



FIRST NATIONAL BANK OF NAMIBIA LIMITED DIGIPLUS ACCOUNT TERMS AND CONDITIONS

1. THIS DOCUMENT RECORDS YOUR AGREEMENT WITH FNB NAMIBIA

- This agreement will apply to you if you have any account with First National Bank of Namibia Limited (called "FNB").
- This agreement sets out the general terms & conditions that apply between you and FNB.
- You can do your banking or get information about your account using different banking channels. From time to time FNB 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 FNB's rights and duties, you must read this agreement together with those rules. You must contact FNB 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.
- The words "you" or "your" means the account holder/customer and also includes any person the customer allows to operate on his/her account if the context allows for this interpretation.

2. TERMS AND SCOPE

- The information contained on this page together with any further instructions and conditions that may be prescribed by FNB from time to time will constitute the terms of this agreement.
- You will provide FNB all documents and other information reasonably required by FNB 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 order, bills, notes, negotiable instruments, receipts or other instructions deposited into the account.
- FNB 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 FNB 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.
- FNB may exercise its general lien or any similar right FNB is entitled to including the right to combine and consolidate all or any of your accounts with FNB, and it has 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

- FNB may rely on the authority of each person designated (in a form acceptable by FNB) by you to send Instructions or do any other thing until FNB has received written notice or other notice acceptable to it of any change from a duly authorized person and FNB has had a reasonable time to act (after which time it may rely on the change).
- FNB is 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. FNB may act on an instruction if it reasonably believe it contains sufficient information.
- FNB may decide not to act on an Instruction where it reasonably doubt its contents, authorization or origination and will promptly notify you (by telephone if appropriate) of its decision. If you inform FNB that you wish to recall, cancel or amend a digital payment or withdrawal, FNB will use our reasonable efforts to comply.
- If FNB acts 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 FNB may incur in connection with that Instruction.

5. FEES YOU MUST PAY US

- In return for providing you with banking products and services you agree to pay the fees and charges as set out in the rules and in FNB's latest Pricing Guide. (A copy is available on www.fnbnamibia.com.na or from the Contact Centre)
- Unless otherwise stated all fees and charges are non-refundable
- FNB may change its fees/charges from time to time. You will be advised of this by giving you notice of the changes within a reasonable time before the change takes effect.

6. WHEN AND HOW WE WILL SEND YOU STATEMENTS

- To help you to monitor transactions on your account FNB will make account statements available to you or you may request a statement from the Contact Center, Online Banking, App and/or Cellphone Banking (USSD). You must regularly review your transaction history.
- FNB may make your statements available electronically (e.g. via online banking)
- FNB can charge you an additional fee for statements requested over and above those normally given to customers. 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 covered on the statement.
- Where requested, FNB 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.
- FNB 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 done without your permission to FNB as soon as possible so where possible FNB can assist you to rectify the matter. If you don't do this FNB will assume the transactions shown on the statement were correct or done by you or with your permission. FNB will not be liable for any loss or damage you suffer because you didn't report errors or unauthorized transactions on time. If you receive inContact notifications, you must report any unauthorised transactions to FNB within 24 hours to prevent further unauthorized transactions. If you don't do this FNB can hold you responsible for those transactions.
- 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

- The following two definitions apply to this entire clause:
 - "process" or "processing" means any operation/activity/set of operations, including automatic, concerning your information and adaptation alignment, alteration, blocking, collation, collection, combination, consultation, degradation, destruction, disclosure by transmission, dissemination by means of transmission, distribution or making available in any other form, erasure, gathering, linking, merging, modification, organisation, receipt, recording, restriction, retrieval, storage, structuring, updating, or use of information.
 - "information" which FNB could process, could include (but is not limited to) your, or someone else's, personal information relating to: race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth information relating to education or medical, financial, or criminal behaviour or employment history, any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other assignment to the person, biometric information, personal opinions, views or preferences, philosophical beliefs, trade union membership, political persuasion, health or sex life, economic or financial information, correspondence sent by a person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence, views or opinions of another individual about the person, transaction details, agreements, etc.

