



## FIRST NATIONAL BANK OF NAMIBIA LIMITED GENERAL TERMS AND CONDITIONS

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

- This agreement will apply to you if you have **any** account with First National Bank of Namibia Limited ("FNB").
- This 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 Lifestyle book, a debit, Lifestyle 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 and terms and conditions. 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 FNB.

### 2. TERMS AND SCOPE

- The information contained on this page together with any further instructions and conditions that may be prescribed by the Bank from time to time will constitute the terms of the agreement between you and us
- You will provide to us all documents and other information reasonably required by us in relation to any Account or Service.

### 3. THE ACCOUNT

- You will assume full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, order, bills, notes, negotiable instruments, receipts or other instructions deposited into the account.
- We will not be responsible for any loss of funds deposited with it arising from any future Government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond our control.
- Your account shall be debited for any service charge that is set by us from time to time.
- All notices or letters will be sent to the physical, postal or electronic address supplied by you and will be considered duly delivered and received at the time it is delivered or seven days after posting.
- We will not be liable for funds handed over to members of our staff other than the Cashiers / Tellers in our premises with the appropriate deposit slip.
- We may exercise our general lien or any similar right we are entitled to including the right to combine and consolidate all or any of your accounts with us, and we have the right to set off or transfer any sum or sums standing to the credit of any one or more of such accounts against liabilities in any other account.

### 4. INSTRUCTIONS

- We may rely on the authority of each person designated (in a form acceptable to us) by you to send Instructions or do any other thing until we have received written notice or other notice acceptable to us of any change from a duly authorized person and we have had a reasonable time to act (after which time it may rely on the change).
- We are not responsible for errors or omissions made by you or the duplication of any Instruction by you and may act on any Instruction by reference to an account number only, even if an account name is provided. We may act on an instruction if we reasonably believe it contains sufficient information.
- We may decide not to act on an Instruction where we reasonably doubt its contents, authorization or origination and will promptly notify you (by telephone if appropriate) of our decision.
- If you inform us that you wish to recall, cancel or amend an Instruction, we will use our reasonable efforts to comply.



- If we act on any Instruction sent by any means requiring manual intervention (such as telephone, telex, telefax, electronic mail or disks sent by messenger) then you will be responsible for any loss we may incur in connection with that Instruction.

## **5. 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 [www.fbnamibia.com.na](http://www.fbnamibia.com.na) 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 via e-mail, sms and/or public notice of the changes within a reasonable time before the change takes effect.

## **6. STATEMENTS**

- To help you to monitor transactions on your account we may make account statements available to you or you may request a statement from any FNB branch. You must review your statements regularly.
- We may deliver your statements physically, by post, or we may make your statements available electronically (e.g. via online banking) or we may send you your statements via email.
- You may be charged an additional fee for statements requested over and above those normally provided. Statements are not automatically sent out on certain accounts. Please refer to the account rules/terms and conditions.
- Your statement will show all the transactions on your account for the period written on the statement.
- Where requested, the Bank may provide electronic Statements or SMS-Alerts or other similar service to provide information on transactions. The service is provided 'as available' and without any warranty of fitness for a specific purpose.
- The Bank disclaims responsibility for the service provided by any network provider.

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

- You must check each entry on your statement carefully as soon as you receive/retrieve your statement.
- You must report any errors or unauthorised transactions to us at 061 299 2222 or by visiting any FNB branch within 30 (thirty) days from statement date so where possible we can assist you to rectify the matter. If you don't do this we will be entitled to assume the statement and transactions were correct or authorised even if they were not. We will not be liable for any loss or damage you suffer because of this.
- Transactions carried out, but not yet credited or debited to your account may not appear on your statement.

## **8. 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.
- In order 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.
  - FNB 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")



- FirstRand and FNB may 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 party's lawful interest is being protected or pursued.
- FirstRand and FNB 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, social media profile, biometric information (like fingerprints, your signature or voice) and your name.
- The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- FirstRand and FNB 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 FirstRand and FNB.
  - To disclose and obtain information from credit bureaux regarding your credit history.
  - To enable FirstRand and FNB to deliver goods or services 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.
- FirstRand and FNB 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 assist 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 FirstRand and FNB under the law have to share your information with.
  - Credit bureaux.
  - FirstRand and FNB's service providers, agents and sub-contractors like couriers and other persons we use to offer and provide products and services to you.
  - Persons to whom FirstRand and FNB cedes their rights or delegates their obligations to under agreements.
- FirstRand and FNB can process your information outside of the borders of Namibia, according to the safeguards and requirements of the law.
- FirstRand and FNB 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 FirstRand and FNB have about you by contacting us.
- You have the right to request us to correct or delete the information FirstRand and FNB have 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.

## 9. 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 domicile address for serving legal notices and summonses.
- You must send any legal notices or summonses to the following address, which we choose as our domicile: Legal, 3<sup>rd</sup> Floor, FNB Freedom Plaza, 130 Independence Avenue, Windhoek, Namibia
- 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 writing to us using the telephone number or address we have advised for this purpose. (If you change your street address, you must provide proof of your new address.) It may take up to 7 (seven) days for the change to be recorded on our systems.
- Any correspondence we send to you by:
  - post, will be considered to have been received by you within 14 days from the date on which we posted it;
  - 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 post 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.

