

FNB CHANNEL ISLANDS BANKING TERMS AND CONDITIONS

Date last amended: 25 May 2018

These are the terms and conditions that govern the relationship between you and the Bank. It is important that you read and understand these terms and conditions. Where there is any uncertainty regarding any of the terms or conditions, you are required to contact the Bank in order to obtain clarity. These terms and conditions are to be read together with any other terms and conditions, and Pricing Guides that may be applicable to your relationship with the Bank, including but not limited to the Remote Banking terms and conditions, and inContact terms and conditions. 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 within a reasonable time before we make the change. Unless you end the agreement before the date the change comes into effect (applies), we can assume that you agree to the change.

1. DEFINITIONS

- 1.1 "Access mechanisms" means those mechanisms issued by the Bank to enable you to transact by means of the Banking Channels;
- 1.2 "Application form" means the application form signed by you or on your behalf when applying for your banking product/s;
- 1.3 "Bank", means FirstRand Bank Limited Guernsey Branch, trading as FNB Channel Islands, regulated by The Guernsey Financial Services Commission and licensed to conduct banking under The Banking Supervision (Bailiwick of Guernsey) Law, 1994 as amended;
- 1.4 "Banking Channel" means any transactional method made available which includes the Online Channel and the Service Suite;
- 1.5 "Banking product" means the account or accounts that you have selected to open with the Bank;
- 1.6 "CDD" means Customer Due Diligence;
- 1.7 "Card" means any FNBCI Debit Card linked to any FNBCI account (hereinafter referred to as "Debit Card");
- 1.8 "Card number" means the number embossed on a Debit Card for identification at payment terminals;
- 1.9 "Conditions of Use" means the conditions of use of any FNBCI Debit Card;
- 1.10 "FNBCI" means FirstRand Bank Limited, Guernsey Branch trading as FNB Channel Islands;
- 1.11 "GBP" means Great British Pounds (Sterling);
- 1.12 "Joint Account Holder" means an individual (natural person) who holds an account jointly with another individual or other individual(s).
- 1.13 "Nominated Account" means an FNBCI call or current account.
- 1.14 "Transaction" means every client driven activity on the banking product/s executed via any of the access mechanisms.
- 1.15 "Transaction fee" means any bank charge for a transaction.
- 1.16 "Verification methods" means the PINs, Debit Card number/s, passwords, specimen signatures and any other form of verification the Bank may implement to enable you to use the Banking Channels.
- 1.17 "OTP" means a One Time PIN sent to an account holder's cellular phone or personal device for verification of a transaction.
- 1.18 "PIN" means a personal identification number issued to enable you to transact on the banking product/s.
- 1.19 "Telephone banking" means transactions conducted by telephone, whether by giving instructions or by means of automated transactions, whether voice-prompted or not.
- 1.20 "You" means the FNBCI client taking up the banking product/s.

2. ACCOUNT OPENING

- 2.1 In order to make use of these banking products, you are required to be at least 18 (eighteen) years of age.
- 2.2 The Bank will only proceed to open your account upon satisfactory completion of the application form, and any other account opening forms. The Bank will also only open the account after all account opening checks have been completed and once all the required documentation has been provided. The Bank will advise you once the account is available for use.
- 2.3 You will need to ensure that the information we have on record for you remains up to date at all times. Where any change has taken place, you are required to notify us thereof as soon as possible. The Bank cannot be held liable in instances where changes have taken place and we have not been advised of the change.
- 2.4 In order to open the Current Account and Savings Accounts, certain minimum deposits may be required from time to time. Information on the required minimum balances can be found at www.fnbc.co.uk or by contacting the FNBCI Service Suite. Should you not make a deposit into your Current Account(s) and/or Call Account(s) within 12 (twelve) months from the date the account is opened, we reserve the right to close your account without prior notice given. Should you not make a deposit into your 32 Day Notice Account(s) and/or Fixed Notice Account(s) within 7 (seven) days from the date the account is opened, we will close the account without prior notification.
- 2.5 It remains in the Bank's discretion whether an application will be successful, and an account will be opened. We are not required to provide you with reasons where we decide not to open an account.
- 2.6 We will not be responsible for any damages or loss suffered by you, whether alleged or proven, caused by any delays in the opening of an account.
- 2.7 The terms, features and benefits of an account are only available once we have advised that the account is available for use.

3. TRANSACTIONS

- 3.1 In order to undertake transactions, you need to ensure you have sufficient funds available in your account to carry out the transactions.
- 3.2 You will be entitled to transact on the banking product/s by means of the Banking Channels provided subject to the terms and conditions of use of the Banking Channels. You shall be entitled to operate any of the Banking Channels in any manner that the Bank may offer from time to time and shall specifically be entitled to:
 - 3.2.1 Withdraw funds deposited to the banking product/s;
 - 3.2.2 Apply for and take delivery of any access mechanisms and verification methods;
 - 3.2.3 Authorise any Debit Card transaction;
 - 3.2.4 Issue instructions to make payments;
 - 3.2.5 Transfer funds between accounts;
- 3.3 The Bank may place a reasonable limit on the money that may be withdrawn or transferred at any time. Certain products, such as savings products, may not allow withdrawals.
- 3.4 You will be liable for all transactions and the Bank will be entitled to assume that all transactions are authorised by you, even if you fail to sign any sales or cash voucher, including mail orders or written authorities.
- 3.5 You will be liable for all unauthorised transactions if you are negligent in the use or handling of the access mechanisms, in safeguarding the verification methods or in delaying notifying the Bank of lost or stolen access mechanisms or verification methods.
- 3.6 The Bank may in its sole discretion monitor, record and use as evidence all instructions given by you.
- 3.7 It is your responsibility to ensure that information and instructions are given correctly when conducting transactions.
- 3.8 The Bank is not obliged to verify your transaction information such as account numbers, branch numbers, branch names, account holder names and transaction amounts.
- 3.9 The Bank may refuse to make payment in respect of any transaction or refuse to allow withdrawals if the available balance for the particular banking product you wish to utilise does not have sufficient funds to carry out the transaction/withdrawal or if there has been any other breach with regards to the banking product. If the Bank does make payment or allow a withdrawal where the available balance will be exceeded, this does not mean that the Bank has provided you with a credit facility, nor is it a waiver of the Bank's rights.
- 3.10 You indemnify the Bank for any damages, losses, injury, claims or expenses that arise directly or indirectly from the Bank carrying out illegal or incorrect instructions (of whatever nature) given by you.
- 3.11 Where conflicting payment instructions are received in connection with the account(s) held with the Bank, it remains in the discretion of the Bank whether to act on such instruction, without incurring any liability for such action.