8.1. USE OF INFORMATION

- For FNB to have a relationship with you and to provide you with products/solutions, FNB will have to process your information.
- FNB will treat your information as confidential and take all reasonable steps to protect your information. FNB will only disclose your information if:
 - required by law;
 - it is in the public interest to do so; or
 - you consented.
- In order to consider your application for any FNB products or services or maintain a relationship with you, you agree that FNB may - as part of its 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 obtain the information FNB needs. In such event FNB will never disclose more information than it needs to.
 - FNB uses your information as follows:
 - You can refer to our Privacy Policy for more information on our privacy practices.
 - FNB and FirstRand Namibia Limited ("FirstRand Namibia") are members of the FirstRand Limited ("FirstRand") group of companies. FirstRand is incorporated in the Republic of South Africa ("RSA")
 - FNB collects information from you directly; from your usage of products and services; from your engagements and interactions with FNB; 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, FNB's or a third party's lawful interest is being protected or pursued.

- 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.
 - detects, prevent and report theft, fraud, money laundering and other crimes.
 - 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.
 - conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
 - develop, test and improve products and services for you.
 - process payment instruments and payment instructions.
 - create, manufacture and print payment instruments.
 - manage and maintain your accounts or relationship with FirstRand Namibia.
 - disclose and obtain information from credit bureaux regarding your credit history.
 - enable FNB, its partners and agents to deliver goods or services or documents or notices to you.
 - communicate with you and carry out your instructions and requests.

And for:

- security, identity verification and to check the accuracy of your information;
- customer satisfaction surveys, promotional and other competitions;
- historical, statistical and research purposes;
- 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 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 FNB under the law have to share your information with.
 - credit bureaux.
 - agents and sub-contractors like couriers and other persons we use to offer and provide products and services to you.
 - persons to whom FNB cedes their rights or delegates their obligations to under agreements.
- FirstRand Namibia and FNB can process your information outside of the borders of Namibia, according to the safeguards and requirements of the law.
- 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.

8.2. RIGHTS OF CLIENT

- I understand that, subject to any legal limitation, I have the right to:
 - request FNB to confirm, free of charge, whether or not it holds information about me;
 - request from FNB the record or a description of my information held by it, including information about the identity of all third parties, or categories of third parties, who have, or have had, access to the information;
 - access my information held by FNB;
 - withdraw my processing consent on legitimate grounds on notice to FNB, however FNB will continue to process the information if permitted or required by law;
 - request FNB to rectify my information or to complete incomplete information;
 - request FNB to delete, erase, destroy, block my information if it was unlawfully processed, is incorrect, irrelevant, excessive, outdated, incomplete, misleading, unlawfully obtained, consent has been withdrawn, or the information is no longer necessary or on other lawful or legitimate grounds allowed by law;
 - object to the processing (or insist on restriction) of my information on legitimate grounds or if the information is inaccurate;
 - complain to the relevant regulatory authority;
 - have my information stored for the time periods prescribed by law after which it will be destroyed.
- I understand that I may not object to, or request deletion or restriction of, processing of information if legislation requires the processing.
- Go to FNB's Privacy Policy located on the FNB website for more information on FNB's privacy practices.
- If you exercise any of the above rights, you must inform FNB at carenamibia@fnbnamibia.com.na.

8.3. CONSENT

- It is compulsory that you consent to the processing of your information below. Should you refuse to agree to the processing of your information, FNB will not be able to take you on as a client or establish a relationship with you or might have to terminate its relationship with you and cancel all your products/agreement. Even if you do not provide consent, or at some stage withdraw consent, FNB and certain third parties may under certain circumstances continue to process your information if allowed by law even against your wishes or objections.