## 10. COMPLIANCE WITH THE US FOREIGN ACCOUNT TAX COMPLIANCE ACT

- 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".
- Namibia 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 comply with the FACTA Rules.
- In terms of the FATCA Rules, we have 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 Namibia's laws to some extent limit our ability to comply with the FATCA Rules we have been registered as a Limited FFI in terms of the FATCA Rules.
- Under the FATCA Rules, we may be required to report certain information, including to the IRS. The FACTA Rules may also require us 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 or our clients. For purposes hereof, we require your agreement to the extent it is required and permitted under the laws of Namibia.
- Consequently, you agree to provide us with any information required for purposes of complying with the FATCA Rules. You agree that we may disclose or report your 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 may reasonably determine in our sole discretion.
- You agree that we may (i) withhold any payment, or part thereof, from you, whether such payment has already been credited to your account or not, or debit your 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



account or to transfer your account to another financial institution; as may be required in terms of the FATCA Rules from time to time as we may reasonably determine in our sole discretion.

- You acknowledge 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 or from you.
- You waive any claims that you may have against us 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 this clause, or otherwise as a result of adherence with the FATCA Rules. You further indemnify us 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 this clause, or otherwise as a result of adherence to the FATCA Rules.

## 11. JURISDICTION AND COSTS

- We can bring any action against you arising under this or any other agreement we have with you.

## 12. AUTHORISED USERS

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

## 13. SANCTIONS

- **TAKE NOTE:** If, (1) due to anti-terrorism requirements, anti-corruption and bribery laws, and anti-money laundering requirements, Know Your Customer requirements of the Bank, local and international sanctions (issued by any jurisdiction or body), criminal activity or perceived criminal activity or fraud, undesirable conduct and the Bank's policies relating thereto, in relation to anyone (or related/linked person) being involved in, or associated with such person, or (2) performing under any agreement, instruction or transaction places the Bank in breach of any local or international law or regulation, or (3) performing any obligations under any agreement or continuing the banking relationship with any person would adversely affect or otherwise reduce or remove the Bank's ability to (i) raise local or international funding; and/or (ii) contract with, or maintain its relationships with, international financial institutions; and/or (iii) transact in or process payments or otherwise deal in other currencies, the Bank may, at the start of the business relationship and/or at any time thereafter: 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. We will do this at the start of the business relationship and as often as we or the law considers necessary thereafter.
- refuse to do business with any person or entity that we consider as undesirable or that is involved in undesirable conduct;



- refuse to do business with any person that appears on any sanction list as prescribed by legislation or used by us in the management of our 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.
  - on 30 days' notice (or less if warranted) terminate any account, business relationship, deal, facility, instruction or transaction.
  - monitor any account, business relationship, deal, facility, transaction or instruction.
  - request further information before acting on any instruction or transaction. We can verify any transaction or instruction or recipient before processing it. This may result in a delay in us carrying out the instruction.
  - refuse any account, business relationship, instruction or transaction.
  - place a hold, or freeze any account, business relationship, deal, facility, instruction or transaction.
- You agree to assist us to comply with the laws by providing us with all the information and documents we require. If you fail to do so or provide false information we can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end our relationship with you.
- **TAKE NOTE:** the Bank will not be liable for any direct, indirect or consequential loss, damage, costs or expenses whatsoever that may be suffered or incurred by any person as a result of, arising from, or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this clause, provided that the person will remain liable to the Bank for all amounts in terms of this Agreement and all other applicable agreements.

#### 14. FORCE MAJEURE

- Neither you nor us will be responsible for any failure to perform any of our obligations with respect to any Account if such performance would result in it being in breach of any law, regulation or other requirement of any government or other authority in accordance with which we are required to act or if our performance is prevented, hindered or delayed by a Force Majeure Event; in such case our obligations will be suspended, for so long as the force Majeure Event continues (and, in the case of the Bank, no other representative office or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisition, involuntary transfers, unavailability of any system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.
- **ELECTRONIC MONITORING OR RECORDING**
- The Customer and the Bank consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that either may produce telephonic recording or computer records as evidence in any proceedings brought in connection with these conditions or any local conditions.
- **JURISDICTION**  
In relation to any account these conditions governed by the law of the country or territory in which that account is held.

#### 15. GENERAL

- You must tell us immediately if you are placed under an administration order, and/or 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 become due and payable and access to the funds 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 to the court, recording the amount you owe us. If you disagree with this certificate, you will have to prove that it is incorrect.
- In the case of fraud, suspected fraud, or where the law compels us, we can freeze or close your account and/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 unless you can prove the contrary.
- Unless we agree to this, you may not cede or pledge any of your rights or delegate 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.
- Each and every clause of the agreement and rules is severable from the others and the invalidity of one or more of the clauses will not affect the remainder of the agreement/rules, which will remain in full force and effect.



- The headings in clauses in our agreement and rules are included for 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 the singular includes the plural and vice versa.
- The words “including or include” must be read as “including, without limitation”.
- 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 terminate this agreement at any time by giving you reasonable notice of termination.
- 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 amendment to this agreement or any rules and no waiver of any of our rights will be of any force unless it is recorded in writing and signed or issued by our authorised representatives.
- To the extent that we are permitted by law, 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 that we hold to your credit for whatever reason. However, we reserve the right to combine only some of your accounts and then we will be entitled to claim from you any amount in respect of an account that has not been combined.
- In addition to this agreement you will continue to be bound by any tacit agreement between you and us relating to any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.
- Unless we say otherwise Namibian law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.
- You can log any complaints on the CARE system which is available at [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na) or call the contact centre at 061 299 2222.
- Incontact terms and conditions and remote banking terms and conditions apply to this agreement and you hereby agree to these terms and conditions. You will be provided with a copy of these terms and conditions. Copies can also be obtained from [www.fnbnamibia.com.na](http://www.fnbnamibia.com.na) or from any FNB branch.