4. BANKING CHANNELS

- 4.1 The Bank will determine at its own discretion what Banking Channels will be available from time to time. Not all Banking Channels will necessarily be available on all banking products for the Bank.
- 4.2 The Bank may cancel or alter the Banking Channel(s) without affecting your liability to the Bank or incurring any liability to you. We will advise you of changes to the channel(s) within a reasonable notice period.
- 4.3 The use of any of the Banking Channel(s) is at your own initiative and at your own risk.
- 4.4 The use of any of the Banking Channels is subject to any procedures and restrictions imposed by the Bank from time to time.
- 4.5 Any access mechanism is issued in the Bank's discretion and remains its property.
- 4.6 A Debit Card is valid for the period specified on the Debit Card, unless the Debit Card, account or banking product is cancelled or terminated at an earlier date.
- 4.7 You are responsible for ensuring that no unauthorised person uses or has access to the access mechanisms and the verification methods. If the verification methods are used in a public place or unsecured environment then you must ensure that the confidentiality and secrecy of the verification methods are not compromised.
- 4.8 It is your responsibility to ensure that access mechanisms that have been cancelled or no longer required by you are destroyed. You will be liable for any continued use of the access mechanisms not destroyed.
- 4.9 The Bank does not warrant that the Banking Channel(s) are suitable for any particular purpose or performance.
- 4.10 The Bank will not be liable to you if the access mechanisms are not accepted or honoured by any merchant or other party, or if the Bank declines to approve any transaction.
- 4.11 The use of a Banking Channel by you after your authority to use the Banking Channel has been suspended or cancelled will constitute fraud and the Bank may publish or give notice of the suspension or cancellation to any merchant or other person. You will have no claim against the Bank in respect of such notification.
- 4.12 No merchant is the Bank's agent or acts on its behalf. The Bank will credit any refund by a merchant to the banking product/s on receipt of the credit transaction. Any claim or dispute between you and any merchant or payee will not affect the Bank's right to receive payment from you or give rise to any right of set-off or counterclaim against the Bank.
- 4.13 In the event that you wish to cancel any transaction or stop the payment of any transaction, the Bank will endeavour to accommodate you subject to any laws, rules, practices or procedures that it may be bound by or which it may set. If the Bank is unable to cancel a transaction or stop the payment of a transaction, then it will still be entitled to debit your banking product/s with the amount of the transaction. In the event that the Bank elects not to debit your account, you agree to cede any claim you may have against the beneficiary of the transaction to the Bank.
- 4.14 You are required to report any stolen or lost cards by contacting the FNBCI Service Suite on 087 730 6010 (SA Local) or +27 (0)11 369 1500 (SA International) or +44 148 174 8138 (UK). You are also required to contact us immediately if you suspect that someone knows your PIN/password to gain access to your account, or if you believe that someone has accessed your account.

5. REPAYMENT

- 5.1 You must repay any debit balance (overdrawn amount), being the amount in excess together with interest and costs owing on the banking product/s within 7 (seven) days of receipt of a notice from the Bank requesting repayment.
- 5.2 Repayment will be made in the currency of the applicable banking product/s without any set-off, withholding or deduction.
- 5.3 Any amount repaid will be apportioned firstly towards interest, then costs and lastly toward repayment of the excess (overdrawn amount).
- 5.4 You are entitled to repay all or part of the debit balance at any time.
- 5.5 You may authorise the Bank in writing to debit another bank account with the amount outstanding.
- 5.6 Your repayment amount, if applicable, will vary in accordance with the outstanding balance.

6. DEPOSITS

- 6.1 No cash deposits are accepted. Deposits may only be made via financial instruments, for example a cheque deposit or electronic payment. Only cheques denominated in GBP (Pound Sterling) will be accepted.
- 6.2 The proceeds of any financial instrument deposited or electronic transfer to the banking product/s will be regarded as a payment only if it is honoured. Until then, the Bank will not be obliged to make any payment against it.
- 6.3 In the event of the Bank nevertheless making payment against the financial instrument or electronic transfer, and such financial instrument or electronic transfer is subsequently dishonoured, the Bank will be entitled to reverse any entry relating to such financial instrument or electronic transfer and any loss and costs occasioned by such dishonour will be borne by you in full.
- 6.4 The Bank may at its discretion effect a hold against any payment until it has been cleared by the issuing / paying bank. The funds may even be returned to the issuing / paying bank where due diligence has not been carried out.
- 6.5 Delays may be caused in receiving a deposit into the account as a result of a number of factors. At all times, the Bank will endeavour to clear the funds as soon as reasonably possible. The Bank will not be held liable for any losses/damages caused as a result of the delay in crediting an account with a deposit.
- 6.6 Any deposits received will be apportioned firstly to debit interest, then costs, and lastly toward repayment of the banking product/s that may be owing.
- 6.7 No interest will be earned while a deposit is being honoured or before an account has been opened.
- 6.8 Neither the bank nor any employees or officials of the bank, including its directors, shall be liable to you where any deposit is not honoured for failing to comply with any due diligence requirements in respect of deposits. You indemnify the bank, its employees and officials for any lost interest or costs incurred where the funds have been returned to the issuing / paying bank.
- 6.9 It is recommended that you ensure that the party depositing funds into your FNBCI accounts makes the deposit in the same currency as that of the FNBCI account. For example, where you have a GBP current account, we recommend that the deposit be in GBP.
- 6.10 Where a deposit is not in the same currency as the currency of your FNBCI account the deposit may be rejected. In certain instances it is possible the deposit will be accepted. Should such a deposit be accepted, you may incur additional charges in respect of the currency conversion. Such charges will be debited against the account receiving the deposit and the Bank will not be held liable for any losses or damages you may suffer as a result of this additional charges or the conversion that takes place.
- 6.11 If any cheque is deposited in your account, the proceeds will be credited to your account once the cheque is cleared. 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 financial instruments collected.

7. PAYMENTS

- 7.1 When making certain payments there may be cut-off times by which the payment instruction is to be submitted in order for the payment to be processed on the same day and made available on the following day.
- 7.2 For domestic GBP payments (within the UK clearing system, and including the Channel Islands and Isle of Man) up to GBP100,000.00 (one hundred thousand Pounds Sterling), a payment instruction submitted on the day of making the payment will be processed on the same day. This payment may be processed utilising the 'Faster Payments Scheme' (www.fasterpayments.org.uk).
- 7.3 For other domestic GBP payments, CHAPS will be utilised in order to facilitate the making of the payment. These payments need to be submitted between 08h00 and 13h00 UK time (excluding South African public holidays and weekends and Guernsey Bank holidays) in order to be processed on the same day.
- 7.4 The Faster Payment Scheme entails a payment processing method whereby electronic payments can be made online or over the phone. This payment method will only be utilised where both banks make use of the Faster Payment service and where the payment is under the prescribed industry limit. The Faster Payment scheme is available 24 hours a day, 7 days a week and the payment instruction is processed on the day received. The service is free of charge.
- 7.5 CHAPS is a payment processing method that provides for payments submitted before a certain time (13h00 UK Time) to be processed on the same day, provided the day for submitting the payment instruction is a business day. This payment method will be used where both banks make use of CHAPS service. There is no limit to the value of the payment instruction and a fee is applicable for this service.
- 7.6 The processing of a transaction on the same day does not guarantee that the payment will be received by the recipient on the same day. Payments can take up to 5 (five) days to reflect in the recipient's account.
- 7.7 The above times are applicable to business days. Where a payment instruction is submitted on any day other than a business day or where it is submitted after these cut-off times, the transaction will only be processed on the next business day.
- 7.8 It is important to note that the relevant means of making the payment (i.e. Faster Payment or CHAPS) is further limited by the financial institution receiving the payment, and will only be processed by the relevant means if the receiving bank is able to support the receipt of the payment.
- 7.9 You will not be able to select between utilising Faster Payments or CHAPS as this is determined systematically.