- By signing this agreement, you voluntarily provide the consent below as may be applicable.
- I instruct FNB to get and use my information from Credit Bureaux and third-party qualification data providers and government departments to:
 - conduct once-off and/or ongoing assessments to determine my eligibility for, and the appropriateness of, the supply, or assessment, or ongoing supply of any transactional, investment, insurance, telecommunication or credit solution or other offerings (whichever is applicable to this application);
 - provide me with tips and support;
 - directly market these products to me where I consented to direct marketing; and
 - establish marital status and familial relationships for legal and family banking purposes.
- I instruct FNB to get and use my information from Credit Bureaux to verify and update my personal/business profile information including contact details and income.
- I agree that FNB may give my information to my employer to verify my income and obtain such information from my employer.
- I agree that FNB may share my information with government departments or similar institutions which are responsible to hold records of citizenship, nationality, marital status, ownership, etc. to confirm proof of life, verify my identity and establish ownership.
- I agree that FNB may process my identification number or identity card number for legitimate purposes allowed by law, including for identification and security purposes.
- I agree that FNB may process, give my information to, or get my information from, any:
 - fraud and/or identity theft bureaus and institutions which hold sanction, terrorism and/or financial crime (like money laundering) information, so as to determine my suitability for any product;
 - fraud and/or identity theft bureaus which hold financial crime information, for financial crime detection, prevention and prosecution purposes or if FNB reasonably believes that I provided any false and/or misleading information and/or documents to them.
- I agree that FNB may obtain, share and process my political affiliations for the purposes of determining whether I am a politically exposed individual or a desirable client.
- I agree that FNB may get and use my device location at a point in time to provide me with pre-selected products and/or special discounts that are nearby. FNB may directly market such products to me if I consented to direct marketing.
- I instruct FNB to get and use my information from Credit Bureaux to, upon my request, assist me to transfer my existing debit order(s) and salary payment to my new transaction solution.
- I agree to the insurers or other financial institutions processing my information to release the information to the authorised user and I confirm that the authorised user will be acting on my behalf or in my interests. My interests shall be best served if that information is made available to authorized financial service providers with a legitimate interest in receiving such information for the purposes below:
 - to understand my money management needs and provide advice and guidance based on my financial needs' analysis.
 - to conduct insurance needs analysis, underwriting and claims management (including fraud detection and prevention).
- I agree that FNB may provide my contact details to:
 - someone to whom I made payment, but who cannot identify me as the payer; or
 - someone who made a payment to me, but who cannot identify me as the recipient.
- I agree that FNB may get and use my information from any affiliate company and or any third parties including FNB's agent/contractors authorized by FNB for the purposes of:
 - processing and considering my application for employment,
 - conducting criminal, credit references and other related reference checks on me, and
 - otherwise facilitating my employment application process.
- I agree that FNB may get and use my biometric information (like my fingerprints, selfie, facial features, retinal scanning, voice, body temperature) for verification of identity, security authentication and/or electronic signature purposes or to prevent health/occupational risks and my also obtain such information from government departments or similar institution for verification of identity, security authentication and/or electronic signature purposes.
- FNB, or a third-party service provider of FNB, might have to process your, or someone else's, information outside the borders of this country ("Cross-Border") (for e.g. your information might have to be stored in a cloud in Ireland). I agree that FNB may process my information Cross-Border subject to the necessary protection being in place.
- I agree that FNB may provide any reportable information about me to any credit bureaux or obtain any information from a credit bureaux relating to any credit product or other financial obligation to FNB, whether actual or contingent.

8.4. SANCTIONS & FINANCIAL CRIME

- FNB must comply (and in some cases make policies, standards and/or guidelines to foster voluntarily compliance) with laws, requirements, standards, recommendations, guidelines and directives relating to terrorism, corruption, bribery, money laundering, financial crime, Know Your Customer requirements and sanctions obligations, locally and internationally (as it may be applicable), issued by various bodies in a number of jurisdictions and FNB's own policies as aligned to FNB's compliance framework and requirements in this regard (referred to as the "Requirements") in relation to you, any entity, any security provider, any persons related to them or involved with them, or acting on behalf of, or involved with, you, including their mandated persons, directors, executives, signatories, shareholders, holding companies, trustees, beneficiaries, partners, managers, controllers, associates, subsidiaries, beneficial owners, ultimate beneficial owners and related entities (you and all of the aforesaid persons and entities are referred to as "Impacted Persons").
- In order to comply with the Requirements, or if:
 - any fraud or criminal activity (actual or perceived) is suspected; or
 - the conduct (actual or perceived) of any Impacted Person is in FNB's view undesirable; or



