand Bank is registered as a Deemed Compliant Reporting Model I Foreign Financial Institution ("FFI") and FirstRand and FirstRand Bank have certain obligations to ensure that (we/the Company) comply(ies) with the FACTA Rules.
  - In terms of the FATCA Rules, (we/the Company) (have/has) entered into a participating FFI agreement with the US Internal Revenue Services ("IRS"), thereby qualifying as a Participating FFI. For purposes hereof and if the context requires it, the FATCA Rules will include the terms of the participating FFI agreement.

**OR**

- Because Zambia's laws to some extent limit (our/the Company's) ability to comply with the FATCA Rules we/the Company have been registered as a Limited FFI in terms of the FATCA Rules.
- Under the FATCA Rules, (we/the Company) may be required to report certain information, including to the IRS. The FACTA Rules may also require (us/the Company) to withhold certain payments, to put a hold on or close accounts, or to transfer accounts to another financial institution. Also, other financial institutions may withhold certain payments made to (us/the Company) or our clients. For purposes hereof, we/the Company require(s) your agreement to the extent it is required and permitted under the laws of Zambia.
  - Consequently, (you/the client) agree(s) to provide (us/the Company) with any information required for purposes of complying with the FATCA Rules. (You/the client) agree(s) that the Company may disclose or report (your/his/her) information, or any information pertaining to (you/him/her) to the IRS or any other party, in any jurisdiction, or to otherwise keep, use or process such information, for purposes of complying with the FATCA Rules from time to time as (we/the Company) may reasonably determine in (our/its) sole discretion.
  - You/the client agree(s) that the Company may (i) withhold any payment, or part thereof, from you/the Client, whether such payment has already been credited to (your/the Client's) account or not, or debit your/the Client's account with any amount, and if required pay such amounts over the IRS or its agents; and/or (ii) to put a hold on or close (your/the Client's) account or to transfer (your/the Client's) account to another financial institution; as may be required in terms of the FATCA Rules from time to time as the Company may reasonably determine in its sole discretion.
  - You/the Client acknowledge(s) that the FATCA Rules may result in third parties, e.g. withholding agents under the FACTA Rules, withholding certain payments, or part thereof, from (us/the Company) or from (you/the client).
  - You/the Client waive(s) any claims that (you/he/she) may have against [us/the Company] or any other members of the FirstRand group of companies, or their employees, officials and directors, as a result of any action, omissions or other circumstances contemplated in paragraphs 5, 6 and 7 above, or otherwise as a result of adherence with the FATCA Rules. You/the Client further indemnify(ies) (us/the Company) and all other members of the FirstRand group of companies, their employees, officials and directors against any damages, claims, losses or otherwise, as a result of any actions, omissions or other circumstances contemplated in paragraphs 5, 6 and 7 above, or otherwise as a result of adherence to the FATCA Rules.
- 7. YOUR AND OUR ADDRESS FOR SENDING CORRESPONDENCE AND LEGAL NOTICES**
- We may communicate with you using any means (electronically, fax, paper).
  - We will send any communications (including statements) to the last postal; street; email address, telephone; cellphone or fax number we have on record for you or that is known. We may also communicate with you using our website, our banking channels (online, cellphone, telephone, ATM or our branches) or by means of a publication/advertisement in the media.
  - We will serve legal notices and summonses at the last street address we have on record for you. You choose this address as your domicilium address for serving legal notices and summonses.
  - You must send us any legal notices or summonses to the following address, which we choose as our domicilium: Plot 22768, Acacia Business Park, Corner Great East & Thabo Mbeki Roads, Lusaka
  - You must immediately tell us if any of your addresses, phone or fax numbers change.
  - You can do this by contacting us, visiting any FNB Branch or by calling our call centre. (If you change your street address, you must give us proof of your new address.) It may take up to 7 (seven) days for the change to reflect on our systems.
  - So we can update your records you agree that we may get your addresses and contact numbers from other companies in the FirstRand Limited Group. We will only use this information as stated above.