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- 7.10 In the event that CHAPS is used to facilitate a payment, a charge may be applicable and will be deducted off your Current/Call Account after the transaction has been processed. Applicable fees can be found in the the Bank's Pricing Guide.
- 7.11 For payments facilitated through Faster Payments, no fee will be applicable.
- 7.12 The Bank is enabled for BACS credits only.
- 7.13 Debit Orders (BACS direct debits) are not yet available for the Bank.
- 7.14 Should you have any queries regarding the processing of payments, please contact the Service Suite on +44 148 174 8138 (UK), 087 730 6010 (SA local), +27 11 369 1500 (SA International)
- 7.15 We will not be held liable for any delay in processing a payment that may be the result of incorrect/incomplete information provided to facilitate the payment, where the receiving bank does not support a speedier payment solution or where system downtime occurs.
- 7.16 You will not be able to make payments to third parties from Fixed Deposit Accounts and 32 Day Notice Accounts. Where it is required to pay out funds to third parties from the Fixed Deposit Account (upon maturity) or the 32 Day Notice Account (after notice is given), the funds will first need to be transferred to your Current/Call Account in the same currency, following which the required payment can be made.

8. DEBIT INTEREST

- 8.1 Interest on any debit balance in the current account is calculated at a rate linked to the published rate of the Bank of England, and may vary based on the extent of the debit balance on the account.
- 8.2 The debit interest payable on your banking product/s will be calculated daily on the amount outstanding at the end of each day and will be compounded monthly and debited to your banking product/s. Debit interest will be charged from the date on which the account becomes overdrawn.
- 8.3 The Bank may vary the interest rate. You will be notified of such a variation (and of other related information) within 30 days after the effective date of such variation in the rate.
- 8.4 If any law or government regulation, or monetary requirements of any authority, or compliance by the Bank with a request from any central bank or other fiscal, monetary or other authority affecting banks generally, results in an increase in the cost to the Bank of funding the banking product/s, then the Bank shall be entitled to recover from you the increased cost of financing by varying the rate.
- 8.5 The interest rate shall not exceed a rate as published by the Bank from time to time.

9. CREDIT INTEREST

- 9.1 Credit interest is payable subject to the specific product rules and tiered interest rates which can be sourced on www.fnbc.co.uk.

10. STATEMENTS

- 10.1 Monthly statements reflecting the debit or credit balance on the banking product/s as at the statement date will be sent to you electronically or by e-mail on a monthly basis. The Bank will not be held liable for any delays in the delivery of statements by e-mail where circumstances are out of the control of the Bank.
- 10.2 Any overdrawn amount payable, if applicable, is reflected on your statement and is calculated on the basis of the debit balance on the statement date. You must pay any overdrawn amount due even if you do not receive a statement.
- 10.3 In the event that the account goes into unauthorised excess as a result of subsequent advances, interest rate fluctuations, the capitalisation of interest or any other cause, you are required to deposit immediately an amount, sufficient to reduce the debit balance to at least zero.
- 10.4 The Bank will remit statements to the e-mail address as provided by you.
- 10.5 You acknowledge that the Bank has no control over the receipt of the statements. Statements will be sent according to your instruction, but will no longer be under the control of the Bank upon leaving the Bank's domain.
- 10.6 You agree that the Bank will not be liable for any loss or damages suffered by you as a result of: -
 - 10.6.1 Any access to the content of the statements after being sent by the Bank, and
 - 10.6.2 Any failure to send or receive statements.
- 10.7 Statements will be deemed to have been received on the day of transmitting them, if sent by email.
- 10.8 The Bank may charge or amend the charges applicable to transmission of statements upon notice to you.
- 10.9 You may add to, delete or otherwise change any address previously furnished to the Bank by completing the full details of the new address in the format required by the Bank. A new proof of address will be required (in original or certified copy).
- 10.10 You acknowledge that any addition, deletion or change to the address may take approximately 2 (two) business days to be processed.
- 10.11 You must check the entries on your statements. You must report any mistakes or transactions done without your permission to the Bank 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 (twenty four) hours to prevent further unauthorized transactions. If you don't do this we can hold you responsible for those transactions.

11. FEES

- 11.1 The following fees (excluding debit interest) are payable in terms of the banking product/s:
 - 11.1.1 A monthly account fee may be payable on your FNBCI Current Account should the minimum balance, as prescribed from time to time, not be maintained. This fee will be debited against the account monthly in arrears.
 - 11.1.2 Service charges in respect of the following non credit related services:
 - 11.1.2.1 A Debit Card replacement fee charged by the Bank for any lost, stolen or misappropriated Debit Card;

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- 11.1.2.2 Any applicable duties, charges, fees, taxes and levies payable by you for the use of any of the Banking Channels or any other service charged by the Bank and paid over to the relevant authorities or third parties;
- 11.1.2.3 A fee for preparing and providing information and/or any documentation regarding your banking product/s in terms of a legitimate third party instruction for such information and/or documentation;
- 11.1.2.4 A fee for monitoring a banking product/s in terms of any court order;
- 11.1.3 Collection costs, if incurred. Please note that collection costs will be charged by the Bank only in the event of the Bank having to enforce the terms and conditions of this/these banking product/s. Such collection cost will include legal costs as between an attorney and own client, collection commission, tracing fees and other fees or disbursements incurred by the Bank in collecting any amounts owing by you to the Bank, including value-added tax where applicable.
- 11.2 The Bank may vary the value of any fee charged by giving you at least 20 working days' notice of any change on www.fnbc.co.uk.
- 11.3 For more information on the fees above, please consult the Pricing Guide or contact the FNBCI Service Suite.
- 11.4 The Bank will debit your account with all costs payable by you.
- 11.5 Unless we advise you otherwise, all fees are non-refundable.

12. AGREEMENT WITH THE BANK

- 12.1 Your agreement with the Bank consists of:
 - 12.1.1 the application form signed by you;
 - 12.1.2 these Terms and Conditions;
 - 12.1.3 any debit order authority given by you;
 - 12.1.4 the Pricing Guide;
 - 12.1.5 other annexures, if applicable;
 - 12.1.6 any authorities to transact signed by you from time to time;
 - 12.1.7 the Terms and Conditions of use of Banking Channels.
- 12.2 The Bank may agree to vary the banking product/s at your request and any such variations may be recorded in writing addressed by the Bank to you.
- 12.3 The agreement with the Bank defined in this paragraph is the whole agreement between you and the Bank and contains all the representations made by the Bank.
- 12.4 If a particular provision in any document making up the agreement is illegal, invalid or unenforceable, this will not affect any of the remaining provisions of the relevant document and this agreement.
- 12.5 The Bank may relax some of the provisions of the agreement or grant you an indulgence without affecting the validity of all other provisions of the agreement.

13. INTERNET BANKING

- 13.1 You will be able to use the banking product/s by means of internet banking, once you have registered for internet banking and have accepted the Remote Banking terms and conditions.
- 13.2 Internet banking allows you to:
 - 13.2.1 View and download statements and balances;
 - 13.2.2 Make online payments;
 - 13.2.3 Transfer money between your accounts;
 - 13.2.4 Receive account balances and statements.
- 13.3 You are required to take reasonable care with regard to security and otherwise in banking over the internet and the Bank will be authorised to debit your account with any transaction should you fail to meet this requirement. You are required to follow the security measures published from time to time on the FNBCI website as far as reasonably possible.
 - 13.3.1 Keep your computer safe. Do not allow other people to install software on your computer and ensure that appropriate anti-virus software is installed. Avoid using public internet terminals for banking purposes.
 - 13.3.2 Keep your private information safe. Never disclose your PIN or password to anyone and keep them secure. Do not write down your password or allow your browser software to save it. Change your password at least once a month.
 - 13.3.3 Ensure that the website which you are on is secure and that the site is legitimate.
 - 13.3.4 Register for the free inContact service and use it as recommended.