- o performing under any agreement, instruction or transaction places FNB in breach of any local or international law, regulation or Requirement; or
 - o performing any obligations under any agreement or continuing the banking relationship with any Impacted Person would adversely affect or otherwise reduce or remove FNB'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,
- FNB may, at the start of the business relationship and/or at any time thereafter, in relation to any Impacted Persons, do any or all of the following:
 - o verify (check and confirm) their identity;
 - o monitor any account, business relationship, deal, facility, instruction or transaction;
 - o request Know Your Customer information and evidence and further information or evidence which might exceed the scope of what is required under specific legislation;
 - o verify any transaction or instruction or recipient before processing it;
 - o refuse any account, business relationship, deal, facility, instruction or transaction;
 - o place a hold on, or freeze, any account, business relationship, deal, facility, instruction or transaction, including instances where an Impacted Person does not provide documents or evidenced as required by FNB in terms of the Requirements;
 - o refuse to do business with any impacted person that it considers undesirable or that is involved in undesirable conduct;
 - o on 30 days' notice (or less if warranted) terminate any account, business relationship, deal, facility, instruction or transaction with any Impacted Person or refuse to honour any instrument or carry out any transaction;
 - o refuse to do business with any person or Impacted Person that falls outside FNB's risk appetite or that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time;
 - o terminate the Bank's relationship with any Impacted Person if FNB is compelled to do so by law or if FNB has reason to believe that a continued relationship will expose FNB to reputational or business risk.
- FNB will not be liable for any direct, indirect or consequential loss, damage, costs or expenses whatsoever that may be suffered or incurred by anyone as a result of, arising from, or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this clause, provided that the Impacted Persons will remain liable to FNB for all amounts owing to FNB (actual or contingent). FNB will not be liable for any loss whatsoever, should any foreign bank (1) refuse to execute any instruction, (2) delay payment or withhold funds due to any Requirement.

9. ADDRESS FOR SENDING CORRESPONDENCE AND LEGAL NOTICES

- FNB may communicate with you using any means (electronically/paper).
- FNB will send any communications to the last email address, telephone; cellphone or fax number we have on record for you or that is known. FNB may also communicate with you using FNB website, our banking channels (online, cellphone, telephone or ATM) or by means of a publication/advertisement in the media.
- FNB will serve legal notices and summonses at your last street address FNB has 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 FNB chooses as our domicile: Legal, 3rd Floor, @Parkside Building, 130 Independence Avenue, Windhoek, Namibia.
- You must immediately tell FNB if any of your addresses, phone or fax numbers change.
- You can do this by contacting FNB via the Contact Center or by writing to FNB using the telephone number or address we have advised by FNB 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 FNB's systems.
- You agree that FNB may obtain your addresses and contact numbers from other companies within FirstRand Namibia to keep its record updated.
- Any correspondence to you sent by:
 - o post will be considered to have been received by you within 14 days from the date it is posted;
 - 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 posted on FNB website, our ATM network 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

- FNB and FirstRand Namibia Limited ("FirstRand Namibia") are members of the FirstRand Limited ("FirstRand") group of companies. FirstRand is 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".
- Namibia has not entered into an inter-governmental agreement with the USA under FATCA. In terms of the FATCA Rules, FirstRand Namibia is registered as a Deemed Compliant Reporting Model I Foreign Financial Institution ("FFI") and FirstRand and FirstRand Namibia have certain obligations to ensure that FNB complies with the FACTA Rules.
- In terms of the FATCA Rules, FNB 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 FNB's ability to comply with the FATCA Rules FNB was registered as a Limited FFI in terms of the FATCA Rules.