  - Any correspondence we send to you by:
    - o post, will be considered to have been received by you within 14 days from the date on which we posted it;
    - o by fax, email or SMS, will be considered to have been received by you on the day it was sent, or in the case of a Saturday, Sunday or public holiday, on the next business day.
  - Any notices or correspondence we make available on our website, our ATM network, our branches or in the media will be considered to have been received by you on the date it was published.
- 8. JURISDICTION AND COSTS**
- We can bring any action against you under this or any other agreement we have with you in the Magistrate's Court, even if the amount claimed exceeds the jurisdiction of that Court.
  - You agree to pay all the expenses we spent in recovering any money you owe us, including, our legal costs on the attorney and client scale; collection charges; tracing fees, plus VAT. Attorney and own client scale means the rates actually charged by our attorneys. These rates may be higher than the rates the courts allow.
- 9. IF YOU APPOINT OTHER PERSONS TO USE YOUR ACCOUNTS YOU ARE RESPONSIBLE FOR THEIR ACTIONS**
- If you complete the necessary bank form, we will allow another person to use your account. We refer to these persons as account users.
  - You will be responsible for all debts account users incur including our fees and charges, any overdrawn amounts plus interest on those amounts. You will be responsible for anything they do or fail to do.
  - There is risk involved in giving another person access to your account. You must consider if restrictions or limits must apply.
  - You must provide correct and up to date information about the account users. You alone are responsible for deciding and checking what rights must be given to account users.
  - You can cancel an account user's rights at any time by completing the required bank forms. You will be liable for all transactions they made before you did this, including future dated payments and cheques.
  - The rights you gave to any account user comes to an end when you end their authority or where the law says so, such as on your death or if you become legally incompetent.
- 10. GENERAL**
- You must tell us immediately if you are placed under an administration order, are sequestered.
  - If your estate is provisionally or finally sequestered or if you pass away, or become legally incompetent the full amount you owe us will be payable and access to the money in your account will be restricted.
  - If we need to take legal action against you, one of our managers (who does not need to prove his appointment) will produce a certificate, which shows the amount you owe us. If you don't agree with this certificate, you will have to prove that it is wrong.
  - In the case of fraud, suspected fraud, or where the law forces us, we can freeze or close your account or stop a service without notice to you.
  - If there is a dispute about any matter or record, our records (certified as correct by any FNB manager whose authority need not be proved) will serve as *prima facie* proof. This means it will be treated as correct unless you can prove it is not.
  - Unless we agree to this, you may not cede (transfer) or pledge (promise) any of your rights or delegate (transfer) any of your duties under your and our agreement.
  - While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage.
  - Every clause of the agreement and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of the agreement/rules are invalid. The rest of the agreement and rules will still apply.
  - The headings in clauses in our agreement and rules are included for your reference only and must not be used to interpret the agreement or rules.
  - Unless it is clear from the context, in the rules and this agreement a reference to the singular includes the plural and vice versa.
  - If you live outside Zambia additional rules apply to you. See our non-resident terms & conditions.
  - The words "including or include" must be read as "including, but not limited to".
  - For purposes of interpreting the agreement or any rules any reference to FNB includes its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.
  - We may end this agreement at any time by giving you reasonable notice of this.
  - We can change the terms and conditions that apply to you, the way you access your accounts, any services we provide. We can also add new rules, products or stop existing products at any time. We will only notify you of material changes and unless you cancel this agreement before the date on which the changes take effect, you will be bound to them.
  - No changes to this agreement or any rules and no waiver (giving up) of any of our rights will be binding on us unless it is recorded in writing and signed or issued by our authorised representatives.
  - If the law allows, we have the right, without notice to you, to combine any or all accounts that you may have with us and to set off any amount that you owe us against any amount you have in any of your accounts. However, we reserve the right to combine only some of your accounts and then we will be entitled to claim from you any amount for an account that has not been combined.
  - In addition to this agreement, you will continue to be bound by any tacit (unspoken or implied) agreement between you and us about any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.
  - Unless we say otherwise Zambian law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.