14. SERVICE SUITE

- 14.1 The following telephone banking services are available by calling the FNBCI Service Suite:
 - 14.1.1 Account balances and interim statements;
 - 14.1.2 Transfers between linked accounts;
 - 14.1.3 Account payments;
 - 14.1.4 Scheduled payments.
- 14.2 For security reasons all telephonic conversations are recorded for the exclusive use of the Bank.

15. RELATIONSHIP MANAGER/PRIVATE BANKER

- 15.1 A Relationship Manager/Private Banker may at the Bank's discretion be assigned to qualifying clients.
- 15.2 The Relationship Manager/Private Banker will be authorised to execute any of the following instructions:
 - 15.2.1 Request payments to be made
 - 15.2.2 Request funds to be transferred between accounts;

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- 15.2.3 Establish or close banking accounts;
- 15.2.4 Request foreign exchange transactions to be effected; and
- 15.2.5 Provide any other service that the Bank may offer from time to time.
- 15.3 The Relationship Manager/Private Banker will rely upon and act in accordance with any instruction, notice, demand or other communication which may be given by you to conduct transactions on your banking product/s with the Bank, whether by telephone, facsimile, electronic mail or any other means, without the need for any enquiry by the Bank as to the authority or identity of the person giving such instruction and notwithstanding any error or misunderstanding or lack of clarity in the terms of any such instruction.
- 15.4 The Bank may request written confirmation of instructions given by means of telephone, facsimile, electronic mail or other electronic means, but may in its discretion accept such instructions without written confirmation.
- 15.5 If the Bank receives unclear or conflicting instructions, the Bank will not be required to act on those instructions until the ambiguity or conflict is resolved to the Bank's satisfaction. If the Bank does act on those instructions, then you indemnify the Bank against any losses or liabilities that may result.
- 15.6 The Bank will effect instructions only during banking hours on a business day, being any day other than a Saturday, Sunday, official South African public holiday or Guernsey bank holiday.
- 15.7 The Bank will have the right to determine the method used to execute your instructions.
- 15.8 You indemnify the Bank against all losses, actions, claims, proceedings and liabilities sustained or incurred directly or indirectly by the Bank acting in good faith as your bankers and particularly (but without limitation) against liability arising out of the Bank acting on any instruction given by telephone, facsimile, electronic mail or any other electronic means and agree that the Bank will not be liable for any loss incurred by you as a result of so acting.

16. CONTACT INFORMATION AND COMPLAINTS RESOLUTION

- 16.1 Should you have any queries in relation to your FNBCI accounts, these terms and conditions, or any other agreements that may be relevant to your relationship with the Bank, you can contact the FNBCI Service Suite on +44 148 174 8138 (UK), 087 730 6010 (SA local) or +27 11 369 150 (SA International).
- 16.2 The Service Suite can also be contacted where you are unhappy with the service provided or when you wish to lodge a complaint.
- 16.3 If your query or complaint remains unresolved after 3 months, or we have provided you with a final decision and you remain dissatisfied, you may escalate your complaint to the Channel Islands Financial Ombudsman (CIFO) by sending an email to complaints@ci-fo.org. Please refer to www.fnbc.co.uk or the Channel Islands Ombudsman website at www.ci-fo.org, for further details.

17. PRIVACY POLICY

- 17.1 We respect your trust in us to use, store and share your information. This Privacy Policy explains how FNBCI collects, uses and discloses your personal data, and your rights in relation to the personal data it holds. In this Privacy Policy, "us", "we" and "our" refers to FNBCI.
- 17.2 FNBCI is the Data Controller of your personal data and is subject to the Data Protection (Bailiwick of Guernsey Law 2017 ("DPL") and EU General Data Protection Regulation ("GDPR").
- 17.3 FNBCI has appointed a Data Protection Officer who can be contacted by writing to FNBCI at its registered address or by email at info@fnbci.co.uk. Communications should be marked: For the attention of the Data Protection Officer.
- 17.4 We may amend this Privacy Policy from time to time, to reflect any changes in the way that we process your personal data. Data Protection law says that we are allowed to use personal information only if we have a proper reason to do so. The law says we must have one or more of these reasons:
 - 17.4.1 To fulfil a contract we have with you, or
 - 17.4.2 When it is our legal duty, or
 - 17.4.3 When it is in our legitimate interest, or
 - 17.4.4 When you consent to it. You can withdraw your consent at any time by contacting us. If you withdraw your consent we may not be able to provide our services to you.
- 17.5 Your rights (You have the following rights):
 - 17.5.1 To obtain access to, and copies of, the personal data that we hold about you;
 - 17.5.2 To require that we cease processing your personal data if the processing is causing you damage or distress; and
 - 17.5.3 To require us to erase your personal data (your right to be forgotten);
 - 17.5.4 To require us to restrict our data processing activities;
 - 17.5.5 To receive from us the personal data we hold about you which you have provided to us, in a reasonable format specified by you, including for the purpose of you transmitting that personal data to another data controller; and
 - 17.5.6 To require us to correct the personal data we hold about you if it is incorrect.
- 17.6 You can find out more about your rights under data protection legislation at www.data.ci.gg. If you have any questions about how we use your personal data, or you wish to exercise any of the rights set out above, please contact us using any of the following: –
 - By post – PO Box 602, La Plaiderie House, La Plaiderie, St Peter Port, Guernsey, GY1 4NL
 - By email – info@fnbci.co.uk
 - By telephone – +44 1481 748100
 If you are not satisfied with how we are processing your personal data, you can make a complaint to the Office of the Information Commissioner at www.data.ci.gg
- 17.7 How we collect your data : We may collect your personal data in a number of ways, for example:
 - 17.7.1 From the information you provide to us when you meet with one of our employees;
 - 17.7.2 When you communicate with us or when we communicate with you by telephone, email or other forms of electronic communication. In this respect, we may monitor, record and store any such communication;