- Under the FATCA Rules, FNB may be required to report certain information, including to the IRS. The FACTA Rules may also require FNB 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 FNB or its clients. For purposes hereof, FNB requires your agreement to the extent it is required and permitted under the laws of Namibia.
- Consequently, you agree to provide FNB with any information required for purposes of complying with the FATCA Rules. You agree that FNB may disclose or report your or any Impacted Persons' 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 FNB 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 FNB, FirstRand Namibia or FirstRand or from you.
- You waive any claims that you may have against FNB 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 FNB 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

- FNB can bring any action against you arising under this or any other agreement in the Courts of the Republic of Namibia, even though the amount claimed exceeds the jurisdiction of that Court.
- You agree to pay all the expenses FNB incurred in recovering any money you owe, including, legal costs on the attorney and client scale; collection charges; tracing fees, plus VAT.

12. AUTHORISED USERS

- If you complete the necessary bank form, FNB may allow another person to use your account.
- You will be liable for all the fees and charges incurred by such authorised users, including 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.
- 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: We endeavour to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this we can do any of the following things if we consider it is necessary to do so, or if Ghana and international laws, rules regulations restrictions and policies ("the laws") allow or require us to do so:
- We 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. We will do this at the start of the business relationship and as often as we or the law considers necessary thereafter.
- We can refuse to do business with any person or entity that we consider as undesirable.
- We will not willingly and knowingly 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.
 - We can end our relationship with a customer.
 - We can monitor any transactions and instructions.
 - We can 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.
 - We can refuse to carry out any instruction or transaction. We can place a hold on any account or facility.



- 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: We will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if we do any of the things mentioned above, or anything else necessary to comply with the laws.

14. FORCE MAJEURE

- FNB will not be responsible for any failure to perform any of its 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 FNB is required to act or if FNB's performance is prevented, hindered or delayed by a Force Majeure Event; in such case FNB's obligations will be suspended, for so long as the force Majeure Event continues (and, in the case of the FNB, no other representative office or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond the reasonable control of FNB, 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.

15. ELECTRONIC MONITORING OR RECORDING

- You consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that you or FNB may produce telephonic recordings or computer records as evidence in any proceedings brought in connection with these conditions or any local conditions.

16. JURISDICTION

- Unless otherwise provided, Namibian law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.
- The conditions applicable to an account shall be governed by the law of the country or territory in which that account is held.

17. GENERAL

- You must tell FNB immediately if you are placed under an administration order or are sequestered.
- If FNB takes legal action against you, one of FNB's 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 FNB, FNB 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, FNB's 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 FNB agrees to this, you may not cede or pledge any of your rights or delegate any of your duties under this agreement or any account.
- 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 the 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.
- FNB may end this agreement at any time by giving you reasonable notice of termination.
- FNB can change this agreement and/or any of the rules or terms and conditions and the way you access your accounts and services at any time and may also add new rules and products or stop existing products at any time. FNB will tell you about any significant (material) changes to this agreement/the rules or to any other relevant agreement and terms and conditions beforehand. Unless you cancel the relevant agreement/terms and conditions in question before the date the changes come into effect, FNB will assume that you agreed to the changes and you will be bound by the changes.
- You cannot unilaterally (on your own) amend/change this agreement, rules or terms and conditions and no amendment/change to this agreement, any rules or terms and conditions and no waiver (giving up) of any of FNB's rights will be binding on us unless the amendment/change was initiated by FNB as stated in the clause above or it is recorded in writing and signed or issued by authorised representatives of FNB or FNB has agreed to the amendment/change using electronic means and methods determined for this purpose by FNB, for e.g contracting on FNB's platform.
- To the extent that FNB is permitted by law, it has the right, to combine any or all accounts that you may hold with FNB and to set off any amount that you owe FNB against any amount that is held to your credit for whatever reason. However, FNB reserves the right to combine only some of your accounts and then it 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.
- If you live outside the common monetary area (South Africa, Namibia, Eswatini, Lesotho) additional rules apply to you. See our non-resident terms & conditions.
- Unless stated otherwise Namibian law will govern this agreement, 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 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 of these terms and conditions can be obtained from www.fnbnamibia.com.na.