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- 17.7.3 Information contained within client on-boarding documents relating to a service set up for your benefit by you, or another person on your behalf
 - 17.7.4 From other companies in our Group;
 - 17.7.5 From your agents or advisers;
 - 17.7.6 From publicly available sources or from third parties where we need to conduct background checks about you.
- 17.8 The categories of the data we may collect : We may collect the following categories of personal data about you:
- 17.8.1 Your name, date of birth, passport or national identity card details;
 - 17.8.2 Country of birth, domicile and citizenship;
 - 17.8.3 Gender and marital status;
 - 17.8.4 Contact information such as residential or business address, email address and telephone number;
 - 17.8.5 Information relating to your tax affairs including tax identification or national insurance number;
 - 17.8.6 Information about your employment, education, family and personal circumstances;
 - 17.8.7 Information about your financial knowledge and ;
 - 17.8.8 An understanding of your goals and objectives in connection with your wealth;
 - 17.8.9 Information relating to your financial situation such as income, expenditure, assets and liabilities, sources of wealth and your bank account details; and
 - 17.8.10 Information to assess whether you may represent a money laundering and terrorist financing risk, for example, whether you are a Politically Exposed Person, or have had previous criminal convictions or regulatory sanctions imposed.
 - 17.8.11 The basis for processing your data other than with your consent, how we use that data and whom we share it with
 - 17.8.12 We may process your personal data because it is necessary for the performance of a contract to deliver the services you have engaged us for or in order to take steps at your request prior to entering into a contract.
- 17.9 We may use your personal data for the following:
- 17.9.1 To prepare preliminary information or a proposal for you regarding the services we offer;
 - 17.9.2 To provide you with the services as set out in our terms of business with you or as otherwise agreed with you from time to time;
 - 17.9.3 To deal with any complaints or feedback you may have;
 - 17.9.4 For any other purpose for which you provide us with your personal data.
- 17.10 We may share your personal data with the following:
- 17.10.1 Our advisers where it is necessary for us to obtain their advice or assistance;
 - 17.10.2 Companies within our Group;
 - 17.10.3 Payment processors where we are making payments on your behalf; and
 - 17.10.4 Our data storage providers.
- 17.11 We may also process your personal data because it is necessary for our legitimate interests, we may use your personal data for the following:
- 17.11.1 Training our staff or monitoring their performance;
 - 17.11.2 For the administration and management of our business;
 - 17.11.3 Seeking advice on our rights and obligations, such as where we require our own legal advice;
- 17.12 We may also process your data for our compliance with a legal obligation which we are under, we may use your personal data for the following:
- 17.12.1 To meet our compliance and regulatory obligations, such as compliance with anti-money laundering and countering terrorist financing regulations, tax reporting and beneficial ownership reporting requirements.
 - 17.12.1 For the performance of a contract;
 - 17.12.2 Protecting the vital interests of you or others;
 - 17.12.3 Our legitimate interests.
- 17.13 Sharing of data. We may share your personal data with the following:
- 17.13.1 Our advisers where it is necessary for us to obtain their advice or assistance;
 - 17.13.2 Our auditors where it is necessary as part of their auditing functions;
 - 17.13.3 With service providers who we may engage to assist in delivering the services to you, where they conduct reviews in accordance with their statutory obligations, including, but not limited to, anti-money laundering and countering terrorist financing;
 - 17.13.4 With third parties who assist us in conducting background checks about you, such as whether you are on sanctions lists;
 - 17.13.5 With relevant regulators, tax authorities and law enforcement agencies where we are required to do so.
- 17.14 Transferring of data
- 17.14.1 We may transfer your personal data to other companies in our group or to third parties acting on our behalf, including without limitation FirstRand Bank Limited, and our service system support and outsourcing providers; regulatory bodies and law enforcement and fraud agencies, for administrative purposes, processing or for the operation and maintenance of your business with us.
- 17.15 Retention of data
- 17.15.1 We may retain your personal data for a period of up to 10 years after the termination of our relationship with you in order to meet our regulatory and legal obligations. However, we may retain your personal data for a longer period where necessary to protect against legal claims.

18. TERMINATION

- 18.1 We may close the banking product/s and cancel this agreement at any time following the expiry of 30 days notice to you, if you do not respond to our notice. You may terminate the agreement by notifying us in writing.
- 18.2 All transactions/instructions submitted before termination will be carried out. We are entitled to keep sufficient funds in the accounts to provide for amounts that may become due after termination.
- 18.3 Once all pending transactions have been processed you may withdraw the remaining funds from the account. Any amount you owe us will remain due and payable on account closure.
- 18.4 If the account balance is in debit and the Bank has not recovered the amount owing after a period of time considered by the Bank to render the account overdue, the Bank may at its discretion write off the amount involved and/or record the debt against the name of the customer and/or account user with any credit bureau or similar agency after the necessary notice has been given to you.
- 18.5 Any Debit Card must be returned to us if the account is closed.

19. CUSTOMER ALONE CARRIES RISK OF SENDING INSTRUCTIONS BY EMAIL OR TELEPHONE

- 19.1 You may request that the Bank accept instructions from yourself by email and/or telephone.
- 19.2 You understand that these indirect communication methods are not safe and carry greater risks than face-to-face communications or communications using the Bank's other secure non-face to face Banking Channels like Online Banking.
- 19.3 These risks include the risk that the communication may be intercepted or changed without knowledge, or consent, or that unauthorised instructions may be sent to the Bank.
- 19.4 You agree to accept these risks.
- 19.5 The Bank will only agree to accept and act on instructions sent using these indirect communication methods, on condition that you waive your right to claim against the Bank for any loss or damage you suffer because of this.
- 19.6 You agree to indemnify and hold the Bank harmless for any loss or damage that you or any other person may suffer because you chose to use these indirect communication methods.
- 19.7 You understand that the Bank will not be liable to you for any loss or damage that you suffer because you chose to use these indirect communication methods.
- 19.8 You will be legally liable to the Bank or any party for any loss or damage the Bank may suffer because of your decision to use these indirect communication methods.
- 19.9 The Bank will only be deemed to have received an instruction once it has actually confirmed receipt in writing or by telephone.
- 19.10 You will be liable if an instruction is sent more than once, and acted on by the Bank.
- 19.11 The Bank is also not liable for any errors, omissions or delays in transmission of any communication.
- 19.12 You hereby, as a separate and independent primary obligation, indemnify and hold the Bank harmless against all and any claims which may be made against the Bank by any person arising in any manner whatsoever out of or in connection with telephonic and/or email instructions given or purported to be given by you, including any loss, liability, damage, claim, cost or expense of whatsoever nature, and legal costs as between attorney and own client, which the Bank might suffer or incur in consequence of executing instructions given in such a manner.

20. CONSENT TO FUTURE PRODUCTS

- 20.1 When entering into the banking relationship with the Bank, you will be required to complete an application form. You are to ensure that the information in the Bank's possession will remain relevant at all times.
- 20.2 The Bank provides you with the opportunity to complete the application form at the outset of the banking relationship, at which time you are given the option of selecting a number of banking products that you wish to take out.
- 20.3 Where the need arises at a later stage for further products to be taken out you do not need to complete an application form again. This may only be required if your information has changed.
- 20.4 By allowing you to request further products without completing a further application form, you indemnify the bank against any loss, liability or damages you may suffer during the further account opening process.
- 20.5 The Bank will furthermore endeavour to process this further request as soon as is reasonably possible. However, you may not hold the Bank liable for any losses suffered in the delay of the account being opened.
- 20.6 This paragraph is to be read in conjunction with the paragraph regarding sending instructions by email and telephone.

21. ACCEPTANCE BY CLIENT

- 21.1 Your acceptance of the banking product/s and these terms and conditions shall be signified by:
 - 21.1.1 signing the application form;
 - 21.1.2 using any of the access mechanisms or Banking Channels.

22. GENERAL PROVISIONS

- 22.1 Default
 - 22.1.1 Any of the following acts will place you in default of the banking product/s:
 - 22.1.1.1 failing to pay any amount owing to the Bank when it is due;
 - 22.1.1.2 exceeding the available balance in the particular account;
 - 22.1.1.3 any breach of the FNBCI banking product/s or any other banking product/s with the FirstRand Banking Group is committed or allowed by you;

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- 22.1.1.4 a judgment is given against you and is not satisfied within 10 (ten) days of you or the Bank becoming aware of it;
- 22.1.1.5 you commit an act of insolvency provided for in applicable legislation governing insolvency or any other applicable legislation and you are declared to be en état de désastre;
- 22.1.1.6 you are provisionally or finally sequestered / liquidated (whether voluntarily or compulsorily), placed under judicial management or administration or, being a trust, the vesting date has arrived;
- 22.1.1.7 you sell the whole or a major portion of your assets;
- 22.1.1.8 you have furnished information in the application that is incorrect or you have failed to disclose material information that would have influenced the Bank's decision to grant any banking product/s;
- 22.1.1.9 you generally do or allow anything to be done that may prejudice the Bank's rights or interests;
- 22.1.2 If you are in default of this banking product, then the Bank may withdraw the banking product/s and claim immediate repayment of the full outstanding balance, or terminate your banking product/s without affecting any of its other rights.
- 22.1.3 Default administration charges, if applicable, can in the case of default be charged by the Bank;
- 22.1.4 The following process will be followed should your banking product/s remain in default for a period longer than 20 (twenty) days:-
 - 22.1.4.1 The Bank will draw such default to your notice in writing affording you 7 (seven) days to rectify such default.
 - 22.1.4.2 Should you not rectify your default within the requisite time period as set out in the aforesaid paragraph, or alternatively avail yourself of any other measure as set out above, your banking product/s will be handed to attorneys for recovery.
- 22.2 Jurisdiction:

The law governing the relationship you hold with the Bank will be that of the Bailiwick of Guernsey. By holding an account with the Bank, you agree to be bound by the principles of such jurisdiction. The Bank may at its own discretion, change the jurisdiction in which the account is held. Where possible, the Bank will provide you with at least 30 days' notice before changing the jurisdiction of the office where the account is held.
- 22.3 Address
 - 22.3.1 We may communicate with you using any means (electronically).
 - 22.3.2 We will send any communications (including statements) to the last 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, telephone) or by means of a publication/advertisement in the media.
 - 22.3.3 The parties choose, for the purposes of legal proceedings and for the purposes of giving any notice in terms hereof, the following addresses:
 - 22.3.3.1 You: the address, including the fax number and email address (if applicable), set out in the application form completed by you from time to time, which address you select as your chosen domicilium citandi et executandi.
 - 22.3.3.2 The Bank: La Plaiderie House, La Plaiderie, St Peter Port Guernsey GY1 1WF.
 - 22.3.4 Any notice given in terms hereof will be in writing and be deemed to have been received:
 - 22.3.4.1 on the date of delivery if delivered by hand during normal business hours;
 - 22.3.4.2 on the seventh day following posting if posted by either pre-paid registered post or ordinary mail, as the case may be;
 - 22.3.4.3 on the date appearing on the transmission report generated by the fax machine if sent by fax;
 - 22.3.4.4 on the date of transmission if sent by electronic mail.
 - 22.3.5 Any notice excluding notices for the purposes of legal proceedings may be sent by ordinary mail.
 - 22.3.6 Any written notice actually received will be adequate written notice.
 - 22.3.7 Each party may change its address for service to another physical address by giving 14 (fourteen) days written notice to the other party.
 - 22.3.8 Changes to any other details need to be made as soon as possible by contacting the Service Suite.
 - 22.3.9 Any notices or correspondence we make available on our website or in the media will be considered to have been received by you on the date it was published.
- 22.4 Certificate:

A certificate signed by any authorised employee of the Bank (whose appointment or authority it shall not be necessary to prove) shall constitute prima facie evidence of the outstanding balance owing and/or due and payable by you to the Bank and/or the rate of interest payable by you and/or any other amount owing and/or due and payable by you to the Bank in terms hereof and/or any other matter arising from or related to this/these product/s. Such certificate shall be prima facie proof of the contents thereof for the purpose of provisional sentence, motion proceedings, default judgment proceedings or any other legal proceedings by the Bank against you in terms hereof.
- 22.5 Cession
 - 22.5.1 You may not cede any rights or delegate any obligations in terms hereof without the Bank's prior written consent.
 - 22.5.2 The Bank or any person to whom its rights or obligations have been ceded, delegated or assigned, may cede, delegate or assign any of its rights or obligations to any person or to more than one person, even if it would result in a splitting of claims. Should this happen, you will be notified thereof in writing and such cession, delegation or assignation will take effect 8 (eight) days after such notification
- 22.6 Waiver

No relaxation or indulgence granted by the Bank to you shall be deemed to be a waiver of any of the Bank's rights in terms hereof, nor shall any such relaxation or indulgence be deemed to be a novation of any of the terms and conditions of the banking product/s.
- 22.7 Exchange Control

You warrant to the Bank that the granting of the banking product/s will not in any way be a contravention of the Exchange Control Regulations or any similar regulations promulgated from time to time and that you will comply with the relevant Exchange Control requirements (where applicable).
- 22.7 Information

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- 22.7.1 The Bank may verify the information in any application form and make whatever enquiries it deems necessary from any source.
- 22.7.2 The Bank will be entitled to furnish any information in relation to the banking product/s and your compliance or otherwise with the conditions to other banks or to any credit bureau, and may obtain such information from other banks or any credit bureau, subject to any applicable legislation or Code of Conduct or Practice.
- 22.7.3 You are required to ensure that the information we have on record for you is up to date.

22.8 Money Laundering:

The Bank endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this the Bank can do any of the following things if we consider it is necessary to do so, or if Guernsey, South African and other international laws, rules regulations restrictions and policies ('the laws') require us to do so:

- The Bank will 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. The Bank will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
- The Bank can refuse to do business with any person or entity that it considers undesirable.
- The Bank will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
- The Bank can end its relationship with you.
- The Bank can monitor any transactions and instructions.
- The Bank can request further information before acting on any instruction or transaction. The Bank can verify any transaction or instruction or recipient before processing it. This may result in a delay in the Bank carrying out the instruction.
- The Bank can refuse to carry out any instruction or transaction.
- The Bank can place a hold on any account or facility.
- You agree to assist the Bank to comply with the laws by providing it with all the information and documents the Bank requires. If you fail to do so or provide false information the Bank can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end the relationship with you.
- The Bank will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if the Bank does any of the things mentioned above, or anything else necessary to comply with the laws.

22.9 Recording of telephonic conversations:

For security reasons telephonic conversations may be recorded for the exclusive use of the Bank.

22.10 Fraud:

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.

22.11 Tax Disclaimer

- 22.11.1 The Bank does not provide any advice to you in relation to any tax issues related to any Services or Products offered by us. You should obtain independent tax advice with respect to the tax implications thereof prior to entering into any transaction with us.
- 22.11.2 We cannot provide any guarantee with regards to the tax relief and/or confirm that the current tax treatment will remain the same in the future. You hereby indemnify and hold us harmless in respect of any income tax or other tax, levy or duty of whatsoever nature in respect of which you may become liable in your country of residence or in Guernsey or in any other country which may become payable pursuant to anything done by us on your behalf in terms of these terms and conditions.
- 22.11.3 You must also pay all applicable VAT, stamp duty, stamp duty reserve tax and any other taxes, levies or transaction costs to the extent it is applicable.
- 22.11.4 You will at all times be fully responsible for payment of all other taxes due, for making all claims, for filing any tax returns and for providing any relevant tax authorities with information in relation to the banking products we offer you or in respect of your money and investments with us.
- 22.11.5 Where obliged by legislation, the Bank may be required to report your financial account(s) to the relevant Revenue Authorities.

22.12 General Disclaimer:

- 22.12.1 You shall compensate us for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by us as a result of or in connection with:
- Your breach of these terms and conditions;
 - Our entering into any transaction or contract; or
 - Our taking any of the steps which we are entitled to take in an event of default, unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as a result of our gross negligence or willful default.

22.13 The Bank is not legally responsible to you for service interruptions because of things that occur that are outside of its control:

- 22.13.1 At certain times, the Bank can be prevented from providing banking or other services, products, or goods to you or fulfilling its obligations to you because of things that are outside of its control. This includes, but is not limited to, involuntary interruptions outside of our control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes, or any other events outside its reasonable control. In such cases the bank will not be responsible for any failure to perform any of its obligations to you, and its obligations will be suspended, for as long as such interruptions continue.
- 22.13.2 We may at our discretion give you prior notice of interruptions and changes, but we have no duty to do so.

- 22.13.3 We will not be legally responsible to you for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, whether brought by an individual or any entity, because of any service interruptions that were beyond our reasonable control.

SAVINGS ACCOUNTS GENERAL TERMS & CONDITIONS

1. 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 at least 20 working days on www.fnbc.co.uk before we do this.
2. You must get independent tax advice from a suitably qualified tax expert so you can understand and plan for the taxes you will pay on the income you earn from your invested savings. You can request income tax certificates showing the interest you have earned on the account. We may at our discretion e-mail a certificate to you. We will send the same information to the relevant Revenue Authorities.
3. Unless the account rules say otherwise, we will determine the interest rate that will be used to calculate interest on your savings and this rate will change from time to time. Unless stated otherwise changes to the interest rate will take effect immediately. You will only earn interest if the funds in your account are more than the minimum balance you must deposit and/or keep in your account. You can get information about the interest rates that apply to your account by contacting us 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 official South African public holiday, we will pay you the interest on the next business day.
4. For Notice Accounts, the first day for the notice period is calculated from the date the instruction is given.
5. 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 as security for loans without our consent.
6. 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.
7. You alone need to be satisfied that the product you have chosen meets your savings and investment needs and objectives.

INCONTACT TERMS AND CONDITIONS

1. 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.
2. These terms and conditions apply to inContact. They form a binding agreement between you and the Bank. You must read these terms and conditions carefully. Contact us if you don't understand any part of these terms and conditions. By using inContact you agree to be bound by these terms and conditions.
3. 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, Debit 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 when this number has been supplied by you. Your inContact information can be updated electronically using the Online Banking Channel, or by contacting the Service Suite.
4. 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. The provisions relating to statements can be found above in the terms and conditions.
5. inContact is designed to assist you to track activity on your account and minimise potential unauthorised transactions. It is important that you read your inContact notifications as soon as you receive them. You must notify the Bank about any suspicious or unauthorised transactions on your account within 24 (twenty four) hours. If you fail to do this, you agree that the Bank 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.
6. Where you hold a joint account the following provisions will apply:
 - 6.1 Two Joint Account Holders:
 - 6.1.1 All Joint Account Holders will receive both e-mail and SMS Incontact notifications
 - 6.2 Three Joint Account Holders:
 - 6.2.1 All Joint Account Holders will receive both e-mail and SMS Incontact notifications
 - 6.3 Four Joint Account Holders:
 - 6.3.1 Joint Account Holders 1 and 2 will receive both e-mail and SMS Incontact notifications;
 - 6.3.2 Joint Account Holder 3 will receive only the e-mail Incontact notifications;
 - 6.3.3 Joint Account Holder 4 will receive only the SMS Incontact notifications;

JOINT ACCOUNT TERMS AND CONDITIONS

1. These terms and conditions apply to FNBCI Joint Accounts. They form a binding agreement between you and the Bank. You must read these terms and conditions carefully. Contact us if you don't understand any part of these terms and conditions. By using the Joint Account offering you agree to be bound by these terms and conditions.
2. A single Joint Account Application form will need to be signed by each party who will be linked to the Joint Account.
3. In order to open a Joint Account you will be required to fill out the Joint Account Application form and provide the information outlined in the document and if applicable details required for FATCA and/or CRS reporting (as per the individual application form) for each Joint Account Holder. From time to time we may require additional documentation as per regulatory requirements. In addition to this, if a Joint Account Holder is to be added to the Joint Account, the personal details of the new account holder are to be completed on the Joint Account

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application form and additional documentation will be required by the Bank. All new holders will need to successfully pass the Customer Due Diligence assessment in order for the Joint Account application to be successful.

4. You can only open a Joint Account once you complete the Bank's Joint Account Application form. The form is made available via Online Banking, your Private Banker or the FNBCI Service Suite. When you or another Joint Account Holder are named as the holders of a Joint Account together in the books of the Bank, you acknowledge that you and such other holder/s hold and own the Account jointly (with right of survivorship).
5. You and all other Joint Account Holders acknowledge that each of the holders who hold the Joint Account together, shall have all of the rights and be subject to all of the obligations in respect of that Account.
6. You and all other Joint Account Holders acknowledge that any of the Joint Account Holders are authorised to instruct the Bank to execute all transaction types on the Account which is in accordance with all Joint Account Holders powers of signature or instruction set out in the Mandate/application form.
7. The Mandate for any Account held jointly can only be changed by written notice to the Bank signed by all of the Joint Account Holders in relation to that particular Account.
8. A Joint Account can only be held if there is a minimum of two holders and a maximum of four holders. Should only one Joint Account Holder remain, then the account will be converted from a Joint Account to a single profile account.
9. All existing account rules for accounts held with the Bank apply to Joint Accounts and the contents of these specific terms and conditions for Joint Account must be read with, understood, and agreed to alongside the rest of the terms and conditions applicable in the rest of this document.
10. If you require one of our Joint Savings Accounts (includes a 32 Day Notice and/or a Fixed Deposit Account), you will be required to open a Joint Beneficiary Account to have the notice /maturing funds paid into. All parties linked to the account are equally liable for every single transaction or maintenance performed on the account. If there are legal disputes between the Joint Account Holders, or there is a claim against the account by the Bank or any third party, all account holders are equally liable for every single transaction or maintenance performed on the account.
11. The Bank is not to be held liable for any legal dispute that is potentially under way when any activity is performed on the account. The bank will continue to provide the necessary banking support and functionality as agreed upon by both the bank and the Joint Account Holders.
12. Each member of the Joint Account shall be jointly and severally responsible for all transactions performed or claims against the account. The Bank may elect to recover from any one or more Joint Account Holders, the full amount of any collective liability of the Joint Account under this agreement, and the Bank may bring a separate action against any one or more Joint Account Holders with respect to any such liability.
13. OTPs for payments made via Online Banking will be sent to the individual making the payment.
14. OTPs for third party payments (i.e. external web purchases) will only be sent to the individual making the payment.
15. Welcome letters will be sent to all members linked to the Joint Account as instructed on the Joint Account application form.
16. All members linked to the Joint Account will be issued with their own Debit Card, where a Debit Card is available on the specified product applied for, if instructed on the Joint Account application form.
17. The Joint Account Holder will be able to view and maintain their own Debit Card via Online Banking only.
18. All linked parties to the Joint Account will have full access to the account.
19. Each Joint Account Holder has the ability to order, activate and cancel their own existing Debit Card.
20. You are referred to clause 22.7 above for Exchange Control Warranties and Requirements applicable to owning FNBCI Joint Accounts.
21. All Product Rules applicable to FNBCI Joint Accounts must be read with these terms and conditions.
22. In the event of the death of a Joint Account Holder, the balance and any item held on the Joint Account by the Bank, whether by way of security, for safe custody collection or any purpose whatsoever, will pass by right of survivorship to the surviving Account Holder(s) on production of an original or certified death certificate without the need for grant of probate.
23. Each Joint Account Holder acknowledges that the law which applies to them as individuals in relation to their estate on death may differ from Guernsey law and agrees that they shall inform the Bank by completing the necessary form if they are incapable of bequeathing assets by survivorship.
24. The Bank shall not be liable to any of the Deceased Joint Account Holders heirs, inheritors or successors for any transaction(s) or claims in respect of such transactions undertaken either through an Account of the deceased Account Holder or on behalf of the deceased Account Holder prior to receipt by the Bank of a notification of such Joint Account Holder's death.
25. The Bank reserves all of its rights to and in respect of funds arising out of any lien, charge, set-off, pledge or any other encumbrance, claim(s), counterclaim, actual/contingent/otherwise and to take any necessary steps deemed necessary regarding a credit balance. Payments made by the Bank to a surviving Joint Account Holder or to a competent court of jurisdiction shall constitute a complete discharge of the Banks obligations binding on all of the Joint Account Holders, their representatives and/or successors.
26. All of the the Joint Account Holders are jointly and severally liable to immediately advise the Bank if any of the following events occur:
 - 26.1. The Joint Account Holder is declared bankrupt or insolvent in any jurisdiction or is unable to pay the Account Holder's debts as they fall due. In the event that the bank identifies or receives confirmation of an insolvent Joint Account Holder, the bank may freeze the account if needed. The onus is on the client that once notification is received of freezing of the account, all debit or credit payments made to the account prior to freezing of the account be cancelled. The bank is not held liable for any failed transactions.
 - 26.2. Any Joint Account Holder is convicted in any jurisdiction of a criminal offence for which a person is liable on conviction to imprisonment for a term of one or more years (whether or not also liable to any other penalty);
 - 26.3. Any Joint Account Holder is in any jurisdiction under investigation in respect of any allegation of, or relating to, financial impropriety or insider dealing.
 - 26.4. Where there are instances of corporate misconduct, breach of international sanctions, corruption, money laundering, drug trafficking or other illegal goods and/or terrorism;
 - 26.5. Any steps have been taken in any jurisdiction by the Joint Account Holder, or in so far the Account Holder is aware, by any other person with a view to the winding up or dissolution of a Joint Account Holder;

27. In the event of a death, insolvency or marital dispute of any of the Joint Account Holders, the laws that govern such disputes in Guernsey will apply directly to the remediation of such disputes and such Joint Account Holders will be obliged to comply with the requirements, laws and rules of that particular jurisdiction.
28. In the event of a removal of a Joint Account Holder from a Joint Account, the below rules will apply to all Joint Account Holders:
- 28.1 Removal of one or more Joint Account Holders will only suffice as a completed action upon confirmation from the bank to the remaining Joint Account Holders and only one instruction is to be provided to the bank by each Joint Account Holder i.e. only one removal per application.
 - 28.2 Should a Joint Account Holder wish to remove themselves as a holder of the Joint Account, he/she must fill in the form for "Removal of holder from Joint Account" and such form must be signed by all Joint Account Holders. The Joint Account Holder that has agreed to be removed will be contacted as part of the verification and validity process for removal of a holder.
 - 28.3 A Joint Account Holder may be removed from a Joint Account at any point subject to two or more Joint Account Holders remaining on the Joint Account.
 - 28.4 Once a party is removed from an account(s), he/she will no longer be able to have any access to the Joint Account or to any credit balance on the account.
 - 28.5 It is the responsibility of the removed Joint Account Holder to cancel all scheduled payments into and from the account and withdrawals from the Joint Account as applicable and to notify the remaining Joint Account Holders in such an event. Joint Account Holders will need to ensure that any outstanding cheques or transactions to be scheduled are to be cancelled.
 - 28.6 The removed Joint Account Holder is to return or destroy Debit Cards that were issued in his/her name on the Joint Account.
 - 28.7 The removed Joint Account Holder has no claim or rights to the credit balances of the Joint Account or has right or claim against the existing Joint Account Holders.
 - 28.8 The removed Joint Account Holder is no longer liable to any debit balances on the Joint Account or has any right or claim against the existing Joint Account Holders.
 - 28.9 It is the responsibility of all Joint Accounts holders (including the party being removed) to ensure that the necessary cancellations of automatic debit orders (if applicable) take place.
 - 28.10 The removed Joint Account Holder holds the Bank harmless from any actions taken by any party as a result of such party having made a request and the bank having acted upon it.
 - 28.11 The removed Joint Account Holder agrees that the Joint Account that he/she as a Joint Account Holder belong to will be removed and not appear on his/her Online Banking profile.

29. Closure of Joint Account

- 29.1. Standard rules as mentioned in clause 18 also apply to Joint Account Termination.
- 29.2. Post account closure, the bank will not be held liable for any processing failure of a transaction
- 29.3. Any debit balances still outstanding on the Joint Account upon request of Joint Account closure will need to be settled in full. All linked Joint Account Holders will be held liable for any debit balances.
- 29.4. Where there is a request by all the Joint Account Holders to close the account, the Bank will process the request stipulated on the applicable form and the Joint Account Holders must give written instructions to the Bank on where the credit balance must be transferred. If no instruction is provided for the processing of the credit balance, the balance will be split equally among the current Joint Account Holders.

GUERNSEY BANKING DEPOSIT COMPENSATION SCHEME

- 1. As a Licensed Bank in Guernsey, the Bank is a participant in the Guernsey Banking Deposit Compensation Scheme (the "**Scheme**") established by the Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008 as amended (the "**Ordinance**"). The following is a brief summary of the Scheme, but is not intended as a substitute for the actual wording of the Ordinance, a copy of which is available on request.
- 2. The Scheme only applies to 'qualifying deposits', which broadly means deposits made by natural persons for their own benefit; with a few limited exceptions such as, for example, deposits made by trustees of retirement annuity trust schemes; the Scheme does not apply to companies, trusts or limited partnerships.
- 3. The Scheme will provide compensation in the event that a Licensed Bank is unable to repay its depositors. Under normal circumstances, payment will be made within 3 months of receipt of a valid claim form.
- 4. Compensation is limited to a maximum of £50,000 per individual claimant; in the case of a joint account each depositor would be entitled.
- 5. Total Scheme compensation in any five year period is limited to £100 million. If claims exceed this cap, compensation would be reduced pro rata. The cap also means that compensation in respect of any one bank cannot exceed £100 million.
- 6. The amount payable may be reduced if the Bank has any relevant security against the account. The Scheme is entitled to recover compensation from any funds subsequently paid out by the Bank.

Further information and a leaflet about the Scheme is available at:

Website: www.dcs.gg

Telephone: +44 (0) 1481 722 756

Post: P.O. Box 380, St Peter Port, GY1 3FY